LAW RECORD

No. 19.

UNION COMMON PLEAS

From

Wm. Ulrich, Baldwin & Co.

Manufacturing Stationers,

141 & 143 RACE ST. CINCINNATI.

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Final Report of the Surveyors of Hardin. Marion and Union Counties on the locating and marking the line dividing Union & Hardin and Union & Marion Counties. And the survey of the lands through which it passes.

To The Honorable Board of Commissioners of Hardin, Marion & Union counties assembled in joint session on this 4th day of November A.D. 1879.

We the undersigned Surveyors in pursuance of the order made by you on the 16th day of May A.D. 1879. at Richwood Union County, Ohio According to the instructions of said order, We proceeded on the 26th day of May A.D. 1879. and continued thereafter until we had examined and compared the boundry set forth in the Statute by act of Legislature passed on the day of 1820. Erecting the County of Union with the line then existing. The evidence thereof being very indefinite we being unable to find upon the records of any of the Counties any evidence that the same had ever been located or marked. Upon the ground and in the field we find the following evidence of the Greenville Treaty or Indian Boundry Line at the point said to be Three miles west of the Scioto River (But actually Three Miles 16 Rods) west of said River, we find without dificulty the point or place marked as the former corner of Delaware &c. and in the line of Union County as established by a commission apointed by the Legislature of Ohio. From thence north we find a line well marked on the timber which is now by the destruction of timber becoming rabidly indistinct. We find these marks to agree substantially with the bounds set forth by act of Legislature above refered to. At the end of three miles from the Greenville Treaty or Indian Boundry Line North where the Northeast Corner of Union County is said to be, there was no trace whatever of there ever having been a Corner marked nor upon the evidence of any resident in the vicinity or other person could a corner be found. From there westerly to the Logan County line the marks are very indistinct. What few trees bearing marks that were found seemed to be made at least 50 years ago These with other points pointed out to us by resident citizens do vary many rods not only from a due westerly course but also from a straight line. In some places we find the traces of a line to vary from a straight line as much as Twenty Rods. Thereupon in accordance with our instructions we reported the said Variation to your Honorable Body and as directed by you upon the 6th day of June 1879. assembled in Marion County, Ohio. a copy of which instructions is hereto attached. It is hereby ordered that the Surveyors of the three Counties of Marion, Union & Hardin shall begin at a stone recognized as the present bounty Line in a public road on the east line of the lands of John Flynn, near the North East corner of Union County, and thence run a straight line to a point 25 feet north of the floor of the bridge across Rush Creek on the Marysville and Kenton State Road and from thence to continue the same line to the Logan county Line and to permanently mark said line and lines as was ordered by said Board of Commissioners on the 16th day of May A.D. 1879. We proceeded and marked such line and surveyed the lands through which it passes as set forth in the following report. We first Commenced at the point first mentioned in the Greenville Treaty or Indian Boundary Line. We run with a Transit a right line by taking back and fore sights so until we reached

Three Miles & 3 4/100 Rods at which point we intersect the line designated in our instructions dated June 6th 1879 and there planted the north east corner of Union County it being a blue lime stone with the top dressed and marked and lettered as shown by diagram.
[diagram] We also planted similar monuments bearing the letters U & M with an arrow cut showing showing the direction of the line at the following places, One at the Greenville Treaty or Indian Boundary Line it being also the corner between Jackson and Claiborne Townships Union County on the north side of the road and Twenty Feet from the beginning point. One at the road leading East from Woodland Station on the South side of the road and Twenty feet from the center 403 20/100 Rods from the beginning. And One on the North side of the A & G. W. R.R. 594 60/100 Rods from the beginning. One in the North side of road leading West from Centerville and Twenty Feet from the center of said road 687 40/100 Rods from beginning. Also one in the South line of the lands of James Effie it being also the corner between Prospect and Green Camp Townships Marion County Ohio and 828 48/100 Rods from the beginning. The entire length of this line from the Greenville Treaty or Indian Boundry Line is 963 48/100 Rods or three miles and 3 48/100 Rods. We also continued the same line south to the northwest corner of Delaware County. and the south west corner of Marion County and planted a blue lime stone marked as shown by diagram [diagram] We also left similar stones marked U & M with an arrow showing direction of line at a public road 176 32/100 rods south of the Greenville Treaty or Indian Boundry line Also one at a public road 269 Rods south of said treaty line. The present Magnetic bearing of this line is North One degree and fifty five minutes west. We observed no local attraction on this line. The length of this line from the Greenville treaty line South to the Delaware Co corner is 424 40/100 Rods The entire length of the line running north and South or nearly so dividing Union & Marion Counties is 1387 24/100 Rods or 7 miles 67 40/100 Rods. Also beginning at the point three miles and 3 48/100 Rods from the Greenville Treaty or Indian Boundry Line we run a line with the transit by back and foresights passing over the stone mentioned in said order of June 6th 1879 and passing 25 feet North of the bridge across Rush Creek on the Marysville and Kenton State Road and continuing the same Course intersecting the Logan County Line at 117 Rods South of a stone planted for the North east corner of Logan County passing the South West Corner of Marion County planting a Stone marked as shown by diagram [diagram] which stone we placed at 2855.85 Rods from the North east Corner of Union County supposing this to be near the true corner which to this date is still uncertain. The Magnetic bearing of this line varies from S. 88° W. to S. 89½ W. caused by local attraction and to this cause we attribute the curves found in the old boundry. The Magnetic meridian at this date when not affected by local attraction we believe to be somewhere between one and two degrees however as this question by our order was not necessarily involved we made no observation to determine the true meridian bearing of this line We left the following monuments on

this line Blue Limestone bearing the Initial letters of the Counties
One at County Road 20 feet from the center on the west side of the road
on the lands of John Wynn at 115 ½ rods from the north East Corner of
Union County One on west line of W.H. Selfs land at 27 ½ 8 rods, One
on east side of County Road at 392.75 rods. One in West line of Philip
Benders Land at 564.36 Rods. One on West side of ~~Essex~~ and Berwick
Gravel Road at 719.08 Rods. One in the line of Original Surveys Nos 9942
& 9943 at 1041 $\frac{68}{100}$ Rods being also the corner of Green Camp and Bowling
Green Townships Marion County. One in the line between U.S. Hall & Bros
at 1176.35 Rods. One on the ~~East~~ side of the Essex and Lake Gravel Road
at 1472.96 Rods. One in the West line of Johnathan Bells Land at 1741.56
Rods And one in the line between Original Surveys Nos 9941 and 10458
at 1845.86 Rods. One on the west side of the Columbus Road and 16 ½ feet from
the center thereof at 2024.71 Rods One in the West side of the Miniamack or
Blue Road at 2241.86 Rods One in the west line of F.M. Cameron's Land at
2586.56 Rods passing the Corner between Jackson & Washington Townships
Union County This in a large Pond being unable to plant a stone in
this corner. One in the line between Original Surveys Nos 12189 & 12189 at
2811.85 Rods. One in the supposed corner of Marion and Hardin Counties
at 2855.85 Rods One in the line between Original Surveys Nos 10383 & 2281
at 3054.44 Rods One on the ~~East~~ side of Shultzer Road at 3155.85 Rods.
One in the line between Henry Massies Heirs and William Laurence
at 3575.85 Rods One in the line between Original Surveys No 13748.
10042 & 9960 at 3849.85 Rods One in the east side of the Kenton State Road
at 4201.85 Rods. One in the line between Lemuel and Obediah Williams
at 4390.35 Rods and one in the North West corner of Union County
Whole length of this line 4589 $\frac{6}{100}$ Rods. We also made a careful survey
of each tract of Land through which this line passes and have shown
upon our maps hereto filed and made a part of this report all roads
Streams and lines crossed together with all the field notes of our surveys
and the number of Acres of land on each side of the line in each
tract through which it passes

Owners Names	Amt of Deed	Orig No of Entry	New Survey Union	New Survey Marion	Old Union	Dup. Marion
Joseph Rogers		6162	19			
Same.		6129	5			
Daniel Beers	109	6129	46	63		
W.P. Hazen & Sons		9900	254		127	
E.E. Hazen	119	9900	73½	45½		
Same		10240	62¼	6½		
George Butz.	62½	10240	12½	50		
George Clay.	117 $\frac{91}{100}$	10240	36	81 $\frac{91}{100}$		
LeRoy Codding	[illegible]	10240		66		
Dennis O'Connell	45	10240	45			
James Coffie	108	10240	94	14		
John Wynn	55	10240	55	$\frac{56}{100}$		
W.H. Self	64 $\frac{12}{100}$	9944	49 $\frac{84}{100}$	14 $\frac{28}{100}$		

Owners Names.	Acres of Deed	Orig'l No. Entry	New Survey Union	New Survey Marion	Old Surv. Union	Old Surv. Marion
Angeline Little	10	9944	7 9/100	2 6/100		
John Offill	103 43/100	9944	91 62/100	11 81/100	99 24/100	
J. Farmum	61 14/100	9944	60 89/100	75/100		
Peter Zeig	49	9944	12/100	48 88/100		
Henry Riddle	32	9944	3 81/100	28 19/100		
Henry Zeig	21 46/100	9944	5 48/100	15 57/100	11 1/20	
Henry Bristley	22 75/100	9944	7 1/100	14 68/100	7	
Philip Bender	43 14/100	9944	18 35/100	24 80/100	20 4/5	
John Zeig	33 26/100	9944	17	16 76/100	24 3/4	
Same	100	9943	67 2/100	32 78/100	77 1/2	
Christian Masserbach	249	9943	43 40/100	205 60/100	48	
John Hall	29 28/100	9942	17 24/100	11 54/100		
J. S. Hall	48 77/100	9942	35 87/100	12 90/100	37 1/4	
W. Hall		9942	1 46/100			
H. Love		9942	41 9/100		48	
Lennie Price	31 48/100	9942	21 50/100	9 98/100		
Levin Price	42 40/100	9942	40	2 40/100		
H. Bell or Eliza Smallwood	40 40/100	9941 9942	3 40/100	37		
L. Harriman	41	9941	26 43/100	14 42/100		
Jonathan Bell	76	9941	2 24/100	73 24/100		
Same	34 50/100	9941	6 81/100	27 69/100	14	
Chapman John H.	98	9941	66 34/100	31 66/100		
Bushrod H. Winson	60	10408	40 29/100	19 39/100	39 41/100	
C. Sparks	16 2/3	10408	4 23/100	12 48/100		
Jane Column	32	10408	27 12/100	4 48/100	21 1/2	
Moses Cosgray		10408	44 8/100	92/100		
E. P. Bridges		2508	3 62/100			
H. Judd	18	10051	8	10		
Fred Judd	30	10051	11	19		
E. P. Bridges	34	10051	16	18		
William Obedier	40 1/2	10051	22 50/100	18	13	
J. M. Cameron	50 1/4	12189	20	30 32/100	13 1/4	
H. Little heirs	33 1/2	12189	24	29 50/100	17 3/4	
J. Semple	25	12189	17	8		
Louisa Snyder	75	12189	60	15		
James Hartley heirs	96	12189	47	24		
			Union	Hardin	Union	Hardin
James Hartley heirs	96	12189	47	25	49	23
Samuel Spring	122	10383	33	87		
Solomon Shertzer	90	12281	80	10	80	10
Silas Shertzer	42	12281	30	12	25	17
John Wagner.	100	12360	50	50	40	60
William Lawrence	250	12360	130	120	187	63
Henry Massie heirs	692	12360 13748	148		75	505
William Lawrence	370	12360 13748	822	48	350	210
Same	125	9960 10042	113	12		133
Same	264	10042	138	21	Not on	Dup
Harris Williams	20		100/160	19 60/100		22
W. H. Allyn		10042	2	94 90/160		97

Owners Names	Deed	No Entry	Union	Hardin	Union	Hardin
William Lawrence	1/4	9960 100 42	1 1/100			Not in Dup.
Same	77	9960 100 42	75	2	78	Not in Dup.
E. Kersey	128	100 42	34	94	39	84
Obediah Williams	139 3/4	9960 "	41	98 3/4	41	92
Samuel Williams	135	9960	38	97	42	98
Jesse Williams (Mors)	141	"	135	6	134	Not in Dup
Alexander Wallace	184	"	6	100		110
Alexander Wallace	186.	78a	In Logan County.			

Below we give a statement of the costs of the above survey apportioned & divided in each of the three Counties according to the basis previously agreed upon which does not include the per diem of the Surveyors. The amount paid out for labor, assistance, transportation, monuments, Expenses of all kinds as proper costs of this survey and Report all of which have been agreed to and considered just, proper and legal by the undersigned Surveyors which is fully shown as follows Paid by Young of Marion County. Stone monuments $30.00. Labor, assistance, to various persons $66.25 Expenses $82.52. Total $178.77 Paid by Brown of Hardin County current Expenses Report &c. $13.60 Amount Paid by F.J. Sager Surveyor of Union County, Ohio, Labor, Assistance various persons $144.35 Transportation current expenses &c. $78.08 Expenses of Report including 3 copies $50.00 Total $272.43. Total expense of Survey, $464.80 Union County's Part $232.40 Hardin County's Part $69.00 Marion County's Part $163.40. Total $464.80 Respectfully submitted this 7th day of Nov. 1879.

Isaac Young Surveyor of Marion County O.
O.H. Brown Surveyor of Hardin County
Fred. J. Sager Surveyor of Union County.

The foregoing report plat and Surveys having been submitted to the joint meeting of the Board of County Commissioners of Union County and the Board of County Commissioners of Hardin County, and the Board of County Commissioners of Marion County this day convened in the office of the auditor of Hardin County for the purpose of adjusting the boundry between said Counties in pursuance of the former agreement of said Boards, the same is upon full consideration ratified and confirmed. And the said boundry as laid down and established in and by said survey, and report is adopted established and confirmed as the true boundry line between said Counties, and it appearing that in pursuance of the same agreement. There is due from Hardin County to Mr Young Surveyor of Marion County $15.37/100, there is due from Hardin County to F.J. Sager Surveyor of Union County $40.03/100. The said sums have been this day paid to and accepted by said Young & Sager in full of all demands against said Hardin County on account of said Survey.

And it is further ordered that this Report be recorded in the office of the clerk of the court of common Pleas in each of said Counties. In witness whereof we hereby set our hands and seals this 4th day of November A.D. 1879

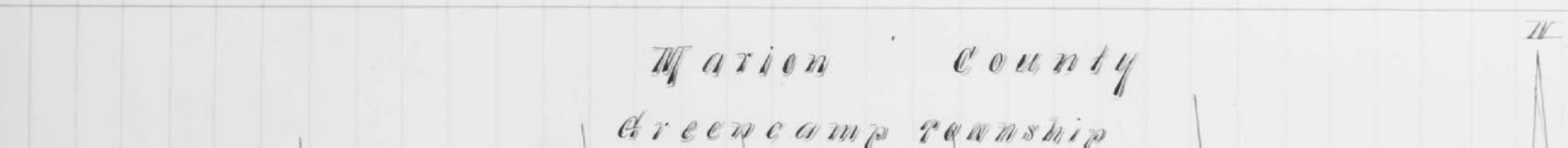
James B. Whelpley Union Co Secy; Hiram Knowles pro; Marion Co; J.R. Dunlap Hardin Co.
John L. Dodge. Jacob A. Schay J.B. Pumphrey
J.D. Mahaffay J.J. Karr Moses Kennedy.

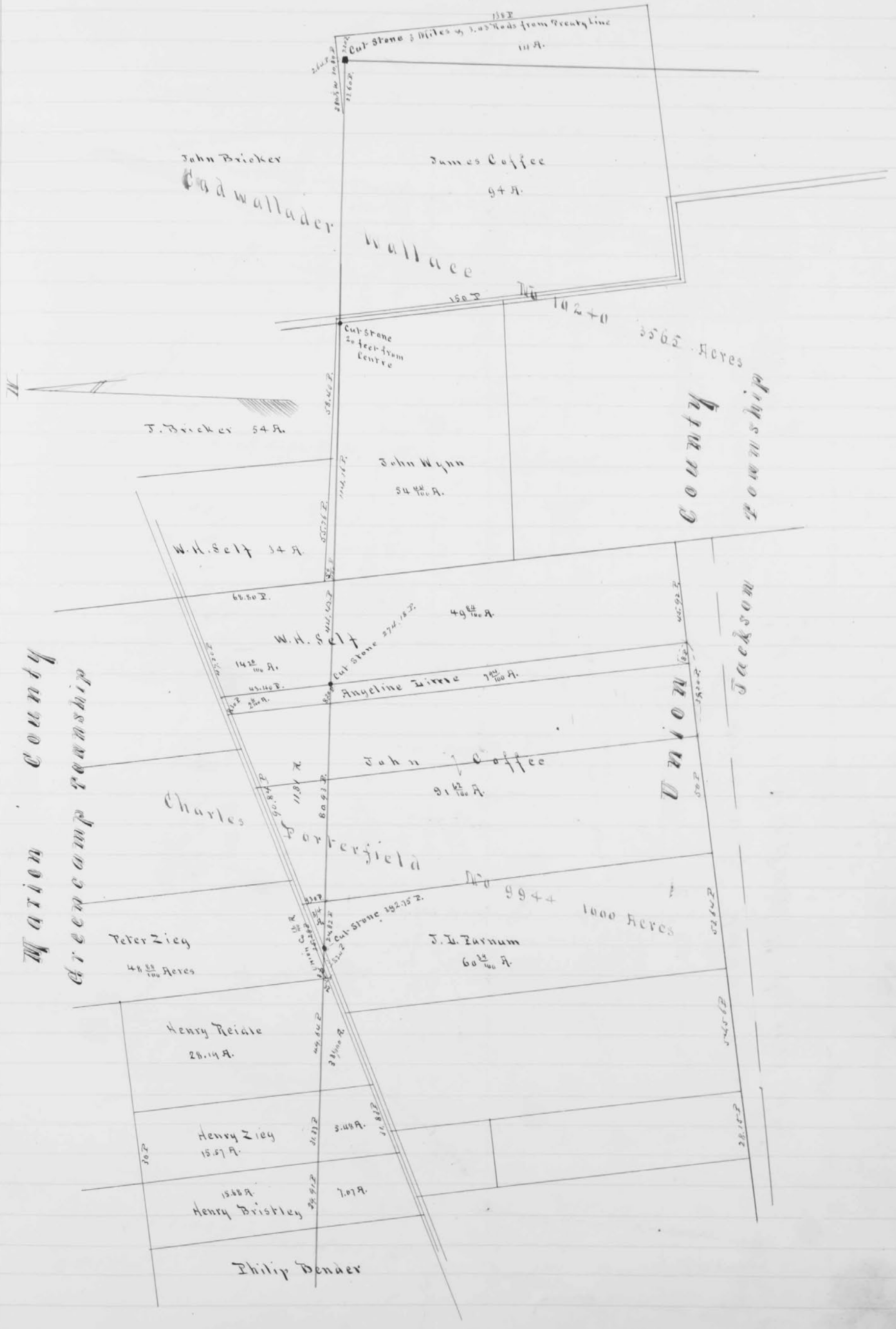
Plats of the Line between Union. Marion. & Harden Counties Ohio

Black lines are farm lines. Red lines are Survey lines. Green lines County lines.

Cadwallader Wallace
N 19 E
3365 Acres
62¼ Acres
E. E. Hazen
N. 19 E.
206 F.
94.58 F.
62 F.
33.72 F.
Stone 26 feet from Centre
Woodland Station
E. E. Hazen
73½ A.
45½ A.
140 F.
62 F.
O. Wilson
No 9000 1000 Acres
254 Acres
William P. Hazen & Sons
Union County
Jackson Township
Township Line
Greenville Treaty or
John Crouse 1st P
No 6161 823 Acres
Claiborne
Stone 20 feet from Centre
N 81 E
Indian Boundary Line
No 6120 407 Acres
Prospect Township
Marion County

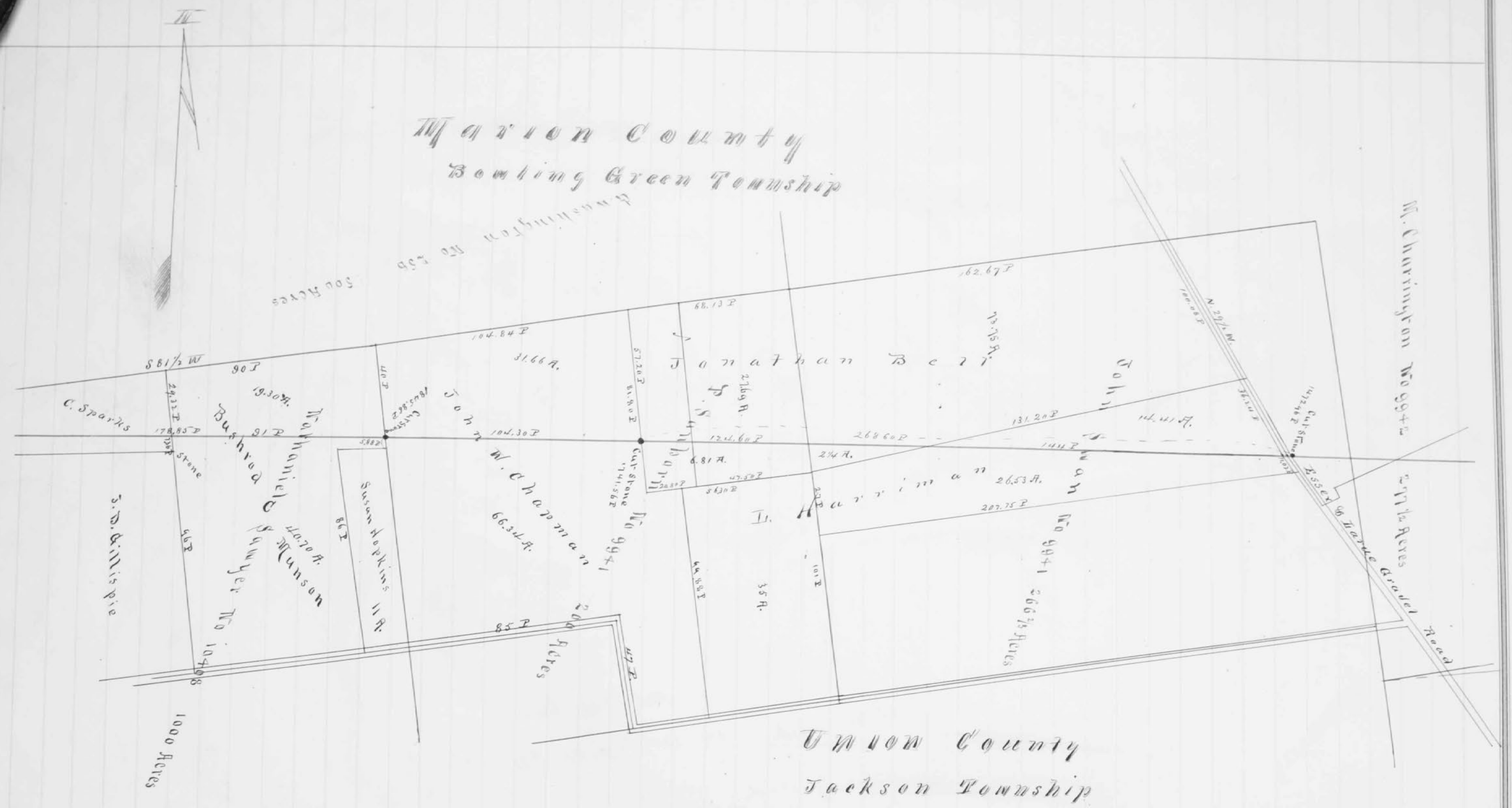
Union County
Claibourn Township
John Crouse No 6161 823 Acres
Township Line
Jackson Tp.
O. Nielson No 9900 1000 Acres
W. P. Hazen & Sons
Greenville Treaty or Indian Boundry Line
Stone 20 Feet from Centre
N. 81 E
Daniel Bedis 46 A. 63 A.
J. Haggart No 6129 407 Acres
Stone
Stone
Stone
Patten
Run
Joseph Rodgers
J. Ream No 6162 250 Acres
Stone County Corner
Delaware County
Marion County
Prospect Township
233.70 P.
176.32 P.
261 P.
92.68 P.
155.46 P.
153.48 P.
19 A.
S8E
S7½E
N


Marion County
Greencamp Township
W


Cut Stone 3 Miles & 3.40 Rods from Treaty Line
111 A.
John Bricker
Cadwallader
James Coffee
94 A.
Wallace
Cut Stone 20 feet from Centre
John Wynn
54 44/100 A.
W.H. Self 34 A.
W.H. Self
49 64/100 A.
Cut Stone 274.15 F.
Angeline Zierre 7 44/100 A.
John Coffee
91 42/100 A.
Charles Porterfield
Cut Stone 392.75 F.
Peter Zieg
48 88/100 Acres
J.V. Farnum
60 34/100 A.
Henry Reiale
28.14 A.
Henry Zieg
15.57 A.
5.48 A.
15.88 A.
Henry Bristley
7.07 A.
Philip Benner
Marion County
Greenfield Township
Union County
Jackson Township
3565 Acres
9944 1000 Acres

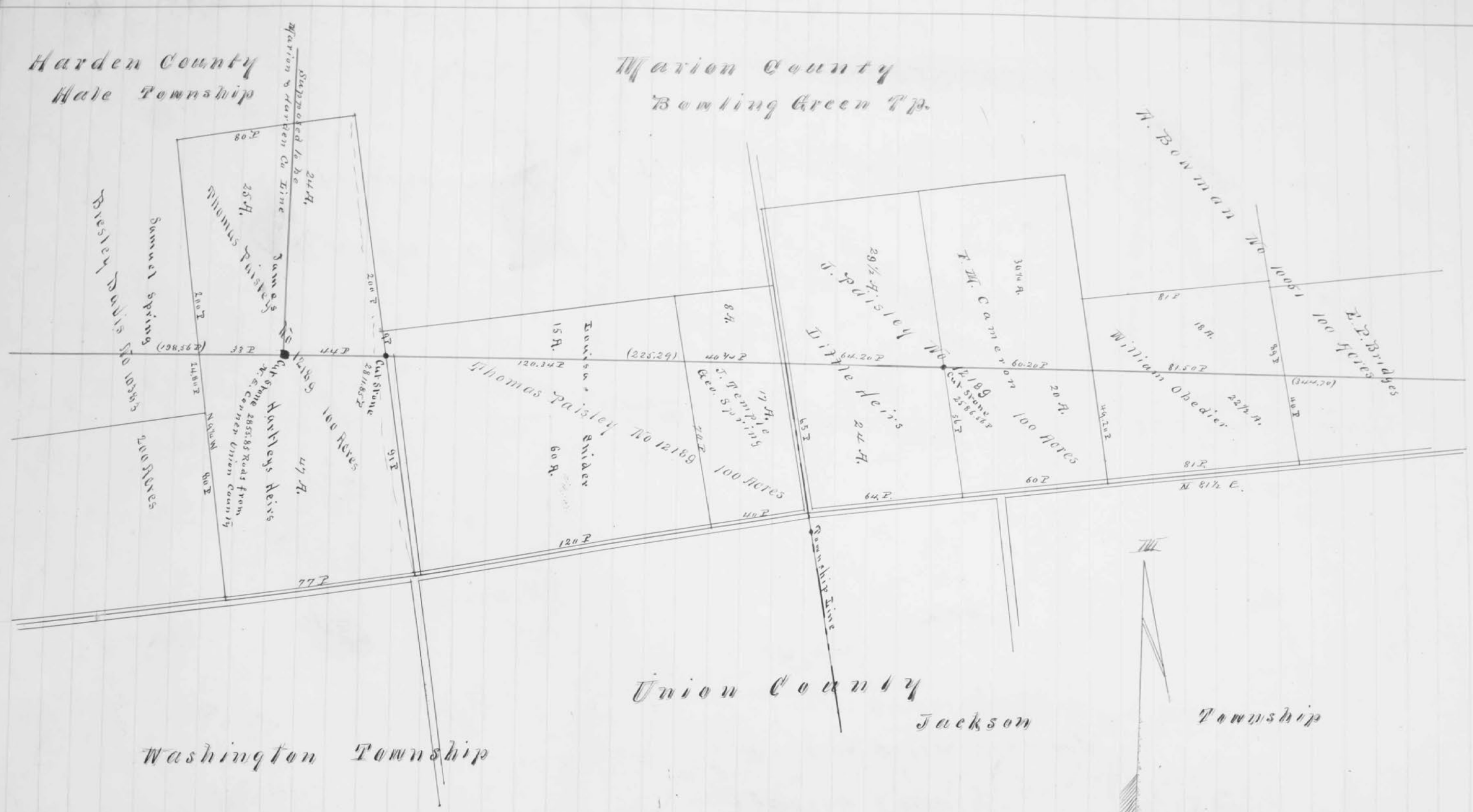
Henry Bristley
15.60 A.
20.7 A.
Charles Porterfield
18.35 A.
Philip Bender
Cut Stone
No 9944 1000 Acres
24.80 A.
67.09 A.
16.76 A.
82.22 P
John Zeig
Essex Burwick Graded Road
32.78 A.
Cut Stone
67.22 A.
123.87 P
124.92 P
James Taylor No 9943
888 Acres
Marion County
Greencamp Township
Union County
Jackson Township
Christian Wasserbeck
208.60 A.
43.40 A.
200 P
Cut Stone
Township Line
stone
A. Buford No 9942 194 Acres
A. Buford No 9942 194 Acres
Bowling Green Tp

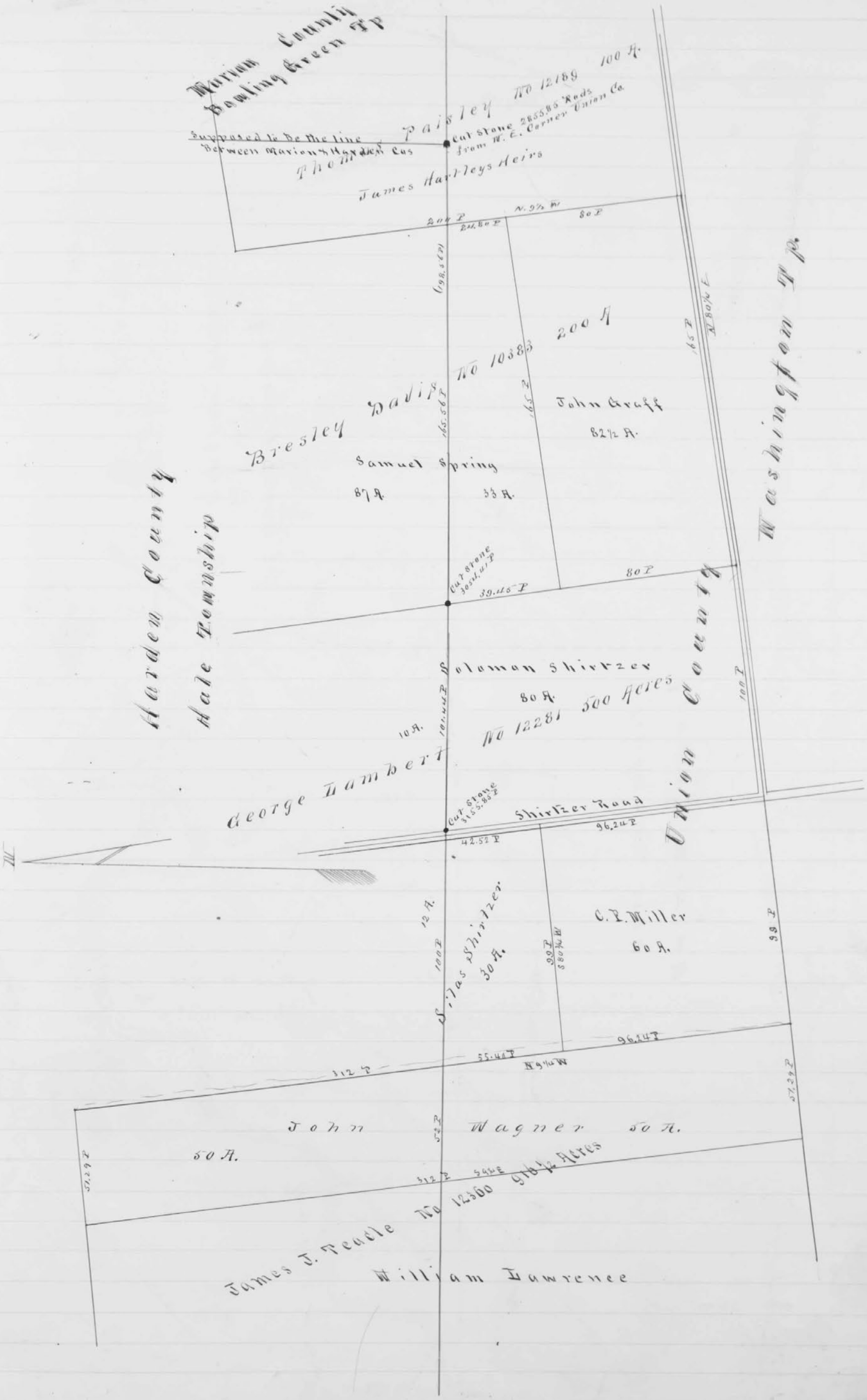
Greenbrier Tp.
James Taylor No 9943 888 Acres
Christian Wasserbeck
Township Line
Stone
Cut Stone
John Hall
11.54 A.
17.74 A.
A. Buford No 9943
A. Buford No 9943
Bowling Green Township
Union County
Jackson Township
194 Acres
W. J. Hall
S. Price
30 A.
S. C. Hall
41.09 A.
W. Carrington No 9946
W. Carrington No 9946
Creek
No 9946 277½ Acres
Bedin Price
9.98 A.
Small Wood
Eliza
37 A.
Bedin Price
40 A.
Lesser
S. Tiarae Gravel Road
Jonathan Bell
Harriman
No 9941 266 ⅔ Acres



Marion County

Marion County
Bowling Green Township
N
G.S. N. Washington No 258 500 Acres
G. Washington No 258 500 Acres
N. Bowman No 10051 100 Acres
William Obedier
E. P. Bridges
Fred Judd
W. H. Judd
Winnamack Road
N 9 W.
Cut Stone
E. P. Bridges
87.30 P
3.65 A.
93.12 P
Blue Gravel Road
N 9 W
112 P
John W. Parish
59.65 A.
Nathaniel Sawyer No 10408
Moses Cosgrey
Jane Column
27 13/100 A.
Cut Stone 2024.71 P
Column Road
C. Sparkes
12.43 A.
87.85 P
4.23 A.
87.20 P
N 88½ E
S 81½ W.
Bushrod C. Munson
J. D. Gillispie
53¼ A.
1000 Acres
85.68 P
S 81 W
64 P
87.20 P
Union County
Jackson Township


Harden County
Hale Township
Marion County
Bowling Green Tp.
Union County
Jackson Township
Washington Township
Supposed to be Marion & Harden Co Line
Thomas Paisley No 12189
Thomas Paisley No 12189
Samuel Spring
Bresley Davis No 10383
Hartleys Heirs
Louisa Snider
J. Temple Geo. Spring
Little Heirs
J. Paisley
F. M. Cameron
William Obedier
E. P. Bridges
100 Acres
Township Line
N 81½ E.


Marion County
Bowling Green Tp
Supposed to be the line
Between Marion & Hardin Cos
Thomas Paisley
No 12189
100 A.
Cut Stone 2855.85 Rods from N.E. Corner Union Co.
James Hartleys Heirs
N. 9¼ W.
204 P
80 P
Paisley
No 10383
200 A
John Kraft
82½ A.
Samuel Spring
87 A.
33 A.
Hardin County
Hale Township
Union County
Cut Stone 3031.41 P
39.45 P
80 P
Soloman Shirtzer
80 A.
No 12281 500 Acres
George Lambert
10 A.
Cut Stone 31.55.85 P
Shirtzer Road
96.24 P
42.52 P
C.P. Miller
60 A.
12 A.
Silas Shirtzer
30 A.
55.44 P
N 9¼ W
312 P
John Wagner 50 A.
50 A.
No 12300 510½ Acres
James J. Teadle
William Lawrence

John Wagner

N

S 12 E 312 F.

S 9¼ E

130 A.

William Lawrence

120 A.

127.70 F.

128 F.

916½ Acres

122.70 F

S 80¼ W

320 F

S 78 W

(420 F)

No 12360

S 9¼ E

Union County

Washington Township

James J. Teacle

148 A.

140 F.

94 F.

Henry Massie Heirs

Harden County

Hale Township

N 12 W 125 F

Cut Stone 3575.852

N 41¼ W 43 F

61 F

S 82 W 272 F

274 F

S 5½ E 241 F

Henry Massie Heirs

(60 A.)

48 A.

S 23½ W 76 F

372 A.

(242 A)

William Lawrence

No 13748

260 Acres

Caldwalder Walker

Ross

Creek

S 23½ W 172 F

75 A.

N 32 W 132 F

N 46 W 32 F

Cut Stone 3575.852

N 41¼ W 43 F

61 F

S 82 W 272 F

274 F

S 5½ E 241 F

Cut Stone 1899.85 F

N 5¼ W 196 F

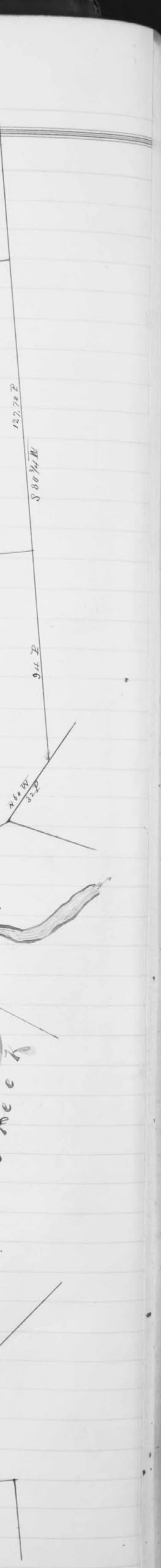
70 F

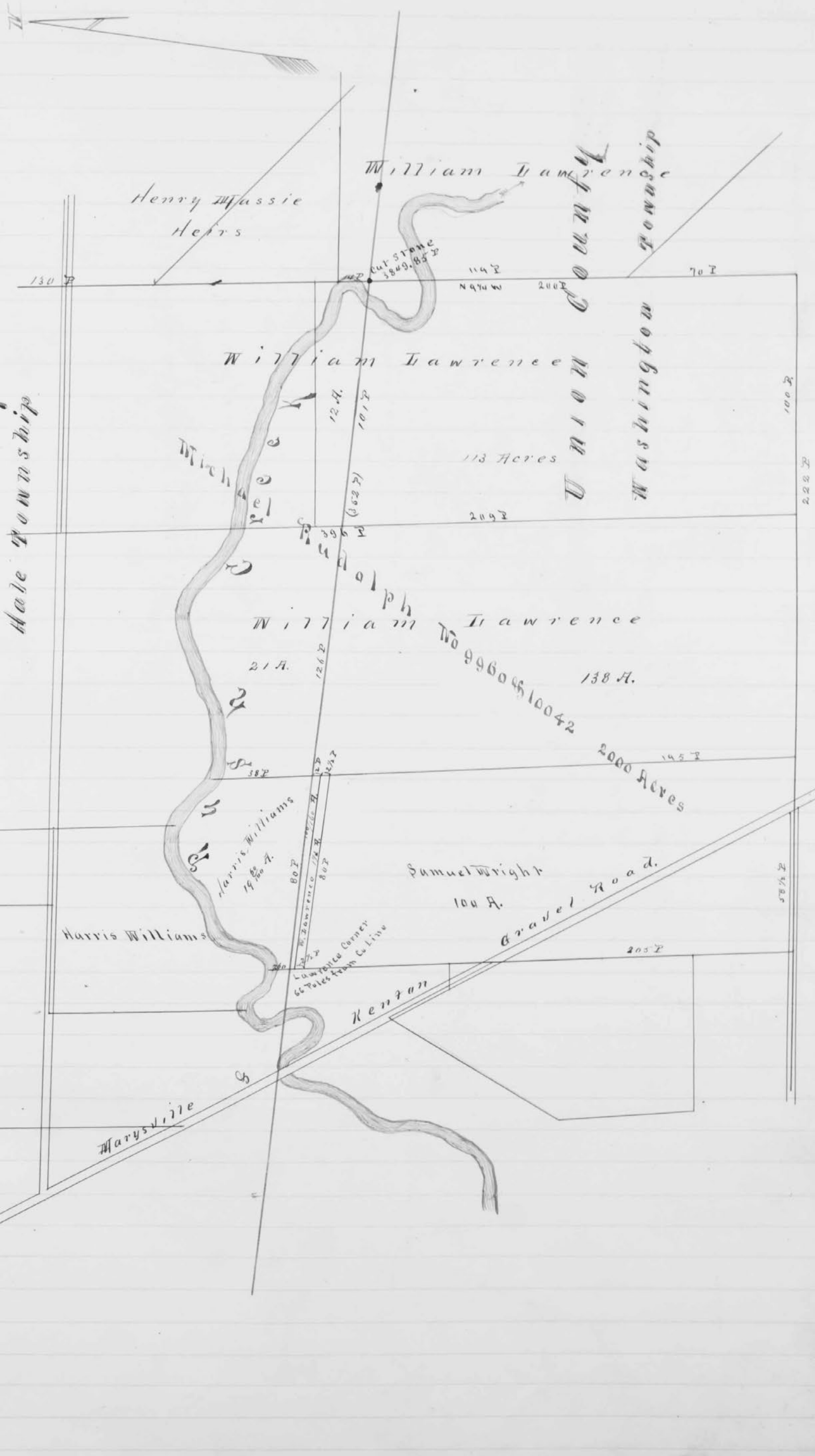
119 F

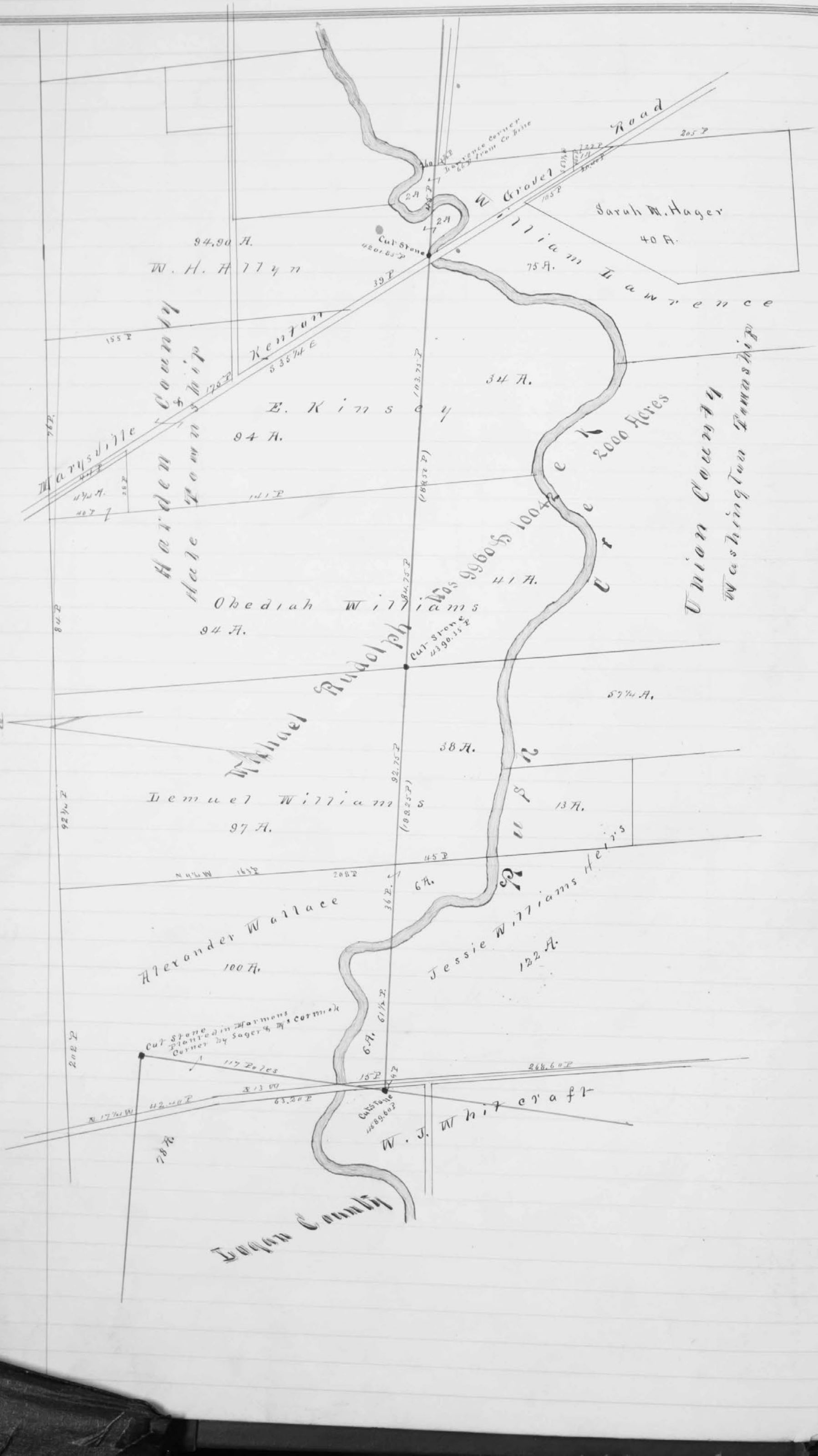
N 9¼ W 200 F

130 F

William Lawrence


S 80¾ W
127.20 P
94 P
N 86 W
32 P


Henry Wassie
Heirs
William Lawrence
Harden County
Hale Township
Union
Washington
William Lawrence
12 A.
101 P
113 Acres
Mitchell
Creek
Rudolph
William Lawrence
21 A.
126 P
138 A.
No 9960 & 10042
2000 Acres
Harris Williams
19 & 20 A.
Samuel Wright
104 A.
Gravel Road.
Harris Williams
Lawrence Corner
66 Poles from Co Line
Kenton
Marysville



Pleas-
and held
of Union c
8" day of
Courthou
Pleasan
Loan A
Valley C

Petition

John M
A. Scott

A Scott,
that da
the sum
dred & N
copy of
or al
ment of
is a true

Mortgage Know
husban
Consid
by the
Valley C
Sell & c
cation
describe
Comm
tional C
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Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 8th day of May A.D. 1880. Heretofore, to wit on the 8th day of August 1878. the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Pleasant Valley Building and Loan Association of Pleasant Valley Ohio. Plaintiff

vs.

John H. Scott and Lucy A. Scott his wife.

Plaintiffs say: That they are a corporation duly authorized under the laws of the State of Ohio. That on the 5th day of July A.D. 1873 the said Lucy A. Scott executed and the said John H. Scott, with her consent, delivered to the Plaintiff her promisson note of that date whereby the said Lucy A. Scott promised to pay to the Plaintiffs the sum of One Thousand Dollars ($1000.00) with interest on seven Hundred & Thirty five Dollars ($735.00) thereof from date, for value received a true copy of said note is herewith attached afterwards the said defendants on or about the 5th Day of July A.D. 1873 to secure the plaintiff the payment of said note and indebtedness represented thereby, Executed and delivered to Plaintiff their mortgage deed of which the following is a true copy with all the indorsments thereon.

Mortgage

Know all men by these presents: That Lucy A. Scott and John H. Scott husband of Lucy A. Scott, in the County of Union and State of Ohio, in consideration of the sum of Ten Hundred Dollars in hand paid by the Pleasant Valley Building and Loan Association of Pleasant Valley Ohio, have bargained and sold and do hereby, Grant, Bargain Sell & convey unto the said Pleasant Valley Building and ~~Loan~~ Association of Pleasant Valley Ohio, and its assigns forever, the following described real estate, situate in the township of Jerome in the County of Union and in the State of Ohio, to-wit: Being a fractional Part of 4 Acres of Land conveyed to Asa Converse May. 13th A.D. 1864. Beginning at a stake in the center of the Chilicothe Road and in the South line of Lucas Sullivans Survey. No 10708. Thence with said Road N. 21° W. 4 poles to a stake, thence South 69° W. 11 Poles & 20 links to an Alley; Thence 21° E. 1 pole & fifteen (15) links to said Sullivans line; Thence with said line, N. 85¼° E. 12 poles to the place of Beginning containing 31 Square Rods more or less and being part of said Lucas Sullivans Survey No 10708. To have and to hold said Premises with the appurtenances, unto the said Pleasant Valley Building and Loan Association of Pleasant Valley Ohio, and its Assigns forever.

And the said Lucy A. Scott and John H. Scott for ~~themselves~~ and their heirs do hereby covenent with the said Pleasant Valley Building and Loan Association of Pleasant Valley Ohio, and its assigns that they were lawfully seized of the premises aforesaid, that the said premises are ~~free~~ and clear from all incumberances whatsoever and that they will forever warrant and defend the same with the appurtenances to the said Pleasant Valley Building and Loan association of Pleasant Valley Ohio, and its assigns, against the lawful claims of all persons Whomsoever. Provided

Nevertheless, And these presents are upon this condition, That whereas the said John H. Scott has executed and delivered to the said Pleasant Valley Building and ~~Loan~~ Association of Pleasant Valley, Ohio, One Promissory Note of even date herewith, for the sum of One Thousand Dollars, upon the following conditions, Said John H. Scott being a member of the Association, and having at a regular meeting of the association bid a premium of $26 3/4, 27 & 26 Dollars per share of Stock for precedence in taking an advanced loan, and having thereby obtained said precedence, And having received from said Association an advanced Loan of Seven Hundred and Thirty five Dollars, the full value of five Shares of stock in said Association, On each of which five Shares of Stock he agrees to pay a weekly installment of twenty five Cents, and on Seven Hundred and Thirty five Dollars, the Amount of said advanced loan so advanced premium for precedence, he agrees to pay interest at the rate of six Percent. per annum ~~for each week~~ Equal weekly Payments ~~on each Monday~~ amounting to $3.85 Cents. on saturday of each week. until said Association shall be dissolved as provided in the constitution thereof, the taxes on the premises conveyed by these presents, the Fire Insurance Premium on said property, Ground rents thereon, and all fines and forfeitures, according to the Constitution and By-Laws of said Association,

Now if the said John H. Scott or Lucy A. Scott shall punctually pay to the said Association, or its assigns, the said Weekly installments on said five shares of Stock and the interest as above stated, the taxes on the property conveyed by these presents, the Fire Insurance Premium on said property, the ground rents thereon, and all the fines and forfeitures according to the Constitution and By-Laws of said Association then these presents shall be void.

But if the said John H. Scott & Lucy A. Scott shall fail to pay the said weekly installments, or the installments of interest as above stated, the taxes, the Fire Insurance Premium, ground, rents, or fines and forfeitures when the same respectively become due or within sixty days after due, then the amount of said loan shall become due and this mortgage shall be foreclosed.

In witness whereof, The said Lucy A. Scott who hereby releases her right and expectancy of Dower in the said premises, has hereunto set her hand and ~~seal~~ seal, this 5th day of July in the year of our Lord one thousand eight hundred and Seventy three.

Signed. John H. Scott (Seal) Lucy A. Scott (Seal)

Signed, Sealed and Acknowledged in Presence of us:

Attest. J. H. Stewart. Egra. Pitcher.

State of Ohio, County of Madison ss. Before me a Mayor of the incorporated Village of Plain City within and for said County, Personally came J. H. Scott & Lucy A. Scott. the grantor in the foregoing Deed and acknowledged the signing and sealing thereof to be their voluntary act and Deed, for the purposes therein expressed And the said Lucy A. Scott. wife of the said John H. Scott. being examined by me, separate and apart from her said husband and the contents of said deed being by me made known to

thems, thus declared that they did volunteerily sign seal and acknowledge the same, and that they are satisfied therewith.
In Testimony Whereof I have hereunto subscribed my name & Official seal this 5th day of June in the year 1878.

(Seal)

Signed Ezra Pitcher Mayor of the Corporation of Plainville city.

That said sum of ($735 Cts) Seven hundred & thirty five Dollars was advanced by the plaintiff at the request of the defendants, for the use of the defendants in building upon the lands conveyed by said mortgage which land was then owned by the said Lucy A. Scott wife of the said John H. Scott, and upon agreement of the Defendants to pay ($1000 Cts) to said Association of which John H. Scott was then a member together with interest upon $735 Cts from said date payable when said Association shall be declared by its Board of Directors legally ended and upon the further agreement that should weekly interest thereon as provided by the By-Laws of said Association remain unpaid for four weeks after the same becomes due as should the stock of the said John H. Scott in said Association, whereupon said money was advanced become forfeited for the non payment of the Weekly installments thereon then said sum of ($1000 Cts) with interest as aforesaid to become due and collectable immediately. Plaintiff further say, That at the time said Mortgage was made it was intended by all of the parties thereto to secure the payment of said indebtedness for which said note was given in the manner agreed as herein set forth. By error and mistake it was made to appear in said mortgage, that is was given to secure a note executed by John H. Scott. whereas the note was made by Lucy A. Scott. It also appears from the certificate of the Justice by mistake, that the signing and sealing of said mortgage by Lucy A. Scott was acknowledged before him by her on the 5th day of June 1873. whereas it was acknowledged by her on the 5th day of July 1873. The name of said Lucy A. Scott also by mistake appears in several places in said Mortgage erroneously as Lucy E. Scott. The Plaintiff's ask, that said mortgage be reformed so as to conform to the facts as above set forth. The said deed has become absolute. The weekly installments of stated dues were paid in full up to August 4th A.D 1877. and then ceased and no payment of said Stated dues have been paid since.
The weekly installments of stated dues upon each of said five shares of stock, is twenty five cents each, making in all $1.25 per week stated dues and for the time of 53 weeks from Aug. 4th 1877 to and including Aug. 3d 1878. amounting to $66.25 due and unpaid on said Mortgage. The weekly installments of interest on said advanced loan of ($735 Cts) is 85 Cts per week there is now due and unpaid 53 weeks of weekly installments of interest amounting to ($45.05 from Aug. 4th ~~1877~~ A.D 1877 to and including Aug. 3d 1878. now due and unpaid on said mortgage. The smallest fine assessed for non payment of weekly installments of weekly dues is 5 cents per share of stock making on said five shares of stock 25 cents per week. There is now due in weekly fines $18 25/100 (to-wit:) on each and every installment from Aug. 4th 1877. to and including Aug. 3d 1878. being 53 weeks, now due and unpaid on said mortgage. Plaintiff further says: There is due and unpaid on said indebtedness the sum of $124 25/100

Consisting of the following Items, to-wit: Of weekly stated dues 53 weeks $66.25; of weekly installments of interest $45.05; of fines 53 weeks @ 5¢ per share per week $13.25 Total $124.55 Which amount is now due and unpaid and secured by said mortgage.

The plaintiff therefore Prays that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said Debt and such other and further relief as equity may require.

C.P. Neal Atty for Plaintiffs

The State of Ohio Union County ss. C.P. Neal being sworn says he is the Attorney of the above named Pleasant Valley Building and Loan Association duly authorized in the premises, that the facts ~~set~~ forth in the above pleadings of the plaintiff are within his personal knowledge, and that the facts stated and allegations in the foregoing Pleadings of the Pleasant Valley Building & Loan Association as affiant believes are true. C.P. Neal.

Sworn to before me and signed in my presence this 8th day of Aug. A.D. 1878.

James Robinson Justice of the Peace of Jerome Tp. Union Co O

Praecipe To Clerk. Issue a summons in this case returnable according to law C.P. Neal Atty for Plff

Afterward on the 8th day of August A.D. 1878. A Summons was issued by the Clerk of said Court which reads as follows, viz.

Summ. The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify John H. Scott and Lucy A. Scott that they have been sued by Pleasant Valley Building & Loan Association in the Court of Common Pleas of Union County, and that unless they Answer by the 7th day of September A.D. 1878. the petition of the said Building and Loan Association against them filed in the Clerks office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this ~~writ~~ summons on the 12th day of August A.D. 1878. Witness my hand and the seal of said Court this 8th day of August A.D. 1878.

(Seal) C.M. Winget Clerk.

Sheriffs Return The State of Ohio, Union County ss. Received this writ August 8th A.D. 1878. at 3 o'clock P.M. and pursuant to its Command served the same Aug. 12th 1878 by delivering a certified copy thereof with the endorsements thereon to the within named Lucy A. Scott and at the same time leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named John H. Scott. Service 55¢ Mileage $1.20 Cop. 40¢ Return 15¢ Total $2.30

J. Miller Sheriff.

Afterward on the 5th day of September 1878. the following Answer was filed with the Clerk of said Court which reads as follows, viz.

Answer. Pleasant Valley B. & L. A. vs. John H. Scott and Lucy A. Scott.

The Defendants for Answer to the Petition of the said Plaintiff, Respectfully represent. That they deny that there is

any sum due the Plaintiff by reason of the facts stated in its Petition, they deny that said Plaintiff has any right legal or equitable to collect from these Defendants any sum whatever by reason of the premises, But on the contrary the Defendants say that about the 9th day of April 1875, The Plaintiff started business in said Pleasant Valley under a charter from the State of Ohio, and there was then adopted a constitution and By Laws to govern the Plaintiff in all its dealings with the members of the Plaintiff and others. The Defendant, John H. Scott became a member of the said Plaintiff and took five shares of stock therein and paid his weekly installments of dues until the month of July 1878 when the Defendant effected a loan of $735.00 on their five shares of stock. and also continued to pay fines, interest and dues until the year 1877. When it became and was apparent to the Defendant that the Plaintiff wholly disregarded its obligation to members and wholly disregarded the laws of the State of Ohio and ceased to be governed by the Constitution and by laws adopted by the Plaintiff to govern its members. The Plaintiff would and did exact from these defendants exhorbitant and usurious fines and penalties being as high as twenty five cents per week on each share of stock making One Dollar & twenty five cents per week on five shares) The Plaintiff thus paid into the treasury of the Plaintiff as exhorbitant and usurious fines a sum more than sufficient to settle all dues and interest to this date, and these defendants ask the Court to require the same to be so applied and the account stated in favor of the defendants as the proof will offer. 2d. The Defendants further say that the Plaintiff in violation of its charter and constitution and By Laws and in violation of the rights of the defendant has at various times wholly discharged and released other members of the Plaintiff from their obligations in paying dues and interest and have cancelled and discharged members of the Plaintiff thereby increasing the burden on the Defendants. The Defendants say that many of the members of the Plaintiff who have received advanced loans and who gave like obligations with the Defendant and to pay dues and interest until said Plaintiff should terminate on the 8th day of December 1878, have been totally and wholly released and absolved from paying said dues and interest and their obligations therefor cancelled and that this violation of the Charter, Constitution and By-Laws would and does greatly increase the dues of the defendant and if suffered to go on would result in a perpetual payment by the defendants and to their great injury. The Plaintiff has also neglected and failed to offer money for advanced loans as required by the Constitution and By Laws and have been making final Contracts and paying out Money Contrary to the Constitution thereby increasing the burden of the Defendants and to their damage. It has ceased to offer funds to be loaned as required by Article -- Section 2. of the Constitution. The Defendants aver that by this releasing other members and charging usurious interest and endeavoring to hold the Defendant beyond the

terms of the obligations the Plaintiff has forfeited its Charter and all rights under the same and has now no right legal or equitable to maintain this action against the Defendants. The Defendants deny that there is any sum whatever due the Plaintiff from them and by reason of the premises they ask to go hence without day and recover their costs, and that said Mortgage may by order of this Court be cancelled as a claim upon their title to said land and for all such other and further relief as may be equitable and just

Cameron & Benton. Attys for Defts

State of Ohio Union County ss. John H. Scott one of the Defendants being first duly sworn deposes and says the facts stated & the allegations made in the foregoing Answer are true as he verily believes.

John H. Scott.

Sworn to before me by John H. Scott and by him subscribed in my presence This 5th day of September 1878.

F. M. Knight Clerk.

Afterwards on the 15th day of February 1879 the following entry was made on the Journal of said Court which reads as follows viz:

Entry

Pleasant Valley Building and Loan Association vs John H. Scott et al.

This day this cause came on to be heard upon the motion of the plaintiff to strike out certain things in the Answer and to make more definite and certain, the cause being argued by counsel and the Court being fully advised in the premis es overrules said motion and leave granted to defendant to amend answer by Monday second week.

Afterward on the 22d day of February 1879 the following Reply was filed with the Clerk of said Court which reads as follows viz:

Reply.

Pleasant Valley B. & L. A. vs John H. Scott et al.

Common Pleas Court Union County Ohio.

Now comes the said Plaintiff and for Reply to the defendants Answer say - That in a suit on said note and Mortgage by this plaintiff against the said defendant in this Court and by the decree thereof at its April Term A.D. 1877. all matters in dispute between the said parties and the amount due thereon April 7th 1877 were settled by this Court in favor of this Plaintiff as plaintiff in said suit against those defendants as defendants therein, by decree for the full amount then claimed by plaintiff to be due thereon. and a foreclosure of said mortgage in case of default in payment thereof by defendants said defendants submitted to said decree and afterwards paid the whole amount thereof. And the defendants are thereby barred and estopped to set up any claim on account of excessive fines assessed and collected by plaintiff that existed at that time or arose prior to said decree. No fines in excess of five cents per share of said stock for each default in payment of dues according to the terms of said note and Mortgage, have been assessed or collected

Amended Answer

by plaintiff, thereon enters said decree.
Plaintiff denies each and every allegation of said answer not contained in the petition nor pleaded to above. Except the allegations that plaintiff has released members from paying dues and interest, and cancelled their obligations. And plaintiff says said releases were made only in cases where the member released had paid back in dues the amount borrowed, and kept up the interest thereon till released. And in cases where the member had not borrowed any thing and consented to take the amount by him or her paid in with interest at 6% in full satisfaction of all claims against said Association, except as to a share of net profits remaining at winding up.
The defendant has a right to settle on the said terms, and all other member alike. And said settlements are equitable and right and made in good faith for the best interest of the entire Association including the defendants, and are for their best interest, as well as the best interest of all concerned and are made under and by virtue of the laws and legal rules governing said Association & fully Authorized and plaintiff denies every allegation to the contrary. Plaintiff prays as in his petition. P.B Cole & Son & C.P. Neal Atty's for Pl'ff.

State of Ohio Union County ss P.B. Cole being sworn says he is one of the Attorneys of Plaintiff duly Authorized in the premises that said Plaintiff is a non resident of said County of Union and the said petition is upon a written instrument for the payment of Money only and that the facts stated in the foregoing pleading are as he believes all true.
P.B. Cole.
Sworn to and subscribed before me this 22d day of Feb 1879.
W.M. Winget Clerk.

Afterward on the 24th day of April 1879 the following Amended Answer was filed with the Clerk of said Court which reads as follows viz:

Pleasant Valley Building and Loan Association of Pleasant Valley Ohio
vs.
John H. Scott and Lucy A. Scott.
} In the Court of Common Pleas of Union County Ohio.

Amended Answer

The Defendants for Amended Answer to the Petition of the said Plaintiff's Respectfully represent that they deny that there is any sum due the plaintiffs by reason of the facts stated in the petition, they deny that said Plaintiff has any right or equitable right to collect from these defendants any sum whatever by reason of the premises. But on the contrary these defendants say that about the 9th day of April 1870. The Plaintiffs started business in said Pleasant Valley under a charter from the State of Ohio, and then and there adopted a constitution and By Laws to govern the Plaintiffs in all its dealings with the members of the Plaintiff and others. The defendant John H. Scott became a member of the Plaintiff and took five shares of stock therein and paid his weekly installments of dues until the month of July 1873 when the defendants effected a loan of $735. on their five shares

of stock, and also continued to pay fines interest and dues until in the year 1877 when it became due and was apparent to the Defendants that the plaintiff wholly disregarded its obligations to members and wholly disregarded the laws of the State of Ohio and ceased to be governed by the constitution and by laws adopted by the plaintiff to govern its members. The said plaintiff wholly disregarded the following articles of their constitution and By Laws.

Article 7" The Annual meeting of the stock holders for the election of directors shall be held at the office of the Company on the first Monday in January of each year at the hour of two O'clock P.M and the secretary shall cause notice of such meeting to be published in a weekly paper published in Madison County Ohio for three weeks next preceding the day of Election.

Article 8: Section 1st The Board of Directors shall consist of seven and the Officers shall be a President, Vice President, Secretary and Treasurer all of whom shall be Stockholders

Section 2d The Directors shall be elected at the regular annual meeting and shall serve until their successors are elected and qualified. Immediately after their election the Directors shall elect one of their number President of the Association, And one Vice President, And shall elect a Secretary and Treasurer from among

Art 9- Sec 1st The regular meeting of stockholders

The Stockholders shall be held on the last Saturday of each month at such places as the Directors may determine.

Sec. 2d Special meetings of the Stockholders may be called whenever the President deems it necessary and the Secretary shall call a special meeting on the request in writing of twenty five stock holders Notice of special meetings shall be given by written notice posted up in five conspicuous places at least one week previous to such special meeting. And no other business shall be transacted than that for which the meeting was called.

Sec.- 3 A Representative of twenty five shares of stock shall be necessary to constitute a Chorum for the transaction of business at any Annual, Monthly or special meeting of the Association

Section 4." All meetings and elections of the Stockholders each share of stock shall be entitled to one vote and may be voted by the owner or, in his absence by Proxy: provided such Proxy be filed with the Secretary at or previous to the meeting.

Article 10" Sec. 1st At each regular monthly meeting of the stock holders, the directors, through the presiding Officer, shall offer for loan all funds remaining in the depository and undisposed of providing they may come to retain in the depository a sum not exceeding One Hundred dollars, no stock holder who is in arrears to the Association shall be allowed to borrow, nor shall his bid be received. Sec. 2d. The sums shall be offered for loan in sums of Two Hundred Dollars, and the rate of interest shall be, Six per cent per annum payable weekly on the amount of Money received by the borrower, The Stockholder offering the greatest discount shall be entitled to make the loan and the stockholder to whom the loan is made shall have the privilege

of increasing his loan at the same rate of discount to any sum not exceeding his stock bid he must at once signify his desire to increase his loan, provided a sufficient sum to meet the loan is then in the treasury. Sec. 3d Interest as all loans shall commence on the 10th day after the date of the monthly meeting at which the loan was made. Article 3d Sec. 1st The Board of Directors shall cause this constitution and By Laws to be duly executed and shall, under said constitution and By Laws and the laws of the State of Ohio, have the supervision of the affairs of the Association. A majority of the Board shall constitute a quorum for the transaction of business.
Sec. 2 The President shall preside at all meetings of the Board of Directors and stockholders signs all orders on the treasury for money when ordered by the Board of Directors, and perform all such duties as pertains to his office. Sec. 3. The Vice President shall perform the duties of the president in the absence of the President.
Sec. 4th The Secretary shall keep a faithful record of the proceedings of the Association and the Board of directors receive all money due the Association and pay the same into the treasury & force take his receipt therefor, keep a strict account with all the stockholders, draw and attest all orders on the treasury, make out public notices and have them published, and take charge of all books and Papers belonging to his office and the common seal of his association. He shall a financial exhibit of the association every three month or oftener if requested; he shall deliver up to his successors in good order at the close of his term of office all books papers, and property of the Association in his care, he shall give security in the sum of Two Thousand Dollars for the faithful performance of his duties. Sec. 5: The treasurer shall receive from the Secretary all moneys of the Association and give his receipt therefor. Pay all orders issued by the Board of Directors when properly signed by the President and Secretary. Keep safely all mortgages, Policies of Fire insurance and other securities, have all policies of insurance property renewed at expense of parties insured; he shall make a quarterly report of receipts and disbursements, and the amount of money on hand he shall give a Bond of Five thousand Dollars before entering on the duties of his office for the faithful performance of the same. Article 4th Sec. 1st In case a vacancy from any cause in the Board of directors the same shall be filled at the first monthly meeting of the stock holders after the vacancy accrues. Sec 2nd In case a vacancy of the office of President. Vice President. Secretary or treasurer, the Board shall cause the same to be filled within one month or sooner if deemed necessary. The defendants say that the Plaintiff in violation of the above rules and By Laws have neglected to elect any of the officers of the Association for three years last past, that in violation of said laws they have had no regular meetings that they have lent money privately and not at the regular meetings as the law requires them to do. that they have collected dues from him and others they have never collected dues or fines.

for three years last past all in violation of the above named By Laws
of the said Association. The party claiming to be secretary pays
over no money to the treasurer. The Plaintiff would and did
exact from this defendant exorbitant and usurious fines and
penalties being as high as twenty five cents per week on each share
of stock making One Dollar and Twenty five cents per week on
the five shares this defendant then paid into the treasury of the
Plaintiffs as exhorbitant and usurious fines a sum more than
sufficient to settle all dues and interest to this date and these
defendants ask the Court to require the same to be supplied Reply.
and the account stated in favor of the defendants as herein prayed
appear. 2d The Defendants further say that the Plaintiffs
in violation of its Charter and constitution and By Laws. And
in the violation of the right of the defendant has at various times
wholly discharged and released other members of the Plaintiffs
from the obligation in paying dues and interest and having
cancelled and discharged other borrowing members of the
Plaintiff thereby increasing the burden of the defendants
The defendants say that many of the members of the Plain-
tiff who have received advanced loans and who gave like
obligations with the Defendants to pay dues and interest
until said Plaintiff should terminate and the Officers
thereof wound up, have been totally and wholly released and
absolved from paying said dues and interest and their obliga-
tion therefor cancelled, and that this violation of the Charter
Constitution and By Laws would and does greatly increase the
dues of the defendant and if suffered to go on would result in
a perpetual payment by the defendant and to their great in-
jury. The Plaintiff has also neglected and failed to offer mon-
ey for advanced loans as required by the constitution but have
been making private contracts and paying out money contrary
to the constitution thereby increasing the burden of the def-
endants and to their damage. It has ceased to offer funds
to be loaned as required by Article X Sec. 2 of the Constitution
The defendants aver that by the releasing of other members
and charging usurious interest and undertaking to hold
the defendant beyond the terms of their obligation.
The Plaintiff has forfeited its Charter, and all rights under
the same and has now no legal or equitable right to main
tain this action against the defendants. The Defendants
deny that there is any sum whatever due the Plaintiffs from
by reason of the premises. They ask to go hence without day.
And recover their costs and when the accounts are lawfully
and equitably adjusted that they may have judgment
against the Plaintiff if there is any found due therein and that
said Mortgage may be by the order of the Court cancelled
as a cloud upon the title to said lands and for all such othe
and proper relief as may be equitable and just
Cameron & Benton Attys for Defts

State of Ohio, Union County ss. John H. Scott one of the defendants being first duly sworn deposes and says, the facts stated and the allegations made in the foregoing Answer are true as he verily believes

John H. Scott.

Sworn to by John H. Scott and signed by him in my presence this 16th day of April A.D. 1879.

John M. Broderick Notary Public.

Pleasant Valley Building & Loan Association of Pleasant Valley Ohio
vs.
John H. Scott & Lucy A. Scott.

Reply.

Now comes the Plaintiff & for Reply to the Amended Answer says. That in a suit by the Plaintiff against the said defendants upon said note & Mortgage, in this Court and by the decree thereof at its April Term A.D. 1877. all matters then in dispute between said parties, and the Amount of the Balance then due from defendants upon said note and Mortgage including fines interest and stated dues were adjusted and settled the amount so found due was $225.00 including fines interest & dues. The said defendants submitted to said decree, and soon thereafter paid and satisfied the same in full. The defendants by said decree and the satisfaction thereof are barred and estopped from setting up any claim on excessive fines alleged to have been assessed and collected by the Plaintiff, prior to said decree or included in said decree. No fine in excess of five cents per share for each of said shares for each default has been assessed or collected by Plaintiff against defendants since said decree. Said rate is reasonable. No payments have been made on account of said stock or indebtedness except the regular weekly dues and interest at six per cent and fines assessed for defaults in paying dues as provided by the terms of said Mortgage, and no payments thereof have been made for the time for which they are claimed in the Petition. The following is a true copy of the By laws of said Association by which all fines assessed by the Plaintiff were duly Authorized.

Article 8th - Fines. - Section 1. Each member of this Association shall pay twenty five cents weekly on each share of stock owned by him or her, beginning on the ninth day of April A.D. 1871 which shall be due and payable on Saturday evening of each week until the Value of the Assets of the Association shall be sufficient to divide to each and every unredeemed share the sum of Two Hundred Dollars, or its equivalent when the Board of Directors shall cause such distribution to be made, providing that any member may pay in advance for such time as he may choose.

Section 2. Should any member fail to pay these weekly installments promptly when the same shall become due he shall be fined, for the first week, five cents. for the second week, ten cents, for the third week, fifteen cents, and for the fourth week twenty five cents for every share owned by him or her, and if such installments remain unpaid for thirty days after they shall become

due and payable, then the Board of Directors may forfeit such stock to the association, but they may, for good cause shown, remit such penalty or forfeiture. Plaintiffs say, the alleged matters in said Amended answer claimed to make a forfeiture of its Charter are not proper subjects of injury, and constitute no defense in this cause. And that the whole amount paid by defendants on account of said stock and loan by way of stated dues is $455= And the interest paid was only 6% as provided in the mortgage, and all fines paid were authorized by the by laws above given. Having thus fully replied Plaintiff prays as in the petition.

Coles & C. P. Neal Attys for Pltff.

State of Ohio Union County ss. J. B. Cole being sworn says the facts stated and the allegations in the foregoing pleading are as he believes true, and that he is one of the attorneys of the plaintiff duly authorized in the premises. J. B. Cole.

Sworn to and subscribed before me this 16th day of Aug. 1879.

W. M. Wright Clerk.

Afterward on the 18th day of September 1879 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry

Pleasant Valley B & L A. vs. John K. Scott et. al. } Court of Common Pleas Union County O. This cause coming on for hearing on Motion of the Plaintiff to strike from the Amended answer certain irrelevant, redundant and immaterial matter was argued by counsel, and submitted, whereupon the Court being fully advised in the premises do sustain said motion and order the following matters to be stricken out viz in accordance therewith, to-wit: All of said Amended answer from and including the word "When" in the 5th line from the bottom of the first Page down to the 23d line on the 6th Page thereof. And all thereof from the end of the 2d line on the 7th Page down to and including the word "Defendants" in the tenth line of the 8th Page.

Thereupon the defendant asked and obtained leave to amend his Answer by Wednesday of the 3d week of this Term.

Afterward on the 7th day of Nov 1879. the following Supplemental Petition was filed with the Clerk of said Court which reads as follows

Supplemental Petition

Pleasant Valley B & L A. vs. John K. Scott & Lucy A. Scott } Court Common Pleas Union County O. Now comes the said Plaintiff by leave of the Court and files this its Supplemental Petition and says: That since the filing of the original petition in this cause, viz: Aug 8. 1878. 65 installments of stated dues and interest upon the Obligations & Indebtedness described in the Petition have accrued & become due to-wit: One upon each Saturday from that date to and inclu

Entry

Amended Answer

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Entry

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ding Nov 1. 8. 1879. Amounting in all to $81.25 stated dues, and $54.25 interest on said loan of $735.00. And that no part of the said accrued installments have been paid, And the said sum of $135.50 additional to the claim in the Petition is now due upon said Mortgage unpaid And said defendant have incurred a fine of 25 cents per week for each of said defaults being for said period of 65 weeks $16.25 due on said Mortgage. & accrued fines since filing said original petition. Plaintiff prays that said premises described in the petition herein may be decreed and ordered to be sold and the proceeds applied to the payment of this accrued as well as the original claim set forth in the petition, and for such other and further relief as may be equitable. &c

P.B. Cole & Son Att'ys for Pltff's

State of Ohio Union County ss. J.B. Cole being says that he is one of the attorneys of the Plaintiff duly authorized in the premises that said Plaintiff is a corporation duly incorporated under the laws of the State of Ohio and that the facts stated and the allegations contained in the foregoing pleading are true to his knowledge

J.B. Cole.

Sworn to and subscribed before me this 7th day of Nov. A.D. 1879.

W.W. Winget Clerk.

We hereby waive further notice and consent to the filing of this supplemental Petition by leave of Court. Cameron & Benton Att'ys

On the 7th day of January 1880 the following entry was made on the journal of said Court which reads as follows, viz:

Entry

Pleasant Valley B & L Ass'n
vs
John H. Scott & Lucy A. Scott.

This day came the parties and asked and had leave to file Amended Answer. Answer filed.

Afterward on the 7th day of February 1880 the following Amended Answer was filed with the Clerk of said Court which reads as follows, viz:

Amended Answer

State of Ohio Union County ss. In the Court of Common Pleas.

Pleasant Valley B & L. A.
vs
John H. Scott et al.

The said John H. Scott defendant for his Amended Answer in this case, says: That he denies that there is now or was at the commencement of this action any such organization or corporation existing as the Pleasant Valley Building and Loan Association. That about the day of 18. there was organized & incorporated in said Pleasant Valley an association called by the name of the Pleasant Valley Building and Loan Association. That by its constitution and By laws all stock was divided into shares of $200. each, and each stockholder was to pay in as weekly dues on his stock 25 cents per share per week until the assets of the said Association should be sufficient to pay 100 cents on the Dollar of his stock. The defendant and a large number of other persons became stockholders and began paying weekly dues on their stock. That by the constitution and By Laws the said Association was to have a President, Secretary, and Treasurer

and Board of Directors, and other Officers, and the said Secretary and Treasurer were to give Bond and be responsible to the directors, and all the Officers were to be elected and qualified Annually. The money paid in as weekly dues was to be let to the stockholder who would pay the highest premium for the same and the same was to be let on each and every month. That the member thus borrowing or drawing out this money was required to give a note for the full amount of his shares bid off. and was to secure said note by mortgage on real estate. But the said note was not in fact to be paid in full but by its term the stockholder giving the note was to continue to pay his weekly dues of his stock and to pay interest on the money by him received until the said Association should have sufficient Amount to pay all its stockholders in full. That a large number of the stockholders borrowed out their money, under these provisions and that about the day of this defendant bid the highest premium and took out of said Association his money for five shares of stock and gave the note and mortgage in the petition set forth. That by the terms of said note and mortgage this defendant agreed to pay into the Secretary of said Association his weekly dues and interest until the said Association could pay out as aforesaid. This defendant avers that he continued to pay into the said Association his weekly dues and interest, and other large sums of money which was exacted of him as fines until about the day of when he ceased paying. This defendant avers that he has fully complied with the terms of the said note and mortgage on his part and that he continued to pay and has paid to the said Association a sum sufficient to equal his weekly dues, interest, and all other legal exactions, till the amount required to be paid by other borrowing members and other members that should legally be paid, would more than be sufficient to pay out the said Association and that the said Association has now and had at the time this defendant ceased paying, Assets sufficient to pay each member 100 cents on the Dollar. This defendant says that a large portion of the Assets of said Association at the time this defendant ceased paying consisted of Money due it from other stockholders and as interest and exactions it could legally demand of them. This defendant says that it was not any fault of this defendant if the said Association did not collect its dues and exactions from other members and that if it had done so there would have been no more to pay at the time this defendant ceased paying as aforesaid. This defendants says that the said Association ceased to have an organization more than two years ago. And ceased to offer stock for sale to the highest bidder. And ceased to collect dues from many of its members, and ceased to elect Officers or to keep up an organization. This defendant

Entry

Reply

This defendant says that there is now no person legally authorized to receive the said money if any was due or to cancell the said Mortgage and avers that this action was brought and prosecuted by wholly irresponsible persons using the name of said Association who have in fact no right to prosecute the same and who are not responsible for the application of said funds. This defendant denies that he is indebted to anyone or to the Pleasant Valley Building and Loan Association in any sum whatever upon the note and mortgage in the petition mentioned but says he has fully complied with the terms thereof in the manner aforesaid. This defendant says that all of the stock of said Association was cancelled except the sum of about $300 and that large sums are due or would be due from all said members at this time if said Association had an existance or if it collected its assets. That no dues have been paid by any stockholder for more than a year past. That it is an unfair and iniquitable violation of the rights of this defendant to require him to pay dues long after all other stockholders have ceased paying and after he has paid out in the manner aforesaid. This defendant therefor asks that he may go hence and recover his cost and that said mortgage may be cancelled by order of the Court.

Cameron & Benton Attys.

State of Ohio Union County ss. John H. Scott being first duly sworn deposes and says that the facts stated and the allegations made in the foregoing Answer are true as he believes.

John H. Scott.

Sworn to before me by said John H. Scott and by him signed in my presence this 7th day of January 1880.

W. W. Winget Clerk

Afterward on the 26th day of January 1880 the following entry was made on the journal of said Court which reads as follows viz:

Entry

Pleasant Valley B & L. A. vs. John H. Scott et al. } Common Pleas Court. Union County, Ohio.

This cause coming on for hearing on the motion of the defendant to strike from the Amended Answer was argued by counsel and submitted. Whereupon the Court being fully advised in the premises, do overrule said motion to which over ruling the plaintiff then & there excepted. Thereupon a demurrer to the said amended Answer. And each plea and defense therein, being filed by plaintiff by leave of Court was submitted to the Court, and by the Court overruled, to which overruling the plaintiff then and there excepted. Leave was thereupon granted to Plaintiff to file Reply to said Amended Answer, and said Reply filed instanter.

Afterward on the 26th day of January 1880 the following Reply was filed with the clerk of said Court which read as follows, viz:

Reply.

Pleasant Valley B & L A. vs John H. Scott et al. } Court of Common Pleas Union County Ohio.

Now comes the Plaintiff and for Reply to Amended

Answer of defendants says: 1. The said defendant is estopped by his dealings with said corporation, his membership thereof, and his unCancelled obligations thereto, admitted in the Amended Answer to deny its corporate existance or organization. 2. The plaintiff denies that the note given by the plaintiff provided by its terms as alleged in said amended Answer, and says, on the contrary, that it provides that it shall become due and payable in full whenever said Association shall be declared By its Board of Directors legally ended. And in case of default in payment of dues or interest to be payable immediately. And the mortgage provides for the payment of dues and interest & prior on said indebtedness until said Association shall be dissolved, as aforesaid. Plaintiff denies that it the Association has been dissolved, and denies that defendants have complied with the terms of said note and Mortgage or either of them, And denies that the Assets of said Association were of sufficient value when defendant ceased paying or have since become of sufficient value to pay 100 cents on the Dollar upon the unsatisfied stock

Plaintiff denies that there is now or was at any time sufficient due to said Association to pay off its unsatisfied stock, at par. Plaintiff denies that it has ceased to keep up or have an organization, And denies the alleged want of Authority to bring and prosecute this suit and receive money and cancel obligations And plaintiff says this suit is brought and prosecuted regularly by its acting through its proper Officers who have full Authority to bring and prosecute the same. Plaintiff denies that all its stock is cancelled except about $300. And as to large sums being due as alleged from all its members, it denies that allegation. And plaintiff says that all members who have not paid up according to the by laws and Constitution, in full to date, are being vigorously pushed to payment. Plaintiff denies that it ceased to offer Money to loan at the time alleged, and says that it only ceased when it had no funds to loan owing to defaults in paying up by members, and the proper application of the funds collected toward the satisfaction of the expenses and claims against the association accruing under & in accordance with its By Laws & Constitution. Some stockholders have paid their indebtedness in full And others have released their claims on account of their stock, and the plaintiff has compromised and applyed some money in the settlement of claims of stockholders who had not borrowed any money and were willing to release their claims against the Association. And all of said settlements and payments were made in accordance with the rules of said Association duly and legally adopted and for the best interests of all the stockholders. Plaintiff denies that there is any thing unjust or inequitable about its said claim. The last Payment made by defendants on said indebtedness was made upon a Judgment obtained in this Court.

upon said note and mortgage obtained in a suit by plaintiff thereon against these defendants. On which suit the amount due thereon was adjusted & decided by this Court. The whole amt paid by the defendants on said indebtedness of $735 in addition to interest to the date from which interest is claimed in the petition is $455. Defendants have never paid anything on said indebtedness except the regular dues, fines & interest as credited in the petition in accordance with the by laws & constitution of said Association. Thus having fully replied the plaintiff prays as in its petition

P. B. Cole & Son Attys for Plaintiff

State of Ohio, Union County ss. J. B. Cole being sworn says that he is one of the attorneys of the plaintiff duly authorized in the premises, that the plaintiff is a corporation duly incorporated under the laws of Ohio and the facts stated and allegations in the foregoing pleading are true as he believes.

J. B. Cole.

Sworn to and subscribed before me This 26th day of Jany, 1880.

P. M. Stringer Clerk.

Afterward on the 7th day of February, 880 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Pleasant Valley B & L. A. vs. John H. Scott et al. } On motion of the defendants and for good cause shown, it is ordered that this cause be, and the same hereby is referred to L. Piper Esquire as special master commissioner to take the testimony in writing, and report the same to the Court, with his conclusions on the law and facts involved in the issues, at the present term thereof.

Afterward on the 3d day of May, 880 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Pleasant Valley B & L. A. vs John H. Scott et al. } This cause coming on for hearing on the Report of the special master commissioner, to whom the same was heretofore referred, and the exceptions thereto, on consideration whereof the Court do order that the said report be and the same is hereby confirmed. And the Court upon the said report and testimony find that there is due from the defendants to the plaintiff upon the note and Mortgage in the petition described the sum of $82,34. And the other facts are as found by the report of the master. And that said mortgage was on the 16th day of July 1873 duly recorded in Book 10 Page 206 of the records of Mortgages of Union County. And that the same is the first lein on the premises described in the petition. It is therefore considered by the court that unless the said defendants John H. Scott & Lucy A. Scott shall within ten days from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $ 82,34 and to the Clerk of the Court the ½ of the Cost herein including ½ of $25. which the Court allows to the said master for his services herein taxed at $ - - together with the interest on said

$82,34 from May 3d 1880 the first day of this term, the defendants equity of redemption be foreclosed and said premises described in the Petition shall be sold and an order of Sale therefor shall issue to the Sheriff of Union County directing him to sell said premises as upon execution and bring the Proceeds into Court for further order. Plaintiff thereupon gave notice of Appeal and the Appeal Bond was fixed by the Court at $150.

On the 28th day of February 1880 the following Report of Special Master Commissioner was filed with the Clerk of said Court which reads as follows, viz:

Report of Master Comr.

Pleasant Valley Building and Loan Association
vs.
John H. Scott et al & Lucy A. Scott

} Court of Common Pleas Union County O.

To the Honorable Court of Common Pleas in and for Union County, Ohio.

The undersigned to whom by an order of this Court dated Feb. 9th A.D. 1880 the above entitled action was referred to take the testimony in writing and report the same to the Court with his conclusions on the law and facts involved in the issues, respectfully reports that in pursuance of said Order he has been attended from time to time by the parties to this action & their counsel that he has taken the testimony hereto attached, heard their proofs and the arguments of counsel. And having duly considered the same reports as matters of fact. That said Pleasant Valley Building & Loan Association was incorporated on the 3d day of March A.D. 1873. that on the 9th day of April A.D. 1873. the stockholders in said Association began paying dues under the Constitution and By Laws adopted by said Association on the 5th day of April A.D. 1873. That said Association did on the said 5th day of April A.D. 1873 elect seven directors of said Association and that Annual meetings of the Stockholders have been held on first Monday of January of each year up to January A.D. 1879 that for the Annual meeting of January A.D. 1879 and January A.D. 1880 published notice was given in accordance with the Articles & VIII of the Constitution of said Association but that no meeting of the stockholders of said Association were held on the day for said Annual Meetings to-wit the First Monday of January A.D. 1879 and 1880. for reason that there was not a quorum present for the transaction of business. And that on the said first Monday of January 1879 and 1880 no directors for said Association were elected.

That Section 2d of Article VIII of the Constitution of said Association reads as follows: (First clause). Sec. 2. The Directors shall be elected at the regular Annual meeting and shall serve until their successors are elected and qualified. That the Note and Mortgage set forth in Plaintiffs petition, was executed and delivered to the Plaintiff herein by the Defendants herein on the 5th day of July 1873. that the said Defendants received from said Association an advanced loan of $735.00 the full value of five shares of stock in said Association. And that the defendants

on each of said five shares agreed to pay a weekly installment of 25 cents. And on the said sum of $735 Cts the amount of said advanced loan exclusive of premiums for precedence, they agreed to pay interest at the rate of six per cent per annum in equal weekly installments of 8½ cents each on Saturday of each week until said Association should be dissolved as provided in the Constitution thereof - That in accordance with the requirments of said mortgage under the Bylaws and Constitution the said defendants have paid into the said Association. In weekly installments of Stated dues $473.75. In weekly installments of Interest $195.77. In legal fines $66.50. In illegal and excessive fines $3.00 Total amount Paid $819.02. That Section 2. of Article 1 of By Laws of said Association reads as follows - to-wit: Sec. 2 Should any member fail to pay these weekly installments promptly when the same shall become due he shall be fined for first week, five cents. for second week ten cents; for third week 15 cents And for fourth week and each succeeding week twenty five cents for every share owned by him or her And if such installments remain unpaid for sixty days after they shall become due and payable, then the Board of Directors may forfeit such stock to the association, but may for good cause shown remit such penalty or forfeiture: That said defendants paid dues interest and fines up to and including July 28th 1877 All that was claimed by the plaintiff - That since that date said defendants have paid nothing, That up to and including the said 28th of July 1877 said defendants have paid the sums hereinbefore stated, to-wit: $819.02. That said Association having commenced the receipt of dues on the 9th day of April 1870 taking in July 28th 1877 would make 382 weeks that would have elapsed at that date. That said Association has collected no dues interest or fines or at least not required any stockholders of said Association to pay since October 26th 1878 - 65 weeks at that time having elapsed since defendants made their last payment to said Association - On said 26th of October 1878 and including that date there was due the plaintiff from the defendants the following sums to wit: 65 payments of weekly dues $1.25 each. Making $81.25; 65 payments of weekly interest 85¢ each making $55.25; 65 payments of fines of 5¢ each of the said five shares making 25¢ per week, making $16.25 - Total amount due on that date $152.75; Interest on the same for half the time at 6% to that date $5.73 Total amount including int. $158.48

On the 28th of January 1878 the following resolution, as shown by the minute book of said Association, was adopted by the Board of Directors of said Association, to-wit: Resolved by the Board of Directors of the Pleasant Valley Building and Loan Association at their regular meeting, January 28th 1878, that all notes & givents to said Association shall be cancelled as soon as such and amount shall be paid into the Association in dues as will equal the amount borrowed together with the interest on the same as specified in such note the same to be in accordance with the decision

of Judge Boutright rendered at the November Term of Court at London Madison Co. Common Pleas 1877. Total number of shares of stock 189 Total amount of Money received by said Association on dues, interest and fines. $26147.30 Total Amount paid out $26072.40 Ballance $74.90 Total Expense account of the association is $1086.57. Under the resolution mentioned above. fifty shares of Borrowing Stockholders settled their indebtedness to the association and twenty shares of Non borrowing stock holders took out the amount of money paid in as dues and cancelled their stock except reserving their share of any surplus that might be given to the said stockholders in dividends.

Order of Sale

2d As. to matter of Law. That the said Pleasant Valley Building & Loan Association is a valid legal existing corporation under the Statutes of the State of Ohio. There having been no resolution or order of any kind by which said Association has ceased determined or dissolved - Under Article 8 Sec. 2 of the Constitution of said Association the directors shall serve until their successors are elected and qualified which section is in accordance with R. S. of Ohio. Section 3246. But whether the claim by the plaintiff that the present Officers of said Association are acting under Authority of law is correct or not. matters not for the purpose of this suit as action shall abate by dissolution of corporation. R.S. Sec. 6079. Corporations are authorized by law to adopt a code of By Laws R.S. Sec. 3250. Article VII of By Laws of said Association authorized the Board of Directors by a vote of two thirds of all the members to alter or amend the constitution and By Laws of said Association provided that notice of intention to offer such amendment shall be given at a previous meeting. The resolution of the 28th of January 1878 adopted by said Association is not an amendment to the constitution or By laws of said Association not having been adopted as such and no notice having been given as by said Article VII of the By Laws of said Association required. And being no part of said Constitution or by laws. being also contrary to the spirit and intention of the same as well as contrary to the intention of the Statute governing such associations and being inequitable, unjust and illegal in its operation requiring the stockholders remaining in the said Association to pay more than their equitable share of the liabilities of the organizations null and void and all transactions under the same are illegal and void. According to the claim of plaintiff in its petition there was due on the 16th of October 1878 $158.48 Deduct from this Amount the illegal fines collected heretofore $83.00 leaves a ballance plaintiff is entitled to $75.48 with interest to the first day of this term of Court $2.28. Amount to which Plaintiff is entitled to decreeing $80.76

The plaintiff having closed the collection of Dues, interest and fines on the said 26th day of October 1878 ought not to recover from these defendants a further sum at this time if the sums due at that time should prove to be insufficient to pay the liabilities then all the stock should be assessed pro rata to make up such deficiency

There was evidence introduced concerning other matters connected with said Association which we think need not be considered in this connection, that is concerning the assets and liabilities etc. these would be more properly considered by a receiver or other person appointed to close the affairs of said Association

Fees. J.C. Bigelow witness 3 days. $2.25 Miliage $.30 Total $2.55

L. Piper Special Master Commissioner

On the 15th day of July A.D. 1880 an Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Order of Sale

The State of Ohio Union County ss, To the Sheriff of said County Greeting: Whereas at a term of the Court of Common Pleas, held at Marysville in and for said County, on the 3d day of May A.D. 1880 in the cause of the Pleasant Valley Building & Loan Association Plaintiff, and John H. Scott & Lucy A. Scott Defendants, it was ordered adjudged and decreed as follows, to-wit: That unless the said defendants shall within ten days from the entry hereof pay or cause to be paid to the plaintiff the sum of $82.34 and to the Clerk one half of the cost herein including $25 Masters fee together with the interest thereon from May 3d 1880. That an order issue to the Sheriff of this County commanding him to sell the premises described in Plaintiffs Petition According to law and bring the proceeds into Court for further Order. To-wit: Situate in the township of Jerome in the County of Union and in the State of Ohio. Being a fractional part of 4¼ Acres of land conveyed to Asa Converse May 13th A.D. 1864. Beginning at a stake in the center of Chilicothe Road and in the South line of Lucas Sullivans Survey No 10708- Thence with said road N 21° W 4 poles to a stake - Thence South 69° W 11 poles & 20 links to an alley - Thence 21° E. 1 Pole & 15 links to said Sullivans line - Thence with said line N 80¼° E. 12 poles to the place of Beginning containing 31 square Rods. more or less. Being part of said Survey No. 10708. We therefore Command You, That you proceed to carry said Order judgment and decree into execution agreeable to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the proceeds of such sale in satisfaction of said Judgment and decree, with costs and interest as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville this 15th day of July A.D. 1880.

(Seal) H. M. Winget Clerk.

Sheriffs Return

The State of Ohio, Union County ss. In obedience to the Order of sale hereto annexed, I did, on the 17th day of July 1880 Summon John E. McClure, David McClure, and H. Harper three disinterested freeholders of said county, who were by me duly sworn to view and appraise the lands and tenements therein described; and afterward on the 17th day of July A.D. 1880. said Appraisers returned to me under their hands and seals, that they did, upon actual

view of the premises estimate and appraise the real value in money of the same at Thirteen hundred (1300) Dollars. A certified copy of said Appraisal forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County. And on the 28th day of July 1880, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union county). said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 28th day of August A.D. 1880 at one o'clock P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale to wit five consecutive weeks.

Return to order of Clerk. Sum & Swearing Appr's $1.50 Appr's Fees $1.50 Writing Appr'l 40¢ Copy of Appr'l 40¢ Dis Fees $2.00 Notice & Ret. 12¢ Aff. of Pr. 40¢ Writing Notice 30¢ Milegge $1.10 Poundage $2.20 Return 20¢ Total $17.12.

J. C. Miller Sheriff

Attest. W. W. Knight Clerk

No 1139

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Pleas before his Honor John McCauley Judge at a court of common pleas begun and held at the Court House in the Town of Marysville within and for the county of Union and State of Ohio on the 13th day of September A.D. 1880. Heretofore to-wit- on the 1st day of December 1871, a petition was filed with the clerk of said Court which reads as follows. Viz;

No 1139

Skelton, Bancroft & Co Plaintiff
vs
E. Hammond, Simeon J. Sterlin
John Stickney, Maddox Bro & Co
A. L. Scoville & Co. Aloyo Hutchison
Reuben Barnett, James M. McElroy
and Job Dillon Defendants

Court of Common Pleas Union County, Ohio

Petition.

The said plaintiffs say that as partners doing business in said firm name of Skelton, Bancroft & Co, they on the 29th day of October 1867 at the October Term 1867 of this court of common pleas obtained judgment against said E. Hammond for the Sum of $1343. & Costs & Order of Sale of 60 acres which were since Sold leaving unpaid $210.40 with interest from the 11th of Feby 1868 & Some $4.87 costs since made thereon, That said Sum is still due to the plaintiffs from said E Hammond on said judgment. That on the 24th of April 1869 an execution issued on said judgment and by virtue thereof a Levy was made by the Sheriff of said County on the 24th of April 1869 on the fraction of Lot No 17 and a fraction of Lot No 16 in the Village of Newton on which a Store house is built now occupied by Aloyo Hutchison as a renter and adjoining to and Northwesterly from the Weston Hotel with 40 feet front on Main Street and being the west half ½ of Lot 17 and the East half of Lot No 16 which Levy is Still Subsisting.

That previously to said Levy to wit- on the 2d day of March 1869 A. L. Scovil & Co having obtained Judgment against said Hammond in this Court for $123.90 & costs caused a Levy to be made on a fraction of Lot No 17 of said Village before described and which claim plaintiffs are informed remains unpaid.

That Maddox Bro & Co obtained Judgment against said Hammond for $285.25 & costs the 12d of April 1867 before a justice of the peace of said County and filed their transcript with the clerk of this court, who docketed the same March 18th 1869 and by virtue of an execution thereon issued Sept 6th 1870 a Levy was made on said fraction of Lot 17 and also on the following Lands in said County of Union To-Wit; Part of Survey 12472, Beginning at an ash and beech corner of said Survey. Thence N. 7. E. 17½ poles to a Hickory and two Sugars in the Survey line W 87° 22 poles to a Stake in the Crowder Road. Thence with the center of said road in prowls line 85 poles to a Stake in said road. Thence 7° E 140 poles to Grimes line. Thence with Grimes line 40 poles to the beginning containing 42 acres More or Less and being the Lot between the Land of J. W. Robinson and the Crowder road in the possession of Job Dillon. That said Levy is Still Subsisting on both of said Lots.

That since that time to-wit; on the 1st day of June 1869 the said Hammond for a valuable consideration Sold and conveyed said 42 acres tract to Simeon J Sterlin, who afterward conveyed the same Lot for a Valuable consideration to said Job Dillon who now claims to own the same.

That on the 13th of Nov 1868 James McElroy obtained Judgment against said Hammond in this court for $206. & Costs on which a balance remains unpaid and which is on all of the Lands of E Hammond of that date.

That Reuben Barnett on the 25th day June 1867 obtained Judgment in this court

against Said Hammond for $348.4 Costs on which there remains unpaid and due a balance and by virtue of an execution thereon a levy has been made on Lot No 18 of Said Village of Newton and the east half of Lot No 16 and west 1/10 of Lot No 17 being Said Store house Lot in Newton aforesaid,

That John Stickney obtained a judgment against Said Hammond July 22° 1870 before a justice of the Peace of Said County for $76.46 & Costs and filed a transcript thereof Aug 1st 1870 and by virtue of an execution thereon obtained Satisfaction in part and has levied on Said Lot-18 for the balance of the judgment:

That by virtue of an order of Sale Said 42 acres were offered for Sale & Jos Dillon bid the same off and has already paid $365: of the price bid but claims he should be liable to pay any part of Said Maddox Bro & Co Judgment until Said fraction of Lot-No 17 and Said fraction of No 16 has been Exhausted and all other property of Said E. Hammond liable to levy and Sale on Execution be having bought Said 42 acres of Said Sterlin who held by conveyance Made June 1st 1869.

The Said E. Hammond still holds the legal title to Said Lots No 18 and Said fraction of No 17 & the west ½ of Said Lot No 16 as plaintiffs believe but they are informed J Sterlin makes Some claim thereto. That Said Hammond has No other property personal or real liable to levy to pay Said debts and Said property is not Sufficient to pay all of Said debts as plaintiff verily believes and charges

Owing to the various liens on Said premises and the uncertainty of the title No Sale can be made of the Same and therefore the plaintiffs ask all of Said persons be made defendants to this proceeding and Each be required to answer this petition and Set forth the amount due him on Said Claims and his claim upon Said premises, that a Receiver be appointed to take possession of Said premises receive the Rent, to apply the Same as the Court may direct to pay Said debts, that an order of Sale of Said premises be made to Satisfy Said claim of the Plaintiffs and Such further relief be granted as Law and Equity requires.

Robinson & Robinson Attys for Pltffs

The State of Ohio Union County S.S. J. W. Robinson being duly Sworn deposes and Says he is one of the attorneys of the plaintiffs who are all nonresidents of Said County of Union and he believes the Several allegations of the above petition are true in Substance and in fact;

J. W. Robinson

Sworn to before me and Signed in my presence this 1st day of Dec 1871.

F. T. Arthur, Clerk

The appearance of the following defendants entered and process Waived in the above case,

Reuben Barrett By J. W. Robinson his Atty
Job Dillon by J. W. Robinson his Atty
James M. McElroy by J. W. Robinson his Atty
A. L. Scoville by Porter & Sterling Attys
John Stickney by Porter & Sterling Attys
Maddox Bro & Co by P. B. Cole their Atty

Praecipe — Issue Summons & Endorse "Creditors bill to obtain order to Sell Lands and appoint Receiver. E. Hammond, Alonzo Hutchison & Simon J. Sterlin

Robinson & Piper Attys for Plaintiff

Afterward on the 1st day of December 1871 a writ of Summons was issued by the Clerk of Said Court which reads as follows. Viz;

Summons — The State of Ohio Union County S.S.

To the Sheriff of Union County, You are Commanded to

Seal

Sheriffs Return

Name of Maddox Bro & Co

Notify E. Hammond, Alonzo Hutchison & Simeon J. Sterlin that they et-al have been Sued by Keelton, Bancroft & Co in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of December AD. 1871 the petition of the plaintiff against them filed in the Clerks office of said Court. Such Petition will be taken as true and judgement rendered accordingly. You will make due return of this Summons on the 11th day of Dec AD 1871. Witness F. T. Arthur Clerk of said Court and the Seal thereof at Marysville this 1st day of Dec 1871. F. T. Arthur, Clerk.

Seal

Afterward on the 8th day of December 1871 said writ was returned & filed with the following Endorsements thereon viz

Sheriffs Return

The State of Ohio Union County ss. Received this writ Dec 1st 1871 and pursuant to command I served E. Hammond Alonzo Hutchison by delivering to each of them a certified copy of this writ Simeon Sterlin Not Found Dec 7 1871
Sheriffs Fees Service 65. Mileage 90 Cop 60 Return 12. Total $2.17
Robert Sharp Sheriff.

Afterward on the 4th day of January 1872 an Answer was filed with the clerk of said Court which reads as follows viz

Keelton Bancroft & Co Plaintiffs
vs
E. Hammond, Simeon J. Sterlin
John Stickney, Maddox Bro & Co
Alonzo Hutchison Reuben Barnett
James McElroy Job Dillon Defendants

Court of Common Pleas Union County Ohio.

Answer

Now come the defendants Maddox Bro & Co by their Attorney P. B. Cole and for answer say, that it is true as alleged in the petition that they obtained a judgment against said Hammond before Justice of the peace in and for said County on the 22d day of April 1867 for $285-25/100 & Cost & filed their transcript with the clerk of said Court who docketed the same March 18th 1869 & by virtue of an Execution thereon issued Sep 6th 1870 a levy was made on the real Estate as alleged in the petition, on part of Lot No 17 in the Village of Newton in said County & on the 42 acres of Land described in the petition

The defendants Maddox Bro & Co deny that the said 42 acres of land was conveyed to Simeon J Sterlin by deed of on the 1st day of June 1869 as alleged in petition. Defendants say that there was paid on said Judgment by said Hammond the sum of $125.00 on the 7th day of October 1869 that the balance of said Judgment with its interest remains unpaid and the defendants claim the same as a lien upon the two parcels of Real Estate upon which it was levied as aforesaid & ask that said Real Estate be Sold and said Judgment be paid out of the proceeds of the Sale of said real estate according to its priority of lien. P. B. Cole atty for Maddox Bro & Co

The State of Ohio Union County ss. P. B. Cole being duly Sworn deposeth and says he is the attorney of the defendants Maddox Bro & Co who are nonresidents of the said County of Union and State the allegations in the above answer are true as he believes. P. B. Cole

Sworn to and Subscribed before me this 4th day of January A. D. 1872.
F. T. Arthur, Clerk

Afterward on the 3d day of February 1872 the Answer was filed with the Clerk of said Court which reads as follows. viz:

Ans of Scoville & Co

Kellon Bancroft & Co Pltffs
vs
E. Hammond et al Defts
} Court of Common Pleas Union County Ohio
Answer of A. Le. Scoville & Co

A. Le. Scoville & Co come and say they are one of the defendants in the above suit and for their separate answer say they procured a judgment against said E. Hammond one of the defendants at the November Term of Court of Common Pleas held in and for said County of Union and State of Ohio to wit on the 11th day of Nov 1868 and said judgment became a valid lien on the real estate of said Hammond from the first day of the term of said Court. Said judgment was $123.90 One hundred & Twenty Three & 90/100 Dollars at that date and there is cost made on said judgment amounting to about $38.07. These defendants say none of said judgment or costs have been paid but remain in full force and virtue in Law.

The defendants therefore ask that this their judgment be paid out of the proceeds of the Sale of said Lands. Porter & Sterling Attys for Defts

State of Ohio Union County ss.

A. James Sterling on oath says he is one of the attys for defendants duly authorized in the premises, and he says neither of the defendants reside in said County of Union and are now absent therefrom. he further states the facts stated and allegations made are true as he believes

A. James Sterling

Sworn to by A. James. Sterling and Signed by him in my presence this 3d day of February 1872. F. A. Arthur, Clerk

Afterward, on the 7th day of February 1872 the following Entrie were made on the Journal of said Court which read as follows.

Entry 1

Kellon Bancroft & Co
vs
E. Hammond et. al

This day came the parties to this action and submitted this cause to the Court; Whereupon the court being fully advised in the premises do find the allegations of the petition to be true and there is due to Plaintiffs from the defendant E. Hammond on the judgment described in Plaintiffs Petition the sum of $210.40 with interest from February 11th 1868 and $4.87 costs amounting at this day to the sum of two hundred and Sixty four 7/100 Dollars which is a lien on the said Lot in said Petition described as a fraction of Lot No 17 in the village of Newton by virtue of the judgment and levy set forth in said petition. It is therefore considered ordered and adjudged by the Court that said plaintiff recover of said E. Hammond said sum of two hundred and Sixty four 7/100 Dollars together with the costs of this action by Plaintiffs expended taxed to $ and in default of payment thereof for twenty days that an order of Sale issue to the Sheriff of this County commanding him to appraise advertise and Sell said premises according to Law to Satisfy the said claim and the other liens thereon. And as to the claim of James and the claim of Reuben Barnett this cause is continued with leave to file Cross Petition in forty days.

Entry 2

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Entry 2

Kellen Bancroft & Co
vs
E. Hammond et al

This day A. L. Scoville & Co by leave of the court file their answer herein Whereupon the court being fully advised in the premises do find the allegations of the answer of said A. L. Scoville & Co to be true and that there is due from said defendant E. Hammond to said A. L. Scoville & Co on the judgment described in their said answer the sum of $123.90 with interest from the 11th day of November 1868 amounting now to the sum of $ and that the same is a lien on the said Lot in Plaintiffs Petition described as fractim of Lot 17 in the village of Newton as set forth in Plaintiffs petition, It is therefore considered order and adjudged that said A. L. Scoville recover of said E. Hammond the said amount of said judgment with the interest and cost, and in default of payment thereof for twenty days that an order of Sale issue to the Sheriff of said county commanding him to appraise advertise and sell said premises according to law to satisfy said claim and said costs and the costs herein made,

Afterward, to-wit on the 15th day of February 1873 the following Entry was made on the Journal of said Court which reads as follows viz;

Entry

Kelton Bancroft & Co
vs
E. Hammond et al
No 1139. Confirmation of Sale

This day came on this cause on Motion to confirm the Sale herein made to Z. McElroy, Whereupon the court find said Sale and proceedings regular and lawful and do approve and confirm the same and order said Sheriff to execute and deliver to said purchaser a deed in fee simple for the land so sold to him, and the court order that out of the proceeds of said Sale he pay the costs herein made and Second, that he pay the taxes on the lot sold. Third he pay the claim aforesaid of the plaintiffs. and Fourth that he pay the claim of the defendant A. L. Scoville & Co for the sum herein before due them and Fifth any balance that remains to the plaintiff Defendant Maddox Bro & Co and as to the Several Matters of the remaining Claims of the defendants this cause is continued with leave to all parties to further plead in the premises.

Afterward on the 1st day of November 1873 an Entry was made on the journal of said Court which reads as follows viz;

Entry

Kelton Bancroft & Co
vs
E. Hammond et al

It appearing that there was a mistake made in the description of the premises and that the Sale made is unsatisfactory to all the parties and there being no objection thereto the Sale and all the proceedings had thereunder are set aside and held for naught, Thereupon the plaintiffs obtained leave to file an amendment to the petition which he now files by interlineation of his petition and the court further order that J. W. Robinson be appointed Receiver to take charge of said premises and receive the rents therefor and this cause is passed to the 15th of November 1873

Afterward on the 16th day of March 1874 an Entry was made on the Journal of said Court which reads as follows viz;

Entry

Horton Bancroft & Co
vs
E. Hammond

This day came the parties to this action and on motion to the Court set aside the order of Sale made herein at the February Term of 1872, Thereupon this Cause came on to be heard and the court do find the allegations of the amended petition to be true, and that is due to plaintiff from the defendant E. Hammond on the judgment described in plaintiffs Amended petition the Sum of Two hundred ten 40/100 Dollars with interest from February 11 1868. and $4,87 Costs amounting at this date to the Sum of $ Which is a lien on the premises in the amended petition described by virtue of the judgment and levy set forth in said amended petition.

It is therefore considered ordered and adjudged by the Court that said plaintiffs recover of said E. Hammond said Sum of $ together with costs of this action by plaintiffs Expended taxed to $ and in default of payment thereof for ten days that an order of Sale issue to the Sheriff of this County Commanding him to appraise advertise and sell said premises according to Law to satisfy the said claim and the other liens thereon.

Order of Sale

Afterward on the 7th day of May 1875 an Entry was made on the Journal of said Court which reads as follows viz;

Entry 1139

Horton Bancroft & Co
vs
E. Hammond et al

By consent of parties this cause is continued and the parties agree that the Rent of the property in the amended petition decree may be collected by the defendant E. Hammond up to the first day of April 1875. the rent from that date is to be collected by the Receiver herein appointed and held for the benefit of the plaintiffs to be applied on their decree. and by consent R. A. Hutchison is appointed a Receiver to receive and hold the said rents in accordance with the aforesaid arrangement.

Afterward on the 16th day of October 1875 an Entry was made on the Journal of said Court which reads as follows viz;

Entry 1139

Horton Bancroft & Co
vs
E. Hammond and others

{Seal}

This day came the parties and it appearing that R. A. Hutchison the Receiver hereinbefore appointed has resigned the Court by Consent of all parties John C. Price Sheriff of this County to rent and take proper Care of the Store House and property described in the decree in this case until the same Shall be Sold under said decree.

Sheriff Return

Afterward on the 2d day of May 1877. an Entry was made on the Journal of said Court which reads as follows. viz;

Entry 1139

Horton Bancroft & Co
vs
E. Hammond et als

This day this cause came on to be heard on the Motion of plaintiff for an order of reappraisement. the said Motion is sustained and the Clerk is ordered to issue an order of Sale on the plaintiffs demands directing the Sheriff to reappraise advertise and Sell the real estate in said decree described according to law. according to the order heretofore made.

Afterward on the 4th day of May 1878 an entry was on the journal of said Court which reads as follows viz;

Entry 1139

Horton Bancroft & Co }
vs }
E. Hammond et als }

On motion it appearing to the Court that the property has been appraised and offered twice and not sold for want of bidders, it is ordered that the appraisement be set-aside and a new appraisement be made and cause continued under former order.

Afterward on the 15th day of December 1879. an order of Sale was issued by the Clerk of said Court which reads as follows. viz

Order of Sale

The State of Ohio, }
Union County s.s. } To the Sheriff of said County, Greeting;

Whereas at a court of Common pleas, held at Marysville in and for said County, on the 7th day of February A.D. 1872 in the Cause of Horton, Bancroft & Co plaintiff and E. Hammond et al Defendants, it was ordered, adjudged and decreed as follows. to-wit: That unless the defendant E. Hammond pay or cause to be paid to the plaintiff the Sum of $264.71 within 20 days that an order issue to the Sheriff of Union County Commanding him to appraise, advertise & Sell the property described in plaintiffs Petition and bring the proceeds of said Sale into Court for further order, and said property having been advertised and offered for Sale twice and not Sold for want of bidders, it was ordered that said property be reappraised and Sold according to law. (Description)

Situate in the County of Union and State of Ohio. Being the East half of Lot No 16. and West ½ of Lot No 17 in the Village of Newton, and being the Hammond Store house & Lot in said Village.

We therefore Command you, That you proceed to carry said order, Judgment and decree into execution agreable to the tenor thereof, and that you Expose to Sale the above described Real Estate under the Statute regulating Sales on Execution, and that you apply the proceeds of such Sale in Satisfaction of said judgment and decree, with costs and interest, as Specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within Sixty days from the date hereof, and bring this order with you. Witness my Signature as Clerk of our said Court at Marysville this 15th day of December A.D. 1879. W.M. Wright, Clerk.

{Seal}

Afterward on the 24th day of January A.D. 1880 said writ was returned and filed Endorsed as follows, viz;

Sheriffs Return

The State of Ohio, Union County ss. In obedience to the command of the Order of Sale hereto annexed, I did, on the 17th day of December 1879 Summon J.C. Jenkins, D.K. Anthony and D.D. Lockwood three disinterested freeholders of said county, who were by me duly Sworn to view and appraise the lands and tenements therein described; and afterwards on the 17th day of December A.D. 1879 said appraisers returned to me, under their hands and Seals, that they did, upon actual view of the premises, Estimate and appraise the real value in money of the same at Five Hundred dollars. A certified copy of said appraisal I forthwith deposited in the office of the clerk of the Court of Common Pleas of said County. And on the 24th day of December 1879 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of General Circulation in Union County) said Lands and tenements to be Sold at public Sale, at the door of the court house of said County, on the 24th day of January A.D. 1880, at one o'clock P.M. of said day, and

having advertised the said Lands and tenements to be Sold for more than thirty days previous to the day of Sale. to-wit; five consecutive weeks: and in pursuance to said notice. Did. on said 24th day of January A.D. 1880. at the time and place above mentioned. proceed to offer said Lands and tenements at public Sale, and then and there came J.W. Robinson who bid for the same the sum of Three hundred and thirty four Dollars ($334.00), and said sum being more than two thirds of the appraised value thereof: and said J.W. Robinson being the highest and best bidder thereof. Then and there publicly Sold and Struck off said Lands and tenements to him for said sum of Three hundred and thirty four Dollars,

Fees Summoning and Swearing appraisers 1.50. Appraisers fees 1.50 writing appraisal 40 Copy of appraisal 40. Printers fees 7.00 notice to printer 12 affidavit 40 writing note 30 Mileage 1.00 Poundage 6.68. Total $19.30. J. J. Miller Sheriff

Afterward on the 22d day February 1879 an Entry was made on the journal of said Court which reads as follows viz;

1139 Kelton, Bancroft & Co vs E. Hammond Et. al

On Motion the Court order J.C. Price Receiver heretofore appointed to make report by next term of Court, and it is further ordered that the said appraisement hereinbefore made be set aside and the said premises again appraised on an order of Sale to issue and this cause is Continued.

Afterward on the 2d day of October 1880 a cross petition was filed with the Clerk of said Court which reads as follows viz

Cross petition 1139 of J.W. Robinson

Kelton, Bancroft & Co vs E. Hammond et al } Court of Common Pleas Union County Ohio

J.W. Robinson by leave of the court files this his cross petition that as attorney for plaintiffs he bid off the fractional Lot 17 at tax Sale January 18th 1876. in order to prevent its going into other hands, for $28.72 interest thereon to date Oct 11th 1880 $8.11 paid part of tax of 1876 Jan 9th 1877 7.36 Interest 1.62 Paid tax Janyy 11th 1878 3.92 Interest 1.92 July 5th 1878 tax 3.70 interest 49. Tax of 1878 6.97 Tax of 1879, 5.13 tax of 1880 to be paid 6.82 Total $83.59 Received from Receiver Hutchison Jany 14th 1876 $20.00 Interest $5.00 Balance $68.59. This sum of $5.857 is due this respondent as first lien on said fraction of Lot 17.

This respondent says he has purchased of Kelton Bancroft & Co their judgment on which there is due him $210.40 with interest from Feby 11th 1868 amounting altogether at this date to $361.60 which he claims is the first judgment lien.

This respondent says further that he on the 27th Dec 1879 bought of Maddox Brothers & Co their judgment and is the owner thereof and there is due him thereon $197.51 with interest from Oct 7th 1869. amounting altogether to the sum of $317.67. this Respondent asks a decree in his favor for such balance as may remain unpaid after Exhausting the $334. for which the E½ of Lot 16 & W ½ of Lot 17 in Newton Ohio

J. W. Robinson

The State of Ohio Union County. J.W. Robinson being duly Sworn says he believes the allegations of the foregoing Cross petition are true.

J. W. Robinson

Sworn to before me and signed in my presence this 2d day of October 1880.

W. H. Winget.

Clerk.

Proof of Publication

Thereupon the Sheriff's Return Kelton vs E. Hammond

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Confirmation of Sale

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Thereupon the following proof of publication was filed with the Clerk of said Court which reads as follows
Sheriff's Sale. Court of Common Pleas Union County O.
Proof of Publication — Kellon Bancroft & Co vs E. Hammond et als — Order of Sale.
By virtue of the above stated writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville Ohio on Saturday January 24th 1880 at or about the hour of 1 o'clock P.M. the following described Real estate to wit, Situate in the County of Union and State of Ohio being the east half of Lot No 16 and west 1/10 of Lot No 17 in the Village of Newton and being the Hammond Store house and lot in said Village Appraised at $500 Terms cash
J. J. Miller Sheriff of Union County O
Robinson & Piper and Carpenter Attorneys Dec 24. 1879 5w pf $7.00
The State of Ohio Union County SS. The undersigned being duly sworn says that a copy of the annexed Notice was published for five consecutive weeks in the Marysville a Newspaper of general circulation in the County of Union the first publication beginning with Dec. 24. 1879 W. O. Shearer
Sworn to and Subscribed before me this 6th day of May 1880 W. M. Winget Clerk
Afterwards on the 5th day of October 1880 an Entry was made on the Journal of Said Court which reads as follows Viz.

1139 — Kellon Bancroft & Co vs E. Hammond et als — Confirmation of Sale

This day came on this cause to be heard on the motion of Plaintiff to confirm the Sale made herein January 24. 1880 to J. W. Robinson and the Court being fully informed in the premises do confirm said Sale and Order the Sheriff of this County to Execute to said purchaser a deed for said premises being the west tenth of Lot No 17 and the East half of Lot No. 16 in Newton of this County being the Hammond Store house property of 40 feet front & extends to the alley. Further the Court Order that John C. Price pay over to this Clerk of this Court whatever Sum he has received as Receiver less ten per cent for his trouble & that the proceeds of said Sale and said rents be applied first in Satisfaction of the costs in this Cause — 2d in Satisfaction of the tax claims and taxes Mention in the Answer of J. W. Robinson Amounting to $58.59 and third that the balance thereof be paid and applied upon the Judgements of said Kellon Bancroft & Co. & said A. L. Scovel & Co. in the Proportion of One Sixth to said A. L. Scovel & Co the other five Sixths to said Kellon Bancroft & Co. And further the Court find that J. W. Robinson is the Owner by purchase from Kellon Bancroft & Co & from said Madden Bro. & Co of the said two Judgements mentioned in said Pleadings in their favor and that there is still due on said Kellon Bancroft & Co. Judgment after the application of said five Sixth of Sum of said Sum of money the sum of $45.71 & on said Madden Bro. & Co the Sum of $317 67/100 making a total of $363.38 which is due said Robinson as said assignee for which Execution is hereby awarded by the Court against said E. Hammond and as to all other matters and Claims the said premises are free & clear and the levies on said 42 acres by said Judgment Creditors are found by the Court to have been made after said Hammon had Sold the same and said levies thereon are Ordered to be vacated and set aside and said 42 acres remain free & clear from any encumbrance thereby and any deed or other incumbrance of the Lots sold as aforesaid to J. W. Robinson & for which said deed is Ordered to be executed was since this petition was filed are decreed to be void and of no effect in Law
Attest W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas ~~begun~~
begun and held at the Court House in the Town of Marysville within and for
the County of Union and State of Ohio on the 5th day of October 1880 Herefore
on the 20th day of August 1879 the following petition was filed with the
Clerk of said Court which reads as follows to with,

Court of Common Pleas Union County Ohio

James Fullington. Charles Phellis and W. W. Woods }
Partners doing business under the firm name of }
Fullington Phellis & Woods Plaintiffs } Petition.
vs }
Jacob Ell and Margaret B. Lush Defts }

The Plaintiffs Say that this their first cause of
action is founded upon a promissory note of which the following is a Copy

II "Marysville Ohio Dec. 1st 1874 Two years after date I promise to pay to
Margaret B. Ell or Order the sum of Four hundred dollars with seven
per cent interest from date for value received" (Signed) "Jacob Ell"
Said Note is endorsed as follows
"Interest paid at 7 per cent for 1875
1st note " " " " " " " 1876
" " " " " " to Dec. 1st 1877
"Paid 100 dollars December 1st 1877" There are no other endorsements
or credits thereon. The plaintiffs further Say That they purchased
said Note before the same became due and paid therefor a full fair and
valuable consideration and that they are Now the legal Owners and holders of
the Same. There is now due from the defendant Jacob Ell to these Plaintiffs
on said note the sum of Three hundred dollars which they claim with interest
thereon at the rate of Seven per cent from December 1st A. D. 1877

III. Second cause of action. The plaintiffs Say that this Second cause of action
is founded upon a promissory note of which the following is a copy
"Marysville Ohio Dec. 1st 1874 Three years after date I promise to pay to
"Margaret B. Ell or Order the sum of Four hundred dollars with Seven per Cent
2d note "interest from date for value received" (Signed) "Jacob Ell"
Said note has the following endorsement "Margaret Ell"
There are no credits or other endorsments thereon.
The plaintiffs purchased said note before the same became due and paid
therefor a full fair and valuable consideration and they are now the legal
Owners and holders of the same. There is now due from the defendant
Jacob Ell to these plaintiffs the sum of Four hundred dollars which the
plaintiffs claim with interest thereon at the rate of seven per cent from
the first day of December A. D. 1874

IIII Third cause of action. For their third cause of action the plaintiffs
Say that the defendant Jacob Ell, on the Fourth day of December A.D. 1874
to Secure the payment of said Notes executed and delivered to Margaret
B. Ell the payee of said Notes his Mortgage Deed and thereby Conveyed
Mortgage to the said payee Margaret B. Ell her heirs and assigns the following
Lands and tenments Situate in said County of Union & State of Ohio
and in the Village of Marysville and bounded and described as
as follows to wit Being the East One half of In Lot No One
Hundred thirty two (132) and One hundred and thirty three (133)

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in Said Village. The condition contained in Said Mortgage was in substance as follows: That Whereas the Said Jacob Ell executed and delivered unto the Said Margaret B. Ell his three certain promissory notes for Four Hundred dollars each dated ~~Dated~~ December 1st 1874 and made payable One Two and Three years respectively from Said date bearing interest at the rate of Seven per cent from date- Now if the Said Jacob Ell Shall pay or cause to be paid Said Notes when the Same Shall become due together with the interest thereon -Then this Said Mortgage "Shall be wholly discharged and Void" "Otherwise Shall remain in full force & effect

The Note first mentioned in the condition of said Mortgage has as the plaintiffs believe been paid and therefore aver the fact to be So.

On the Seventh day of December A.D. 1874 at 8 o'clock A.M. the Said Mortgage was delivered to the Recorder of Said County to be by him entered on record and the was duly recorded in Book 11 page 179.

The plaintiffs further say that the Said Mortgage Margaret B Ell Sold and transfered her entire interest in the two Notes herein before first mentioned to them and that they thereby became entitled to an interest in Said Mortgage and that the Said Margaret B. Ell has since Married and that her present name is Margaret B. Lusch. The Said Mortgage Deed has become absolute

There is due and remaining unpaid upon Said indebtedness the Sum of Seven Hundred Dollars with interest at the rate of Seven per cent on three hundred Dollars from December 1st 1877 and interest at Seven per cent on Four hundred Dollars from December 1st 1874

The plaintiffs therefore ask that Said Mortgage may be fore closed the Said premises Ordered Sold and the proceeds therefrom applied to the payment of said debt and Execution awarded for the balance

Lawrence & Mulford Attorneys for Pltffs

The State of Ohio Union County ss.

W. W. Woods being duly Sworn Says that he is one of the plaintiffs in the above action and that the facts Stated and allegations contained the foregoing petition are as he verily believes true W. W. Woods

Sworn to by W. W. Woods before me and Signed by him in my presence this 20th day of August A. D. 1879 W. M. Wright Clerk

Precipe

To the Clerk You will please issue Summons in the above action returnable according to law and endorse the Same as follows. Plaintiff claims Seven hundred (700) Dollars with interest on three hundred Dollars at Seven per cent from December 1st 1877 and interest on Four Hundred Dollars at Seven per cent from December 1st 1874 and foreclosure of Mortgage L. & L. Pltffs Atty

And thereupon the following writ of Summons was issued which reads to wit

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting

We Command you to Notify Jacob Ell and Margaret B. Lusch that they have been Sued by Tullington Phillis & Woods in the Court of Common Pleas of Union County and that unless they answer by the 20th day of September A. D. 1879 the petition of the Said Tullington Phillis & Woods against them filed in the Clerks Office of Said Court. Such petition will be taken as true and Judgment rendered accordingly.

Summons

You will due return of this Summons on the 1st day of September A. D. 1879

Witness my hand and the Seal of Said Court this 20th day of August A. D. 1879 W. M. Wright Clerk

L. S.

And On the 1st day of Sept. 1879 Said Summons was returned endorsed to wit

The State of Ohio Union County ss} Received this writ August 20th A.D. 1879
at 5 o'clock P.M. and pursuant to its command Served the Same on the 30.
day of August 1879 by delivering a certified copy thereof with the endorsments
thereon to each of the within named Jacob Ell and Margaret B. Lusch
Fees Service 55 Mileage 10 Copy 50 Return 5 = $1.20 J.J. Miller Sheriff

Afterwards on the 22d day of September 1879 the following was entered in the Journal of said Court to
James Fullington Charles Phillis & W.W. Woods Partners
under the firm name of Fullington Phillis & Woods

3437 Vs

Jacob Ell et al

This day this cause came on for hearing and neither party requiring a Jury the Same was by the Plaintiff, Submitted to the Court the defendant being in default for Plea Answer or demurer.

Entry

On consideration whereof the Court finds the allegations of the petition to be true That there was due from the defendant Jacob Ell to the Plaintiff on the notes sit forth in their petition on the first day of this term to wit;

&

Judgt

September 8th 1879 the Sum of $870.84 which Sum the Court finds bears interest from Said date at the rate of Seven per cent per Annum.

And the Court further finds that Said Sum is a lien upon the lands and tenements mentioned in the petition by virtue of the Mortgage set forth in the plaintiffs third cause of action.

It is therefore considered Ordered and adjudged by the Court that the plaintiffs recover of the defendant Jacob Ell said Sum of $870.84 with seven per cent interest So found due together with their costs herein expended taxed to $

And it is further Ordered adjudged and decreed by the Court that if the defendant Jacob Ell Shall fail to pay said Sum of money and interest and costs within five days from this date then and in that case an Order issue to the Sheriff of Union County for the time commanding him to proceed to appraise advertise and Sell the lands and tenements in the petition described as upon Judgements at law and that he bring the proceeds arising from such Sale into Court Subject to its further Order to which time this cause is continued.

Afterwards the following Order of Sale was issued & returned in Said Case endorsed by the Sheriff of said County.

The State of Ohio Union County ss. } To the Sheriff of said County Greeting
Whereas at a term of the Court of Common Pleas held at Marysville in and for Said County on the 22d day of September A.D. 1879 in the cause of Fullington Phillis and Woods Plaintiffs and Jacob Ell et al Defendants it was Ordered adjudged and decreed as follows to wit That if the defendant Jacob Ell Shall fail to pay the Plaintiff $870.84 with 7 per cent interest and cost within five days from this date that an Order issue to the Sheriff of Union County commanding him to appraise advertise & Sell the lands and tenements in the petition described (Description) Situate in the County of Union & State of Ohio and in the Village of Marysville described as follows to wit Being the East one half of In Lots Nos 132 & 133 in said Village.

Order of Sale

We Therefore Command you That you proceed to carry said Order judgement and decree into execution agreable to the tenor thereof and that you appraise & Sale the above described real estate under the Statutes regulating Sales on

Sheriff's Return

Execution and dec... of your ... hereof an... Wit... Said ... This Ord... In Obe... February 18... of said Co... therein de... to me ... estimate... (1200) d... office of ... 1880 I caus... published ... to be Sold ... day of M... Said Land... Five Cons... A.D. 1880 ... tenements ... W.W. Woo... and Said ... and Said ... thereof I ... to him fo... Said Sum ... Fullington ... there pub... Sum of $... appr's 1.50 ... to Printer ... Sheriff's ... Fullingt...

Notice of Sale & Proof

Jacob ... at or about ... the County ... follows to ... at $1200 ... Feb. 25. 18... The und... was publ... general ci... with Feby

Execution and that you apply the proceeds of such Sale in Satisfaction of said Judgment and decree with costs and interest as specified therein and that you make Report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you.

(L.S.) Witness my Signature as Clerk of Our said Court of Common Pleas and the Seal of Said Court at Marysville this 30th day of January A.D. 1880 W. M. Winget Clerk

This Order was returned & filed duly endorsed as follows, The State of Ohio Union County S.

Sheffs Return

In Obedience to the Command of the Order of Sale herein annexed I did on the 18th day of February 1880 Summon W.C. Malin C. Hoaston and William Goff three disinterested freeholders of said County who were by me duly Sworn to view and appraise the lands and tenements therein described and afterwards on the 18. day of February A.D. 1880 said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at Twelve hundred (1200) dollars a Certified Copy of Said appraisal I forthwith deposited in the Recorders office of the Clerk of the Court of Common Pleas of said County. And on the 24th day of February 1880 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) Said lands & tenements to be Sold at public Sale at the door of the Court House of said County on the 27th day of March A.D. 1880 at one oclock P.M of said day and having advertised the Said Lands and tenements for more than thirty days previous to the day of Sale to wit

And Five Consecutive weeks and in pursuance of said Notice I did on the 27th day of March A.D. 1880 at the time and place above mentioned proceed to offer said Lands and tenements at public Sale at the door of said Court House and then there came W. W. Woods who bid for the Plaintiff Sum of Eight hundred and one ($801 00 Dollars and Said Sum being more than two thirds the appraised value thereof and said Fullington Phellis and Woods being the highest and best bidder thereof I then and there publicly Sold and Struck off said lands & tenements to him for said Sum of Eight hundred and one ($801) Dollars and Said Sum being more than two thirds of the appraised value thereof and said

Fees Fullington Phellis & Woods being the highest and best bidder thereof I then and there publicly Sold and Struck off Said Lands and tenements to him for said Sum of Eight hundred and one ($801 00) Dollars Sheriffs fees Summoning & Swearing Appr 1.50 Appr fees 1.50 writing Appraisal 40 Copy of Appt. 40 Printers fees 7.00 notice to Printer 12 Affidavit of Printer 40 writing notice 30 Mileage 30 Return 20 — $12.92

J. J. Miller Sheriff

Sheriffs Sale. Court of Common Pleas Union County O.

Fullington Phillis & Woods vs Jacob Ell et al

Notice of Sale & Proof

Order of Sale. By virtue of the above Stated writ from said Court to me directed I will at public Sale at the door of the Court House in Marysville Ohio on Saturday March 27th 1880 at or about the hour of one O clock P.M. the following described real estate, to wit Situate in the County of Union and State of Ohio and in the Village of Marysville described as follows to wit Being the East one half of In Lots Nos. 132 & 133 in said Village appraised at $1200 00, Terms Cash

J. J. Miller Sheriff of Union County Ohio. M. B. Lawrence Atty for Plff

Feb. 25. 1880 - 5w pf $7.

The State of Ohio Union County ss.

The undersigned being duly Sworn Says that a Copy of the annexed Notice was published for five consecutive weeks in the Marysville Tribune a Newspaper of general circulation in the County of Union the first publication beginning with Feby 25th 1880

W. A. Shearer

Sworn to and Subscribed before me this 6th day of May 1880. W. M. Winget Clerk
Afterwards on the 15th day of September 1880 the following Entry was made in the Journal of said Court which reads in the words and figures as follows to wit.

Fullington Phillis & Woods Plffs
vs
Jacob Ell et al Defts } On motion to the Court by the Plaintiff and on his producing the return of the Sheriff of the Sale made under the former Order of this Court. And the Court on careful Examination of the proceedings of said Sheriff being Satisfied that the Same have been had in all respects in conformity and the Orders of this Court. It is Ordered
Sale confirmed that said proceedings and Sale be and they are hereby approved and confirmed. And it is further Ordered that the Said Sheriff convey to the purchaser by deed in fee Simple the lands and tenements so Sold. And the Said purchaser is hereby Subrogated to all the rights of the said lien holders in Said premises so far as they may be paid herein for the protection of his title. And a writ of possession is awarded to put said purchaser in possession of Said premises. And the Court coming now to distribute the proceeds of said Sale Amounting to Eight hundred and one dollars. It is Ordered that the Sheriff out of the money in his hands pay first The costs of this action taxed at $20.10 2d The taxes for 2anin including Jan the 1880 are assumed by the purchaser ($31.11) That he pay to the plaintiff's the balance of the money remaining in his hands to wit the Sum of Seven hundred and forty Seven 29/100 dollars to be applied as a credit on this Judgement and there Still remaining due to the Said Fullington Phillis & Woods the Sum of One hundred and ninety 25/100 dollars It is considered that they recover the Same from the Defendant and Execution is Awarded therefor

Attest W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union and State of Ohio on the 16th day of October 1880. Heretofore on the 28th day of July 1880 the following Petition was filed with the Clerk of Said Court which reads as follows to wit.

Court of Common Pleas Union County Ohio.

Elizabeth Hatcher Plaintiff
against
Henry Hatcher Nancy J. Durflinger & James Durflinger Defendants } Petition.

3655

Petition

The plaintiff says 1st On or about 15th day of March A. D. 1835 She was married to One James Hatcher who departed this life on or about the 30 day of July A. D. 1878.

2d The Said James Hatcher her late husband during her coverture with him was Seized of an Estate of inheritance in the following real estate Situate in the Counties of Union and Logan Part of Virginia Military Survey No. 9893. Beginning at a Stake South line of a lot of land bought of Dawson Agnt of Taylor thence N 10° W. 109½ poles to a Sugar in the North line of Said Lot Thence with Said line S 79° W 82⅔ poles to an ash and two Sugars. thence S. 10° E 94 poles to a Stone in the first line named. thence with Said line N 79° E 58 poles to two beeches. thence S. 83½° 17½ poles to three beeches; thence 79½° E 24⅔ poles to the beginning Containing fifty and two third acres more or less. Also another tract of land Situate in said Counties and Survey. Beginning at a Stone corner thence S. 79½ W 107⅓ poles to a water beech Stump in the East line of a piece of land formerly belonging to James Wileyes. thence S 8¼° E 16 poles to a Stone corner to

Jurat
Summons
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James Wilson; thence N 79¾° E 107½ poles to a Stone. thence N 10½° W 16 poles to the place of beginning containing ten acres and 120 poles more or less.
3d The said defendants now claim to hold the Estate of the said James Hatcher deceased in said premises.
4th The plaintiff prays that her reasable Dower in said premises may be decreed to her and an assignment thereof made and such other and further relief as Equity and the nature of the case may require
Carpenter & Broderick Attorneys for Plaintiff

Jurat State of Ohio County of Union ss. Elizabeth Hatcher the plaintiff being Sworn makes oath that the facts Stated in the foregoing Petition are as affiant believes true Elizabeth Hatcher
Sworn to by said Elizabeth Hatcher before me and Signed by her in my presence this 28th daiy of July A.D. 1880 N Beightler Notary Public
Clerk. Issue Summons to the defendants directed to Sheriff of Union County Ohio returnable according to law Endorse Petition for Dower. Carpenter & Broderick Attorneys for Plff

Summons And thereupon the following Writ of Summons was issued which reads as follows to wit,
The State Of Ohio Union County ss To the Sheriff of the County of Union Greting
We command you to notify Henry Hatcher Nancy J. Durflinger and James Durflinger that they have been sued by Elizabeth Hatcher in the Court of Common Pleas of Union County and that unless they answer by the 28 day of August A.D. 1880 the petition of the said Elizabeth Hatcher against them filed in the Clerks office of said Court Such petition will be taken as true & judgment rendered accordingly. You will make due return of this Summon on the 9th day of August A.D. 1880. Witness my hand and the Seal of said Court (L.S.) this 29th day of July A. D. 1880 W. M. Winget Clerk
This Summons was endorsed on the back to wit "In action for Dower. And was returned by the Sheriff on the 9th of Augt 1880 with the following endorsement thereon, to wit
The State of Ohio Union County ss Received this writ July 29th A.D. 1880 at 3 Oclock P. M. and pursuant to its command Served the Same on the 3rd day of August 1880 by delivering a certified copy thereof with the endorsment thereon to each of the within named Henry Hatcher. Nancy J. Durflinger & James Durflinger Fees Service 75 Mileage 2,20 Copy 75 Total $3,70 J. J. Miller Sheriff
Afterwards on the 13 day of September 1880 the following Entry was made in the Journal of said Court to wit

Elizabeth Hatcher
vs
Henry Hatcher et als

3655

This day this cause came on for hearing and Submitted to the Court upon the pleadings and evidence on consideration whereof the Court find that the said James Hatcher was in his life time Seized in fee Simple of the real estate and premises described in the petition and that the plaintiff is the widow of the said James Hatcher deceased and that She is entitled to have her dower in said premises assigned and set off to her as prayed for in her said petition.

Entry & Dower Ordered

It therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed of one full equal third part of the premises described in the petition and that a writ issue to the Sheriff of Union County commanding him that by the oaths of A. S. Mowry Enos Cahill and Nathan Baldwin three judicious disinterested men of the vicinity in the said County who are not of Kin to either of the partys and who are hereby appointed Commissioners for that purpose he set off and assign Such dower to said plaintiff according to Law, And that of Such proceedings together with the said Commissioners appraisment of the yearly net value of said real estate Estimated from the 28th day of July A.D. 1880 to the day of Such assignment of Dower the said Commissioners & the said Sheriff make return without unnecessary delay at this Term of Court

Writ of Dower

Thereupon the following Writ of Dower was issued which reads as follows Viz
The State of Ohio Union County ss To the Sheriff of said County Greting.
We command you That without delay by the oaths of A. S. Mowry Enos Cahill and Nathan Baldwin you cause to be set off and assigned to Elizabeth Hatcher widow of James Hatcher late of said County deceased One full equal third part of the following real estate Situate in the County of Union and Logan Counties to wit. Part of U S Survey No. 9893 Beginning at a Stone South line of a lot of land bought of Dawson agent of Taylor, thence N 10° W. 10½ poles to a Sugar in the north line of said lot, thence with said line S 79° W 82⅔ poles to an ash and 2 Sugars, thence S 10° E 94 poles to a Stone in the first line named thence with said line N 79° E 58 poles to 2 Beeches thence S 83⅓° 17⅔ poles to 3 beeches: thence 79½° E 24⅔ poles to the beginning Containing 50 acres more or less Also another tract of land Situate in said County and Survey Beginning at a Stone corner thence S 79½ W 107⅔ poles to a water beech Stump in the East line of a piece of land formerly belonging to James Wilgus; thence S 8¼ ° E 16 poles to a stone corner to James Wilsons. thence N 79¾° E 107¼ poles to a Stone: thence N 10½° W 16 poles to place of beginning Containing Ten acres and 120 poles More or less. in pursuance of an Order made in our said Court of Common Pleas within and for said County of Union in a certain petition for Dower wherein the said Elizabeth Hatcher was petitioner and Henry Hatcher et als are respondants and that in the manner by the oaths of the same men you make a just and true appraisement of the yearly value of said real estate Estimating from the 28th day of July 1880 after deducting the necessary expenses and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith.
And have you there this writ. Witness my name and the Seal of the said Court at Marysville this 14th day of September A.D, 1880 W. M. Winget Clerk

Sheriffs Return

In Commanded by this Writ I have by the Oaths of A. S. Mowry Enos Cahill and Nathan Baldwin three Judicious disinterested men of the vicinity who are not of Kin to either of said parties caused to be set off and assigned to the within named Elizabeth Hatcher as her dower estate so much of the within described lands and tenements as is contained in the following boundaries to wit: Situate in the Counties of Union and Logan and State of Ohio Part of Virginia Military Survey No 9893 Beginning at a Stone corner. thence S 79½° W 107⅔ poles to a water beech Stump thence S 8¼° E 16 poles to a Stone thence N 79½° E 107¼ poles to a Stone thence N 10° W 16 poles to beginning Containing Ten acres and 120 poles more being the whole of the 2d tract in this writ described. Also another tract described as follows Situate in said County and Survey Beginning at a Stone South east corner to the lot above described thence S 79½° E 24⅔ poles to a Stone thence N 10° W. 38 poles to a Stake thence S 79½ W. 82⅔ poles to a Stake thence S 10° E 22 poles to a Stone in the North line of the Ten acres lot above described thence N 79½° — 58 poles to a Stone thence S. 10° W 16 poles to the beginning Containing in both tracts 24½ more or less. Also a right of way to & from the above described lot of land and to and from the road on the North of Survey No 9893 Said right of way to be 2 poles wide and located on the route now used for the purpose of a lane. and by the Oaths of the same men the yearly value of the real estate within described is Justly and truly appraised at One hundred dollars after deducting necessary expenses.
Given under my hand this 13th day of October A.D, 1880
J. J. Miller Sheriff

Assignment of Dower

Fees

Fees Shff's mileage 200 Executing writ 100 Swearing Comrs 50 Repat 50 = $4.00
A. S. Mowry Com. & Sur 4.50
Enos Cahill Com. 1.50 Nathan Baldwin Comr 1.50

3655 Entry

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Afterwards On the 16 day Of October 1880 the following was entered in the Journal of said Court Which reads in the words and figures following to wit.

Elizabeth Hatcher
vs
Henry Hatcher Et als

3655

Entry

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein of their proceedings in the assignment of Dower under the former order of this Court and on the Motion to confirm the Same And the Court being fully advised in the premises find Said proceedings and assignment in all respects in conformity to law and do hereby Approve and confirm the Same.

It is therefore Ordered and decreed that the Said Elizabeth Hatcher have and possess the lands so assigned to wit: Situate in the Counties of Union & Logan and State of Ohio Part of Virginia Military Survey No. 9893 Beginning at a stone corner thence S 79½° W 107⅗ poles to a Water buck Stump thence S 8¼° E 16 poles to a Stone thence N 79½° E 107½ poles to a Stone thence N 10° W 16 poles to the beginning Containing ten acres & 120 poles more or less being the whole of the 2° tract in said writ described.

Also another tract described as follows Situate in the Said Counties and Survey Beginning at a Stone South east corner to the Lot above described thence N 79½° E 24⅗ poles to a Stone thence N 10° W 38 poles to a Stake thence S 79½° W 82⅗ poles to a Stake thence S 10° E 22 poles to a Stone in the North line of the ten acre Lot above described thence N 79½° W 58 poles to a Stone thence S 10° W 16 poles to the beginning containing in both tracts twenty four and one half (24½) acres more or less. Also a right of way to and from the above described lot of land to and from the road on the North line of Survey No 9893. Said right of way to be 2 poles wide and located on the route now used for the purpose of a Lane. As and for her reasonable dower in and to said premises. And it is further Ordered that a writ of Seizin issue to the Said Sheriff commanding him to deliver to the Said Elizabeth Hatcher full possession of said premises assigned to her as aforesaid.

It is further Ordered and decreed that the Said defendant pay to Said plaintiff the Sum of Six ⅘/100 dollars being one third of the Sum returned by Said Commissioners as the Net Value of Said premises from the time of filing this petition to the assignment of Dower. It is further Ordered and decreed that of the costs of this Suit taxed to $ the Said plaintiff pay the one third part thereof to wit $ And the Said defendants pay the two thirds part thereof to wit $ and in case default be made in the payment of any of the above Sums for ten days that an Execution issue therefor as upon Judgments

W M Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union and State of Ohio on the 4th day of February A.D. 1878. And of on the 20th day of August 1877 the following petition was filed with the Clerk of said Court to wit

Elias Robertson Plaintiff
against
Thomas Moffitt Defendant

2555

Court of Common Pleas Union County Ohio - Petition.

The Plaintiff says this his Suit is founded upon a promissory note for the payment of Money only of which the following is a copy with the credits thereon

$327 72 On or before the first day of April 1877 I promise to pay Elias Robison or bearer the Sum three hundred and twenty Seven 72/100 dollars with interest from date Value received

This 6th day of November 1876 Signed Thomas Moffett
Then are no credits on Said promissory note Plaintiff Says there is due to him and unpaid from the defendant the Sum of $327.72 with interest from November 6th A.D. 1876 he asks Judgment Sterling & Ayers Attys for plaintiff
State of Ohio Union County ss. Elias Robertson being by me first duly Sworn
Jurat Says the facts Stated and allegations made in his foregoing petition are true as he believes Elias Robertson
Sworn to and Subscribed before me by Elias Robertson and Signed by him in my presence this 20th day of Aug. 1877 W. M. Winget Clerk
Clerk Issue a Summons on the within petition Endorse Suit on
Praecipe note amount claimed $327.72 with interest from Nov. 6th 1876
Sterling and Ayers Attys for Plaintiff
And thereupon the following writ of Summons was issued which reads to wit
The State of Ohio Union County ss To the Sheriff of the County of Union Greeting
We command you to notify Thomas Moffitt that he has been Sued by Elias Robertson in
the Court of Common Pleas of Union County and that unless he answer by the 22d
Summons day of September A.D. 1877 the petition of said Elias Robertson against him filed
in the Clerks office of said Court Such petition will be taken as true and Judgment
rendered accordingly.
You will make due return of this Summons on the 3d day of September
A.D. 1877. Witness my hand and the Seal of said Court this 20th day of August
(283) A.D. 1877 W. M. Winget Clerk
Endorsements were "Suit on note amount claimed $327.72 and Interest on
$327.72 from Nov. 6th 1877 Sterling and Ayers Pff's Attys
The State of Ohio Union County ss Sheriff's Return
Received this writ August 20th A.D. 1877. And pursuant to its command Served the Same
August 23d 1877 by delivering to the within named Thomas Moffitt a certified copy of
this writ with the endorsements thereon Service 35 Mileage 1.50 Cops 20 Return 15—
Total $2.20 J. J. Miller Sheriff
Afterwards on the 11th day of February 1878 the following Entry was made in the Journal of said Court to wit
Elias Robertson Plaintiff
against
Thomas Moffitt Defendant } This day this cause came on to be heard on the petition of the plaintiff and the defendant having failed to demur or Answer but being in default and the
Entry & Judgment Court being fully advised in the premises does find there was due at the time of the Commencement of this Suit from the defendant to the plaintiff the Sum of $343.28 And the Court does find that on the 3d day of Sept. 1877 the defendant paid to the plaintiff the Sum of $280 The Court further finds that there is due to the plaintiff from the defendant the Sum of $65.62 It is therefore Considered Ordered and Ajudged by the Court that the Plaintiff recover of the defendant the Sum of $65.70 and his costs herein expended taxed to $
Attest W. M. Winget Clerk

Pleas before
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Pleas before his Honor John L. Bates Judge at a Court of Common Pleas begun at the Court House in the Village of Marysville within and for the County of Union & State of Ohio on the 28th day of September 1880. Heretofore on the 8th day of April 1880 the following petition was filed with the Clerk of said Court which as follows to wit,

No 3603

Samuel Harrison Plaintiff
Against
Margaret Harrison Zebulon Harrison John Harrison Geo. W. Harrison
Sarah Dickerson Samuel H. Dickerson Thomas Dickerson Hannah Dickerson
William H. Johnson a Minor over 14 years of age & Henry C. Johnson & William H. Harrison a
Minor under 14 years of age Defendants

Court of Common Pleas
Union County Ohio
Petition
Plaintiff says for a
Petition about the 30th day of April
A.D. 1877 one William Harrison late of Marion County Kansas
died intestate seized of an Estate in fee Simple in the following described real Estate
Situate in the Township of Liberty County of Union and State of Ohio being part of
Virginia Military Survey No. 12472 and bounded and described as follows to wit
Beginning in the Center of the Bellefontaine and Columbus Free Turnpike Road thence
S 39° W 9 poles to a Stake thence N 57 W 6 poles & 4 Links to a Stake thence S 18½° W 56½ poles to
Lewis Polk's line thence S 82° E 19⅓ poles to a Stake in the N. line of E. Stratton one and
a half acre lot, thence N 8° E to the North West corner of Hiram Norris lot, thence
S 74° 15' E. 11¾ poles to a Stake in S. W. Hewitts west line thence N 8° E 44 poles and
22 Links to the center of said Bellefontaine and Columbus Free Turnpike Road
thence with the center of said road to the beginning containing Nine acres
more or less. 2. The said William Harrison left Margaret Harrison his widow
who is entitled to Dower in said premises She resides in the County of Marion
and State of Kansas 3. The said premises descended to the following persons only
heirs and legal representatives of the said William Harrison deceased Subject to said Dower
1. Your petitioner who is a Son of said William Harrison deceased and who
resides in Marion County State of Kansas,
2. John Harrison who is a Son of said William Harrison deceased. He resides Marion Co. State of Kansas
3. Zebulon Harrison a Son of said William Harrison deceased and who resides in
Morrow County State of Ohio.
4. George W. Harrison a Son of said William Harrison deceased and who
resides in Osage County State of Kansas
5. Sarah Dickerson Daughter of said William Harrison deceased and wife of one
Samuel H. Dickerson they reside in Butler County State of Kansas
6. Hannah Dickerson daughter of said William Harrison deceased and wife of
one Thomas Dickerson they reside in Marion County State of Kansas,
7. William H. Johnson minor child of one Louisa Harrison deceased. The said Louisa
Harrison intermarried with one Henry C. Johnson and afterwards died intestate, leaving
issue of said marriage William H. Johnson her only child and heir who resides in Marion County State of
Kansas and for whom his father Henry C. Johnson who also resides in Marion County State of Kansas
has been duly appointed Guardian by the Probate Court of said County. Said Wm H. Johnson is aged 18 years
8. William H. Harrison a son of said William Harrison deceased and for whom his mother
Margaret Harrison both of whom reside in Marion County Kansas has been duly appointed
Guardian by the Probate Court of said County. Said William H. Harrison is aged 12 years.
4th The parties above named have the following undivided Estate in said premises.
II. Your petitioner Samuel Harrison one undivided one eighth in fee.
2. The said Zebulon Harrison one undivided one Eighth in fee.
3. The said John Harrison. One undivided one Eighth in fee.
4. The said George W. Harrison one undivided one Eighth in fee.

5. The Said Sarah Dickerson One undivided One Eighth in fee
6. The said Hannah Dickerson One undivided One Eighth in fee
7. The Said William H. Johnson one undivided one Eighth in fee
8. The Said William H. Harrison One undivided one Eighth in fee

5th Your petitioner prays that Margaret Harrison Zebulon Harrison, John Harrison, George W. Harrison Sarah Dickerson and Samuel H. Dickerson her husband; Hannah Dickerson and Thomas Dickerson her husband, William H. Johnson, Henry G. Johnson and William H. Harrison be made parties defendants to this petition and your petitioner desiring to hold his said interest in severalty prays that partition of said premises be made and that the dower of said Margaret Harrison may be also assigned or if partition cannot without manifest injury be made then that said premises may be Sold, or Other Order taken pursuant to the Statute.

Carpenter & Broderick, Attorneys for Plaintiff

Jurat

State of Ohio County of Union ss } John M. Broderick being Sworn makes Oath that he is one of the Attorneys for said plaintiff duly authorized, that said Plaintiff is a Nonresident of Said County of Union and now absent therefrom and that the facts Stated in the foregoing petition are as affiant believes true Jno. M. Broderick
Sworn to by John M. Broderick before me and Signed by him in my presence this 8th day of April 1880 W. M. Wright Clerk

Waver of Summons

We hereby waive the issuing and Service of Summon and enter our appearance herein. John Harrison, George W. Harrison Sarah Dickerson, Samuel H. Dickerson, Hannah Dickerson Thomas Dickerson William H. Johnson by Henry G. Johnson his Guardian By Carpenter & Broderick their Attys Margaret Harrison for herself and as Guardian of William H. Harrison a Minor by Robinson & Hunter Attys

And thereupon the following Summons was issued by the Clerk of said Court to wit

Summons to Marrow Co

The State of Ohio Union County ss } To the Sheriff of the County of Marrow Greeting.
We command You to notify Zebulon Harrison that he & others have been Sued by Samal Harrison in the Court of Common Pleas of Union County and that unless he answer by the 22d day of May A. D. 1880 the petition of the Samuel Harrison against them filed in the Clerks office of said Court Such petition will be taken as true and Judgement rendered accordingly. You will make due return of this Summons on the 3d day of May A. D. 1880.

Witness my hand and the Seal of said Court this 21st day of April A.D. 1880
W. M. Wright Clerk

Sheriffs Return

Summons was endorsed "In action for Partition of Real property and was returned with the following Sheriffs return endorsed on said writ to wit.
The State of Ohio Marrow County ss } Received this writ on the 22d day of April A. D. 1880 at 10 o'clock P. M and pursuant to its command on the 27th day of April 1880 I Summoned the within named defendant Zebulon Harrison by delivering to him a true copy of the within Summons and the endorsements thereon Fees Service 35 Mileage 250 Copy 20 return 10 Total $3.15 D. C. Sanford Shff By C. C. Sanford his Deply

Afterwards on the 24th day May 1880 the following was entered in the Journal of said Court

3603

Samuel Harrison
vs
Margaret Harrison Et als } This day came the plaintiff herein by his Attorneys and his petition thereupon coming on to be heard the Court find that all of the defendants have had due legal Notice of the pendency and demand of the said petition and that they are in default for answer and demurer and that said petition is thereby confessed by them to be true. Thereupon the Court find that the said Margaret Harrison widow was entitled to dower in said premises but has by Answer herein waived the assignment of the same by mets and bounds and Elects to take the reasonable value thereof in money and that Subject to dower interest the

Said Plaintiff and defendants are tenants in common in said premises in the following proportions to wit.

II To the said Samuel Harrison one undivided one eighth part thereof

2. " " " Zebulon Harrison " " " " " "

Entry 3. " " " John Harrison " " " " " "

4. " " " Geroge W. Harrison " " " " " "

5. " " " Sarah Dickerson " " " " " "

6. " " " Hannah Dickerson " " " " " "

7. " " " William H. Johnson " " " " " "

8. " " " William H. Harrison " " " " " "

And reason appearing why partition should not be made. It is therefore considered Ordered adjudged and decreed that the said Margaret Harison in lieu of her dower in said lands receive the reasonable value thereof in money and that partition of said estate be made and that an Order issue to the Sheriff of the said County of Union commanding him that by the oaths of William Milligan Elisha Wells & Henry Wheeler three judicious disinterested freeholders of the (who are not of Kin to either party) who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said plaintiff and to each of the said defendants their proportion of the said Estate to which they are herein before severally found entitled.

And it is ordred that if in the Opinion of the said Commissioners said premises cannot be divided by meis and bounds without injury to value thereof they appraise the same free from the dower of the said Margaret Harison. And of his proceedings herein the said Sheriff is ordered to make due return forthwith at this Term of the said Court And the following Writ of Partition was issued by the Clerk of said Court which reads as follows to wit;

The State of Ohio Union County SS} To the Sheriff of the said County Greeting

We command you that without delay by the oaths of William Milligan Elisha Wells and Henry Wheeler you cause partition to be made of the following described premises Situate in the County of Union and State aforesaid to wit, Situate in the Township of Liberty County of Union and State of Ohio being part U.M. Survey No. 12472 and bounded and described as follows to wit, Beginning in the center of the Bellefontaine & Columbus Free Turnpike Road. Thence S 39° W. 9 poles to a Stake Thence N 57° W. 6 poles and 4 links to a Stake. Thence S 18¾° W. 56¾ poles to Lewis Potts's line. Thence S 82 E 19⅓ poles to a Stake in the W line of E. Stratton one and a half acre lot. Thence N 8° E to the North west corner of Hiram Rowles Lot. Thence S 74° 15' E 11¾ poles to a Stake in S.W. Hewitt's west line thence N 8° E 44 poles and 22 links to the center of said Bellefontaine and Columbus Free Turnpike road Thence with the center of said road to the beginning containing Nine acres more or less among the persons named herein and in the following proportions to wit

To Samuel Harrison	one Eighth part	To Sarah Dickerson	One Eight part
To Zebulon Harrison	" " "	To Hannah Dickerson	" " "
To John Harrison	" " "	To William H. Johnson	" " "
To George W. Harrison	" " "	To William H. Harrison	" " "

In pursuance of an Order duly made in our Court of Common Pleas within and for the said County of Union in a certain petition for partition wherein the said Samuel Harrison petitioner and the said Margaret Harison et als are respondents, and it is Ordered that if in the opinion of said Commissioners said premises cannot be divided by meis and bounds without injury to the value thereof they appraise the same free from Dower of Margaret Harison and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith;

Witness my name and the Seal of said Court of Common Pleas

At the Court House in Marysville this 25th day of May A.D. 1880
W. M. Wright Clerk

Sheffs Return

This Writ was duly returned filed with the following Endorsement thereon to wit
As Commanded by the foregoing Writ of Partition I have executed the same by the oaths of Henry Wheeler William Milligan and Elisha Wells as will appear by the Report of the Commissioners herewith returned:
Given under my hand this 26th day of May A.D. 1880.
Fees Levies 3.5 mileage 1.00 Eyelet writ 1.50 Swearing Comrs 1.50
Report of Comrs. 1.50 return 15 Comrs fee 3.00 2 Ads $8.00 - J. J. Miller Sheriff

Comrs. Report

Samuel Harrison
Against
Margaret Harrison et als
} Union County ss Court of Common Pleas
In Partition.

According to the command of the Writ of Partition in this case issued and on the call of the Sheriff of said County we the undersigned Commissioners after being duly Sworn and upon actual view of the premises we are of the opinion that the said lands cannot be divided without manifest injury and do estimate the Value of the same at Seven hundred & fifty Dollars $750.
Given under hands this 26th day of May A.D. 1880
Henry Wheeler
Elisha Wells
William Milligan
} Commissioners

Afterwards on the 29th day of May 1880 the following Entry was made in the Journal of Said Court which reads in the words and figures to wit.

No. 3603

Samuel Harrison
vs
Margaret Harrison et als
} On motion to the Court by Carpenter & Boodwick Council for said petitioners and producing the the return of the Sheriff and the repat of said Commissioners heretofore appointed and the same having been Examined by the Court here and found in all respects correct and in conformity to law, it is hereby ordered that the said proceedings and repat be and the same are hereby approved and confirmed. And thereupon neither of the said parties Electing to take the said premises at the said premises at the valuation It is Ordered that the Said Premises be sold at public sale by the Sheriff of Said County of Union according to law and that he return his doings in the premises to the next Term of this Court to which time this cause is continued.

Afterwards on the 14th of September 1880 the following Answer was filed which reads to wit

Samuel Harrison Plff
vs
Margaret Harrison & Others Defts
} Court of Common Pleas Union Co. Ohio
Answer of Margaret Harrison.
And now comes Margaret Harrison and for Answer to plaintiffs petition Says She is the Widow of the Said William Harrison that on the day of A.D. 18 She was lawfully married to the Said William Harrison with whom She lived as his wife until Separated from him by death on or about the 30th day of April 1877.
That as the Widow of the Said William Harrison the Said Margaret Harrison is entitled to dower in to dower in the premises in the petition described and she hereby waives the assignment of Dower in the premises by metes and bounds and asks that said premises may be sold free of Dower in the premises and that She may receive her dower interest in said premises in money and that her age is 33 years at her last birth day. Said Margaret Harrison asks the protection of the Court & all proper Relief
Robinson & Piper Attys for Mary Harrison

State of Ohio Union County SS } L. Piper being duly Sworn Says he is one of the attorneys of the said Margaret Harrison duly authorized in the premises, that said Margaret Harrison is a Nonresident of the said County of Union Ohio now absent therefrom & that the facts Stated and allegation in the foregoing Answer are true as he verily believe. L Piper

Jurat. Sworn to before me by L Piper and by him Subscribed in my presence this 14th day of Sept. 1880. W M. Winget Clerk

And thereupon the following Order of Sale was issued by the Clerk of said which reads to wit,

Order of Sale. The State of Ohio. Union County SS } To the Sheriff of said County Greeting.

In pursuance of the Order of our Court of Common Pleas within and for the County of Union at the May Term A.D. 1880 in a certain Petition for Partition now pending in said Court wherein Samuel was petitioner & Margard Harison & others were respondents we commaand you that without delay you proceed to Sell at public auction the Lands and tenements in said petition described to wit, Situate in the County of Union, Township of Liberty and State of Ohio Being Part of U. M. Survey No. 12472 - Beginning in the center of the Bellefontaine and Columbus free Turnpike Road - thence S 39° W 9 poles to a Stake; thence N 57° W. 6 poles and 4 Links to a Stake, thence S 18½° W 56½ poles to Lewis Poles line, thence S 82° E 19⅓ poles to a Stake in the W. line of E. Stratton's One and a half acre lot, thence N 8° E to the North West corner of Hiram Nowells lot thence S 74° 15' E 11¾ poles to a Stake in S.W. Nevills west line, thence N 8° E 44 poles and 22 Links to the Center of said Bellefontaine and Columbus Free Turnpike Road, thence with the Center of said road to the beginning containing nine acres more or less. Appraised at $750 00 Free from the Dower Estate of Margaret Harrison and that your proceedings in the premises you make Known to our said Court of Common Pleas at their next term and have you then there this writ,

Witness my hand and the Seal of said Court at Marysville this 9th day of May A.D. 1880. W. M. Winget Clerk.

This Order was returned and filed and duly endorsed by the Sheriff as follows, viz

Sheriff's. As command by this Writ I have caused the lands and tenements herein described to be duly advertized for thirty days next preceding the day of Sale in the Marysville Tribune a newspaper printed and in general Circulation in Union County Ohio

Return. and on the 31st day of July A.D. 1880 at One Oclock P. M. on said day at the door of the Court House in said County I offered for Sale at public auction the Lands and tenements described in this writ and then and there came Hiram Shirk who bid for the same the Sum of Six hundred and Eighty five dollars and said Sum being more than two-thirds the appraised value - and he being the highest and best bidder was declared the purchaser. Fee Service 35 Copy to Printer 42 Poundage 6.85 Return 20 Total - $7.82

Printers fee $10.50

J. J. Miller Sheriff Union County

Samuel Harison vs Margaret Harison et al. } Sheriff's Sale. Order of Sale.

Court of Common Pleas Union County O.

By virtue of the above Stated writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville O. on Saturday July 31st 1880 at or about the hour of One Oclock P. M. the following described real estate to wit, Situate in the County of Union. Township of Liberty and State of Ohio being part of U. M. Survey No. 12472 beginning in the center of the Bellefontain and Columbus free turnpike road thence S 39° W 9 poles to a Stake thence N 57° W. 6 poles and four link to a Stake thence S 18½° W. 56½ poles to Lewis Poles line thence S 82° E 19⅓ poles to a Stake in the west line of E. Stratton's One and half acres lot thence N 8° E to the Northwest corner of Hiram Nowells lot thence S 74° 15' E. 11¾ poles to a Stake in S. W. Nevills west line thence N 8° E 44 poles and 22 Links to the center of said Bellefontaine

and Columbus Free Turnpike Road thence with the Center of Said Road to the beginning containing nine acres more or less. Appraised at $750. Terms Cash

J.J. Miller Sheriff of Union County O.

Carpenter & Broderick Attys for Plff. June 30. 1880 5th. P.F. $10.50

The State of Ohio Union County SS. The undersigned being duly Sworn says that a copy the annexed Notice was published for five Consecutive weeks in the "Marysville Tribune" a Newspaper of general circulation in the County of Union the first publication beginning with June 30th 1880

J. H. Shearer

Sworn to and Subscribed before me this 14 day of September 1880

W. M. Winget Clerk

3603

And on the 25th day of September 28th 1880 the following was entered in the Journal of said Court viz

Samuel Harrison
vs
Margaret Harrison et als

Court of Common Pleas Union County Ohio

Entry

And now came the said Samuel Harrison by Carpenter and Broderick his Attorneys and on his Motion and on producing the report of the Sheriff of his Sale made under the former Order of this Court and the Court being Satisfied, on Examination that said Sale has been made according to law it is Ordered that the said proceedings and Sale be and the same is hereby approved and confirmed and the said Sheriff is Ordered by deed duly executed to convey said premises to the said purchaser in fee Simple and free and discharged of the dower interest therein of the said Margaret Harrison the said defendant Margaret Harrison having waived the assignment of dower by metes and bounds and Elected to take the reasonable value thereof in Money and it is further Ordered that the Said Sheriff out of the Moneys in his hands pay

I. The costs of this case including a Counsel fee of $14 45/100 to Carpenter & Broderick and to Robinson & Piper of $14 45 Taxed to $70 29

2. To the said Margaret Harrison the sum of $40 28 That of the residue he pay

3. To the said Samuel Harrison One equal One Eighth part

4. To the said John Harrison one equal One Eighth part

5. To the said Zebulon Harrison One equal one Eighth part

6. To the said Hannah Dickerson One equal one Eighth part

7. To the said Sarah Dickerson one equal one Eighth part

8. To the said William Johnson one equal one Eighth part

9. To the said William H. Harrison one equal one Eighth part

10. To the said George Harrison one equal one Eighth part

And the said purchaser is required to Execute his notes Secured by Mortgage on said premises to the said heirs & widow above mentioned for the remainder of said purchase

Attest W. M. Winget Clerk

No. 3206

Petition

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Z. C. Poole

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 16th day of October 1880. Heretofore on the 10th day of January 1879 the following Petition was filed with the Clerk of said Court which reads as follows, viz

Z. C. Pooler Plaintiff

vs

No. 3206

L G. Pooler Lewis G. Evans Nelson Commons Surviving partners of the late firm of Wilkins Evans & Co an Elizabeth Pooler Defendants

Petition

Court of Common Pleas Union County Ohio Petition.

The Plaintiff Says on the 7th day of May A. D. 1878 the defendant L. G. Pooler made and delivered to plaintiff his three promissory notes of that date and thereby promised to pay to plaintiff or Order the Sum of Fifteen Hundred Dollars for value received as follows to wit. Five hundred dollars Six months after said date of May 7th 1878 Five Hundred Dollars in One year after May 7th 1878 and Five hundred dollars May 7th 1879 each of said Sums bearing 8 per cent interest from May 7th 1878. Copies of which said notes above refered to are hereto attached marked respectively "A" "B" "C"

2. The defendant L. G. Pooler on the 7th day of May A D, 1878 to secure the payment of said notes Executed and delivered to the plaintiff his Mortgage deed of that date and thereby conveyed to the plaintiff his heirs and assigns the following lands and tenements Situate in said County of Union bounded and described as follows - Situate in the County of Union and State of Ohio and in the Military Survey No. 829, and bounded and described as follows (viz.) Beginning at a Stake in the center of the road from Marysville & Kenton and in the South line of a piece of land claimed under an entry in the name of Martha Duffs heirs on Survey No 829 thence with said line S 86½° E 70 10/10 poles to a Stake and Stone thence N 8° E 99 10/10 poles to a Stake in the center of the above name road thence with road N 16½° W 75 4/10 to the beginning containing Fifty acres more or less. The Condition Contained in said Mortgage deed was in Substance that if the said that if the notes were paid as they became due then the same was to be void Otherwise to be and remain in full force and virtue in Law.

3. On 14th day of May A D, 1878 at 4¼ o'clock P M. the said Mortgage was delivered to the Recorder of said County to be by him entered on record and was by him recorded June 3rd 1878 in Book 14 P. 238

4. The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the Sum of five hundred dollars ($500.00) with interest at at 8 percent from the 7th day of May A. D. 1878

5. The plaintiff says that Lewis Evans and Nelson Commons Surviving partners of Wilkins on Evans & Co claims an interest in said lands arising by virtue of a levy made by the Sheriff of Union County Ohio. This plaintiff says he is ignorant of the place of taking of the Judgement upon which Execution was issued to said Sheriff and the amount thereof.

6. The plaintiff does know whether any of said defendants have this time any subsisting lien upon said premises and he demands proof of the same

7 The plaintiff asks that said Mortgage may be foreclosed and the priority of liens determined the said premises ordered to be sold and the proceeds applied to the payment of said debt and that the residue of any of the proceeds of said Sale be brought into Court for the payment for payment of the notes herein attached and to become due Execution awarded for the balance

D. W. Ayers Atty for Plaintiff

State of Ohio Union County SS.

Z. C. Pooler being Sworn & says that he believes the facts Stated and allegations in his

Over

foregoing petition to be true Z. G. Pooler

Jurat — Sworn to before me and Signed in my pusence this 10th day of January A.D. 1879 Jno. M. Broderick Notary Public

Precipe — Clerk issue Summons upon the petition in the above case returnable according to law Endorsed Foreclosure of Mortgage - And Summons for Lewis G. Evans and Wilson Emmons Surviving Partners of the late firm of Wilkinson Evans & Co to the Sheriff of Montgomery County Ohio - and to L G. Pooler and Elizabeth Pooler

A This note Secured by Mort'g D. W. Cryers Atty for Plaintiff

"A" This note Secured by Mortgage

Copy of note A. — $500.00 Six months after date I promise to pay Z G. Pooler or bearer the Sum of Five Hundred dollars for value received at 8 per cent interest

May 7th 1878 L. G. Pooler

"B." This note Secured by Mortgage

Copy of note B. — $500.00 One year after date I promise to pay to Z. G. Pooler or bearer the Sum of Five Hundred dollars for value received at 8 per cent interest

May 7th 1878 L. G. Pooler

C This note Secured by Mortgage

Copy of note C — $500.00 On or before the 7th day of May 1879 I promise to pay to Z G. Pooler or bearer the Sum of Five Hundred dollars for value received at 8 per cent interest May 7 1878 L. G. Pooler

And on the 10th day of January the following was issued by the Clerk of said Court to wit

Summons to Union Co. — The State of Ohio Union County ss} To the Sheriff of the County of Union Greeting

We command you to notify L G Pooler and Elizabeth Pooler that they and others have been sued by Z. G. Pooler in the Court of Common Pleas of Union County and that unless they Answer by the 8th day of February A.D. 1879 the petition of the said Z G. Pooler against them filed in the Clerks office of said Court such petition will be taken as true and Judgment rendered accordingly.

You will make due return of this Summons on the 20th day of January A.D. 1879

Witness my hand and the Seal of said Court this 10th day of January A.D. 1879 W. M. Winget Clerk

Sheff's return — Summons returned & filed Janry 13. 1879 Endorsed by Sheriff as follows to wit The State of Ohio Union County ss} Received this writ January 11th A.D. 1879 at 9 o'clock A.M. and pursuant to its command I served the same January 11th 1879 by delivering a certified copy thereof with endorsments thereon to each of the within named parties L G. Pooler and Elizabeth Pooler Fees Service 55 mileage 90 Cop's 40 return 15 = Total $2.00 J. J. Miller Sheff By Dyer Reed Deputy

Summons to Montgomery Co. — Also the following Summons was issued by the Clerk of said Court which reads to wit The State of Ohio Union County ss} To the Sheriff of Montgery County Greeting

We command you to notify Lewis G. Evans & Nelson Emmons Surviving partners of the late firm of Wilkinson Evans & Co. that they & others have been Sued by Z. G. Pooler in the Court of Common Pleas of Union County and that unless they Answer by the 8th day of February A.D. 1879 the petition of the said Z. G. Pooler against them filed in the Clerks office said Court Such petition will be taken as true and Judgment rendered accordingly.

You will make due return of this Summons on the 20th day of January A.D. 1879

Witness my hand and the Seal of said Court this 10th day of January A.D. 1879 W. M. Winget Clerk

Summons returned and filed January 18th 1879 Endorsed In action for Foreclosure and endorsed by the Sheriff of Montgomery County as follows to wit

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The State of Ohio Montgomery County ss } Received this A.D. 187 at oclock M and pursuant and pursuant to its command Served the within named Lewis G. Evans and Nelson Emmons by leaving a true copy thereof at their usual place of residence Fee Service 35 mileage 50 Copy 25 Return 25 Andrew G. Nixon Sheriff H. W. Barrett

Afterwards on the 18th day of November 1879 the following Answer and Cross Petition was filed herein to wit,

Z. G. Pooler Plaintiff
vs
L. G. Pooler et als Defendants

Court of Common Pleas, Union County.
Answer and Cross Petition of English Miller and Co,
And now comes the defendants John G. English Albert W. Gram & John Joice within the rule of the Court and by its leave file their Answer and Cross petition and Say that they are an association of persons doing doing business under the firm name and Stile of English Miller and Company in the State of Ohio. That on the 19th day of November A.D. 1877 they Sold and delivered to the defendant L. G. Pooler a bill of goods footing up the Sum of One hundred four and 50/100 Dollars. That on the 6th day of June A.D. 1878 the Said English Miller & Company

Cross Pet. of English Miller & Co

recovered a Judgement against the Said defendant L. G. Pooler before Willard Edson a Justice of the Peace within and for the Township of Taylor in said County of Union for the Sum of $105 44/100 and Costs of Suit taxed to $1 50/100
That on the 11th day of June 1878 an execution was issued by the said Justice of the Peace directed to any Constable of said Township - That on the 12th day of June 1878 Said Execution was returned endorsed as follows I Served this writ June 11th 1878 no property found upon which to levy Costs 65 J. G. Cory Constable
That on the 17th day of June A.D. 1878 a Transcript of said Judgement and proceedings was filed with William M. Winget Clerk of the Court of Common Pleas within & for the said County of Union & by him the said Clerk entered on Execution Docket L page 460 of the records of said Court. That on the 10th day of July A.D. 1878 an Execution was issued by said Winget as Clerk of said Court directed to the Sheriff of said County and was on the 10th day of September A.D. 1878 returned & filed Endorsed I Received this writ on the 17th day of July 1878 and for want of Goods & Chattel on which to levy on the 18th day of July I levied this writ on the following described lands and tenements as the property of the within named L. G. Pooler to wit.
Commencing at a Stake in the Center of the Marysville and Kenton Gravel road and also in the center of the Wheeler Road - thence with said Wheeler Road S 86 1/2° E 70 1/10 poles to a Stake thence N 8° E 90 1/10 poles to a stake and Stake thence N 86 1/2° W 33 poles to a Stake thence S 3 1/4° E 38 1/4 poles to a Stake thence N 86 1/2° W 64 poles to a Stake in the Marysville and Kenton Gravel road - thence with said road S 16 1/2° E 54 1/10 poles to the beginning Containing thirty three acres more or less and being a part of the premises in plaintiffs petition described.
No part of the said Judgement or costs have been paid and the same is in full force and virtue in law. On the 7th day of May 1878 the defendant L. G. Pooler executed and delivered to the plaintiff the Mortgage in the petition Set forth and which was on the 14th day of May 1878 at 4 1/4 Oclock filed for record as Set forth in petition,
The defendants English Miller & Company are and believe that the said Mortgage was given without proper consideration but was given for the purpose of covering up the property of the said (largely with the intent to defraud the defendants English Miller and Company with Others out of their Just dues,
Said English Miller and Miller & Company further Say that the said Judgement is a Valid and Subsisting lien on the premises herein described
Said English Miller and Company therefor ask the Court to Set aside the Said Mortgage and that a decree for that purpose may be entered and the said premises Ordered to be Sold for the payment of the said judgement

And for all proper relief Robinsons & Piper attys for English Miller & Company

State of Ohio Union County ss L. Piper being duly Sworn according to Law Says he is one of the Attorneys of the said English Miller and company duly authorized in the premises that the said English Miller & Company are nonresidents of the said County of Union as are all the members of said firm and all of whom are now absent from said County and the facts Stated and allegations in the foregoing pleading are as affiants believes true L. Piper

jurat Sworn to before me by L. Piper and by him Subscribed in my presence this 18th day of November A.D. 1879 W. M. Wright Clerk

And thereupon the following Answer & Cross Petition was also filed with said Clerk

Z. G. Pooler Plaintiff
vs
L. G. Pooler et als Defendants

} Court of Common Pleas Union County Ohio
Answer & Cross Petition of Dr Harter Medicine Com

And now comes the defendant the Dr Harter Medicine Company within the rule of the Court and by the leave of the Court files its Answer by way of Cross Petition and Says that the Dr Harter Medicine Co is an Association of persons duly incorporated under the Laws of the State of Missouri with its principal office in St Louis in said State of Missouri.

Answer & Cross Petition of Dr H. Med. Co.

That on the 6th day of April A.D. 1878 it recovered a Judgement against the said Lawson G. Pooler, one of defendants herein on an account for goods Sold therefore and delivered to said L. G. Pooler before Willard Edson a Justice of the Peace within and for the Township of Taylor in said County of Union for the Sum of fifty Eight 25/100 Dollars ($58 25/100) and Costs taxed to $

That on the 16th An Execution was issued directed to a Constable of said Township and May 15th 1878 Execution was returned endorsed as follows - "Recived this writ April 16th 1878 Served the same but found no goods or chattels on which to levy F. C. Croy Const; On the 15th day of May 1878 a Transcript of said Judgment and proceedings from the Docket of said Justice of the Peace was filed with the Clerk of the Court of Common Pleas within for said County of Union which was by said Clerk entered upon Execution Docket "L" on page 454 of the records of the said Court of Common Pleas. No part of said Judgment & costs have been paid and said Judgement is in full force and Virtue and wholly unsatisfied

The said Defendant L. G. Pooler on the 7th day of May 1878 Executed & delivered the Mortgage in the petition Set forth to the plaintiff for the full purpose & intent of defrauding this defendant and others outher out of their just dues said Mortgage being without a sufficient consideration

This defendant the Dr Harter Medicine Company ask the Court - to adjudge said Mortgage to be fraudulent and void as against the said Dr Harter Medicine Co and that the same may set aside that said Judgment of the said Dr Harter Medicine Co be declared a valid and Subsisting lien on said premises that the same may Ordered to be Sold and that out of the proceeds of said Sale said lien of the said Dr Harter Medicine Company be paid and for all proper relief Robinson & Piper Attys for Dr Harter Med Co

State of Ohio Union County ss

jurat L. Piper being duly Sworn according to Law Says he is one of the Attorneys of the Dr Harter Medicine Company the defendants herein duly authorized in the premises That the Dr Harter Medicine Company are nonresidents of the said County of Union and are now absent therefrom and that the facts Stated and allegations in the foregoing Answer and Cross petition of the Dr Harter Medicine Company are as affiant believes true L. Piper

Answer & Cross Pet. of Shedd & Co

Motion to Strike out

Sworn to before me by L. Piper and by him subscribed in my presence this 18th day of November A.D. 1879 W. M. Winget Clerk

And on the 18th day of November 1879 the following Answer & Cross petition was filed with said Clerk to-wit

Z. C. Pooler Plaintiff
vs
L. G. Pooler and Others Defendants

In Court of Common Pleas Union County Ohio.
Answer & Cross Petition of E. E. Shedd & Co.

And now come E. E. Shedd R. S. Sowers and H. M. Kinney within the rule of the Court and by leave of the same file their Answer by way of Cross petition and say they are associated together as partners in the Whole Sale Grocer trade and doing business under firm name and Style of E. E. Shedd and Company. That on the 30th day of May A.D. 1878 they made Settlement with the Defendant L. G. Pooler of their accounts against the said L. G. Pooler for goods theretofore Sold & delivered by them to the said L. G. Pooler and received from the said L. G. Pooler his promissory Note for the Sum of $157 9/100 due in thirty days from said date with interest at rate of 8% per annum. That on the 16th day of July A.D. 1878 the said E. E. Shedd & Co received a Judgment against the said L. G. Pooler before Willard Edson a Justice of the Peace within and for the Township of Taylor in said County of Union on said Note for the Sum of One hundred fifty nine dollars and Cents and costs of suit taxed to $ 1.50

Answer & Cross Pet. of Shedd & Co

That on the 17th day of July A.D. 1878 a Transcript of said Judgment was filed with the Clerk of the Court of Common of Common Pleas within for said County of Union in the State of Ohio and by said Clerk entered on Lien Docket page 1 of records of said Court. No part of said Judgment or costs have been paid and the same is Still in force. The said defendants further say that on the 7th day of May 1878 the Mortgage in plaintiff petition set forth was Executed by the defendant L. G. Pooler and delivered to the plaintiff without a Sufficient consideration and and with the intent and for the purpose of covering up his property and thereby defrauding the said E. E. Shedd & Co. and others out of their Just dues.

The defendants E. E. Shedd & Co ask an Order of this Court decreeing said Mortgage be adjudged fraudulent and void as against the said E. E. Shedd and Company that the same may be Set aside the said Judgment of the said E. E. Shedd and Company be held as valid and Subsisting lien on said premises that the same be ordered Sold and that out of proceeds of said Sale said lien of said E. E. Shedd & Co be paid and for all proper relief

Robinson & Piper Attys for E. E. Shedd & Co.

State of Ohio Union County SS. } L. Piper being duly Sworn Says he is one of the Attorneys of the above named E. E. Shedd & Company duly authorized in the premises that the said E. E. Shedd and Company are non residents of the said County of Union that no member of said firm is now present in said County of Union and that the facts Stated and allegations in the foregoing pleading of E. E. Shedd & Co. are as affiant believes true.

Affidavit

L. Piper

Sworn to before me by L. Piper and by him Subscribed in my presence this 18th day of November A.D. 1879 W. M. Winget Clerk

And on the 6th day of January 1880 the following Motion was filed with said Clerk to-wit

Z. C. Pooler Plaintiff
vs
L. G. Pooler et als. Defts

In Union County Court of Common Pleas Motion Now comes said Lewis G. Evans & Nelson Emmons Surviving partner of the late firm of Wilkins Evans & Company and move the Court for an Order Striking from the files the amended petition in this case and for cause Says. Said pretended amended petition is a departure from the Original pleading in this case

Motion to Strike out

That pretended amended petition is a new and different cause from

Over

that made in the Original petition. Cameron & Benton
and on the 12th day of January 1880 the following Amended petition was filed herein to wit

Z. C. Pooler Plaintiff
vs
L. G. Pooler Lewis G. Evans Nelson Emmons
Surviving partners of the late firm of Wilkinson
Evans & Co Elizabeth Pooler. C. C. Shedd & Co
English Miller & Co & Dr Harter Medicine Co. Defts

Court of Common Pleas Union County Ohio

Amended Petition

Amended Petition

1st The plaintiff now comes within the rule of the Court first had & obtained and Says That during the years 1877 and 1878 the said L.G. Pooler was engaged in the business of Merchantdising in the Town of Broadway in Said County and State and while So engaged he incurred large indebtedness and at and at the times and for amounts herein after to be stated he the said L.G. Pooler induced and procured this plaintiff to become his Surety upon the and Conditions herein after to be stated. That the following is a true Statement of the said indebtedness to wit. 1. Security to Stanley Bates for L.G. Pooler October 2d 1877 & paid by Z. C. Pooler for L.G. Pooler July 2d 1879 $47.00

2d Security to Maddox Brothers July 13th 1877 for L.G. Pooler paid by Z. C. Pooler for L. G. Pooler July 2d 1879 $110.00

3. Security to Dr Harter for L.G. Pooler on Esq Eadons Docket and paid by Z.C. Pooler for L.G. Pooler July 2d 1879 $60.78

4. Security for L. G. Pooler to J. V. Snider (on note) Oct. 25 1876
Paid $200.00 December 1st 1878 - $38.94 April 25th 1879 by Z.C. Pooler $238.94

5. Security to Bumstein and Boyer for L.G. Pooler Feb. 6th 1878
and paid by Z.C. Pooler for L.G. Pooler June 28th 1879 $74.38

6. Security to the Bank of Richwood for L.G. Pooler Sept. 29th 1877
paid by Z.C. Pooler April 1879 Intrst $35.00 Princ. $300.00 $335.00

7. Security to People's Bank for L.G. Pooler on Note of $300.00 paid by
Z.C. Pooler Int & Prin and additional Loan to L.G. Pooler $452.85

8. Sheriff Miller paid by Z.C. Pooler for L.G. Pooler June 28th 1879 3.00

Security to Bernstein & Boyer July 6th 1878 for L.G. Pooler and paid for him by Z.C. Pooler to Hamilton $85.24

9. Tax on land herein after described paid by Z.C. Pooler for L.G. Pooler $46.63

10 Security for L. G. Pooler to Peoples Bank October 17th 1879
paid by Z.C. Pooler June 28th 1879 $66.00
October 21st 1878 paid for L.G. Pooler as his Security at Peoples Bank $18.93

11 Interest on Loan $180.00

Plaintiff Says that the item of $180.00 Interest on Loan arose in the following manner. That after becoming the Security of the defendant L.G. Pooler as above Stated the said L.G. Pooler become unable to meet and pay said indebtedness That of the Sum of $1727.02 this defendant gave his individual Obligations to pay the said indebtedness to the extent and amount $1443.96 and the remainder of the $1727.02 plaintiff paid in money at the time Stated as aforesaid
That when the individual Obligations given by this plaintiff as aforesaid became due he was compelled in Order to meet and pay the Same to borrow money which which he did at the rate of 10 per cent for the time of five years and Secured the payment of the Same by Mortgage upon his real estate in Union County Ohio.
That the terms and Condition of the Loan so negotiated of the Loan so negociated for purposes aforesaid was by this plaintiff was reasonable and that the Sum of $180 is insufficient to make this plaintiff Whole and Save him harmless by reason of becoming the Security of the said defendant L.G. Pooler

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The plaintiff Says that he became the Security of the said defendant L. G. Pooler upon the claims and for the amounts aforesaid upon the agreement & promise of the said defendant that he would execute to the plaintiff a Mortgage upon the lands hereinafter to be described to indemnify and protect and Save harmless from the payment of any of said claims or any part thereof or any loss by reason of becoming such Security.

That the item of $46.63 is for taxes paid by this plaintiff on the lands hereinafter to be described The plaintiff Says he is unable to give the exact amount of all the claims aforesaid at the time he became the Security of the said L. G. Pooler. And that in the Statement of the amounts paid by this plaintiff where the original amount is not given. the amount set forth is the original amount and interest accruing thereon until he paid the same

2d The defendant L. G. Pooler on the 7th day of May A.D. 1878 to secure and indemnify this plaintiff and Save him harmless from the payment of any of said claims & inattainer and from or loss as such Security Executed and delivered to this plaintiff his Mortgage deed of that date. The said L.G. Pooler at the Same date of May 7th 1878 Executed and delivered to this plaintiff his three promissary notes of that one of which notes was due in Six months after the date thereof and the other two notes became due in one year from the date thereof each of said notes was the Sums of $500.00 each with interest at 8 per cent from date - Copies of which notes are hereto attached marked respectively "A" "B" and "C"

The plaintiff says that by said Mortgage deed the defendant L.G. Pooler conveyed to this plaintiff his heirs and assigns the following lands and tenements Situate in said County of Union bounded and described as follows - Situate in the County of Union and State of Ohio and the Military Survey No 829 and bounded and described as follows. Beginning at a Stake in the center of the Road from Marysville to Henton and in the South line of a piece claimed under an Entry in name of Martha Ruffs heirs on said Survey No. 829 thence with said line S 86¼° E 70 /10 poles to a stake and Stone - thence N 8° E 99 /10 poles to a Stake in the center of the above named road - thence with said road S 16½° E 95 /10 poles to the beginning containing fifty acres of land more or less.

The conditions contained in said Mortgage deed was in substance, that if the said notes Should be paid as they became due then said Mortgage to be void Otherwise to be and remain in full force and Virtue in Law. Whereas in truth and in fact the Condition Contained in Said Mortgage Should have Read as follows to wit That whereas the said Z G. Pooler has become the Security of the said L. G. Pooler to the Peoples Bank - and the Banks of Richwood and Burnstein and Boyer and Jasper Snider and Stanley Bellus - Dr Walter Maddox Brother for the Sum of $1.727.02 with interest thereon at the rate of 8 per cent.

Now if the said L. G. Pooler Shall pay or cause to be paid the said Sum of $1727.02 together with the interest accruing thereon and Save the said Z.G. Pooler from Loss harm or injury by reason of being the Security of the said L. G. Pooler as aforesaid then these presents to be void Otherwise to be and remain in full force and virtue in Law

And that the Same Should have been so Stated in Said Mortgage deed and was omitted by the mutual mistake omission and oversight of this plaintiff and the defendant L. G. Pooler. This plaintiff says he has no other or further means of making himself whole and Saving himself from loss or injury by reason of becoming the Security as aforesaid but this Mortgage upon the real estate aforesaid - That the said L. G. Pooler is now wholly insolvent

3d On the 14th day of May A.D. 1878 at 4 o'clock P.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on the record and was by him recorded June 3d A.D. 1878 in Book 14. P 238.

4th The said deed has become absolute. There is due and remaining unpaid the Sum of $1727.02 with interest at 8 per cent from the date of each payment aforesaid

And which sum of $1727,02 this plaintiff has paid and secured to be paid of the indebtedness secured and assumed by this plaintiff for the said defendant L.G. Pooler as aforesaid and for which the said Mortgage deed was Executed to indemnify and Save harmless from loss or injury by reason of said Security as aforesaid.

5th The plaintiff says that Lewis G. Evans and Nelson Emmons Surviving partners of of Wilkinson Evans & Co. claims an interest in said lands arising by virtue of a levy made by the Sheriff of Union County Ohio - this plaintiff says he is ignorant of the place of taking the judgment upon which Execution was issued to said Sheriff and the amount thereof

6th The plaintiff does not know whether any of said defendants have at this time any valid and subsisting lien upon said premises and demands proof of the same

7th The said plaintiff asks judgment reforming and correcting said Mortgage deed and making the same comply with the agreement understanding and intention of the parties as aforesaid, That said Mortgage may be foreclosed and the priority of liens determined and the said premises ordered to be Sold and the proceeds applied to the payment of the said indebtedness set forth in the first cause of action herein and Execution awarded for the balance and for all other and further relief as may be Equitable and just

D.W. Ayers Attorney for Plaintiff

State of Ohio Union County ss. Z. G. Pooler being Sworn says: the facts stated and allegation made in the foregoing amended petition are as he believes true

Z. G. Pooler

Sworn to before me and signed in my presence by the said Z. G. Pooler this 12th day of January A.D. 1880

W. M. Wingel Clerk

A $500cc Six months after date I promise to pay Z. G. Pooler or bearer the Sum of Five hundred Dollars for value received at 8 per cent interest May 7th 1878

L.G. Pooler

B $500 One year after date I date I promise to pay to Z.G. Pooler or bearer the Sum of Five Hundred dollars for value received at 8 per cent interest May 7th 1878

L.G. Pooler

C $500cc On or before the 7th day of May 1879 I promise to pay to Z.G. Pooler or bearer the Sum of Five Hundred dollars for value received at 8 per cent interest

May 7th 1878

L. G. Pooler.

Heretofore the following Entry was made in the Journal of said Court which reads as follows to wit

Journal Entry

Z. G. Pooler Plaintiff
vs
L. G. Pooler & others Defendant

In Foreclosure

This day came the parties and this cause came on to be heard upon the motion of plaintiff for leave to file and amended petition herein and the Court being fully advised in the premises do Sustained said Motion and grant leave to plaintiff to file his amended petition within thirty days from the rising of the Court.

And at same time came English Miller and Company. E. E. Shedd & Company and the Dr Harter Medicine Company by their Attorneys and asked and obtained leave to be made parties defendants in this cause with leave to file their respective Answers & Cross Petitions within thirty days from the rising of the Court which leave by the was according granted and this cause thereupon Continued

The following Motion was filed with the Clerk of said which reads to wit

Motion

Z. G. Pooler Plaintiff
vs
L. G. Pooler et als. Defendants

Court of Common Pleas
Union County Ohio. Motion

And now come defendants E. E. Shedd & Co English Miller & Co and Dr Harter Medicine Co. by their Attorneys and move the Court here for a Rule requiring the plaintiff to State more definitely and certainly what his cause of action is based - the account mentioned in the first Section of his petition or the Notes mentioned in the Second Section

Wm

of his Petition. That he State more certainly what relief he asks in his said petition.
Robinson & Piper Attys for above named defendants

Heretofore the following Entry was made in the Journal of said Court which reads to wit,

Entry

Z. C. Pooler
vs
L G. Pooler

This day this cause came on to be heard and leave was asked obtained by the plaintiff to file Motion. Ayers,

Thereupon the following Motion was filed with the Clerk of said Court April 21. 1879 to wit

Motion

Z. C. Pooler Plaintiff
Vs
L G. Pooler Lewis G. Evans Surviving partners of the late firm of Wilkinson Evans & Co & Elizabeth Pooler Defts

Court of Common Pleas Union County Ohio. Motion
The plaintiff now comes and asks the Court to Strike from the Answer of the defendant Lewis G. Evans and Nelson Emmons Surviving partners of the late firm of Wilkinson Evans & Co. all that part of the same commencing with the words and figures following to wit "That during the month of November 1877" up to and inclusive of the Eighty third line of said Answer from the Commencement of said Words and figures.
D. W. Ayers Attorney for plaintiff

Heretofore on the 18th day of February 1879 Answer and Cross petition was filed in this case to wit

Z. C. Pooler Plaintiff
Vs
L. G. Pooler et als Defendants

To the Court of Common Pleas of Union County Ohio
Answer and Cross Petition.

Answer & Cross Petition

And now comes Lewis G. Evans and Nelson Emmons Surviving partners of the late firm of Wilkinson Evans & Company and for their Answer and Cross Petition in this case say That during of November 1877 the said L G. Pooler was doing a Mercantile business in Broadway in said County of Union and the plaintiff who is a father of said L G. Pooler Spent a large portion of his time in the Store of said L G. Pooler and at times had charge of the Same. That during said month the said L G. Pooler in Order to obtain credit of these defendants and to procure of them on time in the presence of said plaintiff and to his personal Knowledge represented to these defendants that he the said L G. Pooler was possessed of the premises in the petition discribed and that he was free from debt and abundantly able to mut all his obligations that under said representations and with the Knowledge of the plaintiff as aforesaid the said L G. Pooler obtained from these defendants goods and Merchandise to the Value of Two Hundred and thirty five dollars for which agreed to pay in 60 days.

That afterwards to wit about the 26th of March 1878 the indebtedness being still unpaid the said L G. Pooler with the Knowledge and consent of said plaintiff and still representing said premises to be clear from incumbrances and that he owed but little and that only for a Small Bill of Merchandise the said L G. Pooler Obtained an extension of time to pay his said indebtedness to these ~~defendants~~ respondents and then executed to these respondents his two notes for said Sum to $116 20 due in 3 days and one for $117 68 due in 60 days from said date all of Representations and extention of time was personally Known to the plaintiff and with consent. That afterwards to wit. on the 1st day of June 1878 these defendants by the Consideration of the Court of Common Pleas of Montgomery County Ohio obtained a Judgment on said note against the said L. G. Pooler for the Sum of Two hundred & thirty five 77/100 dollars and costs of Suit and which Judgment was rendered on 8 % interest from 1. 1878

That these defendants caused Execution to issue on said Judgment on the 3d day of June 1878 and directed to the Sheriff of Union County. That on the 8th day of June 1878 for want of goods and chattels the said Sheriff levied said Execution on the lands in the petition discribed and caused the same to be forthwith appraised and a copy

Of said Appraisment deposited with the Clerk of the Common Pleas Court of both of said Counties and of all of which the said plaintiff then and had Knowledge. That afterwards to wit on the 18th day of June 1878 the said L.G. Pooler demanded of the Sheriff of the said County of Union a Homestead in said premises and thereupon such proceedings was had as set off to said L.G. Pooler of the said lands about 17 acs and which was of the value of $1000.00 and the remainder of the same was appraised at $140.53 and therefore the remainder of said land after setting off said Homestead to wit about 33 acres of the same was duly advertised in the Marysville Tribune a paper printed and of general circulation in said County for more than 30 days and was offered for Sale at the door of the Court House in said County of Union on the 27th day of July 1878 and not sold for want of bidders. To all which the said plaintiff had notice and never made Objection or claim to said land and never made Objection or dispute when said L.G. Pooler represented himself to be free from debt & Incumbrance that these Defendants parted with their goods and extended time of payment on said representation of L.G. Pooler the plaintiff consented to the same and made no claim then or at any other time to these defendants that said L.G. Pooler was indebted to him or that he had any claim on said land.

And these defendants Know nothing of the Execution of the Note and Mortgage in the petition mentioned and they therefore deny and demand proof of the same.

These defendants say that if said note and mortgage ever were executed that they wholly without consideration and were executed by said L.G. Pooler to the plaintiff who is his father for the fraudulent purpose of conveying of said property and hindering and delaying these Defendants in the collection of their claims, and that said plaintiff has paid nothing for said note or Mortgage and that the same is a Sham and upon the title of said lands. These defendants say that by reason of the premises said plaintiff ought in any event to estopped from asserting any claim to said lands or any indebtedness he may claim against his son the said L.G. Pooler and that said Sham and pretended Mortgage ought to be cancelled and held for naught and Remand as a cloud from the title of said lands.

These defendants therefore pray the Court to set aside and hold for naught the said Mortgage and note in the petition set forth and that the lien of these defendants upon said land remaining after setting off said Homestead may be protected & enforced and said premises Sold to Satisfy the Same and for all such other and further relief as may equitable and just

Cameron & Benton Attys for Defendants Evans & Emmons

State of Ohio Union County ss I J.L. Cameron being first duly sworn depose and say that I am one of the Attorneys for said Defendants Lewis Evans & Nelson Emmons and duly authorized and that said defendants are Nonresidents of said Union County and that I believe the facts stated in the foregoing Answer and Cross petition are true

J.L. Cameron

Sworn to before me by said J.L. Cameron and by him Signed in my presence this 17th day of February 1879

John M. Brodrick
Notary Public

And thereupon the following motion was filed with the Clerk of said Court which reads in

3206

L.G. Pooler Pltf
vs
L.G. Pooler Defts

State of Ohio Union County ss
Court of Common Pleas.

Motion to Strike out

Pltfs Reply

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Motion to Strike out

Now comes the said Lewis G. Evans & Nelson Emmons Surviving Partners of the late firm of Wilkinson Evans & Company and move the Court for an Order Striking from the files the amended Petition filed in this case January 10. 1880 and cause & says, Said pretended amended petition is a departure from the original pleading in this case That Said pretended amended makes a new and different case from that made in the original petition Cannon & Benton Attys for Evans & Emmons.

Heretofore the Reply of Plaintiff was filed with the Clerk of said Court which reads Court

Z. G. Pooler Plff } Court of Common Pleas Union County Ohio.
vs } Reply.
L. G. Pooler et als, Defts } Answer and Cross Petition of the defendant Lewis G. Evans and

Plffs Reply

Nelson Emmons - Says he admits that he is the father of the defendant L. G. Pooler and that the said L. G. Pooler carried on Mercantile business in the Town of Broadway Union County Ohio and that the Sheriff of said County set off to the said L G. Pooler a Homestead as alleged in said Answer and Cross petition. He denies each and every other allegation contained in said answer and Cross Petition D. M. Ayers Atty for Plff

State of Ohio Union County Ss. } Z. G. Pooler being Sworn Says the facts Stated & Allegations made in the foregoing Reply are as he believes true Z. G. Pooler

Sworn to before me and Signed in my presence this 13th day of May A.D. 1879

W. M. Winget Clk

And on the 9th day of January 1880 the following Entry was made in the Journal of said Court as wit

Entry

Z. G. Pooler Plaintiff } Court of Common Pleas Union County Ohio
vs } This day came the parties by their Attorneys and thereupon
L. G. Pooler et als Defendants } this cause came on to be heard upon the Motion of the defendants English Miller and Co E. E. Shedd & Co & Dr Harter Med. Co. for an Order requiring the plaintiff to make his petition more definite and certain

Whereupon the Court being fully advised in the premises do Sustain the said Motion whereupon the plaintiff asked and obtained leave to file an amended petition by Tuesday January 13th 1880.

And on the 13th day of January 1880 the following motion was filed in said Court which reads as follows to wit

Z. G. Pooler Plaintiff } Court of Common Pleas Union County Ohio
vs } Motion to Strike out.
L. G. Pooler & others Defendants } And comes the defendant E. E. Shedd & Co. English, Miller & Co and Dr. Harter Medicine Company and move the Court him for an Order to Strike out all that part of the plaintiffs petition as amended filed January 12th A.D. 1880 the word "Interest on loan" on 2d page fifth line from bottom of page and ending with word L.G. Pooler in the 21st line of 3d page of said Amended petition for cause Says that the matter aforesaid is redundant and unless Matter which would unnecessarily encumber the said and make the Statement of the cause of action more indefinite and indefinite and uncertain

Robinsons & Piper Attys for E. E. Shedd & Co and other defendans

And on the 7th day of June 1880 the following Entry was made in the Journal of said Court to wit

Z. G. Pooler Plaintiff } Foreclosure of Mortgage.
vs } This day this cause on to be heard upon the petition of plaintiff
L. G. Pooler & others defendants } Answer and Cross petition of E. E. Shedd and Company English. Miller & Company and the Dr Harter Medicine Co. And the Answer and Cross petition of Lewis G. Evans and Nelson Evans Surviving Partners of Wilkinson Evans & Company. And was Submitted to the Court on Consideration Whereof the Court find that the defendant L. G. Pooler executed and delivered to the plaintiff Z. G. Pooler the Mortgage deed in the petition described and on the premises therein described and that said Mortgage was duly Recorded in book 14 on page 238 of the records of Mortgages of Union County

and is the first and best lien on the premises in the petition described except the liens herein after mentioned. The Court further find that the Conditions of defeasance in said Mortgage has been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed,

It is therefore Considered Ordered and decreed that unless the said defendant L. G. Pooler

Entry. K — shall within ten days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the Costs of this case and to the plaintiff the Sum of $1891.63 with interest from the 5th

Order to Sell — day of May 1880 according to the terms of said Mortgage and the said defendant L. G. Pooler Equity of redemption shall be foreclosed and said premises shall be Sold and an Order of Sale shall issue therefor to the Sheriff of Union County Ohio directing him to Sell said premises as upon Executions and bring the proceeds into Court for further Order.

And the Court further find that the said E. E. Shedd & Company, English Miller & Company & the Dr. Harter Medicine Company are entitled to thirty five per cent of their respective claims and that the said Wilkinson Evans & Company are entitled to fifty per cent of their claim out of which Sums said defendants to their own costs up to

and it is therefore Ordered Adjudged and decreed by the Court that the Several Claims of the said E. E. Shedd & Company, English Miller & Company Dr Harter Medicine Company and Wilkinson Evans & Company be and the same are hereby made a lien on said premises prior and better than the lien of the plaintiff under his Mortgage for the said Several Sums and out of the proceeds of the Sale of said premises after the costs and taxes on the premises the liens of the said defendants shall be first paid and awaiting the Sale of said premises this cause is Continued with leave to any one of the parties to have an Order of Sale issued to the Sheriff for the Sale of said premises.

Afterwards the following order of Sale was issued to the Sheriff of said County to wit,

The State of Ohio Union County SS } To the Sheriff of said County — Greeting

Whereas at a Term of the Court of Common Pleas held at Marysville in and for said County on the Seventh day of June A.D. 1880 in the cause of Z. G. Pooler Plaintiff and L. G. Pooler et als Defendants it was ordered adjudged and decreed as follows to wit

Order of Sale — That unless the said defendant L. G. Pooler shall within ten days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff the Sum of $1891.63 with interest from the 5th day of May 1880. That an Order of Sale shall issue to the Sheriff of Union County Ohio directing him to Sell said premises described in plaintiffs petition as upon Execution and bring the proceeds into Court for further Order To wit. Situate in said County of Union and State of Ohio and on the Military Survey No. 829 Beginning at a stake in the center of the Road leading from Marysville to Kenton and in the South line of a piece of land claimed under an Entry in the name of Martha Ruff's heirs on said Survey No. 829 thence with said line S 86¼ E 70/10 poles to a stake and stone. thence N 8° E 99/10 to a stake in the center of the above named road thence with said road S 16½ E 95/10 poles to the place of beginning containing Fifty acres more or less.

We Therefore Command You That you proceed to carry said Order Judgment and decree into execution agreeable to the tenor thereof and that you expose to Sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the proceeds of such Sale to the Satisfaction of said Judgment & decree with costs and interest as specied therein and that you make Report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with.

Witness my Signature as Clerk of our said Court of Common

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Pleas and the Seal of said Court at Marysville this 16th day of July 1880
W.M. Winget Clerk

Order of Sale returned & filed with the Sheriffs return thereon which reads as follows to wit
The State of Ohio Union County SS In obedience to the Command of the Order of Sale
hereto annexed I did on the 23d day of July 1880 Summon G.W. Arnold G.B. Johnson
Sheriffs and Eli Merman three disinterested freeholders of said County who were by me duly Sworn
to view and appraise the lands and tenements therein described and afterwards on the 22d
Return July A.D. 1880 said appraisers returned to me under their hands and Seals that they did
upon actual of the premises estimate and appraise the real value in money of the Same at
Forty Three (43) Dollars per acres. A certified Copy of said appraisal I forthwith deposited in
the office of the Clerk of the Clerk of the Court of Common Pleas of said County. And on the
28th day of August 1880 I caused to be advertised in the Marysville (a newspaper printed & published
and of General circulation in Union County) said lands and tenements to be Sold at public
Sale at the door of the Court House of said County on the 28th day of August A.D. 1880 at one o'clock
P.M of said day. And then and there came Elizabeth Pooler wife of said L.G. Pooler and made
demand in writing that a Homestead be Set off to her out of the lands described in this writ
And on the 26th day of August 1880 I Set off to her Such Homestead as will more fully appear by reference
to the report of Appraisers herewith returned and made apart of this report
Fee Summon & Swearing Appro 1.50 mileage 90 writing Appt 40 Return 20 Appss Fees 1.50 $4.50
J.J. Miller Sheriff

Whereas on the 20th day of August A.D. 1880 Came Elizabeth Pooler and made demand in writing
in writing to have certain premises Set off and assigned to her as a Homestead under the Laws
of Ohio a copy of which demand is hereto attached. Thereupon on the 26th day of August A.D. 1880
Homstead Summoned G.B. Johnson, G.W. Arnold and A. Dever three disinterested freeholders of Union
Set off County and State of Ohio who were by me duly sworn to view and appraise the said
lands and tenements and assign a Homestead therein to said Elizabeth Pooler in
pursuance of the provisions of the Homestead Laws of Ohio,
And afterwards on the 26th day of August 1880 said Appraisers made return to
me under their hands Seals as follows. We do upon actual of the premises
estimate and appraise the real value of the same at $2320.00 and Set off to
Elizabeth Pooler as and for her Homestead the following property to wit, Beginning at a
Stone Southwest corner to J.H. McDonalds land and in the center of the Marysville & Kenton Gravel
Road thence with the center of said road S16½° E 40¼ poles to a Stake thence S86¼° E 64 poles to
a Stake thence N 3¾° W. 38¼ poles to a stake in the line of said J.H. McDonald thence with
their line N 86½° W. 78½ poles to the place of beginning containing Seventeen (17) acres of
land more or less which we do appraise at $1000 and as the residue of said premises
to wit. Beginning at a Stake in the center of the Marysville and Kenton Gravel
Road and in the center of the Wheeler Road Thence with the center of the Wheeler road
S86½° E 70⅒ poles to a stake thence N 8° E. 40⅒ poles to a Stake & Stone thence N. 86½° W 33 poles to
a Stake thence S 3¾° E 38¼ poles to a Stake thence N 86¼ W. 64 poles to a Stake in the center
of the Marysville and Kenton Gravel Road thence with the center of said road S16½° E
54⅘ poles to the beginning containing thirty three (33) acres more or less
We do after actual view of the premises make return estimate and say that the Same
are of the Real Value in money of $1320.00
Given under our hands and Seals this 26th day of August A.D. 1880
G.B. Johnson Seal
G.W. Arnold Seal
A. Dever Seal

Over

Which assignment of Homestead I herewith return with this Writ this 30th day of August 1880 J. J. Miller Sheriff

Afterwards the following Order of Sale was issued by the Clerk of said Court which was to wit

The State of Ohio Union County ss} To the Sheriff of said County Greting.

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the Seventh day of June A D 1880 in the cause of Z. B. Pooler Plaintiff and L. G. Pooler et al Defendants it was Ordered adjudged and decreed as follows to wit

2d Order of Sale

That unless the said defendant L. G. Pooler shall within ten days from the Entry of this decree pay or cause to be paid to the Clerk of this Court this Costs of this case and to the plaintiff the Sum of $1871.63 with interest from the 5th day of may 1880 that an Order of Sale Shall issue to the Sheriff of Union County Ohio directing him to sell said premises described in Plaintiffs petition as upon Execution and bring the proceds into Court for further Order And Whereas agreeable to said Order-and~~s~~ Order of Sale was issued to you by said Court by the return of which it appears - that a Homestead in said premises was claimed and set off to Elizabeth Pooler wife of said L. G. Pooler which leaves the following described lands subject to Sale under said Order to wit:

Situate in said County of Union & State of Ohio and in U. M. Surv No. 829

Beginning at a Stake in the center of the Marysville & Kenton Gravel Road and also in the center of the Wheeler road, thence with the center of the Wheeler road S 86½, E 70/10 poles to a stake Then N 8° E 70/10 poles to a stake and Stone thence N 86½° W. 33 poles to a stake thence S 3¾° E 38 1/4 poles to a stake. Then ce N. 86½° W. 64 poles to a stake in the center of the Marysville and Kenton gravel Road. Thence with the Centre of said road S. 16½ E 54 7/10 poles to the beginning containing 33 acres more or less,

Appraised at $1328 00

We therfore Command you That you proceed to carry said Order Judgment and decree into execution agreable to the tenor thereof and that you expose to Sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the proceeds of such Sale in Satisfaction of said judgement and decree with Costs and Interest as specified therein and that you make Report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville Ohio this 11th day of September A. D. 1880 W. M. Winget Clerk

This Order was duly returned filed and endorsed by the Sheriff as follows to wit,

The State of Ohio Union County ss} In obedience to the Command of the Order of Sale hereto annexed I did on the 14th day of September 1880 I caused to be advertize in the Union County Journal (a Newspaper printed and in general circulation in Union County) said lands and tenements to be sold at public Sale at the door of the Court House of said County on the 15th day of October A. D. 1880 at one Oclock P. M. of Said And having advertised the said lands & tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance to said Notice I did on Said 15th day of October A. D. 1880 at the time and place above Mentioned, proceed to offer said lands and tenements at public Sale and then and there came Z. B. Pooler who bid for the same the sum of Nine Hundred (900) Dollars and Said being more than two thirds of the appraised value thereof and Said Z. B. Pooler being the higher and best bidder therefor I then and there publicly sold and Struck said lands and tenements to him for said Sum of Nine hundred (900) dollars Fees notice to printer $2

Sheriff return

Affidavit of

Sheriff's Sal
Z. B. Pooler
vs
L. G. Pooler
P. M

Proof of

Publication

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Z. B. Pooler
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Affidavit of Printer 40, writing notice 30 Poundage 3.00 Return 2 Printer 9.00 Total $13.02

J. J. Miller Sheriff

Sheriff's Sale. Common Pleas Court, Union County Ohio. Order of Sale.

Z.B. Pooler } By virtue of the above state writ from said Court to me directed
vs } I will offer at public Sale at the door of the Court House in Marysville
Proof of L.G. Pooler et als } Ohio On Friday October 15th 1880 at or about the hour of 1 o'clock
P.M. of said day the following described Real Estate to wit, Situated in said
Publication County of Union State of Ohio and in U.M. Survey No 829 Beginning at a State in the center of the Marysville and Kenton Gravel Road and also in the center of the Wheeler Road thence with the center of the Wheeler Road S 86½ degs E 70 4/10 poles to a State thence N 8 degs E 90 /10 poles to a State & Stone thence N 86½ degs W 33 poles to a State thence S 3¾ degs E 38¼ poles to a State thence N 86¾ degs W. 64 poles to a state in the center of the Marysville & Kenton Gravel Road thence with the center of said road S 16½ degs E 54 7/10 poles to the beginning. Containing 33 acres more or less.

Appraised at $1.320

J. J. Miller Sheriff

Cameron & Benton Attys for L.G. Evans Sept. 14. 1880 15-5W P.$9.00

The State of Ohio Union County ss } C. M. Kenton being duly sworn says that a copy of the annexed notice was published for Five consecutive weeks in the "Union County Journal a newspaper of general circulation in the County of Union the first publication beginning with Sept. 14th 1880

C. M. Kenton

Sworn to and Subscribed before me this 15th day of October 1880 W. M. Winget Clerk

Afterward on the 16th day of October 1880 the following Entry was made in the journal of said Court to wit,

Z.B. Pooler } Union Common Pleas Entry
vs } On motion of the plaintiff and his producing the return of the Sheriff of the Sale
L.G. Pooler et als } made under a former Order of this Court and the Court on Careful Examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the Orders of this Court it is Ordered that the said proceedings and Sale be and the same is hereby approved and confirmed.

And it is Ordered that the said Sheriff convey to the purchaser Z.B. Pooler the Lands & Tenements So sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title. And a writ of possession is hereby awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said Sale Amounting to $ it is Ordered that the Sheriff out of the money in his hands pay

First the costs of this action taxed to $ Except the costs of E. E. Shedd & Company English Miller and Company and Dr Harter Medicine Company and Wilkinson Evans and Company they are to pay their own costs up to the 7th day of June 1880 Amounting to $ 25.00

Second, the Tax on the premises

Third. To E. E. Shedel and Company, English miller and Company and to Dr Harter Medicine Company the Sum of $131.60/100

Fourth To Wilkinson Evans and Company $140.38

Fifth To Z. B. Pooler the Amount heretofore found due him Amounting to $.

Attest W. M. Winget Clerk

2138

Richwood Union Building and Saving association Plaintiff
vs.
Ross Scott and Charlotte Scott Defendants

Continued from Record Book 2
Vol. 15 Page 476 Com. Pleas Records
On the 15th day of October A.D. 1877

The following Entry was made in Journal of said Court which reads to wit

Richwood Building & Savings Association
VS
Ross Scott & Others Defendants

Order of Re-appraisement

This day this cause came on for hearing on the Motion to Set aside the appraisement of the estate levied on in this action and on consideration thereof and good cause Shown it is Ordered that the said appraisement be and the same is hereby set aside and a new appraisement Ordered

Afterwards the following Order of Sale was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss To the Sheriff of said County Greeting.

Order of Sale

Whereas at a term of the Court of Common Pleas held at Marysville in & for said County on the 12th day of February A.D. 1876 in the cause of The Richwood Union Building & Saving Association Plaintiff and Ross Scott and Charlotte Scott Defendants it is Ordered adjudged and decreed as follows to wit. That unless the defendants shall within ten days from the Entry of this Decree pay or cause to be paid to said Plaintiff the Sum of $106.55 and costs herein taxed that an Order issue to the Sheriff of Union County commanding him to appraise and Sell according to Law the premises described in Plaintiffs petition. And it appearing to the Court that said property has been twice advertised & offered for Sale and Writ returned endorsed property not Sold for want of bidders. Description. All of Inn Lot No 39 in the Village of Richwood Union County Ohio. For a more Specific description reference is had to a record of the plat of said Village duly recorded in the Recorders office at Marysville Union County Ohio. It was Ordered by the Court that said appraisement be set aside and a new appraisement was Ordered.

Judgt & Confirmation of Sale

We Therefor command you That you procead to carry said Order Judgment & decree into execution agreeable to the tenor thereof and that you expose to Sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the proceeds of such Sale in Satisfaction of said judgment and decree with costs and interest as specified therein and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Witness my Signature as Clerk of our said Court Common Pleas and the Seal of Said Court at Marysville this 12th day of March A.D. 1879

W. M. Winget Clerk

Motion to Redocket

This Order of Sale was duly returned Endorsed by said Sheriff as follows to wit.

Sheffs Return

The State of Ohio Union County ss } In Obedience to the command of the Order of Sale hereto attached I did on the 13th day of March 1879 Summon Thomas S. Loveless J. L. Merriott & Samuel Linder three disinterested freeholders of said County who were by me duly sworn to view and appraise the lands and tenements therein described and afterwards on the 13th day of March A.D. 1879 said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at $1133.10 dollars. A certified copy of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County.

And on the 20th day of March 1879 I caused to caused to be advertised in the Richwood Gazette (a Newspaper printed and published and of general circulation in Union County). Said lands and tenements to be Sold at public Sale at

the door of the Court House of said County on the 26th of April A.D. 1879 at One o'clock P.M. of said day. And having advertised said lands and tenments for more than thirty days previous to the of Sale to wit five consecutive weeks and in pursuance of said Notice I did on said 26th day of April A.D. 1879 at the time & place above mentioned proceed to offer said Lands & tenments at public Sale at the door of said Court House and then and there came Leonidas Piper who bid for the same the Sum of Seven Hundred and fifty Six (756) Dollars the said Sum being more than two thirds of the Appraised value thereof and said Leonidas Piper being the highest and best bidder therefor I then and there publickly Sold and Struck off Said Lands and tenment to him for said Sum of Seven hundred and fifty Six (756) Dollars.

Fees Service 55 Summoning Appr. 1.00 Swearing Appr. 50 Appr fees 1.50 writing appraisal 40 Copy of Appraisal 40 printers Fees 6.00 Notice to Printer 12 Affidavit of Printer 40 writing Notice 30 Mileage 1.60 Poundage 15 12 Return 20 = $28.39

J.J. Miller Sheriff

On the 8th day of May 1879 the following Entry was made on the Journal of said Court as follows to wit

Richwood Union Building & Saving association
vs
Ross Scott and Others
} Foreclosure of Mortgage

Judgt & Confirmation of Sale

On Motion of the plaintiff and on producing the return of the Sheriff of the Sale made under former order of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have had in all respects in conformity to law and the Orders of this Court it is Ordered that the said proceeding and Sale be and the same are hereby approved and confirmed

And it is further that the said Sheriff convey to the purchaser by deed in fee Simple the Lands and tenments so sold and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court now coming now to distribute the proceeds of said Sale amounting to $756.00 it is ordered that the Sheriff out of money in his hands pay First. The taxes on said property amounting to $167 87/100 including tax of June 1879

Second. The costs in this action taxed to $79.02

Third. The balance of said Money to the Plaintiff including the Sum of $182 13/100 which has fallen due since the entry of said decree in this case making the amount now the plaintiff in due Interest and fines the Sum of $288 67/100 and as to the further distribution of the said proceeds in payment of the amount yet to be come due in due interest and fines to said plaintiff and all other matters this cause is continued.

Afterwards on the 24th day of May 1880 the following Motion was filed in said Court to wit.

Richwood Union Building & Savings association Plff
vs
Ross Scott and Others Defendants
} Union Common Pleas.

Motion to Redocket

Now came the said defendants and enter their appearance herein and move the Court to Order the above case to be Docketed on the Regular Docket of said Court for further proceedings. And for grounds of said motion say said cause has never been finally disposed of by said Court and the last Entry was a Continuance of said Case to a Subsequent term.

On the 24th day of May 1880 the following motion was filed with the Clerk of said Court to wit,

Richwood Union Building & Saving Association Plff
vs
Ross Scott et als Defendants
} Common Pleas
Union County, Ohio Motion

Now come the defendants and move the Court to take or cause to be taken by a Referee and Stated. and an account between the plaintiff and defendants. of the amount due and amount paid upon the Mortgage described in the petition herein. And Order the balance of the proceeds of the Sale heretofore made in this case. after Satisfying all claims of the plaintiff to be distributed and paid to the said defendants.

To grounds of said Motion the defendants say— The taking and stating of such accounts is necessary to a complete determination of said cause. And that large part of said proceeds much more than than necessary for that purpose is now held by the plaintiff under the Order of the Court Subject to further distribution in payment of dues Interest & fines to the plaintiff— and the amount thereof now due the plaintiff on said Mortgage and the balance due the defendants of said proceeds cannot be ascertained The amount paid plaintiff in excess of the amount due it was more than $300.00 and more than said should now be distributed of said proceeds to the Defendants Defendants are also entitled to interest on the amount of said excess received by plaintiffs from the date of receipt thereof. And have said matters cleared up and finally disposed of

And afterwards the following Entry was made in the Journal of said Court to wit,

Richwood Union Building & Saving Association Plff
vs
Ross Scott Et. Als Defts
} Union Common Pleas
Order of Reference

On motion of the Defendants and good cause Shown therefor

Motion to Refer to Referee

it is Ordered that this cause be and it hereby is referred to J. H. Kenkade Esq. who is hereby appointed Referee herein to take and State an account between said parties and to report to the Court without unnecessary delay.

Referee

It is further Ordered that in said account the said Referee State the total amount of the net earnings arising from the loans & other investments of the moneys of said association. 2 The total amount of the Expenditures & losses thereof 3. The total number of Shares of Stock in said association. 4. The probable duration thereof 5th The total premium bid from the beginning and the total amount of interest accrued on loans 7. The amounts and Sales of all loans to defendants 8. The premiums on which said loans were made. 9. the amount of the interest accrued thereon 10. The amount of dues and interest paid by defendants and 11th The amount of fines paid 12 The total amount received by Pltffs from the sale heretofore made in this case. 13 the Pro rata Share of the premiums bid by defendants for the time said loan was retained by them to this time. 13. The Defendants Pro rata or relative Share of the net earnings accrued to the associations to the date of said accounting 14. The total amount necessary to adjust and pay of his indebtedness to said secured by said Mortgage 15 Total interest on amount paid to the plaintiff under the former Order of this Court in Excess of the amount then found due 16. And all other items necessary to ascertain the present value of said Mortgage and the probable duration of said association.

Said Referee will also report the evidence taken in writing.

Afterwards the following Motion was filed with the Clerk of the Court which reads to wit

2138

Richwood Union Building & Savings Association
vs
Ross Scott Et. Als.
} Union Common Pleas
Motion.

Now comes the said Ross Scott Defendant and Moves the Court here to set aside the Order of distribution heretofore made in this case

And for grounds of said Motion says there was irregularity Obtaining said Order and the said Order is illegal on its face. It orders the distribution of a large amount to the plaintiff for which it has no Judgment or decree and is illegal and in Equitable in other respects,

Report of Referee

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On the 3d day of September 1880 the said J. K. Rinkade filed his report as Referee with the Clerk of said Court viz

Richwood Union Building & Saving association } Court of Common Pleas
Plaintiff vs } Union County Ohio
Ross Scott et als Defendants } Report of Referee

Report of Referee

To the Honable Court of Common in and for Union County Ohio the undersigned to whom the above Intitled action was referred by an Order of this Court dated May 1880 a copy of the same being hereto attached marked "A" said Order requiring said Referee to take testimony to state an account between the parties and to make Special Statements in said duly numbered and sitpath:. Respectfully reports that in pursuance of said Order he has taken the testimony hereto attached heard the arguments of Counsel and having duly Considered the same would report as follows that said plaintiff the Richwood Union Building and Savings association was duly Incorporated March 21. 1873 and in pursuance of the Act of the General Assembly of the State of Ohio Entitled "An act to amend Section One and two of an Act entitled "an Act to enable associations Of persons to raise funds to loand among their members for building homesteads & for other purposes to become a body Corporate passed May 5th 1868 passed May 9th 1868 for the purpose of raising money to be loaned among the members and depositors of said Corporation for use in buying lots or houses or building or repairing houses or other purposes. That this association is still a valid legal existing Corporation it never having been dissolved as provided for in its Constitution and Bylaws and there having been no order of any kind by which said Association has been dissolved.

That said Association adopted Constitution and by laws for its government April 4th 1873 a copy of which is filed herewith Mark "B" That the Members of said Association began paying dues April 1st. 1873 and that the Officers of said Association have been duly that said Defendant Ross Scott being a member of said association and having at regular meeting thereof bid a premium of 60/2 per cent for precidence in taking an advanced loan and having thereby Obtained said precidence and having received from said Association an advanced loan of three hundred and Sixteen dollars the full value of four Shares of Stock in said Association on each of which four Shares of Stock he agreed to pay a weekly installment of 25 cents and on three hundred and Sixteen dollars the amount of said advanced loan exclusive of premium for precidence he agreed to pay interest at the rate of Six per cent per cent per annum in equal weekly payments of thirty seven cents each week until said Association Should be dissolved as provided for in the Constitution and by Laws. That said Scott to Secure the payment of said loan gave to the Association a note dated Dec 16 1873 for $800 the full amount of said four Shares of Stock: That said note reads in the words and figures as follows

" 800 100 No 13. Richwood Ohio December 16th 1873 I promise to pay to the
" Richwood Union Building and Saving Association the Sum of Eight hundred dollars
" Value received on an advanced loan of three hundred & Sixteen dollars the full amount
" On 4 Shares of Stock in said Association owned by me on each of which I agree to pay
" a weekly installment of 25/100 dollars per week and on three hundred & Sixteen dollars
" I agree to pay interest at the rate of Six per cent per annum in weekly installments
" of 37/100 dollars each without any relief Whatever from valuation or Appraisment
" Laws all to be paid until the said association is dissolved according to the Constitution
" and By laws thereof - Should the weekly interest remain unpaid for four weeks after it
" Shall become due or should my Stock be forfeited for nonpayment of the weekly dues
" then this note Shall become due and collectable immediately Ross Scott

That Secure the payment of said note said Scott and Charlotte Scott his wife Executed a Mortgage to said Association dated Dec 15. 1873 on the following premises

Refree's Report

Situate in the Village of Richwood County of Union State of Ohio to wit in lot (No 39) number thirty nine with the appurtenances thereto. for a more Specific discription reference is had to a record of the plat of said Village duly Recorded in the office of the Recorder of Union County Ohio at Marysville that Said mortgage was left for record with the Recorder of Union County Ohio April 23 1874 and was by him duly recorded May 20th 1874 in Book 1 page 43 of record of of Mortgages of Building and Loan Association.

That the account between Said Plaintiff and defendant Rop Scott is Stated in accordance with said Order the Law and the rules of the Association as follows. Installement of Legal due on Said 4 Shares of Stock due from dependant to Said Plaintiff to May 8 1879 the date of the confirmation of the Sale heretofore made in this case is $ 316.00

Interest on $ 316 loan to same date	102.23	
Fines assessed	2.30	
Total debits to May 8th '79		$ 420.53
That said Scott is entitled to credits as follows		
To total amount paid	$ 166.55	
To rebate of interest	56.45	
Total Credits to May 8th 79		$ 223.00
Which deducted from debits leaves		197.53
To this add amount necessary to pay out from May 8 '79 to July 1. 1881		126.60
Give balance due may 8. 1879		$ 324.13
Add taxes paid		167.87
" Costs "		79.02
		571.02
From proceeds of Sale heretofore made	$756.00	
Deduct amount Association on may 8 '79 also Taxes and costs as above	571.02	
Leaves a balance due said Scott on may 8 '79 of	184.98	
To which add interest to Same to September 13, 1880 first day of Term	14.92	
Gives balance due Scott at Said date	$199.90	

That Said rebate of interest $56.45 allowed as above is in equity due said Scott and is found by Counting the interest on amounts paid by said Scott from of payment to May 8th '79 the amount necessary to pay out from May 8 '79 to July 1. 1881 is Counted dues 25 cents a week on each Share that is for four Shares one dollar per weeks making dues $112 to which add interest on $197.53 for Same time being the balance due the Association May 8 '79 $14.60 makes amount necessary to pay from May 8 '79 to July 1. 1881. This is then added to amount found due May 8 '79 gives total Necessary to Settle Scotts indebtedness at that date to this amount is then added Costs and Taxes and the whole deducted from the proceeds of the Sale of the premises mortgaged which Sale was Confirmed May 8 '79 leaves the balance due said Scott on that date to this added interest to the first day of this Term Septr 13. 1880.

That said Refree is unable to comply with the first requirement of said Order & State "the total amount of the net Earnings arising from the Loans and other investments of the moneys of said Association" not having the proper for Such Statement.

2d That the total expenditures of said Association to July 1880 are $3.216 2c that that the losses cannot be determined from data presented to Refree

3d That the total number of Shares of Stock in Said Association at the beginning

Entry

Report confirmed

Petition to sell Church property

2138

was 333 Shares of $200 each of which there are 320 remaining of which 273 have been cancelled by loans leaving 47 Shares that have neither been cancelled a forfeited but remain in full standing. 4th That it is estimated by the board of directors the said association will be declared dissolved in accordance with the Constitution and by Laws July 1. 1881
5th That the total premium bid from the beginning to January 1. 1880 are $19.914.00
6th That the total amount of interest accrued on loans to July 1. 188 is $5.871.00
7th That the 7th 8th 9th 10th 11th 12th 14th and 15th requirements of said Order are complied with in the account above stated between said Scott and the association all of which is
Very Respectfully Submitted
Septr 3. 1880 J. H. Kinkade Referee

And on the 16th 1880 the following Entry was made in the Journal of said Court which reads to wit

2138 Richwood Union Building & Saving Association Pff vs Ross Scott & Charlotte Defendant — Union Common Pleas Entry
This cause coming on to be heard upon the Report of the Referee to whom the same was heretofor referred (and there being no Exceptions thereto)

Entry On consideration thereof the Court do Order that the Report and all the matters and things therein contained be and they are hereby approved and confirmed. And the Court upon said report and testimony find that the facts are as reported by the said Referee and

Report confirmed that there is due the defendant Ross Scott from the plaintiff the Sum of $199.99
It is therefore considered Ordered and adjudged that the plaintiff within twenty days from the Entry hereof pay to the defendant said Sum of $199.99 with interest from September 13th 1880 And it is further Ordered that Each pay one half the costs made since the Confirmation of the Sale herein including a fee of $40.00 which the Court allow to said Referee for his Services herein taxed at $ and in default of such payment it is Ordered that Execution issue therefor.
Attest W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 16th day of October 1880. Heretofore on the 28th day of August 1880 the following petition was filed with the Clerk of said Court which reads in the words and figures to wit;

Petition to Sell Church property To the Court of Common Pleas within and for the County of Union and State of Ohio,
Your petitioners Solomon James. Howard Chavous and John Evans respectfully respectfully represent that they are the Trustees of the first Anti Slavery Baptist Church of Marysville duly authorized by a vote of said Church nearly the entire Membership thereof, Concerning to petition for a Order of Court Empowing your petitioners as such trustees to Sell and Convey On behalf of said Church the following Real Estate now owned and held by said Church by deed from Calvin Hays & wife dated December 3d A. D. 1858 and recorded in Record of Deeds Vol 22 Page 172 to wit. Situate in the Township of Jaya County of Union and State of being part of Virginia Survey Nos. 5626 & 6092 bounded and described as follows to wit Beginning at a Stake Northwest corner to Lot No 1 of land deeded to Calvin F. Hays by J. G. Rittenhouse & wife containing 150 acres & thence west on the line between a Lot of land deeded to - Mr. Wade by Joel Hall 27½ rods to an Elm thence South 6 rods to the Center of the County road running from Davis on the Marion road to Samuel Judys on Mill creek - thence East 27½ Roads with said road to a Stake in the center of said road on the line of Lot No 1. Thence North 5¾ poles to the place of beginning containing one acre more or less
Your petitioners respectfully represent that the building on said real estate formerly used as a place of worship by said Society is now in so decayed & dilapidated

a condition as to be unfit for use and it has not been used as a place of worship for many
Your petitioners further represent that said building is not worth repairing and that said
Church Society by a vote regularly taken have authorized and instructed your petitioners
as Trustees to petition for and procure an Order to Sell and convey said property with the
object and purpose of reinvesting the proceeds of said Sale in other real estate in
some more suitable location for the use and benefit of said Church the place to
be hereafter determined by a majority of the membership of said Church.
Your petitioners therefor ask the Court for an order authorizing them as the Trustees
of said Church to Sell and convey the above described real estate and to reinvest
the proceeds of such Sale in other real estate for the use & benefit of said Church
at such place as may hereafter be determined by vote of a Majority of said Church
Carpenter & Brodrick Attys for Petitioners

The State of Ohio Union County SS.
Solomon James one of the above Petitioners being Sworn Says the facts
Stated and Allegations contained in the foregoing petition are true as he
verily believes. (Attest A. J. Carpenter) Solomon his X mark James

Journal

Sworn to by Solomon James before me and Signed by him in my presence
this 28th day of August A D 1880 W M. Winget Clerk
On the 13th day of October 1880 the following Notice was filed in said case to wit
Legal Notice. Notice is hereby given that Solomon James Howard Chavous and
John Evans as Trustees of the first Antioch Slavery Baptist Church of Marysville Ohio did on
the 28th day of August A.D. 1880 file their petition in the Court of Common Pleas of
Union County Ohio the object and prayer of which is to obtain an Order of Court
authorizing them as Such Trustees to Sell the present Church Site now belonging to Said
Society consisting of one acre of land in Virginia Military Surveys No. 5629864 92
in Taylor Township Union County Ohio and to reinvest the proceeds of Said Sale
in Other real estate for the benefit of Said Church which petition will be for
hearing on or after four weeks from this date
Sept. 1 1880 Carpenter & Brodrick Attorneys for Petitioners
The State of Ohio Union County SS
The undersigned being duly Sworn says that a copy of the annexed Notice was
published for 5 consecutive weeks in the "Marysville Tribune" a newspaper of general
circulation in Union County the first publication beginning with Sept. 1. 1880
J. H. Shearer
Sworn to and Subscribed bfore me this 13th day of Oct. 1880 W. M. Winget Clerk
And on the 15th day of October 1880 the following Entry was made in the Journal of Said
Court which reads in the words and figures to wit

3682 Solomon James et als Trustees Petition to Sell Church Property.

Entry leave to Sell
This day this cause came on for hearing upon the petition and the evidence and
upon the hearing it appearing that Such Sale is desired by the members of Said Society
and that there is a necessity for the same it is hereby Ordered and decreed by
the Court that said petitioners as trustees are hereby Authorized & empowered
by the Court to Sell the premises described in their petition in
their petition at private Sale and to report their proceedings to
this Court forthwith.
Thereupon the following Entry was also made in Said Journal to wit;

3682 Solomon James et als Trustees &c,

In accordance with the former Order of the Court in this case

Entry

the undersigned Soloman James Howard Charous and John Evans as Trustees of the First Anti Slavry Church of Marysville have sold the property described in the petition to W. S. Rogers for the Sum of Fifty dollars.

And on the 16th day of October 1880 the following Entry was made in the Journal of said Court to wit,

Solomon James et als, Trustees — Petition to Sell Land.

-and now come the said petitioners by Carpenter & Broderick their Attorneys and on their Motion and on producing the report of the petitioners of their Sale made under the former Order of this Court and the Court being Satisfied on examination that said Sale has ben made according to Law and the former Order of this Court it is Ordered that the said proceedings and Sale be and the same are hereby approved and confirmed. and the said petitioners are Ordered by deed duly executed to convey said premises to the said purchase W. S. Rogers in fee Simple And it is further Ordered that petitioners out of the money in their hands pay the costs of this Case taxed to $7.01 and that they hold or invest the balance of the proceeds of said Sale in trust for said Church

W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court in Marysville within and for the County of Union in the State of Ohio on the 16th day of October A.D. 1880 Heretofore on the 25th day of march 1880 the following Petition was filed with the Clerk of said Court which reads in the words to wit,

Court of Common Pleas Union County Ohio

No 3586 George W. Sewell Plaintiff } Petition,
Against } Plaintiff Says, That he has the legal title
Edward C. Stevenson Defendant } to, and is in peaceable possession of the following
Real Estate Situate in said County of Union and State of Ohio to wit
Part of Virginia Military Survey No. 10971 and bounded and described as follows
Beginning at a Stake in the center of the Zingel Road where the East line of Survey No. 10971 intersects said Road thence with the east line of said Survey N 10° W. 177 5/10 poles to a Stake at the South East corner of a One Hundred and Eighty Acre lot thence S 80° W 200 8/10 poles to a Stake at the Southwest corner of a one hundred and eighty acre Lot thence S 10° E 174 4/10 poles to a Stake in the center of the Zingel Road thence with the center of said road S 80 3/4° E 200 7/10 poles to the place of beginning containing Two Hundred and 32/100 acres and being tract No 2 of Plat No 3 of the partition of the John Swan land in the case of Jb E. Stevenson and others against Edward C. Stevenson and others- Union County Court of Common Pleas (See Law Record Volume No. 15 Page 136) Said plaintiff further Says that the said defendant Edward C. Stevenson sets up and claims an estate and interest in & to said premises or a lien thereon adverse to the Estate and interest of the said plaintiff so as aforesaid averred and that said claim of said defendant casts a cloud upon the title of said plaintiff to said lands,

Plaintiff therefore prays that the said Edward C. Stevenson may be compelled to show his said title or lien and that it may be determined to be null and void as against the said title of said plaintiff and that the cloud so cast upon said plaintiffs title as aforesaid may be removed and for all other and proper relief in the premises

Carpenter & Broderick Attorneys for Plaintiff

State of Ohio County of Union ss }

George W. Sewell the plaintiff being Sworn makes oath that the facts Stated in the foregoing petition are as affiant believes true

George W. Sewell

jurat — Sworn to by said George W. Sewell before me and Signed by him in My presence this 22d day of March A.D. 1880 W. M. Winget Clerk

Precipe for Summons to Champaign &c — To the Clerk Issue Summons on the within petition to the defendant therein named directed to the Sheriff of Champaign County Ohio and returnable according to law Endorsed "Action to Quiet Title" Carpenter & Broderick Attys for Plff

Thereupon the following Summons was issued by the Clerk of said Court which reads to wit

Summons — The State of Ohio Union County ss} To the Sheriff of the County of Champaign Greeting

We Command you to notify Edward O. Stevenson that he has been Sued by George W. Sewell in the Court of Common Pleas of Union County and that unless he answer by the 24th day of April A.D. 1880 the petition of the said George W. Sewell against him filed in the Clerks office of said Court Such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 5th day of April A.D. 1880

Witness my hand and the Seal of said Court this 25th day of March A.D. 1880 W. M. Winget Clerk

The following was endorsed on said Summons "Action to Quiet Title" and was returned by Sheriff with his return thereon in following words to wit

Sheff's Return — The State of Ohio Champaign County ss} Received this Writ March 25 A.D. 1880 at o'clock M. and pursuant to its command Said on the 27th day of March 1880 Served the within named Edward O Stevenson personally with a true copy of this Fee Service 35 Mileage 220 Copy 25 return 20 — $3.00

Saml C. Boler Shff per R. N. Miller Dept.

On the 13th day of May the following Entry was made in the Journal of Said Court to wit

3586 Entry — George W. Sewell vs Edward O Stevenson } This day came the parties by their Attorneys and by Consent of both parties this cause is Continued,

Afterwards on the 28th day of September 1880 the following Answer was filed in said Court to wit

Answer of Defs. — George Sewell vs Edward O. Stevenson } Court of Common Pleas Union County Ohio Answer,

The defendant for Answer to the plaintiffs petition says

The entire tract of land of which the 220 acres in petition described is a part was composed of 900 acres & out of it 190 were for taxes prior to 1873.

That this defendant Owned and Still Owns the undivided half of said 900 acres that being so interested therein this defendant pd Feby. 11. 1874 the whole Tax of 1873 for said 710 acres amounting to $136 75/100 The taxes for 1874 & 1875 being unpaid the same was Sold at delinquent tax Sale Jany 1876 to this defendant for $721.41 and this defendant Still Owns the tax claim arising from said Sale.

On the 27th of February 1877 he paid the taxes of 1876 on said 710 acres in two parcel of 335 & 375 = 710 amounting to $187 68/100. also on the 8 of Nov 1877 pd Tax of 1877 on 335 acres 99,27

The Share of 220 p of the $136.75 paid Feby 11 1874 is	$ 42.37
Interest on same to Oct 1. 1880	16.96
The Share of 220 p acres of the $721.41 pd Jany. 1876 is	2 23.75
Interest on same to Oct 1. 1880	63.20
The Share of 220 p acres of the $187.68 pd Feby 27. 1877 is	58.15
Interest on Same to Oct. 1. 1880	12.51
The Share of 220 p acres of the $99.27 pd nov. 8. 1877 (335)	65.19
Interest on Same	11.70
Total pd & Int	$ 493.81

This defendant says he has by virtue of said payments a lien on said premises in the petition
discribed for the Sum of $493.81 as is above setforth which plaintiffs have not paid or tendered
to him and untill does so pay this defendant claims his right to quit the title thereto
and defendant is ready and willing to release all claim in said 220¾ acres on
payment of said Sum of $493.81 with interest from Oct 1. 1880

Robinson & Pepper Attys for Defts

The State of Ohio Union County ss}

Jurat — J.M. Robinson being duly Sworn Says the defendant is not a resident of
said Union County and this affiant is atty in this behalf & affiant believes the
said allegations are true J.M Robinson

Sworn to before me & Signed in my presence Sept. 28th 1880

W. M. Winget Clerk

Afterwards on the 16th day of October 1880 the following Entry was made in the Journal of Said Court.

George Sewell }
vs } This day this cause came on for hearing and was argued
Edward A Stevenson } by Counsel and Submitted to the Court on the pleading and

Entry & decree — and evidence on consideration whereof the Court do find that the claims for
taxes as setforth in the defendants answer is a valid and subsisting lien on
the premises described in plaintiffs petition and that there is due from said
plaintiff to said defendant on said lien the Sum of Four Hundred and
ninety One and 43/100 Dollars with interest at Six per cent per annum from
the Entry of this decree and the Court do further find that the said plaintiff
ought have his said title to said premises quieted as against the said
Defendant or any one claiming under or through him upon payment of
the amount so as aforesaid found due him with interest

It is therefore Considered Ordered Adjudged and decreed that the said plaintiff
pay to said defendant the said Sum of Four Hundred & Ninety One 43/100 dollars
and that in case default be made in the payment thereof for ten days from the Entry of
Of this decree an Order of Sale issue to the Sheriff Commanding him to appraise advertise
and sell said premises as upon Execution and bring the proceeds into Court. for further Order
herein And it is further Ordered Adjudged and decreed that upon the payment of said
Sum so as aforesaid found due the Title and possession of said Plaintiff to all and
Singular the premises in the petition described be and the same hereby are quieted as
against the said defendant and all persons claiming under him. And said defendant
and all persons claiming under him are hereby forever enjoined from setting up any claim to said
premises or any part thereof adverse to the title and possession of the said plaintiff or in any
manner or in any manner interfering with his use & enjoyment of the same

It is further Ordered and Adjudged by the Court that the costs herein taxed amounting
to $8.72 the said plaintiff pay one third to wit $4.36 and the said defendant pay
one half thereof to wit $4.36 and Execution is awarded therefor.

Attest W. M. Winget Clerk

3600 Pleas before his Honor John L. Porter Judge at a Court of Common
Pleas begun and held at the Court House in the Village of Marysville within
and for the County of Union in the State of Ohio. On the 15th day of September
A. D. 1880. Heretofore on the 30th day of April 1880 the following petition was filed
with the Clerk of said Court which reads as follows to wit,

No. 3600

Petition

Samuel Wise Plaintiff
against
Louisa Thompson
W. H. Robinson &
W. L. Curry - Defendants

} Court of Common Pleas Union County Ohio.
} Petition.
} The plaintiff Says: That on the 6th day of June
} A. D. 1876 the defendant Louisa Thompson who was
} then and is now an unmarried woman made and
} delivered to S. B. Woodburn as Administrator of the Estate of William
Thompson deceased her promissory note of that date and thereby promised to pay
to said S. B. Woodburn Admr &c. the sum of Eleven hundred and thirty three and
33/100 Dollars in two years thereafter with interest thereon @ 6% from date for value
received (a copy of said note is hereto attached marked "A" Showing all
the credits indorsements thereon)
2d The defendant Louisa Thompson on the 10th day of July A. D. 1876 to secure
the payment of said note (and another note for the same amount due in one year
from date which has been paid) executed and delivered to said S. B. Woodburn as Admr &c
her Mortage deed and thereby conveyed to said S. B. Woodburn as such Administrator and
his assigns the following lands and tenements Situate in the County of Union and State
of Ohio and in Jerome Township being part of Virginia Military Survey 9736 & bounded and
described as follows: Beginning at a stake in the Pike leading from Columbus to Bellefontaine
where it crosses the Bellepoint road Thence with the Pike N 52° W 63 poles to a stake in the
Pike and in the line of Curry's Survey. Thence with Curry's line N. 37° W. 90 poles to a
Sugar tree and two Swamp ashes. Thence S 66° E. 42½ poles to a stake in the line of
John McCampbell. Thence S 47½° E 84 poles to a Stake in the Bellepoint road thence with
said Road S 35° W 90 poles to the beginning containing Seventy Seven acres and One third more or less
The condition contained in Said Mortgage deed was in Substance that if said Louisa
Thompson her hirs or assigns should well and truly pay the aforesaid promissory notes and
the interest thereon to the said S. B. Woodburn Admr &c or his Successors or assigns when
the same becomes due according to the tenor thereof then these presents shall be void
Otherwise to be and remain in full force and virtue in Law.
3d On the 12th day of July A. D. 1876 at 11 Oclock A. M. the said Mortgage was delivered
to the Recorder of said County to be by him entered on record and was recorded on the
14th day of July A. D. 1876 in Record of Mortgages Book No. 12 Page 453
4th Afterwards for a full fair and Valuable consideration said S. B. Woodburn
as Admr &c Sold assigned and delivered to the plaintiff the above described
note and Mortgage and the plaintiff is now the legal owner & holder thereof
5th The Plaintiff is advised and therefore Alleges that the defendants W. L.
Curry and W. H. Robinson have or claim to have some lien upon interest in the above described
premises and he asks that they each be made parties defendant herein and that each be
required to answer hereto and Set forth whatever interest or claim against said premises
they or either of them may have or claim to have.
6th The said deed has become absolute there is now due and remaining unpaid upon
said indebtedness the of Eight Hundred & Fourteen 49/100 dollars with interest thereon
from the 6th day of March A. D. 1878.
7th The plaintiff therefore asks Judgement against the Defendant Louisa Thompson
for said Sum of Eight Hundred & Fourteen 49/100 Dollars with interest thereon @ 6%
from the 6th day of March A. D. 1878 and that said Mortgage may be foreclosed the said
premises ordered to be Sold and the proceeds applied to the payment of and for all
proper relief
Carpenter & Broderick Attorneys for Plaintiff

The State of Ohio Union County ss
Samuel Wise the above named Plaintiff being Sworn Says the facts Stated and

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No 3600
Answer & Cross Pet. of W. L. Curry
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jurat — allegations contained in his forgoing petition are true as he believes Samuel Wise
Sworn to by Samuel Wise before and Signed by him in my presence this 3d day of
April A.D. 1880 L. Piper Notary Public

Copy of note "A" "Marysville O. June 6th 1876 Two years after date I promise to
"pay to the Order of S. B. Woodburn Administrator of the Estate of William Thompson deceased
"Eleven Hundred and thirty three 33/100 Dollars for value received with Six per cent interest from
"date" "Louisa Thompson"

Credits "Recd. on the within note Four Hundred and Thirty seven 84/100 Dollars ($437.84)."
Indorsement "S. B. Woodburn Admr."

We hereby waive the Issuing and Service of process in the above entitled case and
Waives Process — enter our appearance herein this 3d day of April A.D. 1880 W. L. Curry
W. K. Robinson by
Robinson & Piper his Atty
Mrs Wm Thompson

And on the 10th day of May 1880 the following answer & Cross was filed with said Clerk to wit;

Samuel Wise Plaintiff
Against
Louisa Thompson Et als. Defendants
No 3600

} Court of Common Pleas Union County Ohio
} Answer and Cross Petition of W. L. Curry
} And now comes the said defendant W. L. Curry

Answer & Cross Pet. of W. L. Curry

filed says And for answer by way of Cross Petition to the petition of Plaintiff herein filed says. 1st That on the 19th day of April A.D. 1879 the said Defendant Louisa Thompson made and delivered to this defendant her promissory note of that date & thereby promised to pay to said defendant W. L. Curry Or Order the sum of Twelve Hundred Dollars in one year after the date thereof for Value received with Eight per cent interest thereon from date (A copy of which note is here to attached marked Exhibit "A")

2d The said defendant Louisa Thompson on the 19th day of April A.D. 1879 to Secure the payment of said note Executed and delivered to said defendant W. L. Curry her Mortgage and thereby Conveyed to the said Defendant W. L. Curry his heirs and assigns the Lands and tenements in plaintiffs described. The condition contained in said Mortgage and was in substance that if the said Louisa Thompson should pay or cause to be paid to said W. L. Curry his heirs or assigns the above mentioned promissory note then said Mortgage to be void

3d On the 19th day of April A.D. 1879 at 2 oclock P. M. the said Mortgage was delivered to the Recorder of said County to be by him entered on record and was by him entered on Record and was recorded on the 16th day of May A.D. 1879 in Union County Records of Mortgages Book 16 page 263

4th The said and has becom absolute There is due and remaining unpaid upon said Conditions the Sum of Twelve hundred dollars with Eight percent interest from the 19th day of April A.D. 1879

5th The said defendant therefor asks Judgement against said defendant Louisa Thompson for said Sum of Twelve Hundred Dollars with Eight percent interest from the 19th day of April A.D. 1879. That said Mortgage may be foreclosed said premises Ordered to be Sold and the proceeds applied in payment of said debt and for all other and proper relief in the premises Carpenter & Broderick Attorney for defendant W. L. Curry

State of Ohio County of Union ss. W. L. Curry the said defendant being Sworn makes
jurat — oath that the facts stated in the foregoing Answer and Cross Petition are as affiant
believes true W. L. Curry
Sworn to by said W. L. Curry before me and Signed by him in my presence this
10th day of May A.D. 1880 W. M. Winget Clerk

Copy of note "Exhibit A." "Marysville Ohio April 19th 1879 One year after date I
"promise to pay to the Order of W. L. Curry Twelve Hundred Dollars with 8 per
"cent interest from date Value received
Louisa Thompson"

And the 10th day of May A.D. 1880 the following was Entered in the Journal of Said Court

Samuel Wise
vs
Louisa Thompson Et al

No 3600

Entry

This day came the Said Plaintiff by Carpenter & Broderick his Attorneys and the Said Defendant Louisa Thompson Still failing to answer or demur to Plaintiff petition it is considered by the Court that the Said plaintiff is entitled to an account of the money due in the premises and the Court after hearing the evidence do find that there due to the Said plaintiff on the note and Mortgage in Said petition described the Sum of Nine Hundred and Nineteen dollars and ninety Seven cents with interest from May 3d 1880.

It is therfore considered and Adjudged by the Court that the Said Plaintiff Samuel Wise recover of the Said defendant Louisa Thompson the Said Sum of Nine Hundred and Nineteen Dollars and ninety Seven cents the Sum So found due as aforesaid with interest from the 3d day of May A.D. 1880 and also his costs taxed to $

And it is further Ordered Adjudged and decreed that in case the Said defendant Louisa Thompson fails for ten days from the Entry of this decree to pay to the Said plaintiff the Said Sum of Nine Hundred and Nineteen Dollars and Ninety Seven cents So as aforesaid found due with costs of Suit and interest an Order issue to the Sheriff of Said County commanding him to cause the Said lands and tenements in Said petition described to be appraised advertised and Sold according to law and bring the proceeds into Court for further Order herein. And also at the Same time came the defendant W.H. Robinson and asked and obtained leave of Court to file Answer and Cross petition herein And also came Robinson & Robinson and asked and obtained leave of Court to be made parties defendants hereto and file Answer and Cross Petition

Afterwards the following Order of Sale was issued by the Clerk of Said Court to wit

The State of Ohio Union County ss } To the Sheriff of Said County Greting

Whereas at a term of the Court of Common Pleas held at Marysville in and for Said County on the 10th day of May A.D. 1880 in the cause of Samuel Wise Plaintiff and Louisa Thompson Et Als Defendants it was Ordered Adjudged and decreed as follows to wit That if the defendant Louisa Thompson fails for ten days from the Entry hereof to pay the plaintiff the Sum of Nine Hundred Nineteen 97/100 dollars with costs of Suit and interest an Order Issue to the Sheriff of Said County commanding him to cause the lands & tenements herein described to be appraised and Sold according to law & Bring the proceeds into Court for further Order. Situate in the County of Union and State of Ohio and in Jerome Township. Being part of U.M. Survey No. 9736 bounded and described as follows to wit Beginning at a State in the pike leading from Columbus to Bellefontaine where it crosses the Bellepoint Road thence with the pike N 52° W 63 poles to a Stake in the pike and in the line of Burns Survey thence with Burns line N 37° W 90 poles to a Sugartree thence N 54° E 70 poles to a hickory and 2 Swamp Ashes thence S 66° E 42 1/2 poles to a Stake in the line of John McCampbell thence S 47 1/2° E. 84 poles to a Stake in the Bellepoint road thence with Said Road S 35° W 90 poles to the beginning containing 77 1/2 acres more or less.

We Therfore Command You That you proceed to carry Said Order Judgment and decree into execution agreeable to the tenor thereof and that you expose to Sale the above described Real Estate under the Statute regulating Sales on Execution

and that you apply the proceeds of such Sale in Satisfaction of Said Judgment and decree with costs and interest as Specified therein and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof having this Order with you. Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal (SEAL) of Said Court at Marysville this 9th day of June A.D. 1880. W. M. Winget Clerk

This Order was duly returned and filed and endorsed by the Sheriff as follows to wit

The State of Ohio Union County SS. In Obedience to the Command of the Order of Sale hereto annexed I did on the 23d day of June 1880 Summon S. D. Woodburn J. H. Herriott & A. M. Dort three disinterested freeholders of Said County who were by me duly Sworn to view and appraise the Lands and Tenements therein described and afterwards on the 23d day of June A.D. 1880 Said Appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at Thirty five dollars per acre A certified copy of Said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County. And on the 23d day of June 1880 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) Said Lands and tenements to be Sold at public Sale at the door of the Court House of Said County on the 31st day of July A.D. 1880 at One oclock P.M. of Said day. And having advertised the Said Lands and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance to Said Notice I did on Said 31st day of July A.D. 1880 at the time and place above mentioned proceed to offer Said Lands and tenements at public Sale at the door of Said Court House and then and there came W. L. Curry who bid for the same the Sum Thirty five Dollars per acre and Said Sum being more than two thirds of the appraised value thereof and Said W. L. Curry being the highest and best bidder thereof. I then and there publicly Sold and Struck off Said Lands and tenements to him for said Sum of Thirty five dollars per acre Fee Summoning & Swearing Appr. 1.50. Appr fee 1.50 writing appraisal 40 Copy of Appraisal 40 Printers fee 9.75 Notice to print 12 writing Notice 30 Mileage 1.00 Boundary 26.00 Tax 3 = 41.60

Sheriffs Sale Court of Common Pleas Union County Ohio } J. J. Miller Sheriff of Union County Ohio
} Order Sale

Samuel Wise } By virtue of the above Stated writ from Said Court to me directed I will
vs } offer at public Sale at the door of the Court House in Marysville O. on Saturday
Louisa Thompson } July 31st 1880 at or about the hour of One o'clock P.M. the following described

real estate to wit. Situate in the County of Union and State of Ohio and in Jerome Township being part of U.M. Survey No 9736 bounded and described as follows to wit Beginning at a Stake in the Pike leading from Columbus to Bellefontaine where it crosses the Bellepoint road - thence with the Pike N 52° W 63 poles to a Stake in the pike and in the line of Camp Survey thence with Camps line N 37° W 90 poles to Sugartree thence N 54° E 70 poles to a hickory & two Swamp ashes thence S 66° E 42½ poles to a Stake in the line of John McCampbell's thence S 47½ E 84 poles to a Stake in the Bellepoint road thence with said road S 35° W 90 poles to the beginning containing 77⅓ acres more or less. Appraised at $35.00 per acre J. J. Miller Sheriff

June 30th 1880 5 W. pf $9.75 Carpenter & Brodrick Attys for Pltff

The State of Ohio Union County SS. } The undersigned being duly Sworn Says that a copy of the annexed notice was published for five consecutive weeks in the 'Marysville Tribune' a newspaper of general circulation in the County of Union the first publication beginning with June 30th 1880

J. H. Shearer

Sworn to and Subscribed before me this 14th day of Sept. 1880 W. M. Winget Clerk

On the 15th day of September 1880 the following Answer & Cross Petition was filed with the Clerk of Said Court to wit

Samuel Wise Pltff }
Louisa Thompson et al Defts } Court of Common Pleas of Union County Ohio.

Cross Petition of Robinson & Robinson. The Defendants James M. Robinson and Aaron B. Robinson say that they are partners doing business in the State of Ohio under the ~~firm~~ partnership name of Robinson & Robinson. That there is due said Robinson & Robinson from said Defendant Louisa Thompson on her promissory note the Sum of Fifty two & 39/100 dollars with interest at Eight per cent from Feby. 13. 1879 Also the Sum of fifty dollars with interest from January 27th 1879

That to Secure the payment of said Several Sums of Money the said Louisa Thompson did on the 21st day of April 1879 execute and deliver to said Robinson & Robinson her Mortgage and thereby conveyed to said Robinson the Lands described in Plaintiffs petition conditioned that if said Louisa Thompson shall pay the above named Sums of Money with the interest thereon within one year from the date of said Mortgage that said conveyance should become void but otherwise to remain in full force - that said period has long since elapsed and said conveyance by its terms has become absolute in Law,

That said Mortgage was left for record on the 21st day of April 1877 at the Recorders Office of said County That there is due said Robinson & Robinson on said claim the sum of One Hundred & Thirteen dollars - - Therefore said defendant Robinson & Robinson ask that the Equity of redemption of said defendant Thompson in said Lands be foreclosed & that said Lands be Sold & the proceeds be applied in the payment of the Claim of said Robinson & Robinson

Robinson & Robinson

The State of Ohio Union County ss A.B. Robinson being first duly Sworn Says

Jurat. That he is one of the parties in said Cross Petition and that the Statements of the foregoing Cross Petition are true as he believes A. B. Robinson

Sworn to & Subscribed before me this 15th day of September 1880 W. M. Winget Clerk

And afterwards on the 15th day of September 1880 the following Entry was made in the Journal of Said Court which reads in the words and figures to wit,

No 3600 Samuel Wise vs Louisa Thompson Et.al.

Entry & Confirmation of Sale

Order of this Court

On motion of the plaintiff and on his producing the return of the Sheriff of the Sale made under the former Order of this Court and the Court on careful examination of the proceeding of the said Sheriff being Satisfied that the same have been had in all respects in conformity to Law and the Order of this Court, It is Ordered that the said proceeding and Sale be and they are hereby Approved and confirmed. And it is further Ordered that the Sheriff convey to the said purchaser W.L. Curry by deed in fee Simple the lands and tenements so Sold and the said purchaser is hereby Subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of this title and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of Said Sale amounting to Two Thousand Seven Hundred and Six & 67/100 Dollars it is ordered that the Sheriff out of the money in his hands pay

1. The costs of this action taxed at $51.12
2. The taxes which are a lien on said lands amounting to the Sum of $272.53 to be paid by said purchaser
3. To the plaintiff Samuel Wise the Amount heretofore found due him with interest Amounting to $939.90
4. To the defendant W.L. Curry the Amount appearing due him with interest as shown by his Answer & Cross Petition herein filed Amounting to $1334.40
5. To the defendants Robinson & Robinson the remainder of said purchase Money Amounting to $108.75 to apply on their claim as the same appears from their Answer & Cross Petition herein filed.

Attest W. M. Winget Clerk

Jurat

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Petition for Judgment & foreclosure

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Please before his Honor John L. Porter Judge at a Court of Common Pleas began and held at the Court House in the Village of Marysville within and for the County of Union in the of Ohio on the 14th day of September A.D. 1880. Heretofore on the 28th day of March A.D. 1880 the following Petition was filed with the Clerk of said Court which reads in the words & figures to wit.

3588

J. A. Dickey Pltff
against
John F. Frederick Clinton Butler
James Thompson Defts

Common Pleas Court. Union County Ohio Petition.

The plaintiff says.

1 On the 20th day of February A.D. 1878 the said James Thompson defendant made and delivered to one J. W. Knapp his two certain promissory notes of that date and by one of said notes promised to pay to said J. W. Knapp or Order the Sum of two hundred and fifty five dollars in one year after date with interest from date thereon at 8 per cent and by the other of said notes he promised to pay to the said J. W. Knapp or Order the Sum of two hundred and fifty five dollars in two years after date with interest thereon at 8 per cent from date for value received

Petition for Judgement & foreclosure

The defendant James Thompson on the 4th day of March A.D. 1878 to secure the payment of said notes executed and delivered to the said J. W. Knapp his Mortgage deed and thereby conveyed to the said J. W. Knapp his heirs & assigns the following lands and tenements situated in said County of Union and State of Ohio to wit. Being In Lots Nos 7 (seven) Nine (9) & Eleven (11) in the Village of ESSEX in Jackson Township said County.

The condition contained in said Mortgage deed was in substance that if the said James Thompson shall well and truly pay according to the terms & tenor thereof his two certain promissory notes calling for $255 00 each with 8 per cent interest payable annually dated February 20th 1878 made by him payable to the said J. W. Knapp and payable one in one year and one in two years after date then said Mortgage to be void & null otherwise to remain in full force and effect. And On the 12th day of March A.D. 1878 at 5 oclock P. M. the said Mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 19th day of March 1878 Afterwards the said notes and Mortgage were duly assigned by the said J. W. Knapp to this plaintiff and this plaintiff is now the legal holder and owner thereof. Since making said notes and Mortgage the said James Thompson has by deed conveyed premises and his right title and interest therein to the defendants John F. Frederick and Clinton Butler who now hold the legal title thereto.

The said Mortgage has become absolute there is due and remaining unpaid upon said indebtedness the Sum of Three Hundred & Eighty Seven 79/100 dollars with interest at 8 per cent on $255 00 thereof from February 20th 1878 and with interest at 8 per et on $132 61/100 thereof from august 5th 1879.

The plaintiff asks that said Mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said debt. And asks a personal Judgement against said James Thompson for such part of said Sum of $387 61/100 and interest as above stated as may be unsatisfied by said Sale and the proceeds thereof and for more further relief &c

P. B. Cole & Son Attys for Pltff

State of Ohio Union County ss J. B. Cole being Sworn says that he is one of the Attorneys of the plaintiff duly authorized in the premises and that the facts stated & allegations in the foregoing are as he believes true and the said Plaintiff is a nonresident and absent from said Union County.

J. B. Cole

Sworn to and Subscribed before me this 27th day of march 1880

W. M. Winget Clerk

Just

Over

To Clerk Issue Summon upon the foregoing Petition Amount Claimed $387 62/100 and interest and Foreclosure of Mortgage.
Coles Attys for Plaintiff

And thereupon the following Summons was issued by the Clerk of said Court which reads to wit.

Summons

The State of Ohio Union County ss. } To the Sheriff of the County of Union Greeting.

We command you to Notify John F. Fredrick Clinton Butler & James Thompson that that they have been Sued by J.A. Dickey in the Court of Common Pleas of Union County and that Unless they Answer by the 24th day of April A.D. 1880 the petition of the said J.A. Dickey against them filed in the Clerk's office of said Court Such petition will be taken as true and Judgment rendered according. You will make due return of this Summons on the 5th day of April A.D. 1880.

Witness my hand and the Seal of said Court this 27th day of March A.D. 1880
W.M. Winger Clerk

Sheriffs Return

This writ was endorsed "In action for Foreclosure of Mortgage. Amount claimed $387.62 & Interest and returned Filed April 4th 1880 Endorsed by the said Sheriff as follows to wit,

The State of Ohio Union County ss. } Received this Writ March 27th A.D. 1880 at one oclock P.M. and pursuant to command Served the Same on the 1st day of April 1880 by delivering a certified copy thereof with the endorsements thereon to each of the within named John F. Fredrick and Clinton Butler. The within named James Thompson not found in my County Fee Service 55 Mileage 2.00 Cop 60 Return 5 = Total $3.20

J.J. Miller Sheriff

Entry

Thereupon the following Entry was made in the Journal of said Court which reads to wit

J.A. Dickey vs John F. Fredrick Clinton Butler James Thompson } Common Pleas Union County O. Entry

This cause coming on to be heard upon the Demurrer of defendant to the petition of plaintiff was Argued by Counsel and Submitted to the Court Whereupon the Court being fully advised in the premises do overrule said demurrer to which ruling of the Demurrer the defendant Excepts Defendant thereupon asked leave to withdraw the demurrer and file a Motion which leave was denied by the Court, to which ruling the Defendant Excepts The defendant thereupon asked and Obtained leave to file Answer by the 17th day of May 1880

Afterwards on the 29th day of May 1880 the following was Entered in the Journal of said Court

Order of Sale

J.A. Dickey Plaintiff vs John F. Fredrick Clinton Butler James Thompson Defendant } Common Pleas Union County Ohio Foreclosure and Order of Sale.

now came the plaintiff herein and the said defendants John F. Fredrick & Clinton Butler being in default for answer this cause came on for hearing upon the petition and evidence. On Consideration whereof the Court find the allegations of the petition to be true and find that James Thompson & Annetta Thompson his wife executed and delivered to J.W. Knapp the Mortgage and in the petition described and on the premises therein described. that said Mortgage was duly recorded in Book 14 Page 95 of the Records of Mortgages of Union County and is the first & best lien on the premises described in the petition.

The Court further find that the notes and mortgage described in the petition were duly assigned and Transfered by the said J.W. Knapp to the plaintiff herein and that the said plaintiff is & was the legal Owner and holder thereof as alleged in the petition. and that is due to the said plaintiff thereon the sum of Four hundred thirty two & 83/100 Dollars ($432 83/100)

The Court further find that the condition of defeasance in said Mortgage has been broken and that the said plaintiff is thereby entitled to have Equity of redemption of the said John F. Fredrick and Clinton Butler in said lands foreclosed.

It is therefore considered that unless the said John F. Fredrick and Clinton Butler defendants shall within ten days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the Costs in this case and to said plaintiff the sum of Four hundred Thirty two $^{83}/_{100}$ dollars with interest at 8 per cent from may 31. 1880 to the first day of this Term according to the terms of said Mortgage and the said defendants Equity of redemption be foreclosed and said premises shall be Sold and an Order of Sale shall issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon Execution and bring the proceeds the proceeds into Court for further Order,

Whereupon the said defendants John F. Fredrick & Clinton Butler gave notice of their intention to appeal this case to the District Court. and the fix the Bond for appeal at $400.00

Afterwards in the 5th day of August 1880 the following Order of Sale was issued by the Clerk of said Court to wit

Order of Sale

The State of Ohio Union County ss } To the Sheriff of said County — Greeting.

Whereas at a term of the Court of Common Pleas held at Marysville in & for said County on the 29th day of May A.D. 1880 in the cause of J.A. Dickey Plaintiff & John F. Fredrick et.als. Defendants it was Ordered adjudged and decreed as follows to wit that unless the said Defendants John F. Fredrick and Clinton Butler Shall within ten days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to said plaintiff the Sum of $432.83 with 8 per cent interest from May 3d A 1880 that an Order of Sale issue to the Sheriff of Union County directing him to Sell the lands described in Plaintiffs petition according to law and bring the proceeds into Court. Situate in said County of Union and State of Ohio to wit. Being In Lots Nos (7) Seven nine (9) and Eleven (11) in the Village of Essex in Jackson Township. We therefore Command You That You proceed to carry said Order Judgement and decree into Execution agreeably to the tenor thereof and that you expose to Sale the above described Real Estate under the Statute Regulating Sales on Execution and you apply the proceeds of such Sale in Satisfaction of said Judgement and decree with costs and interest as specified therein and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 5th day of August 1880 W.M. Winget Clerk

This Order was returned duly endorsed by the Sheriff of said County as follows to wit The State of Ohio Union County ss } In Obedience to the command of the Order of Sale hereto annexed I did on the 7th day of August 1880 Summon L.R. White John Moore and Richard Davis three disinterested freeholders of said County who were by me duly Sworn to view and appraise the lands and tenements therein described and afterwards on 7th day of August A.D. 1880 said appraisers returned to me under their seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at Ten hundred Sixty Six $^{66}/_{100}$ ($1066^{66}/_{100}$) Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 11th day of August 1880 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union) said lands and tenements to be Sold at public Sale at the door of the Court House of said County on the 11th day of September A.D. 1880 at one O'clock P.M of said day and having advertised the said lands and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks & in pursuance

to Said notice Said on Said 11th day of September A.D. 1880 at the time and place above mentioned proceed to offer Said lands and tenments at public Sale at the door of said Court House and then and there came David Chard who bid for the same the Sum of Eleven Hunard (1100Dr) Dollars and Said Sum being more than two thirds the appraised value thereof and Said David Chard being the highest and best bidder thereof I then & there publicly Sheriffs Return Sold and Struck Off Said lands and tenments to him for Said Sum of Eleven Hundred (1100Dr) Dollars Fees Summoning & Swearing Appss 1,50 writing Appraisal 40 copy of appraist 40 notice to printer 12 Affdt. of printer 30 writing notice 40 Mileage 200 Poundage 11,00 Alms 8 = 25,20 Appss fees 1,50 Printer 6,50

Sheriff Sale. J. J. Miller Sheriff

Sheriff Sale Court of Common Pleas Union County O

J. A. Dickey } Order of Sale

vs } By virtue of the above Stated Writ from Said

John F. Frederick et al } Court to me directed I will at Public Sale at the door of the Court in Marysville Ohio Saturday September 11th 1880 at. or about the hour of One oclock P. M. of said day the following described real estate to wit Situate in Said County of Union and State of Ohio being In Lots No Seven (7) nine (9) and eleven (11) in the Village of Ellery in Jackson Township

Watson Attys for Plff Aug 11. 1880 5 w pf. $6.50 J. J. Miller Sheriff of Union County Ohio

The State of Ohio Union County Ss.

The undersigned being duly Sworn Says that a copy of the annexed notice was published for 5 consecutive weeks in the Marysville Tribune a News paper of general circulation in Ou County of Union the first publication begenning with August 11th 1880 J. H. Shearer

Sworn to and Subscribed before me this 14th day of September 1880

W. M. Wing et Clerk

On the 15th day of September 1880 the following Answer with the Clerk of Said court which read to wit

J. A. Dickey Plff } In the Court of Common Pleas of Union County

against } Ohio Answer of D. Chard

John F. Frederick et als } And now comes the Said David Ch and and by leave of the court for that purpose granted and files this his Answer and Says That the Said John F. Frederick and Clinton Butler Answer of Made Executed and delived to the Said Annetta Thompson their Seven Certain promisory D. Chard note of date of the 30th of January A.D. 1879 Each calling for $192 Dr One Hunard and Ninety two dollars Each and due Oct. 1st 1879 2d Oct. 1st 1880 - 3d Oct. 1st 1881 4th Oct. 1st 1882 - 5th Oct. 1st 1883 - 6th Oct. 1st 1884 & the 7th due Oct. 1st A.D. 1885 all drawing Interest from date at the rate of 8% a copy of which notes are hereto Attached and made part of the Answer & marked "A"

2 That to Secure the payment of the above discribed notes the Said John F. Frederick & Clinton Butler Executed their Mortgage deed of the date of January 30th A.D. 1879 on the premises described in the petition.

3 That on or about the last of June A.D. 1879 the Said Annetta Thompson for a valuable Consideration transfered assigned & Sold to this defendant the notes above described together with the Mortgage to Secure the Same who is the lawful owner thereof

4 That after the purchase of Said note and Mortgage aforesaid he filed the Same with the Recorder of Union County Ohio on the 14th day of April A.D. 1879 at 8½ oclock A.M. that the Same was the Recorder recorded on the 25th day of April A.D. 1879 in Vol. 15. page 133 & 134 thereby having a lein

5. The said Mortgage had a Condition therein written that if the said Grantor failed to pay that the said Deed was to become absolute.
6. This defendant says that the said Mortgagors have suffered this premises to be Sold and are Entirely worthless 7. This defendant says that the said Mortgagor paide the Note falling due Oct. 1st 1879 that there is yet out standing Six of said notes with the interest from the said 30th day of January A.D. 1879 at the rate of 8%.
8th This defendant asKs that the property be Sold and the proceeds applied to the payment of the Amount found to be due J. A. DicKey that his Mortgage & note be declared to be the next best lien on the said premises that after paying the amount of said lien Cost & taxes the residue if any be applied to the payment of his said claim and for all further relief that he may be entitled to

B. F. Stahl Atty for Chard

The State of Ohio Union County ss. David Chard being duly sayp that the facts Stated and the Allegations contained in his answer are true as he verily believe David Chard

Jurat

Sworn to before me by David Chard and by him subscribed in my presence this 13th day of Sept. 1880

R. L. Woodburn Notary Public

And on the 14th day of September the following Entry was made in the Journal of said Court, to wit

J. A. DicKey Plaintiff
against
John F. Frederick & Clinton Butler et al } In the Court of Com. Pleas of Union County Ohio.

This day this case coming on to be heard upon the answer of David Chard filed in this case Leave having been granted for that purpose upon the 11th and was argued by Counsel and the Court being fully advised in the premises finds that the Statement in the Answer of the said David Chard are in all respects true And that the said note so Executed belongs to the said Chard and that they are the next lien on property after the the said DicKeys. And coming on further to be heard upon the Motion of the Plaintiff to confirm Sale and on his producing the return of the Sheriff of the Sale made under the former order of this Court and the Court on careful Examination of the proceeding of said Sheriff being satisfied that the same has been had in all respects in conformity to law and the Order of this Court. It is Ordered that the said proceeding and Sale be and they hereby Approved and confirmed.
And it is further Odered that the said Sheriff convey to the purchaser David Chard by deed in fee Simple the lands and tenements so Sold as and a writ of possession to awarded to put said purchaser in possession of said premises. And the Court now to distribute the proceeds of said Sale Amounting to Eleven Hundred Dollars. It is Ordered that the Sheriff out of the money in his hands pay. First the cost of this action taxed to $ Secondly to Treasurer of the Taxes on said premises.
Thirdly And it appearing that Error in computing the interest on the Amount found due by the Court heretofor to plaintiff said Amount with interest thereon was found to be $432.57 when a correct computation Shows $440.38 then due. It is Ordered that said finding be and the same is hereby corrected. And that the Sheriff out of the money in his hands to the plaintiff J. A. DicKey the said Sum of $440.38 with interest thereon from the date May 3. 1880 - of the said decree in all amounting to $453.62 Sept. 13, 1880
It is Ordered that the said Sheriff pay Fourthly to said David Chard the residue if any he may have of said Money

Attest W. M. Winget Clerk

Pleas before his Honor John L Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio. on the 16th day of October A.D. 1880

Heretofore on the 17th day of April A.D. 1880 the following Petition was filed with the Clerk of said Court which reads in the words figures to wit

The State of Ohio Union County ss } In the Court of Common Pleas

G. W. Ballard Plaintiff }

against } Petition for Money. Sale of Mortgaged

No 3617 L. M. Bebe & Emeline Bebe Defts } Lands and Relief.

Plaintiff for his first cause of action says That on the 31st day of march A.D. 1879 the said defendant L. M. Bebe made and delivered to L. T. Winner his certain One promisory note a true copy of which with all credits and endorsements thereon in the words and figures following to wit. "March 31st A.D. 1879"

Petition for " On or before Six months after date I promise to pay to the Order of L.T. Winner or

" Or bearer One hundred and Seventy five 00/100 Dollars at Peoples Bank Bellefontaine Ohio

Foreclosure " Value Received with 8 per cent from date. this Note is secured by Real estate Mortgage

" $175 00/100 L. M. Bebe"

Endorsements on said Note L.T. Winner" J. M. Overshine"

That said Promisory Note is due and no payments have been made thereon except as shown by said endorsements. Plaintiff obtained said note in the regular course of business before maturity and for a good consideration.

That there is now due Plaintiff on said promissory note from said Defendant L. M. Bebe the sum of One hundred & Seventy five Dollars ($175 00) with interest on $175 00 thereof at the rate of 8 per centums per annum from the 31st day of March A.D. 1879 for which Amount the plaintiff asks Judgment

For his Second Cause of Action the plaintiffs Says. That in Order to secure the payment of said Promissory note set forth in his first cause of action and the interest accruing thereon the said defendants L. M. Bebe and Emeline Bebe his wife executed a Mortgage and delivered to said L. T. Winner their Mortgage deed on said day of A.D. 18 and thereby conveyed to said L. T. Winner his heirs and assigns forever the following described Premises Lands and Tenements to wit Situated in the Township of York County of Union and State of Ohio. and Known as Part of Virginia Military Survey No 3234 and bounded and described as follows Viz.

Beginning in the center of the road leading up and down the North Side of Bokes creek and also in the center of the roads which runs on the line between said Evans and R. Websters land thence with the center of the last mentioned road in a Northerly direction 23 poles - thence Easterly 7 poles - thence Southerly parallel with the first line in a Southerly direction to the center of the road leading up and down Bokes Creek thence westerly with the center of said road to the place of beginning containing one One acre more or less but Subject to legal highways.

The said defendant Emeline Bebe wife of said L. M. Bebe joined her said husband in the execution acknowledgement and delivery of said Mortgage deed and thereby did Remise Release and forever Quit claim unto the said L. T. Winner his heirs & assigns forever all her right and title of Dower in the above described premises On the 7 day of July A.D. 1879 at 6 O'clock 00 minutes P. M. of said day said Mortgage deed was left for record in the Office of the Recorder of said County and the same was duly Recorded by him in Volume 15 page 234 of Records of Mortgages Deeds on the 15th day of July A.D. 1879.

Said Mortgage deed had certain condition thereunder written that if the said L. M. Bebe his heirs assigns executors or administrators shall

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vs
L. M. B

Well and truly pay said promissory note and the interest accruing thereon according to the tenor and effect thereof as aforesaid the same to be void otherwise to be and remain in full force and virtue in law. The condition of said Mortgage has been broken & the same has become absolute by non payment of said promissory note and interest accruing thereon The plaintiff has by said Mortgage and good and valid claim upon the premises therein described which is the first and best lien thereon. Wherefore the said Plaintiff prays Judgment against said defendant L. M. Bebe for said Sum of One hundred & Seventy five Dollars ($175 00) with interest on $175 00 thereof at the rate of 8 per centum per annum from the 31st day of March A.D. 1879. And Plaintiff further prays that the said premises may be Ordered to be Sold according to law that the proceeds of Such Sale may be applied first to the payment of taxes if any are due on said premises. Second to the payment of the costs of this action. And third to the payment of this Plaintiff lien in its proper Order of priority and that he may have such other and further relief as in equity he is entitled to

The State of Ohio } G.W. Ballard By Robinsons & Piper his Attys
Union County ss } L. Piper being duly sworn says that he is one of the Attorneys of the Plaintiff who is a nonresident of said County & Absent therefrom and that the matters and that the Matters and things set forth in the foregoing Petition are true as he verily believes

Jurat

L. Piper

Sworn to by said L. Piper before me and by him Subscribed in my presence this Seventeenth day April A.D. 1880 W. M. Winget Clerk

The State of Ohio Union County ss } In the Court of Common Pleas Pr&Ps

Pr&Ps

To the Clerk of said Court, Issue a Summons for said Defendants L. M. Bebe & Emeline Bebe directed to the Sheriff of said County Hardin County in said State of Ohio (Mt Victory) returnable according to law Endorse "Action for money, Sale of Mortgaged premises and relief. Amount claimed $175 00 with interest on $175 00 thereof at the rate of 8 per centum per annum from the 31st day of March 1879 April 17th 1880

G.W. Ballard By Robinsons & Piper his Attorneys

Thereupon the following Summons was issued by said which reads to wit

The State of Ohio Union County ss } To the Sheriff of the County of Hardin Greeting

We command to notify L. M. Bebe & Emeline Bebe that they have been sued by G.W. Ballard in the Court Common Pleas of Union County and that unless they answer by the 15th day of May A.D. 1880 the petition of the said G.W. Ballard against them filed in the Clerks of said Court Such Petition will be taken as true and Judgment rendered accordingly.

Summons

You will make due return of this Summons on the 26th day of April A.D. 1880

Witness my hand the Seal of said Court this 17th day of April A.D. 1880

W. M. Winget Clerk

Endorsed on the back of this Summons "In action for money, Sale of mortgaged premises & Relief Amt. claimed $175 00 & Int at 8% per annum from March 31st 1879 Robinsons & Piper Pffs Attys

This Summons was duly returned filed and endorsed by said Sheriff as follows to wit.

Sheriff Return

The State of Ohio Hardin County ss } Received this writ April 19th A.D. 1880 at 3 O'clock P.M. and pursuant to its Command I served the same April 21st 1880 by delivering a certified Copy hereof with the Endorsements thereon to the within named Emeline Bebe I served the same April 21st 1880 by leaving a certified copy hereof with the endorsements thereon at the usual place of residence of the within named L. M. Bebe Fees Service 45 Mileage 160 Copy 50 Return & postage 25 : Total $2 86 G.W. Darst Shff Hardin Co. O

Afterwards on the 15th day of May 1880 the following Entry was made in the Journal of said Court to wit

G. W. Ballard Plaintiff } In Foreclosure
vs } And now came the plaintiff herein and the
L. M. Bebe & Emeline Bebe Defendants } defendants being in default for answer and

Judgment Decree of Foreclosure

demurer the Court find the allegations of the petition are confessed by them to be true and that there is due to plaintiff from the defendant L. M. Beebe on the promissory note set forth in the petition with interest to the 17th day of May 1880 the sum of One hundred Eighty Six 7 80/100 Dollars

The Court further find that in Order to secure the payment of said note the defendants L. M. Bebe & Emeline Bebe his wife Executed and delivered to the said L. L. Winner their certain Mortgage Deed as in the petition described and on the premises therein described that said Mortgage was duly recorded in Book 15. page 234 of the records of Mortgs of said Union County and is the first and best lien on the premises in the petition described

It is therefore considered and adjudged that unless the defendant L. M. Beebe shall within ten days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the costs this case and to the plaintiff herein the sum so found due as aforesaid with interest from the 17th day of May 1880 at Eight per cent per annum that the defendants Equity of redemption be foreclosed and said premises shall be sold and an Order of Sale shall issue therefor to the Sheriff of Union County Ohio directing him to sell said premises as upon Execution and bring the proceeds into Court for the Order

And on the 6th day of Sept. 1880 the following Order of Sale was issued Which reads as follows to wit

Order of Sale

The State of Ohio Union County ss } To the Sheriff of said County Greting

Whereas at a term of the Court of Common Pleas held at Marysville on and for said County on the 15th day of May A. D. 1880 in the cause of G. W. Ballard Plaintiff and L. M. Beebe et als Defendants It was Ordered, Adjudged and decreed as follows to wit, That unless the defendant L. M. Beebe shall within ten days from the Entry of this decree pay or cause to be paid to the Clerk of this court the costs in this case & to the plaintiff the sum of $186 90 with interest from the 17th day of May 1880 at 8% that an Order of Sale shall issue to the Sheriff of Union County Commanding him to cause the land & tenements described in the plaintiff's Petition to be sold according to Law & Bring the proceeds into Court.

Description of Lands. Situate in the Township of York County of Union & State of Ohio being part of U. M. Survey No. 3224. Beginning in the center of the road leading up and down the North side of Bokes creek and also in the center of the road which runs in the between said Evans & P. Websters land thence with the center of the last named mentioned road in a Northerly direction 23 poles. Thence Easterly 7 poles. Thence Southerly parallel with the first line in a Southerly direction to the center of the road leading up & down Bokes creek. Thence Westerly with the center of said road to place of beginning Containing one acre more or less but Subject to all legal highways.

We therefore Command You That you proceed to carry said Order Judgement and decree into execution agreeable to the tenor thereof And that you expose to Sale the above described real estate under the Statute regulating Sales on Execution and that you apply the proceeds of such Sale in Satisfaction of said Judgement and decree with costs and interest as specified therein: and that you make report of your proceeding herein to our Court of Common Pleas within Sixty days from the date hereof And bring this Order with you.

(L.S.) Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 6th day of September 1880 W. M. Winget Clerk

This Order was duly returned filed and endorsed by the Sheriff as follows to wit

The State of Ohio Union County ss

In Obedience to the command of the Order of Sale herein annexed. I did —

Sheriff's Return

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Notice of Sale

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Confirmation of Sale

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Sheriff's Return

on the 7th day of September 1880 Summons N. M. Hulbard, Christopher Overholser & Aaron Shirk three disinterested freeholders of said County who were by me duly Sworn to view and appraise the lands and tenements therein described and afterwards on the 7th day of September 1880 said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at Three Hundred (300) Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said. And on the 8th day of September 1880 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands & tenements to be sold at public Sale at the door of the Court House of said County on the 9th day of October A.D. 1880 at One oclock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit for consecutive weeks and in pursuance of said notice I did on the said 9th day of October A.D. 1880 at the time and place above mentioned proceed to offer said lands and tenements at public Sale at the door of said Court House and then and there came G.W. Sigler who bid for the same the Sum of Two Hundred & 30/100 (200 30/100) Dollars and said Sum being more than two thirds of the appraised value thereof and G.W. Sigler being the highest and best bidder thereof I then and there publicly Sold and Struck off said lands and tenements to him for said Sum of Two Hundred and 30/100 (200 30/100) Dollars

Fees Summoning & Sworn Appr 1,50 writing appraisal 40 copy of Appraisal 40 notice Sheriff 12 Affidavit of printer 40 writing notice 30 Mileage 1.60 Poundage 4.00 return 8 Total 9.00
Appraisers fees 1,50 Printers fee 9,00

J. J. Miller Sheriff

Notice of Sale

G.W. Ballard vs L.M. Beebe et al } Sheriffs Sale. Common Pleas Court Union County O. Order of Sale. By virtue of the above stated writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville Union County Ohio on Saturday October 9th 1880 at or about the hour of 1 oclock P.M. the following described real Estate to wit Situate in the Township of York County of Union and State of Ohio. being part of U.M. Survey No. 3224 beginning in the center of the road leading up and down the North Side of Bokes creek and also in the center of the road which runs on the line between said Evans and P. Webster's and thence with the center of the last mentioned road in a Northerly direction 23 poles thence easterly 7 poles thence Southerly parallel with the first line to the center of the road leading up and down Bokes creek, thence westerly with the center of said road to the place containing one acre more or less Subject to all legal highways

Sept. 8th 1880 5W. pf $9

J. J. Miller Sheriff of Union County Ohio

The State of Ohio Union County ss

The undersigned being duly Sworn says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union the first publication beginning with Sept 8th 1880 W.A. Shearer

Sworn to and Subscribed before me this 14th day of October 1880 W.M. Winget Clerk

Afterwards on the 16th day of October 1880 the following Entry was made on the Journal of said Court to wit:

Confirmation of Sale

Geo. W. Ballard Plaintiff } In Foreclosure
vs } On Motion of the plaintiff and on his producing the
L.M. Beebe et al Defendant } return of the Sheriff of the Sale made under the former Order of this Court. and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the Orders of this Court. It is Ordered that the said proceedings & Sale be and the same hereby approved and confirmed.

And it is further Ordered that the said Sheriff convey to the purchaser G.W. Sigler

by and in fee Simple the Lands and tenements So Sold. And the Court coming
Now to distribute the proceeds of Said Sale Amounting to Two Hundred & 30/100 Dollars
it is Ordered that the Sheriff out the money in hands -
First. the cost of this action taxed at $
Second The Tax of 1880 on Said premises 42 cents
Third. The balance to the Plaintiff to apply on his decree & judgment in this case
Amounting to $193 13/100 on the 15th day of October A.D. 1880

W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun
and at the Court House in Village of Marysville within and for the County of Union
in the State of Ohio On the 14th day of October A.D. 1878. Heretofore on the 7th day
of September 1878 the Petition was filed with the Clerk of said Court which reads to wit-

Union Building and Loan Association Plaintiff
vs
Hayes Speakman A.B. Robinson Fallington Phillis Woods Defts

Court of Common Pleas
Union County Ohio -
Petition.

3088

Plaintiff Says - It is an Association duly incorporated under
under the Laws of the State of Ohio.

I. First cause of Action. That on the 10th day of December A.D. 1870 the defendant Hayes Speakman made and delivered for value received his promisory note of that date and thereby promised to pay to plaintiff or order four hundred Dollars with interest on One Hundred and Eighty nine Dollars from date payable when said Association Should be declared by its board of directors legally ended and he further promised that Should the weekly interest thereon as provided for by the By Laws of said association remain unpaid for four weeks after the same become due, Or Should his Stock in said Association be forfeited for nonpayment of the weekly Installments thereon then this note to become due and collectable immediately.

A Copy of said Note is hereto attached Marked "A"

The defendant Hayes Speakman & his wife Margaret J. Speakman then in full life but since died did on the 10th day December A.D. 1870 to secure the payment of said note executed and delivered to the plaintiff their Mortgage Deed and thereby conveyed to the plaintiff and its assigns the following lands and tenements Situate in said County of Union in the State of Ohio and in the Village of Marysville and described as follows to wit - Being all of In Lots number Two hundred & three (203) in Mathiotts addition to the Town of Marysville for a more particular description reference is here made to the Recorded plat of said addition.

Said lot being the same deed by George M. Wolf & wife to W W Woods and Martha Woods his wife Dec. A.D. 1860 - See Record No 23 page 18
And by said W.W Woods and wife to John W. Bennett Oct 26 "A.D 1860

The condition contained in said Mortgage was Such that Whereas the said Hayes Speakman had executed and delivered to the plaintiff his promissory Note of above date for the Sum of Four hundred dollars upon the following condition Said Hayes Speakman being a Member of said Association and having at a regular meeting of the association bid a premium of One hundred five 50/100 Dollars per Share of Stock for precedence in taking an advanced Loan & having thereby obtained said precedence and having received from Said

Petition for Foreclosure

6 Cts

II

Petition

Cont.

Association an advanced Loan of One hundred and eighty nine dollars the full value of two Shares of Stock in Said Association on each of which Said Shares of Stock he agrees to pay a weekly installments of 25 cents and on one hundred & Eighty nine dollars the amount of Said advanced loan exclusive of premiums for precedence he agrees to pay interest at the rate of six cent per annum in equal installments of 22 cents each on Saturday of each week until Said association Should be dissolved as provided for in the Constitution thereof the taxes fire insurance premium and ground rents and all fines and forfeitures according to the Constitution and By Laws of Said Association Now if the Said Hayes Speakman Should punctually pay to the Said Association or its assigns the Said weekly installments on Said two Shares of Stock and the interest as above Stated the taxes fire insurance premiums, ground rents and all fines and forfeitures according to the constitution and By Laws of Said Association then Said Mortgage deed to void. But if the Said Hayes Speakman Should fail to pay Said weekly installments or the installments of interest as above Stated Said taxes fire insurance premiums ground rents fines and forfeitures as they respectively become due within Sixty days after due then the amount of Said Loan Should become due and Said Mortgage Should be foreclosed

On the 28th day of December A.D. 1870 at 12 oclock M. the Said Mortgage was delivered to the Recorder of Said County to be by him entered on record and was recorded on January 13th 1871 in Volume 8 on pages 235 & 236. Said Mortgage has 50 cents of internal Revenue Stamps duly canceled.

Said deed has become absolute. There is due and remaining unpaid upon Said Said indebtedness 117 payments of Said weekly installments of Stated dues of 25 cents on each of Said two Shares making $58.50

And 117 weekly payments of interest of 22 cents each 25.74

Also 117 fines of five cents each on each Share making 11.70

making total amount due on Sept 3d 1878 $95.94

Which plaintiff claims with interest from July 15th A.D. 1877. Plaintiff is informed that A.B. Robinson Fullington Phillis & Woods and the Marysville Building and Loan Association have Some interest in Said premises.

III Second cause of Action. Plaintiff further says that on the 2d day of February A.D. 1871 the defendant Hayes Speakman for value received made and delivered his promissory note to the plaintiff of that date and thereby promised to pay to plaintiff or Order four hundred dollars with interest on one hundred and ninety eight dollars from date payable when Said Association Should be declared by its board of directors legally ended and Said defendant further promised that Should the the weekly interest thereon as provided by the By laws of Said Association remain unpaid for four weeks after the Same becomes due & Should his Stock in Said association be forfeited for nonpayment of the weekly installments thereon then Said note to become due and collectable immediately. A copy of Said note is hereto attached marked "B".

The defendant Hayes Speakman and his Said wife Margaret Speakman then in full life on the 2d day of February 1871 to Secure the payment of Said note executed and delivered to the plaintiff their Mortgage deed conveyed to plaintiff the premises herein before described. The condition contained in Said Mortgage deed was in Substance that whereas the Said Hayes Speakman had Executed and delivered to Said plaintiff his promissory note of that date for the Sum of four hundred dollars upon the following conditions Said Hayes Speakman being a member of Said association and having at a regular meeting bid a premium of one hundred

and One Dollar per Share of Stock for precedence in taking an advanced Loan and having thereby obtained said precedence and having received from said Association an advanced Loan of One Hundred and Ninety Eight Dollars the full value of two Shares of Stock in said Association On each of which said two Shares of Stock he agreed to pay a weekly installment of 25 cents and on One Hundred & Ninety Eight dollars the amount of said advanced Loan Exclusive of premium for precedence he agreed to pay interest at the rate of Six per cent per annum in equal weekly payments of 23 each on Saturday of each week until said Association Should be dissolved as provided in the Constitution. the taxes. Fire insurance premiums and ground rents on said premises and all the fines and forfeitures according to the Constitution and By Laws of said Association. Now if the said Hayes Speakman Should punctually pay to said Association or its assigns the said weekly installments on said two Shares of Stock and the interest as above stated the taxes fire insurance premium and ground rents on said premises and all the fines and forfeitures according to the Constitution and By Laws of said Association then said Mortgage deed Should be void.

But if the said Hayes Speakman Should failed to pay the said weekly installments or the installments of interest as above stated the said taxes fire insurance premium ground rents fines and forfeitures when the same respectively become due or within Sixty days after due then the amount of said Loan Should become due and said Mortgage Should be foreclosed,

On the 2d day of February A.D. 1871 at 3½ Oclock P.M. said Mortgage deed was delivered to the recorder of said County to be by him entred on Record and was Recorded on the 3d day of February A.D. 1871 in Book 8 page 274 of Union County record of Mortgages. On said Mortgage there is a fifty cent internal revenue Stamp duly canceled.

said due has become absolute there was due and remaining unpaid upon said indebtedness on Sept. 3d 1878 One hundred and Seventeen (117) payments of the weekly installments of Stated dues of 25 cents each on each of said two Shares of Stock making the sum of $58.50 there was due on Sept. 3. 117 payments of weekly interest at 23 cent each making $26.91 and one fine of 5 cents on each of said two Shares of Stock on each of said 117 payments of weekly installments of Stated dues making the Sum of $11.70 making total Sum due $97.11 less a payment on the interest on April 13th 1878 of 6.54

leaving a balance due Sept 3d 1878 $90.57

which plaintiff claims with interest from July 15th A.D. 1877

(Amount on said 1st Cause of Action $95.94

and amt due on said 2d Cause of Action 90.57

Making total amt due Sept. 3d 1878 $186.51

Plaintiff says said Association has not been declared legally ended by its Board of directors. Plaintiff therefore prays that said Mortgage may be foreclosed said premises Ordered to be Sold and the proceeds applied to the payment of said indebtedness and that said A.B. Robinson Marysville Building and Loan Association and W.W. Woods James Fullington and Chas Phellis doing business as Fullington Phellis & Woods may be made parties defendants and required to prove their Several interest in said premises and for all proper relief

Robinson & Piper

Attorneys for Plaintiff

Petition

Contd

Copy of note "A"

Copy of note "B"

Precipe

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Entry

State of Ohio Union County ss L. Piper being duly sworn according to law says he is the Secretary of the said Union Building and Loan Association duly authorized in the premises and that the facts stated and allegations in the foregoing pleading of the said Union Building and Loan Association are true as he verily believes

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 7th day of September A.D. 1878 W. M. Winget Clerk

Copy of note "A"

$400.00 "A" Marysville Ohio December 10 1870 For value received I promise to pay to the Order of the Union Building and Loan Association of Marysville Ohio Four hundred Dollars with interest on One Hundred and Eighty nine Dollars from date payable when said Association shall be declared by its Board of Directors legally ended and I do further promise that should the weekly interest herein as provided for by the By Laws of said Association remain unpaid for four weeks after the same becomes due or should my stock therein be forfeited for non payment of the weekly installments thereon then this note to become due and collectable immediately Secured by Mortgage Stamped (Signed) Hayes Speakman

Copy of note "B"

$100.00 "B" Marysville Ohio February 2d 1871 For Value Received I promise to pay to the Order of the Union Building and Loan Association of Marysville Ohio. Four hundred dollars with interest on One hundred and ninety Eight dollars from date payable when said association shall be declared by its Board of Directors legally ended and I do further promise that should the weekly interest herein as provided for by the By-Laws of said Association remain unpaid for four weeks after same becomes due or should my stock therein be forfeited for non-payment of the weekly installments thereon then this note to become due and collectable immediately Secured by Mortgage Stamped

Precipe

To Clerk Issue Summons upon the petition in the above case to Sheriff of Union County Ohio for the defendants Hayes Speakman, A. B. Robinson and the firm of Fullington Phillis and Woods returnable according to law Endorse foreclosure of Mortgage Robinson & Piper Attorneys for Plaintiff

Thereupon the following Summons was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss} To the Sheriff of the County of Union Greeting

We Command you to notify Hayes Speakman A. B. Robinson & Fullington Phillis & Woods that they have been sued by the Union Building and Loan Association in the Court of Common Pleas of Union County and that unless they answer by the 5th day of October A.D. 1878 the petition of the said Building & Loan Association against them filed in the Clerks office of said Court such petition will be taken as true and Judgement rendered accordingly

You will make due return of this Summons on the 16th day of September A.D. 1878

Witness my hand and the Seal of said Court this 10th day of Sept. A.D. 1878

W. M. Winget Clerk

This writ was duly returned filed and endorsed by the Sheriff as follows to wit,

The State of Ohio Union County ss} Received this writ September 10th A.D. 1878 at 3 o'clock P.M. and pursuant to its command served the same September 13th 1878 by delivering a certified copy thereof with the Endorsements thereon to each of the within named Hayes Speakman & A.B. Robinson and on same leaving a certified copy thereof with the endorsments thereon at the Bank of Marysville that being that being place of business of the within named Fullington Phillis and Woods in Union County. Fees Service 75 Mileage 30 Cop. 60 Returns 15 = Total $150

J. J. Miller Sheriff

Afterwards on the 14th day of October A.D. 1878 The following Entry was made in the Journal of said Court to wit

Over

2591

Union Building and Loan Asociation Plaintiff
vs
Hayes Speakman et al Defendants

Foreclosure.

Petition

Judgt & Foreclosure

now comes the plaintiff herein and the Defendants being in default for Answer and the Court find that the defendant Hayes Speakman has failed to pay the plaintiff the weekly installments of dues & interest as in the petition set forth and that there due to said plaintiff it has dues to the date of this decree the Sum of $122 00 and as interest the sum of $48 36
The Court further find that there is due to said plaintiff from said defendant Hayes Speakman as and by way of fines for non payment of said dues as in the petition alleged the Sum of $ 24 00
The Court further find that in Order to the regular payment of said dues and other installments as well as those hereafter to become due the said Hayes Speakman and Margaret J. Speakman his wife Executed and delivered to this plaintiff their certain Mortgage deeds in the petition described that said Mortgages were recorded One on January 13th 1871 in Volume 8. on pages 235 and 236 the other on the 3d of February A.D. 1871 in said Volume 8. on page 274 of Union County records of Mortgages and that the same are a first lien upon said premises.
It is therefor considered by the Court that unless the said Defendant Hayes Speakman shall within ten days from the Entry hereof pay or cause to be paid to the said plaintiff the said Sum of $194 76 So found due and to the Clerk of this Court the Costs taxed herein to $ the defendants Equity of redemption be foreclosed and said premises shall be Sold And an Order of Sale shall issue therefor to the Sheriff of the said County of Union directing him to Sell said premises as upon Execution and bring the proceeds into Court for further Order And as to all other liens upon said premises and other matters this Cause is continued

Attest) W. M. Wingel Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 15th day of October A.D. 1877 Heretofore on the 1st day of September 1877 the following petition was filed with the Clerk of said Court which reads in the words following to wit

2591

Union Building and Loan Association of Marysville Ohio Plaintiff
vs
Hayes Speakman George S. Baldwin & Mary Baldwin Defendants

Court of Common Pleas
Union County Ohio
Petition.

Petition

The Plaintiff Says That it is a Corporation duly incorporated under the Laws of Ohio that on the 5th of September A.D. 1872 the defendants Hayes Speakman and George S. Baldwin made and delivered their promisory note of that date and thereby promised to pay to the plaintiff the Sum of Six hundred dollars with interest on three hundred and ninety dollars from that date payable when said Association Should be declared by its Board of Directors legally ended and further that Should the weekly interest thereon as provided for by the By Laws of said Association remain unpaid for four weeks after the same became due or Should their Stock therein be forfeited for nonpayment of installments thereon then this note to

become due and collectable. A copy a copy of said note is hereto attached marked "E" The difendants Hayes Speakman (being then an unmarried man) George S. Baldwin and Mary Baldwin on the fifth day of September A.D. 1872 to secure the payment of said note executed and delivered to the plaintiff their Mortgage deed and thereby conveyed to the plaintiff and its assigns the following lands and tenements situate in said County of Union and in the incorporated Village of Marysville Part of Survey No 3351 Beginning at a Stone north-East corner to a Seven acre lot conveyed to Mary Peacock by Joseph Saxon March 29th 1865 thence with the North line of said lot North 88½° W 5 65/100 poles to a Stake thence N 3¾° W 12 32/100 poles to a Stake in the division line between D.W. Henderson and Wistlake as run by A.S. Mowry Surveyor of Union County January 12th 1867 thence S 88½° E. 30 20/100 poles to a Stake in the center of the Waldo road thence with said road S1° W 24 poles to a Stake N.E. corner to George Gibson thence with his North line N 88½° W 23 6/100 poles to a Stake in the West line of said Seven acre lot thence with said line N1° E 11 65/100 poles to the beginning containing four (4) acres be the same more or less and being the property conveyed to Christiana Jewell by D.W. Henderson and Anna E. Henderson by deed dated Febuary 2d A.D. 1867 and by said Christiana Jewell willed to Johnson A Jewell and S.S. Jewell

Petition

The condition contained in said Mortgage deed were in substance that Whereas the said George S. Baldwin and Hayes Speakman had executed and delivered their promissory note of that date to said Association for the sum of Six hundred Dollars upon the condition following to wit the said Hayes Speakman being a Member of said association and having at a regular meeting of the Association bid a premium of Seventy dollars ($70.00) per Share of Stock for precidence in taking an advanced Loan and having received from said Association an advanced Loan of three hundred and ninety dollars the full value of three Shares of Stock in said Association On each of which said three Shares of Stock they agree to pay a weekly installment of twenty five cents and on three hundred and ninety dollars the amount of said advanced Loan exclusive of premium for precidence he agreed to pay interest at the rate of Six per cent per annum in equal weekly installments of forty five cents each on Saturday of each week until said Association Should be dissolved as provided in the Constitution thereof the taxes on the premises conveyed by said Mortgage deed the fire insurance premium on said property ground rents and all fines and forfeitures according to the Constitution and By Laws of said Association. Now if he Should pay punctually to said Association or its (assigns) the said weekly installments on said three Shares of Stock and the interest as above stated and all fines and forfeitures according to the Constitution and By Laws of said Association then these presents to be void otherwise to be in full force and Virtue in Law. On the 31st day of October A.D. 1872 at 1/2 o'clock P.M. the said Mortgage was delivered to the Recorder of said County to be by him entered of Record and was recorded on Same day in Book 9 page 437 of the Union County Record of Mortgages. The said deed has become absolute there is due and remaining unpaid upon said indebtedness the amounts following to wit On two Shares no payments have been made of the weekly installments of Stated dues there is now due on said two Shares four hundred and twelve payments to this date making on said two Shares the Sum of $206.00 on the other said Share payments of the regular installments of Stated dues have been made up to June 5th 1876 there is then due on the other said Share Sixty four payments of weekly Stated dues at 25 cents each

weekly the Sum of Sixteen dollars & upon the three said Shares the Sum of $222 00
There is due and remaining unpaid the interest on said three hundred and ninety
Petition Dollars the Sum of One hundred and Seventeen dollars less the amount of interest
paid on said Loan up to June 5th 1876 being the interest on one half of said Loan up
Contd. to said June 5th 1876 and being the Sum of $43.87 and having the amount of interest
now due on said Loan $83 13/100
There is due as fines on said weekly installments of Stated dues for the non payment
of the same under Section 2 of Article One of the By Laws of said Association as
amended February 5th 1876 which said Amendment is in the words and figures
following to wit "Sec. 2. Should any member fail to pay three weekly installments
when the same shall become due he shall be fined ten cents for each and every
failure upon each Share owned by him or her and if such installments remain
unpaid for twenty days after they become due and payable then the Board
of Directors may forfeit such Stock to the Association but they may for good
cause shown remit such penalty or forfeiture.
Since said fifth day of June 1876 Sixty four (64) payments of weekly installments of Stated
due have fallen due and have not been paid on said three Shares of Stock there
is therefore now due ten cents on each Share for each and every failure making thirty
cents per week for 64 weeks the Sum of nineteen and 20/100 dollars.
There is then now on the weekly installments of Stated dues the Sum of $222 00
And on balance of interest unpaid 83,13
and due on fines as aforesaid 19.20
Amount total now remaining unpaid $ 324 33
The plaintiff is informed that one Samuel R. Burgner has some interest in the premises
covered said Mortgage, Plaintiff therefore asks that said Mortgage may be foreclosed
the said premises ordered to be Sold and proceeds applied to the payment of
Said debt and execution awarded for balance
Robinsons and Piper Attorneys for Plaintiff
State of Ohio Union County ss}
Jurat L. Piper being duly Sworn Says he is the Secretary of Said Union Building
and Loan Association duly Authorized in the premises and that the facts Stated and
allegations in the foregoing petition of the Union Building and Loan Association are as
affiant believe true
L. Piper
Sworn to before me by L. Piper and by him Subscribed in my presence
This 1st day of September A.D. 1877 W. The Winget Clerk
Precipe To. Clerk — Issue Summons upon the petition in above case returnable according
to law Endorse, Foreclosure of Mortgage
Exhibit "A" as referred to $600 00 Maysville Ohio Robinsons & Piper Attys. for Plaintiff.
Maysville Ohio September 5th 1872 For value received I promise to pay
to the Order of the Union Building and Loan Association of Maysville Ohio Six
hundred Dollars with interest on Three Hundred and Ninety Dollars from date
payable when said Association shall be declared by its Board of legally ended and I
further promise that Should the weekly interest thereon as provided for by the By Laws
of said Association remain unpaid for four weeks after the same becomes due or
Should my Stock therein be forfeited for nonpayment of the weekly Installments
thereon then this note to become due and collectable immediately
Secured by Mortgage Stamped
H. Speakman
George S. Baldwin

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Afterwards the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit;

Summons — The State of Ohio Union County ss} To the Sheriff of Union County Greeting

We Command You to notify Hayes Speakman George S. Baldwin Mary Baldwin that they have been Sued by The Union Building and Loan Association of Marysville Ohio in the Court of Common Pleas of Union County and that unless they answer by the 29th day of Sep. A.D. 1877 the petition of the said Union Building and Loan Association against them filed in the Clerks Office of said Court such petition will be taken as true and Judgment rendered accordingly.

You will make due return of this Summons on the 10th day of September A.D. 1877

(S S) Witness my hand and the Seal of Said of said Court this 1st day of September A.D. 1877 W. M. Winget Clerk

This Summons was endorsed In action for foreclosure of Mortgage. and was returned by

Sheriff Return — the Sheriffs duly endorsed in the words and figures as follows to wit-

The State of Ohio Union County ss' Received this writ September 1st A.D. 1877 & pursuant to its Command I served the within named Hayes Speakman George S. Baldwin & Mary Baldwin by delivering to Each a certified Copy of this writ with all endorsements thereon this 7th day of September 1877 Fees Servs 75 mileage 16 Cops 60 Return 15 Total $1.60

J. J. Miller Sheriff By Geo. C. Edwards Dep'ty

Afterwards on the 15th day of October 1877 the following Entry was made in the Journal of said Court to wit

Union Building and Loan Association Plaintiff }
vs } note and Mortgage.
Hayes Speakman and Others Defendants }

Entry — This day came the plaintiff herein and the defendants being in default for Answer and demurr and the Court being fully advised in the premises do find that the defendants Hayes Speakman and George S. Baldwin have failed to pay the plaintiff

Judgt — the weekly installment of dues and interest as in the petition set forth and that there is due to said plaintiff as dues to the date of this decree the Sum of $227 25/100 and as

And — interest the Sum of $86 29/100.

The Court further finds that there is due to said plaintiff from said defendants as

foreclosed — and by way of fines for the non payment of dues as in the petition alleged the Sum of $21 30/100 making in all the Sum of $334.83.

The Court further find that in order to Secure the payment of said dues and other installments as well as those hereafter to become due, The Said Hayes Speakman (their wife) George S. Baldwin and Mary Baldwin his wife executed and delivered to this plaintiff their certain Mortgage in the petition described and on the premises described that Said Mortgage was on the 31st day of October A.D. 1872 duly recorded in Book J, page 437 of the Record of Mortgages of Union County and that the Same is the first lien on the premises in the petition described.

It is therefor considered by the Court that unless the said defendants Shall within ten days from the Entry hereof pay or cause to be paid to the said plaintiff the said Sum of $334.83 So found due and to the Clerk of this Court the Costs herein taxed at $ The defendants Equity of redemption be foreclosed and said premises Shall be sold and an Order of Sale Shall issue therefor to the Sheriff of Union County directing him to Sell said premises as upon Execution and bring the proceeds into Court for further Order.

W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and
held at the Court House in the Village of Marysville within and for the County
of Union in the State of Ohio on the 15th day of May A.D. 1877
Heretofore on the 8th day of April 1876 the following petition was filed with
the Clerk of Said Court which reads in the words and figures to wit.

Union Building and Loan Association
of Marysville Ohio Plaintiff } Court of Common Pleas Union County Ohio
vs } Petition.
2029 Andrew S. Morey & Joanna D. Morey Defendants } The plaintiff Says That they are a Company
duly incorporated under the Laws of the State of Ohio. That on the 22d day of June
A.D. 1872 the defendant Andrew S. Morey Made and delivered to the plaintiffs his promissory
note of that date a copy of which note is hereto attached Mark "A" and thereby promised to
pay to plaintiff or order the Sum of Eight hundred dollars when the said Association Should
be declared duly ended with interest on Five hundred and twenty dollars from the date
thereof for value received.
The defendants Andrew S. Morey and Joanna D. Morey on the 11th day of December
A.D. 1873 to Secure the payment of Said note Executed and delivered to the plaintiffs their
Mortgage deed and thereby conveyed to the plaintiffs and their Assigns the following
lands and tenements Situate in the Virginia Military District part of Survey No.
3350 in the County of Union and in the State of Ohio and bounded and described as
follows. Beginning at a Stone in the center of the Marysville and Delaware Gravel Road
and North East corner to Mary Gibson's land thence with her East line
S 9° E 61 80/100 poles to a Stake in the North line of the C.C.C. & I. Railway (33
feet from the center of the track) thence with Said line N 71 3/4° E 150 40/100 poles
to a Stake (33 feet from the center of the track of Said Railway) And in the West
line of J. R. McCarty's land. Thence with Said line N. 8° W. 74 40/100 poles to a Stake in the
center of Said Marysville and Delaware Gravel Road thence with the center of
said road E 6 1/2° W 153 20/100 poles to the beginning containing 63 acres more or less.
The conditions contained in Said Mortgage Deed was in Substance That
Whereas the Said Andrew S. Morey had executed and delivered to Said Union
Building and Loan Association of Marysville Ohio his promissory Notes dated the
twenty Second day of December 1872 for the Sum of Eight hundred dollars upon
the following conditions Said Andrew S. Morey being a member of the
Association and having at a regular meeting of the association bid a
premium of Seventy dollars per Share of Stock for precidence in taking an advanced
Loan and having thereby Obtained Said precidence and having received from
Said Association an advance of Five hundred and twenty dollars the full
Value of four Shares of Stock in Said Association on each of which four
Shares of Stock he agreed to pay a weekly installment of twenty five cents and
on Five Hundred and twenty dollars the amount of Said advanced loan
Exclusive of premium for precidence he agree to pay interest at the rate of Six per
cent per annum in equal weekly payments of $2.60 each on Saturday of each week until
Said Association Shall be dissolved as provided in the constitution thereof the taxes on the
premises the Fire Insurance premium on Said property Ground rents thereon. and all
the fines and forfeitures according to the Constitution & By Laws of Said Association
That if the Said Andrew S. Morey Should punctually pay to the Said Association or its
Asigns the Said weekly installments on Said four Shares of Stock and the interest
as above Stated the taxes on Said property the fire insurance premiums on Said
property the ground rents thereon and all the fines and forfeitures according

to the Constitution and By Laws of said Association then these presents to be void. But if the said Andrew S. Mowry should fail to pay the said weekly installments of interest as above stated the taxes Fire insurance premium ground rents & fines and forfeitures when the same respectively become due & within Sixty days after due then the amount of said Loan should due and this mortgage shall be foreclosed - On the twelfth day of December A.D. 1873 at 10h O'Clock A.M the said mortgage was delivered to the Recorder of said County to be by him entered on Record and was recorded the same day - The said deed has become absolute there is due and remaining unpaid upon said indebtedness the sum of Thirty one dollars due Eighteen 6/100 dollars fines and $118 51/100 interest with interest from the Eighth day of April 1876 on the whole being one hundred Sixty Eight & 16/100 Dollars -

The plaintiffs ask that said Mortgage may be foreclosed the said premises ordered to be Sold and the proceeds applied to the payment of said debt and Execution awarded for the balance.

Robinsons & Piper Attorney for Plaintiffs

State of Ohio Union County ss L Piper being duly sworn according to law says that he is the Secretary of the said Union Building and Loan Association of Marysville Ohio duly authorized in the premises that the facts stated and allegations in the foregoing petition are as he believes true

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 1st April A.D. 1876

W. M. Winget Clerk

To Clerk - Issue Summons upon the petition in this case returnable according to law Amount claimed $168 16/100 with interest on $168 16/100 from the 8th day of April 1876

Robinsons & Piper Attorneys for Plaintiffs

"A" $800 00 Marysville Ohio June 22d 1872 For value received I promise to pay to the Order of the Union Building and Loan Association of Marysville Ohio Eight hundred dollars with interest on Five hundred and twenty dollars from date payable when said Association shall be declared by its Board of Directors legally ended and I do further promis that Should the weekly interest hereon as provided for by the By Laws of said Association remain unpaid for four weeks after the same becomes due or Should my Stock therein be forfeited for non-payment of the weekly installments thereon then this note to become and collectable immediately — Secured by Mortgage Stamps

A. S. Mowry"

Afterwards the following writ of Summons was issued by the Clerk which reads to wit

The State of Ohio Union County ss To the Sheriff of the County of Union Greeting

We command you to notify Andrew S. Mowry and Joanna D. Mowry that they have been sued by Union Building and Loan Association of Marysville O in the Court of Common Pleas of Union County and that unless they Answer by the 6th day of May A.D. 1876 the petition of the said Union Building and Loan Association of Marysville O against them filed in the Clerks office of said Court such petition will be taken as true and Judgement rendered accordingly.

You will make due return of this Summons on the 17th day of April A.D. 1876

Witness my hand and the Seal of said Court this 8th day of April A.D. 1876

W. M. Winget Clerk

This Summons was Endorsed "In action for Amount claimed $168 00 with interest from April 8, 1876 and was returned filed Endorsed by the Sheriff, as follows to wit

The State of Ohio Union County ss Received this writ April 8th A.D. 1876 & pursuant to its command on the 13th day of April A.D. 1876 I served the within named defendants by delivering to each of them a certified copy of this writ with the endorsements thereon

7 Fees Service 65 Mileage 10 Copy 50 return 15 Total $1,40

John C. Price

Sheriff

Over

Afterwards on the 12th day of August 1876 the following Amended Petition was
with the Clerk of Said Court which reads in the words & figures to wit

Union Building and Loan Association Plaintiff } Court of Com. Pleas Union Co. O.
} Petition on Note and
vs } Mortgage
Andrew S. Mowry & Joanna D. Mowry Defendants }

This plaintiffs say that they are a company duly
incorporated under the laws of the State of Ohio

That on the twenty Second day June A.D. 1872 the Defendant Andrew S.
S. Mowry made and delivered to the plaintiff his promissory of that date
a copy of which hereto attached Marked "A" and thereby promised to pay
to plaintiff Or Order the Sum of Eight hundred dollars within this Asociation
Association Should be declared duly ended with On Five hundred and
twenty dollars from the date thereof for value received

Amended Petition

The defendants Andrew S. Mowry and Joanna D. Mowry on the
eleventh day of December A.D. 1873 to secure the payment of said note
Executed and delivered to plaintiffs their mortgage and and thereby
convyed to the plaintiffs and their assigns the following lands
and tenements in the Virginia Military Dist part of Survy No.
3350 in the County of Union and in the State of Ohio and bounded
and discribed as follows, Beginning at a Stone in the of the Marysville & Delaware
Grand Road and North East corna to Mary Gibson's land thence with he East
line 39° E 61 100 poles to a Stake in the North line of the C.C.C.T.I Railway
(33 feet from the center of the track) thence with said line N 71¾° E 150 20/100 poles
to a Stake (33 feet from the center of said Railway track) and in the west
line of J.R. McCarty's land thence with said line N 8¾° W 74 40/100 poles
to a Stake in the center of said Marysville and Delaware Grand Road
thence with the center of said road S 67¾° W 153 20/100 poles to the beginning
Containing 63 Acres More or less

The Conditions contained in Said Mortgage and were Substance
that Whereas the said Andrew S. Mowry had Executed and to the said Union
Building and Loan Association of Marysville Ohio his promisory note dated the
twenty Second december 1872 for the Sum of Eight hundred Dollars upon the
following conditions Said Andrew S. Mowry being a Member of the Association
and having a regular meeting of the Association bid a premium of Seventy dollars
per Share of Stock for precedence in taking an advanced Loan and having
having thereby obtained said precedence and having received from said Association
an advanced Loan of Five Hundred & twenty dollars the full value of Four
Shares of Stock in Said Association on each of which four Shares of Stock
he agreed to pay a weekly installment of twenty five cents And Fifteen and
and twenty dollars the Amount of said advanced Loan exclusive of
premium for precedence he agrees to pay interest at the rate of Six cent per annum
in Equal weekly payments of $0.60 each on Saturday of each week until said
Association Shall dissolved as provided in the Constitution thereof the taxes on
the premises the fire insurance premium on Said property ground rents
thereon and all the fines and forfeitures according to the Constitution and By Laws
of Said Association. That if the Andrew S. Mowry Should punctually pay
to the Said Association or its assigns the said weekly installments on said
four Shares of Stock and the interest as above Stated the taxes on said
property the fire insurance premium on Said property the ground rents

2029

Amended Petition

just

"A"

Copy of note

thereon and all the fines and forfeitures according to the Constitution & By Laws of Said Association then these presents to be Void. But if the Said Andrew S. Mowry Should fail to pay the said Weekly installments of interest as above Stated the Taxes, Fire insurance premiums Ground rents or fines and forfeitures when the Same respectively become due & within Sixty days after due then the amount of Said Loan Should become due and the Mortgage foreclosed.

On the twelfth day of December A.D. 1873 at 10 o'clock A M the said Mortgage was delivered to the Recorder of Said County to be by him entered on the Records and was recorded the Same day.

Plaintiff Says the Board of Directors of Said Association have not declared Said Association Legally ended - The Said deed has become absolute.

The weekly installments of Stated dues were paid in full up to and including August 28th 1875 but then ceased and no payments of Said Stated dues have since been made upon Said four Shares of Stock Since Said 28th day of August A.D. 1875 Except one payment made January 8th 1876. The weekly Installments of Stated dues upon each Share is twenty five cents on Said four Shares the Stated dues aforesaid would be one Dollar per week from August 28th 1875 to but not including August 19th 1876 would make 59 payments less One payment made January 8th 1876 would make forty nine payments of Said Stated dues - due on the Said 19th day of Augt A.D. 1876 and remain unpaid

The lowest fines assessed upon failures Ofin Said Stated dues at the time the failures to pay Said Stated due herein mentioned began was five cents per Share under the Constitution & By Laws of Said Association and on four Shares 20 cents per week for default in payment of Stated dues on Said four Shares which for forty nine weeks would make nine and $\frac{80}{100}$ Dollars due and remaining unpaid upon Said forty nine installments of weekly dues upon Said four Shares of Stock as fines for non payment of Said weekly Dues.

There is there was due and remaining unpaid upon Said indebtedness the Sum of forty nine (49^{00}) of Stated weekly dues is one dollar per week for forty nine weeks and the Sum of twenty (20) cents per week as fines on Said four Shares of Stock for forty nine weeks making nine $\frac{80}{100}$ dollars now due as fines upon Said four Shares of Stock and making the aggregate Sum of fifty Eight and $\frac{80}{100}$ Dollars of Stated dues and fines unpaid with the interest on the Said Sum of five hundred and twenty dollars from the Said 22d day of June A.D. 1872 which remains unpaid and which makes a weekly installment of interest of Sixty (60) cents per week

The plaintiff therefore asks that Said Mortgage may be foreclosed the Said premises Ordered to be Sold and the proceeds applied to the proceeds applied to the payment of Said & Execution Awarded for the balance Robinsons & Piper Attorneys fo Plaintiff

State of Ohio Union County ss L. Piper being duly Sworn according to Law Says he is the Secretary Of the Said Union Building and Loan Association the plaintiff herein duly authorized in the premises and that the facts Stated and allegations in the foregoing Amended petition are as he verily believes true L. Piper

Jurat

Sworn to before me by L. Piper and by him Subscribed in my presence this 19th day of July A.D. 1876 W M. Winget Clerk

"A"

800^{00} Marysville Ohio June 22d 1872

Copy of note

For Value Received I promise to pay to the Order of the Union Building and Loan Association of Marysville Ohio Eight Hundred Dollars with interest on Five hundred & twenty dollars from date payable when Said Association Shall be declared by its Board of Directors legally ended and I do further promise that Should the weekly interest hereon as provided for by the By Laws of Said Association remain unpaid for four weeks after the Same becomes or Should my Stock therein be forfeited for nonpayment of the weekly installments thereon then this note to become due & collectable immediately

Secured by Mortgage Stamped A. S. Mowry.

Afterwards on the 15th day of May 1877 the following Entry was made in Journal of said Court which reads in the words and figure as follows to wit,

Union Building and Loan Association Plaintiffs
vs
Andrew S. Mowry and Joanna D. Mowry Defendants } Petition on Note and Mortgage.

This day came the parties by their Attorneys and thereupon this cause came on to be heard upon the petition and exhibits and testimony and was argued by Counsel. On Consideration whereof the Court do find the Equity of the case to be with the plaintiff and that there is due the plaintiff on the first day of this term of this Court upon the Mortgage and Note in the petition Mentioned the Sum of Eighty Eight as Stated dues on said Stock in said petition Mentioned and also the further Sum of $151 49/100 which is find due as the interest on said Sum of five hundred and twenty dollars in said petition Mentioned Making the Sum of $249 49/100 due on the first day of this Term of Court

It is therefore Ordered Adjudged and decreed that the defendants within ten days from this date pay the said plaintiff the said Sum of $249 49/100 with the interest thereon to computed from said first day of this term until paid and also the costs of this suit to be taxed and in default thereof that the Sheriff of this County proceed to sell the lands & tenements in the said petition described as upon judgments at Law and report his proceedings in the premis to the next of this Court to which time this cause is Continued. And this cause is Continued as to the balance to become due on said note and Mortgage.

Attest W. M. Wingel Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun & held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 15th day of September A.D. 1880. Heretofore on the 1st day of August 1878 the following Petition was filed with the Clerk of said Court to wit

2988

Lester Clark Plaintiff } In the Court of Common Pleas of Union County Ohio
against } Petition
John Epps Defendant } Plaintiff says that on the 8th day of October A.D. 1875 the said defendant John Epps made and delivered to said plaintiff his promising note of which the following is a copy. "On the 24th of October 1876 I promise

Petition on Note

"to pay to Lester Clark or bearer five hundred and Seventy Seven Dollars & fifty cents "without interest for value received October 8th 1875

$577 50/100 Signed John Epps"

Plaintiff says there are no endorsements on said Note

Mortgage

Plaintiff further says that the defendant on the 8th day of October 1875 to secure the payment of said promissory note Excuted and delivered to said plaintiff his mortgage deed and thereby Conveyed to said plaintiff the following Lands and tenements Situate in said County of Union and bounded and described as follows "Part of Survy No. 3681 & 3749 in Union County Ohio Beginning at two Sugars South East Corner of said Survey No 3681 and S.W. corner of No. 3749 thence with the line of No. 3749 Northerly 150 poles to a Sugar tree beech & ash corner to Survey No 2833 & 2981 thence N 37 W 80 poles to two ironwood dogwood & Cherry thence S 53 W 202 poles to Sugar, hickory & Buckeye on the East bank of Darby creek thence with the Creek at low water Mark to the Upper line of Survey No 2833 thence with the Survey line to the beginning containing 119 1/2 acres more or less Excepting 19 1/2 acres Sold off the north side to Clemmons Spains heirs being 100 acres here mortgaged

Said M... at 5 P oc... October 1... the said ... became ... Plaintiff ... remain... Seven and... Plaintiff ... to be Sold ... and for ... State of ... the ...

Jural

Sworn t... August ... Lester Cla... ag... John Epp... $577 50/100 ... Jo...

Precipe

The Stat... We com... in the Co... the 31st d... filed in ... and Jud... You will ...

Summons

W... A. D... This Summ... with intere... The State ... pursuant ... certified ... You were ... Lester ... John Ep...

Answer of Defts.

Money ... from Ra... instead ... Four hun... interest th... and five ... paid ap...

Said Mortgage was delivered to the Recorder of said County on the 8th day of October 1875 at 5 P oclock P.M. to be by him Entered on record and was recorded on the 14th day of October 1875 The condition contained in said Mortgage was in substance that if the said John Epps or any one for him should pay said note when the same should become due then said Mortgage to be void.

Plaintiff says that said Mortgage has become absolute and there is due and remaining unpaid upon said indebtedness the Sum of Five hundred Seventy Seven and 50/100 dollars with interest from the 24th day of October 1874

Plaintiff therefore asks that said Mortgage may be foreclosed said premises Ordered to be Sold and the proceeds thereof be applied to the payment of said indebtedness and for all other proper relief. Jno M Broderick Plaintiffs Attorney

State of Ohio Union County ss } Lester Clark being Sworn makes oath that the facts stated in the foregoing petition are as affiant believes true

Lester Clark

Jurat — Sworn to and Subscribed by said Lester Clark before me this 1st day of August A.D. 1878 W. M. Winget Clerk By Jabez Randall Deputy

Precipe — Lester Clark Plaintiff } Precipe To Clerk
against } Issue Summons against the defendant on the within
John Epps Defendant } petition directed to the Sheriff of Union County Return able according to Law Endorse "Action for foreclosure of Mortgage Amount claimed $577 50/100 with interest from October 24th 1876 Jno M Broderick Attorny for Plaintiff

Thereupon the following writ of Summons was issued by said Clerk to wit

Summons — The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting We command you to notify John Epps that he has been sued by Lester Clark in the Court of Common Pleas of Union County and that unless he Answer by the 31st day of August A.D. 1878 the petition of the said Lester Clark against him filed in the clerks office of said Court such petition will be taken as true and Judgment rendered accordingly.

You will due return of this Summons on the 12th day of August A.D. 1878

Witness my hand and the Seal of said Court this 1st day of August A.D. 1878 W. M. Winget Clerk

This Summons was indorsed "In action for foreclosure of Mortgage Amount claimed $577 50/100 With interest from Oct. 24th 1876 and was returned by the Sheriff Endorsed to wit The State of Ohio Union County ss. Received this writ August 1st A.D. 1878 and pursuant to its command I served the same on the within named John Epps by leaving a certified copy of this writ at the house of residence the 11th day of August 1878 Fees Service 35 mileage 10 copy 20 return 10 Total $1.20 J.J. Miller Shff By C.C. Edwards Deputy

Afterwards on the 28th of August 1878 the following Answer was filed with said clerk to wit,

Answer of Defts. — Lester Clark Plaintiff } In the Court of Common Pleas Union County Ohio
vs }
John Epps Defendant } Answer And now comes the defendant John Epps and for Answer to plaintiffs petition Says he borrowed the money making the consideration of the note in said plaintiffs petition set forth from Rachel Clark on the 24th day of October 1872 and that on that day he received instead of Five and twenty the Sum named in that note of that date the Sum of Four hundred Seventy two 50/100 Dollars being the amount of said loss ten per cent interest that Since that date this defendant has paid said plaintiff One hundred and five dollars interest on said note given to said Rachel Clark this was paid April 28th 1875 being interest at the rate of ten per cent per annum

And further that on the 8th day of October 1875 the said note set forth in the plaintiff petition was Executed for the said Sum of five hundred Seventy Seven and 50/100 dollars which said Sum includes interest at the rate of ten per cent per annum on said Sum of five hundred and twenty five dollars.
Defendant asks that the usury in said note may be Stricken out of said transaction and for all proper relief

Robinsons & Piper Attys for Defendant

Jurat

State of Ohio Union County ss. John Epps being duly Sworn Says the facts stated and allegations in his foregoing Answer are as he verily believes true

John Epps

Sworn to before me by John Epps and by him Subscribed in my presence this 28th day of August A.D. 1878 W. M. Winget Clerk

And on the 28th day of August 1878 Plff filed herein his amended petition which reads to wit

Amended Petition

Lester Clark Plaintiff
against
John Epps Levi Snuffin J. M. Cummings
Admrs of the Estate of Robt Smith decd Eli G. Piper
Admr of the Estate of William Gabriel decd & A. B. Robinson Defts

In the Court of Common Pleas
of Union County Ohio.
Amended Petition.

The Plaintiff Says That on the 8th day of October A.D. 1875 the defendant John Epps made and delivered to said plaintiff his promissory note of which the following is a copy.

"On the 24th day of October 1876 I promise to pay to Lester Clark or bearer five hundred and Seventy Seven dollars & fifty cents without interest for value received October 8th 1878
"$577.50 (Signed) John Epps

Plaintiff Says there are no Endorsements On said note. Plaintiff further Says that the defendant John Epps on the 8th day of October 1875 to Secure the payment of said promissory note executed and delivered to said plaintiff his Mortgage and and thereby conveyed to said plaintiff the following lands and tenements Situated in said County of Union & bounded and discribed as follows part of Surveys Nos 3681 & 3749 in Union County Ohio Beginning at two Sugars South East Corner of said Survey No 3681 & S. W corner of No 3749 thence with the line of No 3749 Northerly 150 poles to a Sugar tree beech & ash corner to Surveys Nos 2833 & 2981 thence N 37 W 80 poles to two ironwoods & dogwood & Cherry thence S 53° W 202 poles to a Sugar hickory & buckeye on the East bank of Darby creek thence with the creek at low water mark to the upper line of Survey No 2833 thence with the Survey line to the beginning containing 119¼ acres more or less - excepting 19¼ acres sold off the north side to Glenn and Spain's heirs being 100 acres hereby Mortgaged. The condition contained in said mortgage deed was in substance that if the said note should be paid to the said plaintiff when the same should become due then said Mortgage to be void
Plaintiff Says that on the 8th day of October 1875 at 5 P. M. the said Mortgage was delivered to the Recorder of said County by him entered on Record and was recorded on the 14th day of October 1875 in record of Mortgages Vol. 11 page 601.
Plaintiff Says that said deed has become Absolute and that there is due and remaining unpaid upon said indebtedness the Sum of Five Hundred Seventy Seven and 50/100 Dollars with interest from the 24th day of October 1876.
Plaintiff Says that he is informed that the said defendants Levi Snuffin J. M. Cummings Administrator of the Estate of Robert Smith deceased & Eli G. Piper Administrator of the Estate of William Gabriel, and A. B. Robinson each claim some interest in the above described lands and tenements but plaintiff is ignorant of the nature of their said claims and asks that said defendants be required to Answer hereto and set their said several claims if any they have.

Jurat

State of O
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Sworn to a

Lester C

John Ep

Waiver of Summons

On the 29
Lester C
vs
John Ep

Answer of L. Snuffin

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Lester
vs
John Epps

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Plaintiff therefor asks that Said Mortgage may be foreclosed the Said premises Ordered to be Sold the priorities of liens upon Said Estate be estathished and the proceeds of Said Sale be distributed in accordance therewith and for all other proper relief

Jno M Bradrick Attorney for Plaintiff

Jurat — State of Ohio Union County ss Lester Clark being Sworn makes oath that the facts Stated in the foregoing petition are as affiant believe true Lester Clark

Sworn to and Subscribed by Said Lester Clark before me this 28th day of August A.D. 1878

W. M. Wright Clerk

Waiver of Notice &c.

Lester Clark Plaintiff
against
John Epps Et Als Defendants

We the undersigned defendants to the above action hereby the issuing and service of Summons and Enter our appearance herein

Levi Snuffin By Cameron & Benton Attys

Eli G. Piper Administrator Gabriel Estate

J. W. Cummings Admr Robert Smith's Est By Robinson & Piper their Attys

Robinson & Robinson By A. B. Robinson

On the 29th day of August 1878 the following Answer was filed with the Clerk of Said Court to wit

Lester Clark Plaintiff
vs
John Epps Et Als Defendants

To the Court of Common Pleas Union County State of Ohio

Answer of Levi Snuffin.

The Said Levi Snuffin being made party herein Says

That On the 15th day of January 1878 the Land and tenements in the petition described were by the Lawful authority of Said County Sold for delinquent taxes and the Said Respondent Levi Snuffin become the purchaser thereof and there paid into the Treasury of Said County for Said lands the Sum One hundred and Ninety Seven dollars and Seventy three and 100 from the Treasurer of Said County the receipt therefor hereto attached marked Exhibit "A" and Certificate of purchase from the Auditor of Said County hereto attached marked Exhibit "B" And the Said Levi Snuffin by virtue of his Said purchase at Tax Sale is entitled to all the right interest and penalties as provided by Law in Such cases.

The Said Levi Snuffin therefor prays the Court here that if Said premises are Sold that Out of the first proceeds of Said Sale he be fully paid all and Singular the Sum due him as money paid interest and penalty under Laws of the State of Ohio in Such cases and that his claim be declared the first and best lien on Said premises, and for all proper relief

Cameron & Benton Attys for Levi Snuffin

Jurat — State of Ohio Union County ss I J. L. Cameron being first duly Sworn depose and Say the facts Stated and allegations made in the foregoing answer of Levi Snuffin are true as I believe that I am one of the Attorneys of Said Levi Snuffin duly authorized and Said Levi Snuffin is absent from Said County of Union J. L. Cameron

Sworn to before me by J. L. Cameron and by him Subscribed in my presence this 29th day of August 1878 W. M. Winget Clerk

On the 13th day of September 1878 Answer & Cross petition of Robinson & Robinson was filed herein which reads to wit

Lester Clark Plaintiff
vs
John Epps & others Defts

Court of Common Pleas of Union County Ohio.

Cross petition of Robinson & Robinson.

Now comes James W. Robinson and A. B. Robinson partners doing business in the State of Ohio under the firm name of Robinson & Robinson and Say that on the 20th day June 1878 the Said John Epps Executed and delivered to them his promissory note a copy of which is hereto attached & thereby promised to pay them in one year from Said 20th day of June 1878 the Sum of One hundred and thirty three 79/100 dollars with interest at Eight per cent and at the same time to secure the payment of Said Sum of money the Said Epps executed and delivered to Said Robinson & Robinson his Mortgage deed and thereby conveyed to them

the premises lands and tenements described in plaintiffs petition conditioned that if the said Epps would pay said Sum of One hundred and thirty three & 79/100 dollars on or before June 20th 1879 with interest at Eight per cent from June 20th 1878 then said conveyance to be void Otherwise to remain in full force - Said Mortgage was on the same day filed for record by the Recorder of Deeds of said County of Union & State of Ohio. That no part of said Sum of money has been paid Therefore said Robinson & Robinson ask to be made parties Defendants hereto and that a finding be made for them for said Sum of One hundred and

Answer & brief Pet. of Robinson & Robinson

thirty three & 79/100 dollars and interest from June 20th 1878 and that if said Sum of money is not paid when due that an Order of Sale issue to sell said lands to pay the same and for such other and further relief as is right and proper

Robinsons & Piper Attys for Defendant

The State of Ohio Union County ss

A.B. Robinson being first duly Sworn Says the Statements of the foregoing Cross Petition are true as he believes A.B. Robinson

Sworn to before me and Subscribed in my presence this 13th day of Septmber 1878 W. M. Winget Clerk

Copy of note

Copy of note $133.79 June 20th 1878 One year after date I promise to pay to the Order of Robinson & Robinson & thirty three & 79/100 dollars value received with interest at 8 per cent John Epps"

On the 13th day of September 1878 the following was entered in the Journal of said Court which reads to wit

2988

Lester Clark vs John Epps et als } Entry

This day this cause came on to be heard and was Submitted to the Court upon the pleadings and evidence on consideration whereof the Court find that the defendant John Executed and delivered to the plaintiff Lester Clark the Mortgage and in the petition described and on the premises therein described that said Mortgage was duly Recorded in Book 11 page 601 of the Record of Mortgages of Union County and is a lien on the premises described in the petition

Journal Entry No 1.

The Court further find there due and remaining unpaid upon said indebtedness the Sum of $531.57/100 with 6 per cent interest from the 9th day of September 1878 that the condition of defeasance in said Mortgage has been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. It is therefore Considered and decreed that the Sheriff of this do proceed to cause the said lands and tenments in said petition described to be appraised Advertised and Sold according to law and that said report his proceedings to this Court for further Order.

On the 7th day of October 1878, the following Answer answer & Cross Petition was filed herein

Lester Clark Plaintiff
vs
John Epps et als Defendants } Court of Common Pleas Union County Ohio
Answer & Cross petition of J.W. Cummings Adm.

II

Answer & brief P.

And now comes the Defendant J. W. Cummings and by leave of the Court first had files Answer by way of Cross petition in this case and Says First Cause of Action. On the 6th day of April A.D. 1878 he was duly appointed and qualified and letters were granted him as Administrator of the Estate of Robert Smith deceased by the Probate Court of Seneca County in the State Of Ohio. On the 11th day of October A.D. 1877 the defendant John Epps made and delivered to the said Robert Smith then in full life his promissory note and thereby promised to pay to the said Robert Smith

of

Answer of Robt Smith

or order the Sum of three Hundred dollars. The following is a copy of said note.
$300.00 Green Springs Ohio October 11th 1877 One year after date for value received we as principal debtors promise to pay to R. Smith of Green Springs or order three hundred dollars at his office in Potter and we hereby authorize any Attorney of any Court of record in the State of Ohio or elsewhere at any time after the above sum becomes due to appear for us or either of us in any Court in said State of Ohio or elsewhere having Jurisdiction of said and confess Judgment herein against us or either of us in favor of said payee or their Assigns for said amount with interest at the rate of Eight per cent per annum after maturity and costs of suit and to release all errors in the Entry and rendition of said Judgment and all right ~~& benefit~~ of appeal and writs of error Witness our hands and Seals this 11th day of October 1877 (Signed) John Epps Seal

The defendant John Epps on the 11th day of October A.D. 1877 to secure the payment of said note executed and delivered to the said Robert Smith his Mortgage deed and thereby conveyed to the said Robert Smith his heirs and assigns the following lands & tenements situate in said Union County being part of Surveys 3681 and 3749 Beginning at two Sugar trees South East Corner of Survey No 3681 and S.W. corner of Survey No 3749 North easterly 150 poles to a Sugar Beech and ash corner to Survey No. 2833 2981 thence N 37° W 80 poles to two Ironwoods a Dogwood and Hickory thence S 53° W. 202 poles to a Sugar Hickory and Buckeye on East bank of Darby creek thence with the creek at Low water mark to the upper line of Survey No. 2833. thence with the Survey line to beginning containing 119¼ acres more or less excepting 19¼ acres Sold off the N Side to Daniel Spain leaving One hundred acres hereby Mortgaged The conditions contained in said Mortgage was in substance that if the said John Epps shall pay or cause to be paid his promissory note of even date with said mortgage for the sum of three hundred dollars in one year from its date with Eight per cent interest per annum after maturity then said Mortgage deed to be void Otherwise to be and remain in full force and virtue in Law, On the 19th day of January A.D. 1878 at One & one half o'clock P.M. the said Mortgage deed was delivered to the the Recorder of said County to be by him entered on record and was recorded on the 22d day of January A.D 1878 in Volume 14 on page 14 of Union County records of Mortgages,

The said Mortgage has become absolute there is due and remaining unpaid on said indebtedness the Sum of three hundred dollars with interest from October 11th 1878

III Second cause of action. On the 30th day of May 1877 the defendant John Epps made and delivered to the said Robert Smith his promissory note of the following is copy,

$ 17.00.00 Marysville Ohio May 30th 1877 On or before four years after date I promise to pay to the Order of Robert Smith Seventeen hundred Dollars at Eight per cent interest after one year and payable annually value received.

Secured by Mortgage (Signed) John Epps

The defendant John Epps on the 30th day of May A.D. 1877 to secure the payments of said note executed and delivered his mortgage deed to the said Robert Smith and thereby conveyed to said Robert Smith the lands and tenement herein before described the condition contained in said Mortgage was in substance that if the said John Epps should pay said note according to its tenor then said Mortgage should be void. On the 30th day of May A.D. 1877 at one oclock and fifteen minutes the said Mortgage was delivered to the Recorder of said County to by him entered on record and was recorded on the 4th day of June A.D. 1877 in Volume 13 on page 343 of Union County record of Mortgages,

The defendants J. W. Cummings asks that said Mortgage may be foreclosed the said premises ordered to be Sold and proceeds applied to the payment of said debt in said first and Second cause of action and that Execution be awarded for balance and for all proper relief

Robinson and Piper Atty's for Defendant J.W. Cummings adm

State of Ohio Union County ss L. Piper being duly Sworn according to law says he is one of the attorneys of the above named defendant J.W. Cummings duly in the premises that the said J.W. Cummings is not a resident of the said County of Union State of Ohio and is now absent therefrom. And that the facts Stated and allegations in the foregoing pleading of the said J.W. Cummings is as affiant verily believes true

L. Piper

jurat Sworn to before me by L Piper and by him Subscribed in my presence this 7th day of October A.D. 1878 W. M. Winget Clerk

On the 9th day of October 1878 the following Answer of E. G. Piper adm&c was filed in

Lester Clark Plaintiff } Court of Common Pleas Union County
vs } Ohio - Answer of Eli G. Piper Adm.
John Epps & Others Defendants } And now comes the Defendant Eli G. Piper

Answ of E. G. Piper adm &c of Wm Gabriel

and by leave of the Court first had and files Answer in the above case and Says On the 19th day of February A.D. 1876 he was duly appointed & qualified and Letters were granted to him as administrator with the will annexed of the Estate of William Gabriel Deceased.

That as Said Administrator this defendant Eli G. Piper recovered a Judgment against L.S. Epps Robert Epps and the Said John Epps before Adam Wolfora a Justice of the Peace within & for the Township of Allen in Said County on the 26th day of January A.D. 1878 for the Sum of Seventy Eight and 15/100 Dollars ($78 15/100) and Costs $5 60/100. Said defendant Eli G. Piper took Transcript from the docket of the Said Justice of the peace and filed the Same with the Clerk of said Court On 4th day of February A.D. 1878,

On the 4th day of February A.D. 1878 an Execution was issued by the Clerk of said Court directed to the Sheriff of said County of Union - And on the 25 day of March A.D. 1878 Said Sheriff made return of Said Execution that for want of Goods and Chattels he had levied upon the following premises as the property of said John S. Epps the defendant in this Case to wit - Part of Survey No. 2833 in U.V.M. District in the name of P. Mumford bounded as follows, Beginning at a Beech ash and Sugar tree upper back corner of the Original Survey - thence N 37° W 80 poles to two Ironwoods Dogwood and Cherry thence S 53° W 202 poles to a Buckeye Hickory and Sugar on the East Bank of Darby creek - thence down the creek with the meanders thereof and binding thereon at low water mark to the point between the upper line of Original Survey crosses Said creek - thence N 53° E. to the beginning Containing One hundred & nineteen and one half acres more or less.

"See Execution Docket "H." page 586"

Sheriffs Return

This defendant Eli G. Piper as said Administrator asks the Court that the Several liens on the said premises may be marshaled and upon distribution of the proceeds of Said Ordered by the Court to be made in this the Several liens be paid according to priority and for Such other and further relief as the case may require

Robinson and Piper Atty's for Eli G. Piper Adm.

Sworn to before by Eli G. Piper and by him Subscribed in my presence this day of A.D. 1878

Up:

Order of Sale

On the 7
The State
Whereas
On the 13
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Description
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On the 7th day of October 1878 the following Order of Sale was issued by the Clerk of said Court.
The State of Ohio Union County ss} To the Sheriff of said County Greeting

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County
Order of Sale — on the 13th day of September A.D. in the cause of Lester Clark Plaintiff and John Epper & others Defendants it is Ordered Adjudged and decreed as follows to wit. It is therefor Considered and decreed that the Sheriff of this County do proceed to cause the said lands and tenements described in the petition of plaintiff to be appraised advertised and Sold according to law and report his proceedings to this Court for further Order

Description of Lands. Situate in said County of Union and bounded and described as follows. Part of Survey Nos 3681 & 3749 in Union County Ohio Beginning at two Sugars South East corner of said Survey No 3681 & SW corner of No 3749 thence with the lines of No 3749 Northerly 150 poles to a Sugar two beech and ash corner to Survey Nos 2833 & 2981 thence N 37° W 80 poles to two ironwoods & dogwood & cherry thence S 53 W. 202 poles to a Sugar hickory & buckey on the East bank of Darby creek thence with the creek at low water mark to the upper line of Survey No. 2833 thence with the Survey line to the beginning containing 119½ acres more or less Excepting 19½ acres Sold off the north side to Clement Spain's heirs being 100 acres hereby Mortgaged.

We Therefore Command You That you proceed to carry said Order Judgment & decree into execution agreeably to the true thereof, and that you expose to Sale the above described Real Estate under the Statute regulating Sales on Execution & that you apply the proceeds of such Sale in Satisfaction of said Judgment and decree with costs & interest as Specified therein & that you make report of your proceedings to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 7th day. October 1878.

W. M. Winget Clerk

Order was duly returned endorsed by the Sheriff in the words & figures as follows to wit;
The State of Ohio Union County ss I In obedience to the command of the Order of Sale hereto annexed I did on the 14th day of October 1878 Summon James Kennedy A. J. Johnson
Sheriffs — and Samuel Waddel three disinterested freeholders of said County who were by me
duly Sworn to view and appraise lands and tenements therein described & afterward
Return — on the 14th day of October A.D. 1878 said Appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at thirty Six hundred (3600) Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 23d day of October 1878 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be Sold at public Sale at the door of the Court House of said County on the 23d day of November A.D. 1878 at one o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance to said Notice I did on said 23d day of November A.D. 1878 at the time and place above mentioned proceed to offer said lands and tenements at public Sale at the door of said Court House and then and there came J.W. Cummings administrator of the Estate of Robert Smith dec'd who bid for the same the Sum of Twenty Eight Hundred & fifty (2850) dollars and said Sum being more than two thirds the appraised value thereof and the said J.W. Cummings admr, being the highest and best bidder thereof I then and there publicly Sold and Struck said lands and tenements to him for said Sum of Twenty eight Hundred & fifty (2850) dollars

Fee Service 55 Summoning Appraisers 1,00 Swearing Appraisers 50 conveying Appraisers 50 writing Appraisal 40 Copy of appraisal notice to printer 12 Affidavit of Printer 40 writing notice 30 Mileage 100 Poundage 5700 return 15 = $62.22
Appraisers fee 3.00 Printers fee 10.00 J. J. Miller Sheriff

Sheffs Sale

Lester Clark }
vs } Court Common Pleas Union County O.
John Epps et als } Order of Sale

By virtue of the above stated writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville in said County on Saturday November 23d 1878 at about the hour of One o'clock P. M. of said day the following described premises to wit

Legal Notice

Situate in said County of Union being part of Survey No 3681 & 3749 beginning at two Sugars S.E. corner of said Survey No 3681 & S.W. corner of No 3749 thence with the line of No 3749 Northerly 150 poles to a Sugar beech and Ash corner to Surveys No 2833 & 2981 thence N. 37° W 80 poles to two white oaks dogwood & Hickory thence S 53 W. 202 poles to a Sugar hickory and buckeye on the East bank of Darby creek thence with the creek at low water Mark to the upper line of Survey No 2833 thence with the Survey line to beginning containing 119¼ acres more or less Excepting 1.19¼ acres sold off the north side to Clement Spain's heirs being 100 acres hereby Mortgaged
Appraised at $3600 Jno Brodrick Attorney for Plaintiff.
October 23d 1878 5 Writs & ff $10.
J. J. Miller Sheriff

The State of Ohio Union County ss

Proof

The undersigned being duly Sworn says that a Copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with October 23d 1878
W. O. Shearer
Sworn to and Subscribed before me this 4th day of Feb. 1878
W. M. Winget Clerk

On the 4th day of February 1879 the following Answer and Cross Petition was filed herein to wit

Lester Clark Plff } Court of Common Pleas of Union County Ohio
vs } Answer of Robinson & Robinson & Cross Pet. of J. W. Cummings
John Epps et al. Defts }

Answer & Cross Pet of Robinson & Robinson

The said James W. Robinson & A. B. Robinson Partners under the firm name of Robinson & Robinson now come and say that the said claim of J. W. Cummings as assignee of Robert Smith contains a large amount of usurious interest That the said Robert Smith paid to said Epps Twelve hundred and twenty five dollars & no more and that was the only consideration in said note of Seventeen hundred dollars set up in this 2d cause of action in said Cross Petition and that all the balance of said note was for usurious interest & that said Cummins ought not to recover of said Epps on the said note of Seventeen hundred dollars Except Twelve Hundred and twenty five dollars & Interest thereon at 6 per cent for one year from the date of said note and at 8 per cent Interest thereafter. And the said Robinson & Robinson further say that two hundred & Sixty four dollars was the consideration & the only consideration for said note described in the 1st cause of action in said Cross Petition

That except the said Two hundred and Sixty four dollars the said Epps received no consideration and the said Smith paid no consideration for said note of three hundred dollars. And that the said Cummings ought not to recover thereon Except the Sum of Two hundred and Sixty four dollars with interest

at Six per cent for One year from the date of Said note and Eight per cent thereafter
Therefore Said Robinson & Robinson in Their to protect their Mortgage lien on Said Lands ask that the Said Cummings be allowed on his Said claims the Said Sums of Twelve hundred and twenty five dollars with the interest aforesaid on his 2d Cause of action and no more,
And on his first cause of action Two hundred and Sixty four dollars with the interest aforesaid and no more, and for Such Other and further relief as is right & proper A.B. Robinson Atty for R & R,
The State of Ohio Union County ss
A.B. Robinson being first duly Sworn Says he is one of the firm of Robinson & Robinson and that the Statements of the foregoing Answer are true as believed
A.B. Robinson
Sworn to before me and Subscribed in my presence this 4th day of Feby 1879 W. M. Winget Clerk
And thereupon on Said 4th day of February 1879 the following was Entered in the Journal of Said Court
Lester Clark Plaintiff
vs
2988 John Epps et al Defendants
In the Court of Comm. Pleas of Union County Ohio.
This day this cause came on for hearing on motion of the plaintiff to confirm the Sale heretofore made and on his producing the return of the Sheriff of the Sale made under the former Order of this Court and the Court on Careful examination of the proceedings of the Said Sheriff being Satisfied that the Same have been had in all respects in conformity to law and the Order of the Court it is Ordered that the Said Proceedings and Sale be and Ordered that the Said proceedings and Sale be and they are hereby approved and confirmed.
And it is further Ordered that the Said Sheriff convey to the purchaser J.W. Cummings as administer of the Estate of Robert Smith dec'd. by deed in fee Simple the Lands & Tenements So Sold and the Said purchaser is hereby Subrogated to all to all the rights of the Said lien holders in Said premises so far as they may be paid herein for the protection of title and a writ of possession is awarded to put Said purchaser in possession of Said premises
And the Court coming now to distribute the proceeds of Said Sale amounting to $2850.00 it is Ordered that the Sheriff out of the money in his hands pay the costs of this action taxed at $ To the defendant Levi Snuffin the Sum heretofore found due him with interest to wit $ 327.70 & $ and to the plaintiff Lester Clark the Sum heretofore found due him with interest to wit $544.66 And thereupon came Robinson & Robinson by their Attorney A.B. Robinson and asked and obtained leave of the Court to file herein an answer to the Cross petition of the defendant J.W. Cummings administrator of the Estate of Robert Smith deceased. And thereupon came the defendant John Epps by his Attorney R.B. Cole & Sons and entered a Motion herein to have a homestead assigned in the premises Sold as above mentioned. And the Sheriff is ordered after paying the Said above Sums of money to retain the remainder of the Said proceeds of Said Sale for final distribution herein.
Afterwards on the 20th day of Feby 1879 the following Reply was filed with Said Clerk to wit
Lester Clark Plaintiff
vs
John Epps & others Defendants
Court of Common Pleas Union County Ohio
Reply to Answer of Robinson & Robinson.
And now comes the said J.W. Cummings as administrator of the Estate of Robert Smith deceased and for Reply to the Answer of Robinson & Robinson to the Answer and Cross petition of the said J.W. Cummings in this Case says that he knows nothing any usurious interest as claimed in the

Reply of Cummings

Answer of said Robinson & Robinson and therefor he denies each and every allegation relating to said usurious interest setforth in the said Answer of Robinson & Robinson

The said J.W. Cummings therefor prays a decree for the amount as claimed in his Answer and cross petition in this case and for all proper relief

Robinson & Piper Atty for J.W. Cummings

State of Ohio Union County ss. L. Piper being duly sworn says he is one of the Attorneys of the said J.W. Cummings duly authorized in the premises that said J.W. Cummings is a non-resident of the said County of Union and is now absent therefrom and that the facts stated & allegations in the foregoing Reply of said J.W. Cummings are as he believes true

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 19th day of Feby 1879

W. M. Wright Clerk

2988

Entry

On the 24th day of Feby 1879 the following Entry was made in the Journal of said Court which reads Court

Lester Clark
vs
John Epps et.als

This day this cause came on for hearing. On Motion of defendant John Epps to amend the heretofore to wit. Feb. 4th of this Term Entered and the same having been argued by Counsel and Submitted to the Court. the Court do sustain said Motion. And it is therefore considered and ordered that said Entry be corrected in this That the Amount of the proceeds of said Sale Ordered to be paid to the defendant Levi Smuffer herein be $226.40 instead of $327.70 as appears in Entry

On the 16th day of September 1879 the Answer was filed with the Clerk of said Court which reads as

Lester Clark Plff
vs
John Epps et.als. Dfts.

Union Common Pleas. Answer

Now comes the said John Epps and leave of the Court files this his Answer to the petition and Cross petition of J.W. Cummings Admr of Robert Smith deceased And says

1 That the note described in said Crospetition as of the date of 11th October 1877 payable in one year after its date for three Hundred dollars to Robert Smith with interest at 8 per ct per annum after Maturity Deft says the said Robert Smith paid to him as the Only consideration of said in cash $83.00 a note owing to Blackburn 31 — and interest for one year in advance on the Other note hereafter described $136 = $250.00

In the said Item of $136 there is usurious interest to the amount of $64 leaving $186.00 as the Only consideration of said note of Three Hundred dollars and this defendant says that the said J. W Cummings as Admr. ought not to recover only on the said Sum of $186 with interest at 6 per cent from the 11th of October 1878

And the said Epps Deft. further says that said Robert Smith paid him the said John Epps on said note of Seventeen hundred dollars Twelve hundred & twenty five dollars the same set up in his 2d cause of action and no more and all the balance of said note was for usurious interest And that said Cummings ought not to recover of said Epps on said note of $1700.00 Except Twelve hundred and twenty five five dollars ($1225.00 and interest thereon at 6 per cent per annum from the 30th of May A.D. 1878.

Therefor the said Epps dft. asks that on final hearing the said J.W. Cummings Admr. be decreed to recover of said John Epps on his first cause of action $186 with interest at 6 per cent from 11th oct. 1878 And on his 2d cause of action for $1700.00 only the sum of $1225.00 with interest at Six per cent from May 30. 1878

And for such other and further relief as Equity may require

Lester Clark Plff
vs
John Epps et.als Dfts

P. B. Cole & Son Attys for Dfts

State of Ohio Union County ss

John Epps Dfts being Sworn says that the

facts stated and allegation in his foregoing answer are true as he believes John Epps
Sworn to & Subscribed before me this 16th day of September A.D. 1879
W. M. Winget Clerk

And on the 4th of October 1879 the following Reply was filed with said Clerk which reads to wit

Lester Clark Plaintiff } Court of Common Pleas Union County Ohio
vs } Reply to Answer of John Epps
John Epps & Others Defendants } and comes the said J.W. Cummings as the said Administrator

Reply of Cummings

of the Estate of the said Robert Smith deceased and for Reply to the Answer of John Epps to the answer and Cross petition of the said J.W. Cummings in this case Says that he knows nothing concerning any usurious interest as set forth & claimed by the said John Epps in his answer and hence he denies each and every allegation in said answer of the said John Epps relating to said usurious interest

The said J.W. Cummings therefore prays a decree for amount as claimed in his answer and Cross petition in this case and for all proper relief.
Robinson & Piper Attorneys for J.W. Cummings

State of Ohio Union County ss L. Piper being duly Sworn Says he is one of the Attorneys of the said J.W. Cummings duly authorized in the premises that said J.W. Cummings is a non resident of the said County and is now absent therefrom and that the facts stated and allegations in the foregoing Reply of the said J.W. Cummings as he verily believes true. L. Piper
Sworn by L. Piper before me & by him Subscribed in my presence this 4th day of October A.D. 1879 W. M. Winget Clerk

On the 15th day of September 1880 the following Entry was made in the Journal of said Court to wit;

2988

Lester Clark Plaintiff
vs In Foreclosure.
John Epps et als Defendants } This cause now coming on to further heard upon the distribution of the remainder of the proceeds of said Sale undistributed (Sum heretofore distributed being $847.22 leaving balance to be distributed $2002.78) proceeds of sale being in full this Sum $2850.00 it is Ordered by the Court here that the Sheriff out of the said pay

Entry & final distribution

First The claim of the said J.W. Cummings Admr. on the Mortgage lien set forth in his answer and Cross Petition Set forth the Sum of $2095.30 the amount on said Answer & Cross petition and Sum not then due but including the accrued interest to the date of first distribution to wit, Feb. 4 1879 all parties hereto agreeing that said note not then nor yet due may be settled up as of due which Sum more than exhausts the balance to be distributed leaving nothing to pay upon other liens in this case set up.

It is hereby agreed and understood by and between the parties hereto that all questions as to homestead and usury raised by the defendant John Epps are fully and forever settled to the full satisfaction of said defendant John Epps. And it is further agreed and understood that the said J.W. Cummings accept the sum already received in full satisfaction of the said liens set forth in his answer and Cross Petition
W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas
begun and held at the Court House in the Village of Marysville within
and for the County of Union in the State of Ohio on the 17th day of September 1880
Heretofore on the 12th day of September 1880 the following petition was filed herein Viz:
The State of Ohio Union County ss In the Court of Common Pleas
D. W. Godman & T. H. Thornhill Partners doing
business under the firm name of Godman & Thornhill Plaintiffs Petition.
against The Plaintiffs say
3696 L. A. Hedges Defendant That they are partners
doing business under the firm Name of Godman and
Thornhill - that they are the Successors of Godman Thornhill and Company
and were Members of that firm - that the Defendant L. A. Hedges on or about
the 5th day of January A.D. 1880 executed and delivered to the said Godman Thornhill & Co
his promissory Note of that date, together with a Warrant of Attorney which promissory Note
Petition and Warrant of Attorney are hereto attached marked "Exhibit 'A' and made a part of this
on Petition. Said Plaintiff's further say said promissory Note is due and unpaid that
Copy Print 3696 they are the legal Owners and holders thereof and that there is still due them thereon
from said Defendant the Sum of one hundred and Six Dollars and thirty five cents
with interest at the rate of 8 per centum per annum from the 16th day of Sept. A.D. 1880
Wherefore the Plaintiffs ask Judgment against said Defendant for the Sum
of One Hundred and Six Dollars and twenty five cents with interest thereon at the rate of
8 per centum per annum from the 16th day of September A.D. 1880 and for costs of Suit
S. S. Gardner Plaintiff's Attorney
The State of Ohio Union County ss
S. S. Gardner being duly Sworn says that he is the Attorney of Record
of said Plaintiffs that this action is brought upon an instrument in writing
for the payment of money only. that said instrument in Writing is in his possession
and that he verily believes the Statements contained in the foregoing Petition
Jurat are true in Substance and in fact S. S. Gardner
Sworn to by said S. S. Gardner before me and by me and by him Subscribed
in my presence this 17th day of September A.D. 1880
W. M. Winget Clerk
Exhibit "A" $100 00/100 One day after date for value received I promise to pay Godman Thornhill & Co
Or Order One hundred 00/100 Dollars with interest at the rate of 8 per cent per annum on all
unpaid principal and interest after due until paid interest to be computed every year
Note with 5 per cent Attorney fee if collected. And we or either of us do hereby authorize and
empower any Attorney of any Court of Record in the State of Ohio or elsewhere to waive the
issuing and Service of process and appear for us or either us in any of said Courts at any
3647 time after the above note becomes due and confess Judgment thereon against us or either of us
Petition for Damages in favor of the payee or endorser hereof for the Sum in said note with all interest and costs
of Suit said Judgment to draw the rate of interest specified in note after rendition
until paid. We do also hereby waive all right of appeal the Stay of Execution the benefit &
privilege to hold exempt from Execution any personal or real property belonging to us
Or either of us and release all errors that may accrue in the rendition of said
Judgment and all right to sue out any writ of error and our said Attorney is hereby
authorized to enter such release in said Judgment
Witness our hands Seals at Richwood
this 5th day of January 1880 L. A. Hedges (Seal)

D. W. Godman & F. H. Thornhill partners doing busines
under the firm name of Godman & Thornhills Plaintiffs
Against
L. A. Hedges Defendant

The State of Ohio Union County ss.
In the Court of Common Pleas Answer
By virtue of the Warrant of Attorney attached to the
foregoing Petition A H Beightler an Attorney at
Law in the Several Courts of Record in the State of Ohio hereby Enter an
Appearance for the said Defendant for the said Defendant at the suit of Godman & Thornhill
Plaintiff against said L. A. Hedges Defendant and waive the issuing & service of Process
therein and confess a Judgment in favor of the said Godman & Thornhill against said
L A. Hedges for the Sum of One Hundred and Six Dollars and twenty five cents Damages
being the Amount appearing due for Principal and Interest on said Promissory Note
and also for costs of Suit and I do hereby release all errors and waive all right of
Appeal A H Beightler Defendants Attorney

Dfts Answer

Afterwards on the 17th day of September the following Entry was mad in the Journal of said Court Vizt

D. W. Godman & F. H. Thornhill partners doing
business under the firm name Godman & Thornhill
vs
L. A. Hedges

Court of Common Pleas Union Co
Entry

3696

This day the plaintiffs by J. S. Gardner
their Attorney and their upon came A. H. Beightler one of the
Attys of record of this who by virtue of a Warrant of Atty duly executed and
now produced in Open Court and duly proven waived the issuing and Service
of Legal process and entered Appearance of said Defendant herein and by virtue
of the same Warrant of Atty confess there is due from said Defendant to said
Plaintiff as is alleged in said plaintiffs petition the Sum of $106 25/100
It is therefore considered that said plaintiff do recover of said Defendant the
said Sum of $106 25 so as aforesaid confessed to be due together with costs
of Suit herein to be taxed and with interest to be computed at the rate of 8 %
per annum, and by virtue of said Warrant of Atty all errors are released
and all right of appeal and all right to file a petition in Error are waived

W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas
Begun and held at the Court House in Marysville within and for the County in the State of Ohio on
the 25th day of September A. D. 1880. Heretofore on the 5th day of July 1880 the following
petition was filed with the Clerk of said Court which reads words & figures to wit

Alwilda Gardner Plaintiff
vs
George Gardner Defendant

To the Court of Common Pleas
Union County Ohio. Petition.

3647

Pet's for Divorce

Your petitioner Alwilda Gardner Says
That She has been a resident of the State of Ohio for more than
three years last past and is now a bonafide resident of said County of Union
That on or about the third day of July A. D. 1870 She was lawfully married to the defendant
George Gardner - That She has always conducted herself toward the defendant as a
faithful and obedient wife.
That the defendant regardless of his marital duties has been guilty of gross
neglect of duty towards plaintiff for about Six years last past
The plaintiff therefore prays that the defendant may be legally notified
and that a hearing may be had hereon and that upon said hearing She
may be divorced from the said defendant and that She may be restored
to her maiden name

D W. Ayers Atty for Plff

State of Ohio Union County ss
Alwilda Gardner being first duly Sworn says that the facts
stated and allegations made in the foregoing petition are as she
Jurat believes true Attest D Wayne Alwilda X Gardner
mark
Sworn to before me and Signed in my presence by
said Alwilda Gardner this 5th day of July A.D. 1880 W. M. Winget Clerk
Thereupon the following writ of Summons was issued by the Clerk of Said Court to wit.
The State of Ohio Union County ss To the Sheriff Union County Greeting
You are Commanded to notify George Gardner that Alwilda Gardner
Summons has filed in the office of the Clerk of the Court of Common Pleas Of Union County
and State Of Ohio a petition (a copy of which is herewith served on him)
charging him with him Gross neglect of duty and asking that she
be divorced from him and that She be restored to her maiden name and for
other proper relief. Said petition will Stand for hearing during the
term of said Court next ensuing and Six weeks from and after the Service
of this writ. You will make due return of this Summons on the 13th day of July
A.D. 1880 Witness my Signature as Clerk of our said Court of Common Pleas
and the Seal of said court at Marysville this 5th day of July
A.D. 1880 W. M. Winget Clerk
Endorsed "Summons in action for Divorce. And was returned Endorsed by Shff to wit
"Received 4 o'clock P. M. on the fifth day of July. A.D. 1880 and on the 13th day
"of July A.D. 1880 I Served the Same by delivering to the Within named George
Gardner a True Copy thereof and at the Same time delivering to said
George Gardner a certified Copy of petition for Divorce Fee Service 35
Copy 20 mileage 2,00 return 5 Total $2,60 J. J. Miller Sheriff
On the 25th day of September 1880 the following Entry was made in the Journal
of said Court which reads in the words and figures to wit.

Alwilda Gardner }
vs }
George Gardner } Now came the plaintiff and the defendant
Entry having been duly Served with Summons and
a copy of the petition herein and having failed to appear
the Court find him in default for Answer and demurs to said petition
and that the Allegations thereof are confessed by him to be true
Decree for Divorce That the plaintiff at the time of filing her petition had been a resident
of the State of Ohio for one year next preceding the Same & was
at the time a bona fide resident of said County of Union and that said
parties were Married as in said petition Set forth.
The Court further find that upon the evidence that the said
defendant has been guilty of gross neglect of duty to this plaintiff
for more than three (3) years previous to filing the petition herein
and that by reason thereof the plaintiff is entitled to Divorce as
prayed for. It is therefore Ordered and Adjudged by the Court
that the Marriage Contract heretofore Existing between the said
Alwilda Gardner and George Gardner be and the Same hereby is dissolved
and both parties are released from the Obligations of the Same
It is further considered by the Court that the said Alwilda Gardner recover
from the said George Gardner her costs herein expended & Execution is awarded
for the Same

Attest W. M. Winget Clerk

3627

Petition on note

Plea
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State of
April 18
B. F. Sh
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Washington

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Summons

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 16th day of October 16th A.D. 1880. Heretofore on the 26th day of April 1880 the following Petition was filed with the Clerk of the Court which reads to wit,

B. F. Stahl Plaintiff } In the Court of Common Pleas of Union County Ohio.
against } Petition. The plaintiff says that the defs. Washington Davis
3627 Washington Davis Defts } On or about the 16th day of March A.D. 1876 made Executed
and delivered to One Thomas Moffit his certain promissory note due On or before
Petition on the 1st day of April A.D. 1880 for three hundred Dollars with interest from date at the
rate of Six per cent Which note is in the words and figures to wit:
note $300.00 On or before the 1st day of April A.D. 1880 I promise to pay Thomas Moffit or bearer Three
Hundred dollars with interest from date for value received this 16th day of March A.D. 1876
Washington Davis

2d That afterwards and before the said note became due the said Thomas Moffit sold transfered and assigned for a valuable consideration the said note to John W. Grindell and Indorsed the same by writing his name across the back in Blank "Thomas Moffitt" that afterwards the said John W. Grindell and before the maturity of the said note for a valuable consideration sold and asigned the said note to Elias Robitson without recourse not making any indorsement thereon,

4th That afterwards on or about the 10th day of Jany. A.D. 1878 for a valuable Consideration and prior to the maturity of the said note this plaintiff purchased the same of said Robitson and is now the Owner & holder of the said note

5th That at maturity of said note he called on the said Defendant Davis for payment which the Defendant refused and has Ever Since refused and neglected to pay any part thereof,

6th That there is due upon said note the Sum of Three Hundred Dollars with interest thereon from the 16th day of March A.D. 1876 for which he asks Judgement

Plaintiff therfore prays for Judgment against said Washington Davis for the said Sum of Three Hundred with interest from the 16th day of March A.D. 1876 hitherto and that an Execution be awarded for that Amount and for all proper relief that he may be entitled to

B. F. Stahl Atty for himself

The State of Ohio Marion County ss

B. F. Stahl being duly Sworn Says that the facts Stated and the allegations contained in the foregoing petition are true are as he believes true

B. F. Stahl

Jurat Sworn to before me & Subscribed in my presence this 20th day of April A.D. 1880
J. A. Court - Notary Public

B. F. Stahl } In Court Com. Pleas Union County Ohio.
vs } Clerk issue Summons directed to the Sheriff of Union
Washington Davis } Co Ohio returnable according to law Amount claimed
300.00 Three Hundred Dollars with interest from March 16th A.D. 1876
B. F. Stahl Atty for Plff.

Thereupon the following Summons was issued which reads to wit

Summons The State of Ohio Union County ss To the Sheriff of the County of Union Greeting
We command you to notify Washington Davis that he has Sued by B. F. Stahl in the Court of Common Pleas of Union County and that unless he answer by the 29th day of May A.D. 1880 the petition of said B. F. Stahl against him filed in the Clerks of said Court Such will be taken as true

and Judgement rendered accordingly.

summons — You will make due return of this Summons on the 10th day of may A.D. 1880
Witness my hand the Seal of said Court this 26th day of April A.D. 1880
W. M. Winget Clerk

Sheriffs Return — Summons returned and filed Endorsed by the Sheriff as follows
The State of Ohio Union County ss. Received this writ April 26th A.D. 1880 at 5 O' clock P.M. and pursuant to its command Served the Same on the 30th day of April 1880 by delivering a certified copy thereof with endorsments thereon to the within named Washington Davis Fees Service 35
Mileage 140 Cop. 25 Total $2.00
J. J. Miller Sheriff

On the 28th day of may the following Entry was made in Journal of said Court which in Words and figures to wit.

1st Journal Entry — B. F. Stahl Pltff
vs
Washington Davis Dft
} Common Pleas Union County Ohio
Entry.

It appearing upon the affidavit of the defendant Elizabeth A Stahl, Thomas Moffit Mary R. Robetson and Wyeth Each make a Claim to the Subject of this action and that he the said defendant is ready to pay the Same as the Court may direct it is hereby Ordered by the Court that said defendant pay over the money in his hands to wit, the Sum of $— the amount on the note described the petition so by the said Elizabeth A Stahl Thomas Moffitt Mary R. Robertson and Wyeth claimes to the Clerk of this Court for the Safe Keping thereof until further Ordered.

money to be paid to Court

And it is Ordered that the said Elizabeth A. Stahl Thomas Moffit Mary R. Robertson and Wyeth Severally appear within 60 days from the rising of this Court and maintain or relinquish their Several claims against the defendant & in default thereof that they barred of all claim to said property

Afterwards on the 16th day of October 1880 the following was entered on the Journal of said Court

B. F. Stahl Pltff
vs
Washington Davis & J. Wyeth Thomas Moffet Elizabeth A. Stahl Mary R Robertson Dfts
} This day came the said and the said defendants (Except Elizabeth A. Stahl) by their Attorneys and the

cause coming on to be heard was Submitted to the Court upon the pleading evidence Exhebits and Arguments of Counsel Whereupon the Court being fully advised in the premises do find that Since the of this Court requiring said defendants to appear and Set their claims if any in this case to the note described in the petition. the said claims (except that of Elizabeth Stahl) have been Settled and that they now have no claim to said note and make none as to the said Elizabeth Stahl the Court find that all her claims to said note were disposed of by a Settlement And that Shall duly notified and a reasonable time has Elapsed Since said Notice of the Order of this Court requiring her to set up any claim She might have in the premises & She makes no defence

The Court further finds that said B. F. Stahl plaintiff was a party concerned in all of said Settlements And in consequence of said Settlements is no entitled to recover of said Washington Davis the Sum of Three Hundred Eighty two $\frac{50}{100}$ dollars upon the note described in his petition with interest thereon from Oct. 15th 1880 and his claim thereto is indisputable

It is therefore Ordered adjudged and decreed that the said Washington Davis pay to the B. F Stahl plaintiff within ten days from the Entry hereof

the said Sum of $ 382.50 interest and in default of such payment that Execution ijssue therefor And it is further Ordered that each party herein pay the costs made by himself or themselves and that Defft. Washington Barr's pay the costs of the record and Execution if any against him herein. P.J. Wyeth is permitted to withdraw his Answer.

W. M. Winget Clerk

Pleas before his Hono. John L. Porter Judge at a Court of Common Pleas begun held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 27th day of September A.D. 1880.

Heretofore On the 11th day of June 1880 the following Petition was filed herein to wit

3641 William Black Plaintiff } Union Common Pleas Ohio
vs } Petition.
Margaret E. Black Deft. }

Petition for Divorce

Plaintiff says he is a resident of the State of Ohio and has bun for more than ten years last past and is now a bona fide resident of Union County Ohio.

Plaintiff says that on or about the 15th day of April 1875 at the County of Delaware in the State of Ohio he was lawfully married to Margaret E. Jones and that ever since conducted himself towards her as a faithful husband but that She since about the 10th day of Nov. A.D. 1878 has been guilty of gross neglect of duty toward your petitioner entirely abandoning him and his and failed & neglected to in any manner discharged her Marital duties toward your petitioner although requested by your petitioner So to do.

Your petitioner says at the time of his marriage and ever since he has great trouble with his eyes greatly needing the attention and care of his wife and especially since She has abandoned him yet She has in every way refused and neglected to render him any aid & assistance.

Your petitioner therefore prays that upon the final hearing of this petition he be divorced from said Margaret E. Black and the Marriage relation heretofore existing between them be wholly dissolved and for all proper relief

J. M. Kennedy Atty for Plaintiff

State of Ohio Union County ss

William Black being Sworn Says the facts and allegations of the foregoing petition are as he believes true. (letter I making his mark) William X Black

Sworn to and subscribed before me this 11th day of June (mark) 1880

W. M. Winget Clerk By Zaber Randall Deputy.

Clerk issue Summons and copy of Petition in this action for Margaret E. Black to Sheriff of Delaware Co. returnable according to law.

J. M. Kennedy Atty for Petitioner

Thereupon the following Summons was issued by the Clerk of said Court to wit

The State of Ohio Union County ss To the Sheriff of Delaware County

You are commanded to notify Margaret E. Black that William Black has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio a petition (a copy of which is herewith Served on her) Charging her with Gross neglect of duty and asking that he be divorced from and for other relief. Said petition will stand for hearing during the term of said Court next ensuing and Six weeks from and after the Service of this writ

over

You will make due return of of this Summons on 19th day of July A.D. 1880
Witness my Signature as Clerk of our said Court of Common Pleas
and the Seal of said Court at Marysville this 7th day of July
A.D. 1880 W. M. Winget Clerk

On the back of Summons was endorsed "In action for Divorce"
And was returned filed Endorsed by the Sheriff to wit
Received 10. Oclock A.M. on the 8th day of July A.D. 1880 and on the 15th day
of July A.D. 1880 I served the defendant Margaret E. Black by delivering to her
to her personally a true and certified copy of this writ with the endorsements thereon together
with a copy of the petition annexed Fees Service 35 copy 20 Mileage 220
Return 25 = Total $ 300 William H. Cutler Sheriff

On the 27th day of September 1880 the following Entry was made in the Journal of said Court to wit

3641 William Black }
vs }
Margaret E. Black } This day this cause came to be heard upon the petition of the
plaintiff the defendant being in default for answer
do find for plaintiff. It is thereupon Ordered and Adjudged that the Marriage
Relation heretofore existing between the parties be dissolved.
And it is further Ordered and adjudged that the costs that the costs of the cause
be paid by the plaintiff taxed to $

W. M. Winget Clerk

Pleas before the Honorable John L. Porter Judge at a Court of Common Pleas at a Court
begun and held at the Court House in the Village of Marysville within & for the County
of Union and State of Ohio on the 23d day of September 1880. Heretofore on the 23d day of
September A.D. 1880 the following Petition was filed with the Clerk of said Court to wit

The State of Ohio Union County ss } In the Court of Common Pleas
E. M. Bruce & Maurice C. Stafford }
partners as E. M. Bruce & Co. Plaintiffs } Petition,
3699 vs. } The above named plaintiffs say that is due from said
L. A. Williams. John W. Williams & } L. A. Williams & John W. Williams as principals and
W. K. Ruland Defendants } W. K. Ruland as Endorser Defendants on a promissory
Note made by the Defendants L. A. Williams and
John W. Williams dated the 20th day of February A.D. 1878 which note with the Warrant
Petition of Attorney thereto annexed is hereto attached the Sum of Five Hundred dollars & cents with
interest thereon at 8 per centum per annum from the 20th day of February A.D. 1880.
The plaintiffs further say that they the legal Owners and holders of said note that same is due
and unpaid that no payments have been made thereon that plaintiffs purchased said note
of said W. K. Ruland on the 3d day of Nov. 1879 for Value. Whereupon the plaintiffs Judgement
against said defendants for the Sum of Five Hundred dollars with interest thereon from the 20th
day of February A.D. 1880 at the rate of Eight per centum per annum

McLaughlin & Dow Att'ys. for Pl'ffs

The State of Ohio Union County ss
Duncan Dow being Sworn says he is the duly employed Attorney of
Plaintiff who are resident of the of Union & now absent therefrom. Affiant further says
that he believes the Statements and allegations in the foregoing petition to be true & that
Jurat this action is brought upon a written instrument given for the payment of money only
which instrument is now in the possession of Affiant. Duncan Dow
Subscribed by Duncan Dow in my presence and sworn to by him before this 23d day
of September A.D. 1880 W. M. Winget Clerk

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Copy of note

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Copy of note

West Liberty O. February 20th 1878 24 months after date we or either of us promise to pay W. K. Ruland or order Five Hundred Dollars for value received with interest at 8 per cent per annum and it is understood that the liability of neither of us is to be affected by further time being given for payment and in case said Sum Should not be paid when due we or either of us do hereby empower or any other Attorney at Law in the State of Ohio or any other State to appear for us or either of us in any Court of Record or before any justice of the peace of the State of Ohio or any other State in any action in favor of W. K. Ruland his Executors Administrators or & assigns for the above Sum at any time after the same becomes due and acknowledge the Service of process or waive the same receive a petition and confess a Judgment against us or either as in favor said W. K. Ruland his Executors Administrators or assigns for the above Sum and interest thereon at the rate of 8 per cent per Annum & costs of Suit and release all errors in said Suit and this Shall the warrant for so doing

In Witness Whereof We & each of us have hereunto Set our hands and Seals this 20th day of Feb. 1878

L. A. Williams [Seal]

John W. Williams [Seal]

E. M. Bruce & Maurice B. Stafford
vs
L. A. Williams John W. Williams and W. K. Ruland

In Court of Common Pleas
Union County O
Defendants Answer.

Answer of Defts

And now comes L. A. Williams John W. Williams & W. K. Ruland the above named defendants by the undersigned A. J. Carpenter Attorney and waive the issuing and Service of process in this case and consent that Judgment be entered herein in favor of the above named plaintiff the holders and assigns of the note ascribed in plaintiff's petition and against the above named Defendants for the Sum of Six Hundred and three Dollars and thirty three cents the amount appearing due for principal and interest on said note and also consent that Judgment be entered in the Same Manner against defendants for costs of this action and all errors are hereby released September 23 A. D. 1880

A. J. Carpenter Atty for Defts

E. M. Bruce & Maurice B. Stafford partners as E. M. Bruce & Company
vs
L. A. Williams John W. Williams and W. K. Ruland

Journal Entry

This day came the plaintiffs by McLaughlin & Dow Attorneys and thereupon came A. J. Carpenter one of the Attorneys of record of this Court who by Virtue of a warrant of Attorney duly Executed and now produced in open Court and duly proven waived the issuing and Service of process and entered appearance of said Defendants in and by virtue of the Same Warrant of Attorney confess that there is due from said defendants L. A. Williams & John W. Williams as principal & Said W. K. Ruland as endorser to Saintiff as is alleged in Said plaintiffs the Sum of $603.33

It is therfore considered that said plaintiffs recover of said Defendants L. A. Williams and John W. Williams as principal and Said W. K. Ruland as endorser the Said Sum of $603.33 So as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of Eight per cent per annum. And by virtue of said Warrant of Attorney all Errors are released

W. M. Winget Clerk

Pleas before the Honorable John L. Porter Judge at a Court of Common Pleas
begun and at the Court House in the Village of Marysville within & for the
County of Union in the State of Ohio on the 15th day of October A.D. 1880
Heretofore on the 28th of August 1880 the following petition was filed in said Court Court

The State of Ohio } In the Court of Common Pleas
Union County ss } Petition.

James Carpenter Plff }
against }
Thomas Hornbeck Defe } The said James Carpenter Plaintiff
complains of the said Thomas Hornbeck Defendant
for that the said Defendant on the third of June
A.D. 1880 at York Center Union County Ohio for value received made
his certain promisory Note in writing of that a true Copy of which
promissory Note together with all the endorsements thereon in words & figures follows
$163 57/100 York Centre Ohio June 3d 1878 One year after I promise to pay
Sarah A. Hornbeck or order One hundred and Sixty three Dollars and fifty Eight cts
at eight per cent per annum for value Rec'd Thomas Hornbeck
Endorsments thereon as follows York Center Ohio July 3d 1878 Rec'd on the within
Note $12 00 Sarah A. Hornbeck "
And then and there delivered the same to the Sarah A. Hornbeck & thereby
promised to pay to said Sarah A. Hornbeck or order in One year from the date thereof
the Sum One hundred Sixty three 58/100 Dollars with interest thereon at the rate of
8 per centum per annum which period has since elapsed yet the said defendant has not
paid said Sum of Money nor any part thereof except as above stated to the said plaintiff
although often request so to do.

And the said plaintiff further says that the amount of One hundred Sixty three 58/100
Dollar with interest as aforesaid is now due thereon subject to said payment of $12 00
and wholly unpaid that he has never parted with the ownership of said promissory Note and
that he is still the legal holder and owner thereof

Wherefore said Plaintiff prays Judgment against defendant for said Sum of One hundred
fifty two 37/100 Dollars together with interest thereon at the rate 8 per cent from the 3d day of July
A.D. 1878 Robinsons & Piper Plaintiffs Attorneys
The State of Ohio Union County ss }

L. Piper being duly Sworn says that he is one of the Attorneys of Plaintiff in this
action that said action is brought upon an instrument in writing for the unconditional payment
of Money Only that said Instrument in writing is in his possession and that he believes
the Statements contained in the foregoing petition are true in substance and in fact.

L. Piper

Sworn to by L. Piper before me and by him Subscribed in my presence this 28th
day of August A.D. 1880 W. M. Winget Clerk

James Carpenter Plaintiff } Court of Common Pleas in and for Union County
vs } State of Ohio. Precipe.
Thomas Hornbeck Defendant } Issue Summons against said Defendant directed to the
Sheriff of said County returnable according to law Amount claimed $152 37/100
with interest thereon from the third day of July A.D. 1880 Robinsons & Piper Plaintiffs Attorney
And thereupon the following writ was issued by the Clerk of said Court which reads to wit
The State of Ohio Union County ss } To the Sheriff of the County Union Greeting
We command you to notify Thomas Hornbeck that he has been sued by James Carpenter
in the Court Common Pleas of Union County and that unless he answer by the 25 day of
September A.D. 1880 the petition of said James Carpenter against him filed

in the Clerks office of said Court Such petition will be taken as true and judgment rendered accordingly
You will make due return of this Summons on the 6th day of September A.D. 1880
Witness my hand and the Seal of said Court this 28th day of August A.D. 1880
(J.J.P.) W. M. Winget Clerk
Summons endorsed "Amount claimed $152 39 and interest as follows 8% on $152 39 from July 3d 1880
and returned & duly filed Endorsed by the Sheriff as follows to wit
The State of Ohio Union County ss } Received this writ Aug. 28th A.D. 1880 at 4 O'clock P.M. and
pursuant to its command served the same on the 1st day of September 1880 by leaving a certified
copy thereof with the endorsements thereon at the residence of the within named Thomas Hambrick
Fee Service 35 Mileage 1,60 Copy 25. Total $220 J.J. Miller Sheriff
On the 15th of October 1880 the following Entry was made in the Journal of said Court to wit,

James Carpenter Plaintiff } Money Only
3681 vs } Now came the plaintiff herein and the defendant being in
Thomas Hambrick Defendant } default for Answer and demurrer the Court finds that the
allegations of the petition are confessed by him to be true, and the Court further find
that the defendant is indebted to him in the Sum of One hundred Ninety three and 58/100 Dollars.
It is therefore Considered by the Court that the said plaintiff recover from the said defendant the
said Sum of $193 58 with Interest at 8% from October 15th 1880 and his costs herein expended and
taxed $
W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at
the Court House in Marysville within and the County of Union in the State of Ohio on
20th day of September A.D. 1880. Heretofore on the 14th day of August A.D. 1880 the
following Petition was filed with the Clerk of said Court which reads to wit,

Samuel S. Jewell Plaintiff } State of Ohio Union County
3469 vs } In the Court of Common Pleas
Henry J. King & Charles Phillis as } Petition for Money Only
Administrator of the Estate of Joseph King deceased } The plaintiff Samuel S. Jewell says that on
or about the 12th day of April 1877 the defendant Henry J. King and one Joseph King
Petition made and delivered to the plaintiff their promissory note of said date of which the
following is a true copy to wit "$500 00 Marysville O. April 12th 1877
"Twelve months after date we or either of us promise to pay S.S. Jewell or bearer the Sum of
note "Five hundred dollars with ten per cent interest for value received Henry J. King
Joseph King "

The following indorsements are made upon said Note viz. Received the interest on the within
note in full up to this date April 12th 12th 1879 - Interest paid in full until April 12, 1880
There are no other indorsements or payments upon said Note
The plaintiff further says that after the making delivering of said note the said Joseph
King departed this life intestate and the said Charles Phillis was duly appointed and qualified
as his administrator and a large amount of the assets of the Estate of said Estate came into his
hands as such Administrator which assets are subject to the payment of said note.
The plaintiff says there is now justly due to him from the said Henry J. King and the said
Charles Phillis as administrator of said Joseph King upon the said Note the Sum of Five hundred
dollars with interest on said Sum from April 12, 1880
Wherefore the said Plaintiff prays judgment against said Henry J. King and said Charles
Phillis as Administrator of the Estate of Joseph King for the said Sum of Five hundred Dollars with interest
from the 12th day of April 1880 Cameron & Baxter
Attorneys for Plaintiff

State of Ohio Union County ss

Samuel S. Jewell being first duly Sworn upposs and Says that the facts Stated and the allegations made in his foregoing petition are true as he verily believes S. S. Jewell

Sworn to before me by said Samuel S. Jewell and by him Signed in my presence this 12th day of August 1880 W. M. Winget Clerk

Clerk issue Summons upon the within petition ~~returnable for~~ according to law direct for Henry J. King to Shff of Union Co. One to Charles Phillis & Sheriff of Madison Co. Amt claimed $500 with interest from April 12, 1877 Cameron & Benton

Afterwards the writs of Summons was issued by the ~~the~~ Clerk of Said Court to wit:

The State of Ohio Union County ss} To the Sheriff of the County of Union Greting

We command you to Notify Henry J. King that he & another have been Sued by Samuel S. Jewell in the Court of Common Pleas of Union County and that unless they answer by 11th day of September A.D. 1880 the petition of the said Samuel S. Jewell against them filed in the Clerks office of said Court Such petition will be taken as true & Judgment rendered accordingly You will make due return of this Summons on the 23d of August A.D. 1880

Witness my hand and the Seal of said Court this 14th day of August A.D. 1880 W. M. Winget Clerk

Endorsed "In action for Money Only Amount Claimed $500 with int. from April 12, 1877

Sheriff's return Summons returned and filed and endorsed by the Sheriff as follows to wit:

The State of Ohio Union County ss Received this writ August 14th A.D. 1880 at 6 o'clock P.M. and pursuant to its Command Served the same on the 18th day of August 1880 by delivering a certified copy thereof with the Endorsements thereon to the within named H.J. King Fee Service 35 Mileage 10 Cts. 25 = Total $0.70

J. J. Miller Sheriff

The State of Ohio Union County ss} To the Sheriff of the County of Madison Greeting

We command you to notify Charles P. Phillis as Administrator of the Estate of Joseph King that he & another have been Sued by Samuel S. Jewell in the Court of Comm on Pleas of Union County and that unless they answer by the 18th day of September A.D. 1880 the petition of the said Samuel S. Jewell against them filed in the Clerk's office of said Court Such petition will be taken as true and Judgment rendered accordingly You will make due return of this Summons on the 30th day of August A.D. 1880

Witness my hand and the Seal of said Court this 14th day of August A.D. 1880 W. M. Winget Clerk.

Endorsed In action for money Only Amt. claimed $500. with int. from April 12th 1877 and returned & filed and endorsed by the Sheriff as follows to wit:

The State of Ohio Madison County ss} Received this writ August 14th A.D. 1880 at 5 o'clock P.M. and pursuant to its command on the 26th day of August 1880 I Served the within named Defendant Charles Phillis Jr by delivering to him personally a certified copy of this writ together with all the endorsements thereon Fee Service 30 mileage 2.55 Copy 20 Docketing & Returning 15 = Total $3.20 W. Jones Sheriff Dr. C.

On September 20th 1880 the following Entry was made in the Journal of said Court to wit:

3669 Samuel S. Jewell } This day came the plaintiff by his Attorneys and the said defendant
vs } Still failing to demur or Answer to the petition of the said plaintiff
H. J. King et als } and being in default. This cause was Submitted to Court upon the petition and evidence On consideration whereof the Court being fully advised in the premises do find that the promissory note in the plaintiffs petition described was executed to the plaintiff by said H. J. King as principal

Entry + Judgment

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Petition

Copy of note

and Said Joseph King as Surety and that Since making the Same the Said Joseph King has apart this life intestate and Said Charles Phillis Jr is his duly qualified Administrator

Entry & Judgment

The Court do further find that there is due to the plaintiff from the Said H. J. King as principal and from the Estate of Said Joseph King as Surety upon the foregoing note in the petition Set forth the Sum of Five hundred and twelve dollars and fifty being the amount principal and interest at 6 per cent to the first day of this term of Court

It is therefore considered Ordered and adjudged by the Court that the Said plaintiff recover of the Said H. J. King as principal and the Said Charles Phillis as Administrator of the Estate of Joseph King surety the Said Sum of Five Hundred and twelve $\frac{50}{100}$ Dollars ($512.50) the amount So as aforesaid found due together with his costs herein expended taxed at $

W. M. Winget Clerk

Pleas before his Hono John L. Pates Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 16th day October 1880. Heretofore on the 16th day of October 1880 the following petition was filed with the Clerk of said Court to wit

3704

The State of Ohio Union County ss } In the Court of Common Pleas of Union County Ohio

James Fullington Charles Phillis & W.W. Woods Partners in business as Fullington Phillis & Woods } Petition } Civil action for money only

vs

Jason N. Chapman Jonathan Cheny & D.R. White } James Fullington Charles Phillis & W.W. Woods the above named Plaintiffs Say that there is due to them from Jason N Chapman Jonathan Cheny & D.R. White Defendants on a promissory note made by the defendants dated the 21st day of January A.D. 1880 due in 90 days which note with the Warrant of attorney thereto attached is here to annexed the Sum of Two Hundred fifty one Dollars and fifty Six cents with interest thereon at 8 per cent from the 11th day of May A.D. 1880

Petition

The Plaintiffs further Say that they are the legal owners and holders of said note that the same is due unpaid and was made payable to them under their firm name of Fullington Phillis & Woods —

Whereupon the Plaintiffs ask Judgement against Said Defendants for the Sum of Two Hundred fifty one Dollars and fifty Six cents with intuest at 8 per cent from the 11th day of May A.D. 1880

M. G. Lawrence Atty for Pl'ffs

The State of Ohio Union County ss } R.M. Henderson agent for the above named Plaintiffs being duly sworn Says that he believes the Statements in the foregoing Petition to be true He further says that he is the agent of the above named plaintiffs duly authorized in the premises and that the facts Stated are within his personal Knowledge

R. M. Henderson

Subscribed by R. M. Henderson in my presence and Sworn to by him before me this 16th day of October A.D. 1880

W. M. Winget Clerk

Copy of note

$350.00 Ninety days after date for value received we jointly and severally promise to pay Fullington Phillis and Woods or order at this office Three Hundred & Fifty Dollars with interest at the rate of 8 per cent per annum and all unpaid principal and interest after due until paid interest to be computed every year with 5 per cent. Attorney if collected. And we or either of us do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio or elsewhere to waive the issuing and Service of process and appear for us or either of us in any of said Courts at any time after the above note becomes due and confess Judgement thereon against us or either of us in favor of the payee or endorsee hereof for the due on said note with all interest and costs Suit Said Judgement to draw the rate of interest Specified in note after its rendition until paid We do also hereby waive all right of appeal the Stay execution the power & privilege to hold exempt execution any personal or real property belonging to us or either of us and release all Errors that accrue in the rendition of said Judgement and all right to Sue out any writ of Error. And our Said Attorney is hereby authorized to Enter Such release in Said Judgement

Over

Witness our hands and Seals at this 21st day of January 1880

Jason N. Chapman Seal
Jonathan Cheney Seal
D. R. White Seal

James Fullington Charles Phillis W. W. Woods partners as Fullington Phillis & Woods
vs
Jason N. Chapman Jonathan Cheney and D. R. White Defendants

Answer & Confession

In Court of Common Pleas Union County Ss
Defendants Answer

And now comes Jason N. Chapman Jonathan Cheney and D. R. White the above named Defendants by the undersigned A. H. Kollefroth Attorney and waive the issuing and Service of process in this Cause and consent that judgement be entered herein in favor of the above named Plaintiffs the holders of the note described Plaintiffs petition and against above named defendants for the Sum of Two Hundred & Sixty Dollars and Twenty cents the amount appearing due for principal and interest on said Not. and also Consent that Judgment be entered in the Same Manner against Defendants for Costs of this action and all errors are hereby released and defendants right to appeal and the appraisement of real Estate levied on by virtue of any execution issued on the Judgement in this case is hereby waived. September 16th A. D. 1880

A. H. Kollefroth Attorney for Defts

James Fullington Charles Phillis W. W. Woods Partners as Fullington Phillis & Woods Plffs
vs
Jason N. Chapman Jonathan Cheney & D. R. White Defendants

Entry & judgment

This day came the Plaintiff by M. G. Lawrence Attorney and thereupon came A. H. Kollefroth one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly proven waived the issuing and Service of process and entered appearance of said Defts herein and by virtue of the same warrant of Attorney confess that there is due from said Defendants to said Plaintiffs as is alleged in said Plaintiffs petition the sum of $260.27 It is therefore considered that said Plaintiffs do recover of said Defendants the said Sum of $260.27 So as aforesaid confessed to be due together with costs of Suit herein to be taxed and with interest to be computed at the rate of Eight per centum per annum And by virtue of said Warrant of Attorney all errors are released and all right of appeal, and all right to file a petition in Error are waived

A. H. K. W. M. Wright Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 16th day of September 1880 Heretofore on the 27th day of June 1879 the following Petition was filed with the Clerk of said Court which reads as follows to wit

3390

Isaac Walke Plaintiff
vs
David Joseph Catharine Joseph Benjamin Joseph Joseph Baker Phebe Baker Olford Reed & Adelia Reed Defendants

Petition

Union County Court of Common Pleas of Ohio
Petition
1st Cause of Action
The plaintiff Complains of the defendants for this that on or about the 29th day of March A. D. 1879. he rented & leased verbally of the defendants for one year about forty acres of plough land ten acres meadow and the House and all the out buildings on what is known as the upper Gabriel farm Situate in the Township of Allen County of Union

State of Ohio and in Addition to the above privileges he was to have about 3/4 acre of land for Garden purpose Also pasture for three cows two horses & five head of hogs free of charge as well as one half of all fruit grown on said farm and all necessary firewood That afterward and on the 31st day of March 1879 he took peacable possession of said premises and privileges in pursuance of his contract with said defendants and Rel, Conld procedid to put in his Garden and break up his land preparatory to put in his corn crop which with the hay in barn raised and cut was to be equally divided divided between Plaintiff and defendants and that he made about 18 acres of land plowed ready for planting when on the 5th day of May A.D. 1879 the defendants suffered the plaintiff and his family to be dispossessed by one Eli G. Piper who claimed possession as Administrator of the Estate of William Gabriel deceased of all the privileges and immunities of the plaintiff to his damage in the sum of three hundred dollars.

2d Cause of Action. Plaintiff further says that at the time of entering into the aforesaid aforesaid agreement with the defendants they represented to him that they were the owners in fee simple of said lands and that they had the right to rent the same all of which this plaintiff was led to believe and did so contract with said parties as aforesaid which Statment of ownership and right to rent the same was not true which was well known to the Defendants at the time of contracting with the plaintiff and were so made to so made to him for the purpose of Cheating and defrauding the said plaintiff.

Plaintiff further says that the said Catharine Joseph Phebe Bakes and Cecilia Reid are married women living with their husbands to wit: David Joseph, Joseph Butler & Alford Reed respectively and that they claimed to be the owners of said lands by reason of their being the heirs of said William Gabriel deceased and that said contract with the plaintiff was made for the benefit of their Separate Estate & for their Individual benefit

3d Cause of Action. Plaintiff further says that at the time he was dispossed of said premises by the Officer holding the writ of restitution in favor of the said Eli G. Piper as such Administrator aforesaid against these defendants the goods and family of the plaintiff were set out in the public highway and that at that time by reason of the excitement and fatigue and exposure occasioned by said seting out said goods the wife of plaintiff became and was sick for a long period of time to wit three weeks to his damage and expese in the Sum of One Hundred Dollars.

4th Cause of Action. Plaintiff further says that after his good were set out in the Highway as aforesaid the defendants told him to let them remain there a few days as they were going to put plaintiff in possession of said premises again that he allowed said goods to remain so exposed at their request and Command for the Space of Six days to his damage in the Sum of One Hundred Dollars.

Plaintiff further says he has performed all and Singular the Obligations of his agreement with Defendants but that they have entirely failed upon their part and failed to repossess him of said premises or to pay him his damage heretofore Stated. Plaintiff therefor prays that he have a Judgment against the said defendants for the Sum of five Hundred dollars his damage so Sustained by him by reason of the failure of the defendants to perform all and Singular the duties & Obligations of the aforesaid verbal agreement with the plaintiff as well as for the loss by reason of the Sickness of his wife as aforesaid and for all proper relief

J. M. Kennedy Attorney Plaintiff

The State of Ohio Union County ss Isaac Walke being first duly Sworn says the facts set forth and allegations made in the foregoing petition are as he believes true Isaac Walke

Jurat Sworn to by the said Isaac Walke & by him Subscribed in my presence this 21st day of August A.D. 1879

W. M. Winget Clerk

Isaac Walke
vs
David Joseph Catharine Joseph Benjc
Joseph Jc Baker Phebe Baker. Olford Reed
and Adelia Reed

To the Clerk
You will issue Summons directed to the Sheriff of Union County returnable according to law for the above named Defendants — Amount claimed $500cc Damage on Con.
J. M. Kennedy Atty for Plff

Thereupon the following Summons was issued by the Clerk of said Court to wit;
The State of Ohio Union County ss To the Sheriff of the County of Union Greeting
We command you to notify David Joseph. Catharine Joseph Benjamin Joseph Joseph
Baker Phebe Baker, Olford Reed and Adelia Reed that they have been sued by
Summons — Isaac Walke in the Court of Common Pleas of Union County and that unless they
answer by the 26th day of July A.D. 1879 the petition of the said Isaac Walke
against them filed in the Clerks Office of said Court such petition will be taken
as true and judgment rendered accordingly
You will make due return of this Summons on the 7th day of July A.D. 1879
(L.S.) Witness my hand and the Seal of said Court this 28th day of June A.D. 1879
W. M. Winget Clerk

Endorsed "In action for Damage on contract Amount claimed $500cc
Summons returned filed with the Sheriffs return thereon which reads as follows
Sheffs Return — The State of Ohio Union County ss Received this writ June 28th A.D. 1879 at 4 o clock
P. M. and pursuant to its Command served the same on the 30th day of June 1879 by
delivering a certified thereof with the Endorsements thereon to each of the within named
David Joseph Catharine Joseph Phebe Baker Olford Reed & Adelia Reed and
by leaving a certified Copy thereof with the endorsements thereon at the residence
of the within named Joseph Baker & Benjamin Joseph Fees Service 1.55 Mileage .80
Cop 1.40 return .15 Total $3.90
J. J. Miller Sheriff

On the 16th of September 1879 the following Entry was made in the Journal of Court

3390
Isaac Walke
vs
David Joseph et als

Entry — This day came the parties by their Attorneys and thereupon this cause came on to be heard upon the Demurr of the Defendants to the petition of the said plaintiff On consideration whereof the Court do Sustain said demurr and thereupon said plaintiff asked and had leave to file an amended petition herein in 30 from the rising of the Court and this cause is continued.

On the 13th day of Nov. 1879 the amended petition of plaintiff was filed herein which reads to wit

Isaac Walke Plaintiff
vs
Benjamin Joseph David Joseph
Joseph Baker & Olford Reed Defendants

Union County Court of Common Pleas
Amended Petition
Plaintiff for his amended petition leave of the Court first had and received.

Amended petition — Complains of the said defendants and says that on or about the 29th day of March A.D. 1879 he entered into a verbal contract and agreement with the said defendants by the terms of which for Valuable Consideration by him paid to said defendants they rented and leased to said plaintiff for the term of One year thereafter the following discribed lands and tenements to wit. About forty acres of plough land ten acres of Meadow the House and all out buildings on what is known as the Upper Gabriel farm Situate in Allen Township Union County Ohio and in addition to the above privileges he was to have 3/4 Acre of land for garden. pasture for three cows and horses

and five hogs free of charge and half of all fruit grown on said farm and all necessary fire wood. Said corn and hay when saved and cut was to be equally divided between plaintiff and defendants. As an inducement to the said plaintiff to enter into said contract the said defendants represented to said plaintiff and as a part of said contract that they were the true and lawful and rightful owners of said premises and it was also agreed that said plaintiff as a part of said agreement should cultivate said lands in a good husband-like manner and peacably occupy and hold said premises and receive & enjoy the rents and profits thereof for the full term of one year then next thereafter ensuing

Amended Pet.

Plaintiff further says that immediately after the execution of said contract the said Defendants put said plaintiff into possession of said premises in pursuance of said contract and the said plaintiff procuded to put in his Garden and break up his ground for corn preparitory to putting in his crop. Plaintiff further says that at the time of making of said contract the the defendant defendant and continually from thence until the time of Ejectment hereinafter mentioned were not the lawful Owners or entitled to the possession of said premises but on the contrary Eli G. Piper as Administrator with the will annexed of William Gabriel deceased was the lawful and entitled to the possession of said premises and the said plaintiff has not been permitted peacably to occupy and enjoy said premises and to receive and enjoy the rents and profits thereof, but on the contrary on the 5th day of May A.D. 1879 the said Eli G. Piper as administrator aforesaid entered into the said premises and Ejected and removed the said plaintiff by due process of Law from the possession and occupancy of said premises with the appurtenances and has ever since kept him out of the same. That by reason thereof the said plaintiff has lost the said premises. The use occupancy and engagement the rents and profits thereof to his damage in the sum of $400.00 Also the sum of $100.00 by him laid out and expended in plowing & cultivating and working the same.

Wherefore plaintiff prays judgement against said defendants for the sum of $500.00

Powell & Gilbert & J. M. Kennedy Attys for Plff

State of Ohio Union County ss Isaac Walke being first duly sworn says the facts set forth and allegations made in the foregoing petition are (just) as he believes true

Isaac Walke

Sworn to by said Isaac Walke and by him subscribed in my presence this 13 day of November A.D. 1879

Wm. Wright Clerk By Jabez Randall Dep'y.

On May 15th 1880 the following Entry was made in the Journal of said Court to wit,

3390

Isaac Walke Plff
vs
David Joseph et als

This day this cause came on to be heard upon the demurrer of Olford Reed to Plaintiffs petition and the Court being fully advised in the premises do sustain said demurrer to said petition Plaintiff asked and obtained leave to amend his petition within 30 days from the rising of this Court thereupon this cause was Continued.

On July 2d 1880 the 2d amended petition was filed with the Clerk of said Court which reads to wit;

Isaac Walke Plaintiff
vs
Benjamin Joseph David Joseph & Olford Reed Defendants

Union Common Pleas 2d Amended Petition.

Plaintiff for his second amended petition leave of the Court first had Says He complains of the said Defendants that on or about the 29th day of March 1849 he entered into a verbal contract and agreement with the defendants by the terms of which for a valuable consideration by him paid to the defendants they rented & leased to the plaintiff for the term of one year thereafter the described lands and tenements to wit about 40 acres acres of plough lands ten acres of meadow lands the House and all out buildings on what is known as the Upper Gabriel farm

Situate in Allen Township Union County Ohio and in addition to the above
privileges he was to have ¾ acre of land for Garden - pasture for three Cows two
horses and five Hogs free of charge one half of all fruits grown on said farm and all
necessary fire wood.
Said Corn & Hay when grown and cut were to be equally divided between Plaintiff and Defendants
As an Inducement to the Plaintiff to enter into Said agreement the defendants represented to the
plaintiff and as a part of Said Contract that they were the true and Lawful and rightfull owners
of Said premises and had full right to rent and lease the Same and it was agreed as a part of
Said Agreement that the plaintiff Should Cultivate Said Lands in a good husbandlike
like manner and peacably occupy and hold Said premises and receive and enjoy the rents
and profits thereof for the full term of one year then next ensuing.
Plaintiff further Says that immediately after the Execution of said contract the Defendants
put the plaintiffs into possession of said premise in pursuance of said Contract and the
plaintiff proceeded to put in his Garden Break up his ground for Corn
preparing to put in his crop.

Plaintiff further Says that at the time of the making of said agreement the
Defendants were not and continually from that time up to the Eviction of Plaintiff
hereinafter mentioned the Lawful Owners or entitled to possession of said premises
all of which was well Known to the Defendants at the time of making said Contract and
Said Representions that they were the true and Lawful Owners of said premises at the time
of making said contract with the plaintiff was made by the defendants to cheat and defraud
and injure the Plaintiff. And that the Plaintiff believing and relying on the said Statements
of the defendants that they were the true and Lawful Owners of the premise hereto for
described was induced thereby to enter into said agreement. And plaintiff further Says that
at the time of making said agreement with the defendants for said lands and up to
the Commencement of this action One Eli G. Piper as Administrator with the Will
annexed of William Gabriel deceased was the Lawful Owner and entitled to the
possession of said premises all of which was well Known to the Defendants at
the time of making said agreement with the plaintiff and that the defendants Suffered
and allowed said Eli G. Piper as such administrator to put the plaintiff out of the
possession of said premises on or about the 5th day of May 1879 and has Suffered
and allowed the said Eli G. Piper as such Administrator to Rep this plaintiff
out of the privileges and benefit of said contract during all of the period there-
after that said Agreement had to run to the damages of the Plaintiff in the sum
of four hundred dollars. Also to the further sum of laid out and expended in
plowing and cultivating and working the same in the Sum of One hundred
dollars Therefor plaintiff prays Judgment against said defendant for his
damage herein in the Sum of $500 00

Powell & Gill & J. M. Kennedy Attys for Plaintiff

State of Ohio Union County ss
Isaac Walke being Sworn Says the facts and allegations of the
foregoing are as he believes true

Isaac Walke

Jurat

Sworn to by the said Isaac Walke and by him Subscribed
by him Subscribed before me this 2d day of July 1880
W. M. Wonget Clerk

Afterward on the 7th day of September A.D. 1880 the following
Answer was filed with the Clerk of said Court which reads to wit

Isaac Walke Plaintiff
vs
David Joseph et als Defts

State of Ohio Union County ss
To the Court of Common Pleas
Answer

Answer of D. D. Joseph

The said David & Benjamin Joseph for Answer to the petition of the said plaintiff say they deny that they or either of them ever represented to said plaintiff that they or either of them was the owner of the said premise in the petition described and they deny that they or either of them made any false or fraudulent representations to the plaintiff whatever in regard to the rent of said premises they deny that said Eli G. Piper as Administrator of Wm Gabriel or the was the owner or entitled to the possession of said premises. they deny that they suffered or allowed said Eli G. Piper to oust the plaintiff.

They further say that by the terms of the will of Wm Gabriel deceased his Executor was authorized to sell his real estate but to rent or cultivate the same and that said Benjamin Joseph had permission of the heirs of Wm Gabriel to rent said lands if by law the heirs were entitled to rent the same

That plaintiff well knew the terms of said Will and that he knew all about Defends Claim of title that he counseled advised as well at the defendant and knowing all the facts and circumstances for the sole purpose of renting said lands of said Benjamin Joseph.

That the plaintiff had no reason to rely and did not rely on any statement of the defendants as to their right to rent said lands and that he relied upon his own knowledge of the defendants right and that if the defendants were not authorized to rent said lands the fact was as well known to the plaintiff as to them at the time of said agreement, said Benjamin Joseph was under 21 years of age when said pretended Verbal agreement was made and the said Joseph never made any agreement whatever with the plaintiff

Wherefore the defendants ask to go hence and recover their costs

Cameron & Benton attys for defendants

State of Ohio Union County ss} David Joseph Joseph being first duly sworn says the facts stated and the allegations made in the foregoing answer are true as he believes

D. D. Joseph

(jurat) Sworn to before me by said David Joseph and by him signed in my presence 7 day of September 1880

W. M. Winget Clerk

September 8th 1880 the Answer of O. H. Reed was filed herein which reads as follows to wit,

Isaac Walke Plaintiff
vs
David D. Joseph et als

In the Court of Common Pleas State of Ohio
Union County ss
Answer of O. H. Reed.

The said Olford Reed for his separate answer to the petition of the said plaintiff says He denies each and every allegation and averment therein contained. Wherefore this defendant asks that he may go hence and recover his reasonable costs

Cameron & Benton Attorneys for Defendant O. H. Reed

State of Ohio Union County ss} Olford Reed being first duly sworn deposes and says That the facts stated and the allegations made in his foregoing answer are true as he verily believe

O. H. Reed

Sworn to before me by said O. H. Reed and by him signed in my presence this 8th day of September A. D. 1880

W. M. Winget Clerk

On the 13th of September 1880 the following Reply was filed herein which reads as follows to wit

Isaac Walke
vs
David Joseph et als

The State of Ohio Union County Court of Common Pleas
Reply.

and now comes the Plaintiff and for Reply herein says That he denies that the said Executor of the Will of William Gabriel deceased was not authorized to rent or cultivate the real Estate in the said petition described but on the contrary he avers that by the express terms of said Will the said Executor

was authorized and empowered to rent lease or sell said real Estate. He further denies
that he Knew of the defendants claims of title or that he consulted Attorneys ~~as~~
Reply as to the right of the said defendants to rent said lands on the Contrary he avers that
he had no Knowledge of the defendants right or title to said premises or to rent said
lands except what he obtained through the representations of said Defendants & that
in the matter of leasing this plaintiffs relied entirely upon the representations of
said defendants and not upon his own Knowledge of their rights in the premises.
Plaintiff further denies that said Benjamin Joseph was under twenty one years of age when
said agreement was made and he denies each and every other allegations in said Answer
contained not before expressly denied

J. M. Kennedy and Powell & Gile Attorneys for Plff

The State Of Ohio Union County ss Isaac Walke being first duly sworn according
to law says the facts stated and allegations in his foregoing Reply are true as he
Jurat verily believes Isaac Walke
Sworn to before me by said Isaac Walke and subscribed in my presence
this 13th day of September A. D. 188 W. M. Winget Clerk

On the 16th day of September 1880 the following Entry was made in the Journal of said Court Vizt

Isaac Walke
3390 vs } This day came the parties and after the Jury was called &
David Joseph et als } Sworn and after hearing the evidence and being satisfied
that no cause of action existed against Olford Reed and David
Entry Joseph the plaintiff with the consent of all parties dismiss the said Olford
Reed and David Joseph from this case and no further charge or claim is made
against them or either of them, It is therefore adjudged by the Court with the Consent
of all parties that said Olford Reed and David Joseph go hence without day and recover
their costs herein Expended taxed to ff

On said 16th of September 1880 the following Entry was also made in the Journal of said Court to wit

Isaac Walke
3390 vs } This day came the plaintiff and dismissed Catharine Joseph
Entry David Joseph et als } Adelia Reed Phebe Baker from the further defence in this
action without prejudice

And On said 16th day of September 1880 the following Entry was also made in said Journal to wit,

Isaac Walke
vs } Now came the parties herein by their Attorneys also came
David Joseph et als } the following named persons as jurors to wit, William Howard
Charles Sharp John C. Stubert J. O'Harra John Horney. Samuel Sherwood & Henry
Marriott Regular Jurors and J. W. Clark G. J. Smith. J. W. Starr. A. Sager and
James Dean Talis Jurors who were duly empaneled and Sworn according to law
and the trial proceeded. And the said Jury having heard the testimony the
arguments and charge of the court retired to their room in charge of the Sheriff
for deliberation. And now came the said Jury into Open Court with their Verdict
in writing. Signed by their Forman and Says "We the Jury in this case being duly
impannled and Sworn do find and say We find for the plaintiff the sum
of One Hundred and Forty One dollars against Benjamin Joseph & Charles W. Sharp from
And on the 22d day of September the following Entry was also made in said Journal

Isaac Walke
3390 vs } This day this cause came on for Judgement on the verdict
Benjamin Joseph et als } of the Jury heretofor had in this case and the
Entry of Defendant Benjamin Joseph Waiving all questions

Judgment of Motion
the plaint
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Pleas be
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State of Oh
Petition wa
Melissa
Ann J. Le
and John
husband,
and Franc
James D. Ri
husband,
Amanda
J. Artman

3453

Petition the popefs
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of Motion to New trial. It is therfore Considered Orared and adjudged that
Judgment the plaintiff Isaac Walke recover of the Defendant Benjamin Joseph the sum of
One Hundred and Forty one Dollars Debt and his costs herein taxed at $
Attest) W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and
at the Court House in the Village of Marysville within & for the County of Union in the
State of Ohio on the 13th day of October A.D. 1880 Heretofore on the 26th day of August 1879 the following
Petition was filed with the Clerk of the Court which reads in the words and figures to wit.

Melissa P. Hail & John M. Hail her husband. Silas M. Hail. } Court of Common Pleas
Ann J. Lisle and Woods Lisle her husband Mary S Lisle. Amanda Cowan } Union County Ohio
and John P. Cowan her husband. Selina K. Allen and James P. Allen her }
husband. Robert W. Saunders. George W. Saunders John N. Saunders Martha J. Kerr } Petition.
and Francis J. Kerr her husband. Sally E. Murphy and Thomas P. Murphy her husband }
James L. Richardson. Ella G. Richardson. Emma Richardson Mary Frazure and James L. Frazure her
husband, Sarah E. Jones and Alvin Jones her husband. Thomas Gibson John Gibson
Amanda Gibson. Louisa Gibson. Benjamin F. Gibson. Samuel G. Gibson, Sarah
J. Artman and Henry Artman her husband, John C. Arthur and David Mulford
3453 vs Plaintiffs
William McKitrick Ruggles Comstock Charles S. Comstock Richard S. Ivy
Margaret Kimmerly. Maria L. McKitrick Widow of George McKitrick Albert
McKitrick. George McKitrick John McKitrick. Llewellyn McKitrick William Mc
Kitrick Eleanor Cowgill and John Cowgill her husband and Mary A. Crew Defendants
Petition. The plaintiffs say That they have a legal Estate in and are entitled to
Petition the possession of the undivided $\frac{55487}{100000}$ part of the following described premises Situate
in Said County of Union Ohio as Colenants in Common with defendants who are entitled
as the plaintiffs believe and therfore aver to the other $\frac{44513}{100000}$ part of said Real Estate
Said Lands are described as follows to wit Being all of Virginia Military Survey No. 3476
Entered in the name of and Patented to Robert Woodcock. Beginning at the South Easterly
Corner of Robert Means Survey No 5166 running with his line North 37° West 400 poles to two
Sugar trees two hackberries and Blue ash North easterly corner to said Means Survey. Thence North
53° & 178 poles to two hickories and an Elm. Thence South 37° East 400 poles crossing a branch
at 220 poles to three Sugar trees and a beech. Thence South 53° West 178 poles to the beginning
Containing 437 acres of land more or less
The defendants claim to hold the Entire Estate and deny that the plaintiffs have
any Estate in Said premises as tenants in Common with them or Otherwise.
The plaintiffs ask Judgement for the delivery of the possession of the undivided
$\frac{55487}{100000}$ part of Said premises to them
Lawrence & Mulford Attorneys for plaintiffs
State of Ohio Union County ss } David Mulford being duly Sworn Says that he is one of
the plaintiffs in the foregoing action and that facts Stated and allegations
Jurat contained in the foregoing petition are true as he verily believes
David Mulford
Sworn to by David Mulford before me and Signed by him in my presence
this 26th day August A.D. 1879 W. M. Winget Clerk
To the Clerk. You will please issue Summons in the above action returnable according
Praecipe to law to the Sheriff of Franklin County for the defendants Eleanor Cowgill John Cowgill
and Mary A. Crew and to the Sheriff of Union County for all the other defendants

Over

State in the writ a Sheriff of Union County that John McKitrick Llewellyn McKitrick and William A McKitrick are Minors over fourteen years of age
Endorse each writ "Action to recover Real Estate"
Aug. 25th 1879 Lawrence J Mulford Attorneys for Plaintiffs
Thereupon thereup on the following writs of Summons were issued by the Clerk of said Court
The State of Ohio Union County ss To the Sheriff of the County of Union Greeting
We command you to notify William McKitrick Ruggles Comstock Charles S. Comstock
Summons to Shff of Union Co Richard S. Fry Margaret Kimmerly Maria L McKitrick George H. McKitrick George McKitrick. Albert McKitrick and John McKitrick Minor over 14 years of age Llewellyn McKitrick Minor over 14 years William A. McKitrick Minor over 14 years of age that they and others have been sued by Melissa P Hail & others in the Court of Common Pleas of Union County and that unless they Answer by the 27th day of September A D. 1879 the petition of the said Melissa P Hail & Others against them filed in the Clerks of said Court Such petition will be taken as true and Judgment rendered accordingly You will make due return of this Summons on the 8th day of September A.D, 1879
Witnes my hand and the Seal of said Court this 26th day of August.
A.D. 1879 W. M. Winget Clerk
Endorsed "In action for recovery of Real Estate" with the Shffs return as follows to wit
Shriffs return The State of Ohio Union County ss. Received this writ August 26th A.D, 1879 at 5 o'clock P.M. and pursuant to its Command Served the Same on the 3d day of September 1879 by delivering a certified Copy thereof with the endorsements thereon to each of the within named William McKitrick Ruggles Comstock Charles S. Comstock. Richard S. Fry Margaret Kimmerly Maria L McKitrick John McKitrick & William A McKitrick and by leaving a certified Copy thereof with the endorsement thereon at the residence of the within named Llewellyn McKitrick and on September 4th 1879 by leaving certified Copy thereof with the endorsements thereon at the residence of each of the within named Albert McKitrick and George McKitrick the within named George H. McKitrick not found in County Fees Service $1,35 Mileage 1,20 Copy 2,40 Return 15 Total $5,10
J. J. Miller Sheriff
Summons to Shff of Franklin Co The State of Ohio Union County ss To the Sheriff of the County of Franklin Greeting
We Command you to Notify Elanor Cowgill John Cowgill & Mary A. Crew that they and others have been sued by Melissa P. Hail and others in the Court of Common Pleas of Union County and that unless they answer by the 27th day of September A D, 1879 the petition of the said Melissa P. Hail & Others against them filed in the Clerks office of said Court Such petition will be taken as true and Judgment rendered accordingly
You will make due return of this Summons on the 8th day of September A.D, 1879
Witness my hand and the Seal of said Court this 26th day of August A.D, 1879
W. M. Winget Clerk
Shffs return In action for Recovery of Real Estate returned with the Sheriff Return thereon as follows to wit
The State of Ohio Franklin County ss. Received this Writ August 27th A.D, 1879 and pursuant to its Command on the 29th day of August A.D. 1879 I served the within named defendants Elanor Cowgill John Cowgill and Mary A. Crew by delivering to each One of them personally a true and certified copy of this Original Summons with all the endorsements thereon Fee service 75 Mileage 2 qs Cop 60. Return 20
Total $3.55 Josiah Kinnear Sheriff of Franklin Co. By L. L. Legg Deputy.
On the 15th day of November 1879 the following Answer was filed with the Clerk of said Court
Melissa P. Hail et als vs Wm McKitrick et al. In Court of Common Pleas Union County Ohio Answer

The said defendants now come and for answer to the said petition of the plaintiffs filed against them say. 1st That they admit they are in possession under claim of right and title of the said lands in the petition ascribed but they deny each other allegations of said petition. Second The said defendants say the cause of action of the plaintiffs upon which this action is brought did not accrue within twenty one years next preceding the commencement of this action and say the defendants and those under whom they hold possession of said land have held open and notorious adverse possession continuously of said for more than twenty one years last past prior to the commencement of this action and therefore the plaintiffs right of action is barred by the Statute of limitations and therefor Defendants pray judgment against Plaintiff.

Robinsons & Piper & Huffman Attorneys for Defendants

The State of Ohio Union County ss. William McKitrick being duly sworn says he is one of the defendants in the above action & believes the allegations of the foregoing answer are true.

William McKitrick

Sworn to before me & Signed in my presence Nov. 15th 1879 W. M. Winget Clerk

On the 4th day of May 1880 the following Entry was made in the Journal of said which said Court.

Melissa P. Hall et als
vs
William McKitrick et als

This cause is Continued with leave to the plaintiffs to file amended petition making new parties within thirty days from the rising of the Court

On the 22d day of September 1880 the following entry was made the Journal of said Court which said Court

Melissa P. Hall et als
vs
William McKitrick et als

Court of Common Pleas Union County Ohio
This day this cause came on to be heard on the Motion of the plaintiffs asking leave to file their reply. On consideration whereof the Court does grant leave to plaintiffs to file a Reply instanter and the filed and thereupon the following answer was filed herein which in the word & figures to wit

Melissa P. Hall et als
vs
William McKitrick

Court of Common Pleas Union County. Ohio
Reply.
Now come the plaintiffs by leave of the Court and for Reply to the defendants answer Say That they deny each and every allegation contained in defendants first defense which contradicts in any manner the facts and allegations of plaintiffs petition. And they deny each and every allegation set forth in the defendants Second ground of defence

Lawrence & Mulford Attorneys for Plaintiffs

State of Ohio Union County ss David Mulford being duly sworn says that he is one of the plaintiffs in the foregoing action and that the facts and allegations in their Reply herein are true as he verily believes

David Mulford

Sworn to by the said David Mulford before me and Signed by him in my presence this 22d day of September A.D. 1880 W. M. Winget Clerk

On the 23 day of September 1880 the following Entry was made in the Journal of this Court

Melissa P. Hall et als,
vs
Wm McKitrick et als

Now came the parties herein by their Attorneys also came the following named persons as Jurors to wit

J. C. Stubert W. C. Wood Wm Howard Charles Sharp John Horney Samuel Sherwood Henry Marriott A. Sager D. T. Elliott Joseph Roff & J. J. Smith regular Jurors and Hamilton Blue talesmen Jurors who were duly empannelled and sworn according to law and the trial proceeded the said jury having heard the testimony adduced in part said cause was continued until tomorrow morning at half past Eight Oclock

On the 24th day of September 1880 the following Entry was made in the said Journal to wit

Melissa R Hall et als
vs
William McKitrick et als

This day again came the said parties by their Attorneys and also came the Jury heretofore empannelled and Sworn and The trial proceeded. And the said Jury having heard the remaining testimony the arguments and charge of the court retired to their room in charge of the Sheriff for deliberation and now come the said Jury into Open Court with their verdict in writing signed by their foreman and Say We the jury in this case being duly impannelled and Sworn do find and Say that we find for the defendants

Wm Howard Foreman

And on the 13th day of October 1880 the following Entry was also made in the Journal of said Court to wit

Melissa R Hall et als,
vs
Wm McKitrick et als

This day came on this cause to be further heard by the Court on on the Motion for Judgment on the verdict rendered in this cause Whereupon it is considered ordered and adjudged by the Court that the defendants go hence without day and recover of the plaintiffs their costs herein expended taxed to $

W. M. Winget Clerk

Pleas before his Honor John L Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 16th day of September 1880. Heretofore on the 18th day of December 1878 The following Petition was filed with the Clerk of said Court which reads to wit

Wendall Helfrich Plaintiff
against
William W Bailes Administrator of William Bailes Defendant

Court of Common Pleas Union County Ohio Petition.

3166

Petition

The said Wendall Helfrich plaintiff Complains of the said William W. Bailes Administrator of the estate of the said William Bailes Defendant. For that the said William Bailes in his lifetime on the 5th day of October A.D. 1876 at Galion Ohio made his certain promissory note in writing to Franklin McBride and there & there delivered the same to Franklin McBride and thereby promised to pay to the said Franklin McBride the Sum of One Hundred Dollars the 20th day of June 1877 which period has since elapsed and the said Franklin McBride did then and there to wit on the 30th day of December A.D. 1876 indorse and deliver said promisory Note to the said plaintiff.

And the said plaintiff saith that after the making of said promisory note and before the commencement of this Action the said William Bailes departed this life intestate And the said defendant was duly appointed Administrator of the Estate of the said William Bailes.

And said plaintiff further saith that after the appointment & qualification of said William Bailes as Administrator to wit on the day of A.D. 187 and before the commencement of this Action the said plaintiff presented said Claim to the said William W. Bailes as such Administrator & requested him to allow the same as a valid claim against said Estate But the said defendant refused to allow the same as a valid claim against said Estate and wholly neglected the same. Yet the said William Bailes did not in his lifetime pay nor hath the said Defendant since his decease paid said Sum of money or any part thereof to the said plaintiff

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Therefore the said plaintiff prays judgment against the said defendant as such Administrator for the Sum of One Hundred Dollars together with interest thereon from the 26th day of June A.D. 1877 to be levied and paid out of the Estate of the said William Bates in the hands of the said defendant to be administered.

Shields & DeGalley Plaintiffs Attorneys

First — State of Ohio Crawford County ss} And then Wendall Helfrich Plaintiff in the aforesaid action being first duly Sworn deposeth and saith that the several matters and things set forth in the above petition are according to the best of his knowledge information and belief true in substance and in fact. Wendall W. Helfrich

Subscribed in my presence and Sworn to before me this 16th day of December A.D. 1878 W. J. Goshorn Notary Public

Copy of note & Endorsements — $100.00 For value received I will pay Franklin McBride One Hundred Dollars the 20th day of June 1877 with 5th 1876 William Bates

Endorsed as follows Dec. 30 1876 For value received I hereby assign Transfer and Set over to Wendall Helfrich the whole of the within note Franklin McBride

Dec. 17th 1878 This Claim rejected Wm W. Bates Administrator of the Estate of William Bates

Recipe — To. Clerk Common Pleas Union Co. Ohio. Issue Summons in the above cause for the said Bates directed to Sheriff of said County of Union and endorse on Summons.

The Plaintiff claims One Hundred Dollars and interest from the 20th day of June A.D. 1877 1877 at 6%

Shields & DeGalley Atty for Plff

I am good for cost. C. S. Chapman

And thereupon the following writ was issued by the Clerk of the Court which reads to wit.

The State of Ohio Union County ss} To the Sheriff of the County Greeting.

We Command you to notify William W. Bates Administrator of William Bates dec'd that he has been sued by Wendall Helfrich in the Court of Common Pleas of Union County and that unless he answer by the 18th day of January A.D. 1879 the petition of said Wendall Helfrich against him filed in the Clerks office of said Court Such petition will be taken as true and Judgment rendered accordingly

You will make due return of this Summons on the 30th day of December A.D. 1878

Witnes my hand and the Seal of said Court this 18th day of December A.D. 1878 W. M. Winget Clerk

Endorsed "Money Only Amount claimed $100.00 and interest as follows On $100.00 from June 20th 1877

Sheriffs Return. The State of Ohio Union County ss Received this writ 21st Dec. A.D. 1878 at 2 O'clock P.M. And pursuant to its command Served the Same December 27th 1878 by leaving a certified Copy thereof with the endorsements thereon at the residence of William W. Bates Tus Servs 35 mileage 110 Cop 20 Return 15 Total $1.80

J. J. Miller Sheriff By Dyer Reed Dept.

On the 18th day of January 1879 Answer of Defendant was filed herein which reads to wit

3166

Wendall Helfrich Plaintiff
vs
William W. Bates Administrator
of William Bates Defendant

Union County Common Pleas

Answer.

Answer — The defendant now comes and for answer to the petition of plaintiff Says. That he denies that he as Administrator of the Estate of William Bates Decd. is indebted in any Sum whatever upon the cause of action Set forth in plaintiff's petition.

This defendant further answering says that previous to the 9th day of April 1878 the plaintiff filed his Bill of particulars upon the instrument Set forth in plaintiffs petition with A.T. Herd Justice of the peace in & for Champaign County Ohio and that thereupon a Summons was issued and Served upon the said Williams Bates. In pursuance of its command to the previous Order of said Justice of the Peace the said William Bates appeared before

the said Justice of the peace with his Attorneys at the time mentioned in said Summons on April 9th 1878 at One P.M. and at the time filed his bill of particulars setting up Set Off and Counter claim and a trial was had between the parties the said plaintiff and said William Bales. Upon the hearing by said Justice of the Peace. Said Justice of the Peace made a finding upon his docket of his Conclusions in the matter and rendered Judgment against the plaintiff in said action being the plaintiff herein for costs.

Defts answer

This defendant further say that said Judgment still exists in full force on the Docket of the said Justice of the Peace or his Successor in Office and has never been Set aside or opened up. Thereupon this defendant says that he ought to go hence without day and recover his costs of said plaintiff.

This defendant further States that by reason of the trial heretofore had upon said note Set forth in said petition and the Judgment of said Justice of the Peace thereon the said note is of no force or validity or value against any body or in favor of any body. This defendant therefore asks that the note Set out in plaintiffs petition may be surrendered up to this Court for Cancellation and that it may be Canceled by Order and decree of this Court

Hamilton & Henderson & Laurence & Mulford Attys for Defts

State of Ohio Union County ss. William W. Bales being first duly Sworn according to law says that the facts Stated and allegations contained in the foregoing Answer are true as he verily believes

(jurat)

Wm. W. Bales

Sworn to before me by William W. Bales & by him Subscribed in my presence this 18th day of January A.D. 1877 W. M. Winget Clerk

On the 31st day of January 1879 the following Reply was filed with the said Clerk to wit

Wendel Helfrich Plaintiff
Against
William W. Bales Administrator
of William Bales deceased Defts

Court of Common Pleas Union County Ohio

Reply.

Reply

And now comes the said Wendel Helfrich Plaintiff and for Reply to said Answer of William W. Bales defendant aforesaid says that the said defendant as administrator of William Bales is indebted to him upon a certain promissory heretofore described in plaintiffs petition in the Sum of One hundred Dollars and interest from the 20th day of June A.D. 1877 at Six per cent per annum.

2d For Reply to defendants Second Cause in Answer the plaintiff denies each and every allegation except that prior to the 9th day of April A.D. 1878 the plaintiff filed his bill of particulars ("being the promissory as set forth in plaintiffs petition") that there was a Summons issued in the same and Served on the said defendant William Bales deceased.

Plaintiff denies that said trial was set for the ninth day of April A.D. 1878 But avers that said trial was set for the nineteenth day of April A.D. 1878 at One Oclock P.M. That upon the said nineteenth day of April A.D. 1878 said plaintiff with his witness and Attorney proceeded to the office of said A.N. Hord the said Justice of the aforesaid in the County of Champaign in the State of Ohio.

And was then and there informed by said Justice of the Peace A.N. Hord aforesaid that said trial was had in the said case of Wendel Helfrich against William Bales on the ninth day of April A.D. 1878 and that Judgment been rendered against him for the Sum of Five dollars and costs whereupon the said plaintiff then and there filed his Motion to Set aside said Judgment and asked for a rehearing of the case which Motion after being argued by counsel

was Sustained by Said Justice of the Peace aforesaid. And Said cause was Set for hearing on Said Docket of said Justice of the Peace for 11th day of May A.D, 1878 at one o'clock P. M. Said plaintiff further says that after the Sustaining Said motion for Said rehearing and the reassignment of said cause for trial and before the day Set for Said rehearing He the Said plaintiff dismissed Said cause without prejudice to a new action upon the Same Subject matter, and all costs made plaintiff paid Wherefore Plaintiff prays Judgment against the Said William W. Bales as Administrator of William Bales deceased for One Hundred dollars & interest on the Same from the 20th day of June A.D, 1877 and for costs.

B. A. Shilds Atty for Plff.

State of Ohio Crawford County ss. Wendel Helfrich plaintiff being first duly sworn according to law Says that the Several matters and things Set forth in the Reply are according to the best of his Knowledge information and belief true in Substance and in fact

Wendel Helfrich

Affidavit

Sworn to by the Said Wendel Helfrich and by him Subscribed in my presence this 31st day of January A.D, 1879 W. A. Goshorn Notary Public

$2.25

On the 6th day of January 1880 an amended Reply was filed herein which reads as follows to wit

Wendall Helfrich Plff } Union County Ohio Court of Common Pleas
vs } Reply
Wm W. Bales Adm &c } The plaintiff for Reply to defendants Answer Says he admits a Suit was brought on Said note as alleged in Said Answer and

Amended Reply

Says the full & true record in Said action is Set forth in the transcript here to attached and plaintiffs Said Judgment was rendred by Said Justice against for costs & not upon the merits of the Said cause of action as alleged in Said Answer and the Said plaintiffs cause of action is not barred thereby and therefore he prays Judgment as he did in his petition Robinson & Piper Attys for Plff.

The State of Ohio Union County ss. J. W. Robinson being duly sworn Says the plaintiff is not a resident of Union County Ohio & is absent therefrom & he believes the allegations of the foregoing Reply to be true and he is one of the Attys of Plaintiff in this case

Affidavit

J. W. Robinson

Sworn to before me and Signed in my presence this 20th of Dec. 1879
J. K. Kinkade Notary Public in & for Union Co. O

On the 20th of January 1880 the following Entry was made in the Journal of Said Court to wit

3166 Wendal Helfrich } This day this cause came on for hearing upon the
vs } general Demurer to the petition and Same being argued
William W. Bales Adm, } by Counsel and the Court being fully advised in the premises
of William Bales } does Sustain Said demurr.

Entry

Both parties asked and obtained leave to with draw from the files all pleadings Except the petition and Said Demurer thereto and the plaintiff obtained leave to amend his petition within thirty days from this date Janry 20th 1880

On the 3d day of may 1880 the following Entry was made in the Journal of Said Court to wit,

3166 Wendal Helfrich Plaintiff } This day came the parties by their Attorneys and this cause
vs } came on to be heard upon motion by plaintiff for leave to file
William W. Bales Adm &c Deft } an amended petition in this case on consideration whereof and the Court being

Entry

fully advised in the premises Sustain Said Motion granting Such leave and petition then filed and the defendant asked & obtained leave to file pleadings within 30 days from rising of the Court and cause Continued

On the 3d day of January 1880 the amended petition of Plaintiff was filed herein which reads to wit

3166

Wendel Helfrich Plaintiff
vs
William W. Bales Admr. of
Estate of William Bales decd Deft

Court of Common Pleas Union County Ohio.
Amended Petition.

Amended Petition

And now comes the plaintiff Wendall Helfrich and by leave of the Court files his amended petition herein and says that on or about the day of A.D. 187- William Bales died and that on the day of 187- the William W. Bales was duly appointed and qualified & Letters were granted to him as the Administrator of the Estate of said William Bales deceased by the Probate Court of Union County in the State of Ohio.

That during the lifetime of the said William Bales to wit on the 5th day of October A.D. 1876 he executed and delivered to one Franklin McBride his certain promissy note of that date which said note is the foundation of this action & of which the following is a true copy

"For value received I will pay Franklin McBride One Hundred Dollars the 20th day of
"June 1877. Oct. 5th 1876 William Bales

On said Note appears the following endorsement "December 30th 1876
"For value received I herby assign transfer and set over to Wendel Helfrich the whole
"of the within note Franklin McBride"

Plaintiff says he received the said note in the ordinary course of business before due and paid therefor a valuable and full Consideration and that he is now the owner and holder of said note. That on the 17th day of December 1878 this plaintiff presented said note to the Defendant William W. Bales as Administrator of the Estate of William Bales for acceptance as a just claim against said Estate and payment that said William Bales made the following endorsement on said Note
"Dec. 17. 1878 this claim rejected Wm. W. Bales Administrator of the Estate of Wm. Bales"
There is due and remaining unpaid on said note the sum of $100.00 with interest at 6 per cent per annum from the 20th day of June 1877.

Plaintiff therefor prays judgment against the said William W. Bales as Admr. of the estate of William Bales deceased for said Sum of $100. with interest from the 20th day of June A.D. 1877 Robinson & Piper Attys for Plaintiff

State of Ohio Union County ss L Piper being duly Sworn according to Law Sayshe is one of the Attorneys of the said Wendel Helfrich duly authorized in the premises that said Wendel Helfrich is a nonresident of the said County of Union know absent therefrom and that facts stated and allegations in the foregoing pleading of said Wendel Helfrich are as affiant believes true

Jurat

L. Piper

Sworn to before me by L Piper and by him subscribed in my presence this 26th day of April A.D. 1880 W. M. Winget Clerk

On the 30th day of August 1880 the Defendant filed his answer herein which reads to wit

3166

Wendel Helfrich Plaintiff
vs
William W. Bales Admr. of Estate
of William Bales deceased Defendant

Court of Common Pleas Union County Ohio
Answer to Amended Petition of Plaintiff.

Answer to amended Petition

The defendant now comes and for his answer to the petitions of plaintiff Says,

That he denies that he as Administrator of the estate of William Bales deceased is indebted to the plaintiff upon the cause of action set forth in his amended petition in the sum of One Hundred Dollars with interest at six per cent per annum from the 20th day of June A.D. 1877 or in any other sum whatever.

This defendant further answering Says that on or about the 5th day of March 1878 the plaintiff in this action filed his bill of particulars upon the instrument set forth in his

Reply

Cause

Amended petition filed herein against William Bales in his life time with one A. D. Hord at the time a duly qualified and acting justice of the peace in and for Champaign County Ohio and thereupon a Summons returnable on the 9th day of March A.D. 1878 was duly issued by said Justice of the Peace and Served upon the said William Bales.

On the said date of March 9th 1878 at the hour on said day at which said writ was returnable the said cause was by the consent and agreement of plaintiff and defendant therein continued and adjourned until the 9th day of April 1878 at one o'clock P.M. of said day at which time pursuant to said adjournment the defendant William Bales appeared in person and by his Attorney and demanded of said Justice of the peace a trial upon the merits of the Issue joined by between the plaintiff and defendant in said action.

The defendant at that hour filed his bill of particulars in said action setting up against the plaintiff Set off and Counter claim in the Amount of one hundred & five dollars

In pursuance of said adjournment and the defendant a trial was had between the plaintiff herein and the said William Bales upon the merit of plaintiff's claims in his bill of particulars and upon the merits of defendants William Bales counter claim and Set off before mentioned and upon the Issue joined between the parties and on said trial witnesses were Sworn & examined

Upon the hearing of said trial on the evidence therein produced the said Justice of the Peace made an Entry upon his docket of his conclusions in the matters in controversy & rendered judgment against the plaintiff in said action being the plaintiff herein for costs.

The said judgment of the said Justice of the Peace still exists in full force on the docket of said Justice of the Peace or his successors in office and has never been set aside or opened up

This defendant further states that by reason of the trial heretofore had upon said instrument in plaintiffs petition and Amended petition Set forth and of the said judgment of the said Justice of the Peace on said instrument the said instrument is of no force a validity or value in favor of the plaintiff or against this defendant and that all claims and demands arising on or out of said instrument have heretofore been fully Settled and adjusted as hereinbefore described

To leave this said instrument Outstanding would be to Subject this defendant to unjust troublesome and vexatious litigations

This defendant therefore prays that having fully answered he may go hence without day & recover his costs of the plaintiff and he further prays that this Court will decree & Order the said instrument Set out in plaintiffs petition and amended petition be surrendered up to this Court by plaintiff for Cancellation and that the same may be cancelled and annulled by its Order & decree and he asks for all proper relief

M. D. Lawrence. Hamilton & Henderson Attys for Defendant

State of Ohio Union County ss } Wm W Bales being by me first duly Sworn according to Law Says that the facts Stated and allegations contained in his foregoing answer are true as he verily believes

Wm W. Bales

Sworn to before me by Wm W. Bales and by him Subscribed in my presence this 30th day of August 1880

W. M. Winget Clerk

On the 13th day of September 1880 the following Reply was filed herein which reads in the words to wit

Wendell Helfrich } Court of Common Pleas Union County Ohio
vs } Reply to Answer to Amended Petition.
William Bales }

The plaintiff for Reply to the Answer to the plaintiffs amended Petition Says he does not deny but admits that Suit was brought as said cause of action before a Justice of the Peace as alleged in said Amended Answer but the other allegations of said Answer are hereby denied by plaintiff who Says he was not present when said cause came on for hearing and said cause was not decided on its merits & no Judgment was rendered on said cause of action but was dismissed with Judgement for costs against said plaintiffs as will appear by the Transcript of said

proceedings which is hereto attached and Shows the action of said Justice of the Peace in the premises. Wherefor plaintiff prays Judgement as he asks in his petition

Robinson & Piper Attys for Plff

Jurat — The State of Ohio Union County ss J. W. Robinson being duly sworn deposes and says he is one of the Attys for Plff & the plff is not a resident of this County and he belives the allegations of the foregoing Reply are true. J. W. Robinson
Sworn to before me & Signed in my presence this 14th day September, 1880

W. M. Winget Clerk

And On the 16th day September 1880 the following Entry was made in the Journal of said Court

3166 — Wendell Helfrich vs Wm W. Bales administrator of the Estate of Wm Bales dec'd

Now came the parties to this cause in person and by Attorneys and Submitted this cause to the Court having waived a Jury. Whereupon the Court find for the Plaintiff upon the issues joined between the parties and that there due Plaintiff from the estate of Wm Bales deceased on the paper contract discribed in plaintiffs petition the Sum of One hundred dollars with interest from June 20th 1877 amounting principal and interest to the Sum of One hundred & nineteen dollars

Entry & Decree — It is therefore Considered and Adjudged by the Court that the plaintiff recover of of the defendant as administrator of the Estate of Wm Bales dec'd the said Sum and that said defendant as such Administrator allow said claim as a valid claim against said Estate and that plaintiff recover of defendant as Administrator the costs herein expended taxed to $

W. M. Winget Clerk

Pleas before the Honorable John L. Porter Judge at a Court of Common Pleas began and held at the Court House in the Village of Marysville within & for the County of Union in the State of Ohio on the 15th day of October 1880. Heretofore on the 17th day of April A.D. 1880 the following Petition was filed with the Clerk of said Court to wit.

3617 — H. C. Hoskins vs Samuel Scott Moore Isabel Scott Nancy Johns The unknown heirs of Thomas Barcus The unknown heirs of William Barcus The unknown heirs of George Barcus The unknown heirs of John Barcus Mary Cluggage Keziah Hunt Isabel Gandy Samuel Barcus Jesse Barcus Jacob Barcus and Lidy Barcus the unknown heirs of Richard Barcus

Petition to Quiet Title

State of Ohio Union County ss

The Plaintiff says that he is the owner and in possession of the following described Real Estate situate in said County of Union to wit

3619 — Being about fifty acres and of the following described premises Being part of Lot No. 2 in Survy No. 3696 beginning at a stake in Bokes creek witness a Box elder and Sugar tree on the South and two Lynns on the North South of the Creek North side of the creek Northwesterly corner to Lot No. 1 Sold to McAllister thence up the Creek with the meanders thereof N 46° W. 14 poles N 29 W 22 poles N 61 W. 22 poles N 10 E. 16 poles N 45 W. 8 poles N 3 E 22 W 34 poles N 18 W 10 poles N 65 W 38 poles N 30 W. 7 poles to a Sycamore on the South and Sugar tree on the north side of the creek thence S 7° 50' W. to the center of the Bellefontaine Road thence with said road to McCallis line of Lot No 1. Thence with said line N 7° 50' E to the beginning containing

Jural Entry & Order for Publication

One Hundred and fifty seven acres more or less. The plaintiff further says that he received said premises by deed of general Warranty from of John McCombs who was the owner in his lifetime that said John McCombs in his lifetime Executed and delivered to one Barcus who was the father of some of the defendants a Mortgage deed of the date of Sept. 1851 covering all of said premises and which Mortgage deed was for the sum of Eighteen hundred & fifty dollars and it was provided in said Mortgage that when said Money was paid then said Mortage was to be Void and of no effect. Said Mortgage was filed filed for Record September 4. 1851 and was recorded Sept. 5. 1851 in Book No 1. page 132-133 of the Records of said County of Union The plaintiff further says that after the said Mortgage was recorded the said John McCombs paid ~~to~~ the full amount of the Money secured thereby and both said parties being fully satisfied said Barcus delivered to said McCombs the said Mortgage but neglected to enter on the same or on the said Record a cancellation of said Mortgage. The said John McCombs has had and held said Mortgage in his own possession for more than 21 years and it has been more than 21 years since said McCombs paid the said Mortgage in full

The said plaintiff says after receiving payment in full of the Money due upon said Mortgage and after he had delivered the same to the said McCombs the said Barcus departed this life leaving his children 1st Fanny Scott a daughter who afterwards died leaving Moore Samuel Scott and Phebe Scott her children and only heirs at Law intestate said Moore and Samuel Scott reside in Union County and the said Isabel's place of residence is unknown.

2d Said Barcus left Thomas Barcus. William Barcus. Geroge Barcus. Rachel Barcus John Barcus who have each since died intestate and their heirs are unknown to the plaintiff

3d The said Thomas Barcus Mortgagee also left Nancy Johns who lives in Iowa Mary Bluggage who lives in Indiana. Nezia Hunt who lives in Union County Ohio Isabel Ganay whose residence is unknown. Samuel Barcus whose residence is not Known Jesse Barcus residence not Known Jacob Barcus residence not known

The plaintiff says that by reason of the said Mortgage not being cancelled on the Record it leaves a cloud upon his title and disquits his estate & injures the sale thereof

Wherefore plaintiff prays that all said defendants may be duly notified of the filing and pendency hereof and that a hearing may had hereon and upon said hearing that all of the said defendants may be required to release by quitclaim deed said Mortgage and that said Mortgage may be found to have been paid and be cancelled by order of the Court and the cloud removed from plaintiffs title and his estate and possession quieted and for all proper relief

Cameron & Benton Attys for Plaintiff

State of Ohio Union County ss H. C. Hoskins being first duly sworn deposes & says that the facts stated and allegations made in his foregoing petition are true as he verily believes H. C. Hoskins

Sworn to before me ~~and~~ by said H. C. Hoskins and signed in my presence this 17th day of April 1880 W. M. Winget Clerk

Jural Entry

On the 7th day of June 1880 the following entry was made in the Journal of said Court to wit,

Order for Publication

H. C. Hoskins } Civil Action no. 3619
vs } This day came the Plaintiff and on his motion and it appearing from
Samuel Scott et al } the affidavit annexed to the petition that the names and residences
of the heirs of said Thomas Barcus. William Barcus Gurge Barcus
John Barcus. Richard Barcus are wholly unknown to the said Plaintiff it is ordered that as to them Service be made by publication for Six consecutive weeks in the manner prescribed by Statute in case of nonresident Defendants

Over

Afterwards the following Summons was issued by the Clerk of said Court to Wit
The State of Ohio Union County ss} To the Sheriff of the County of Union Greeting
We Command You to Notify Mrs. Moore Samuel Scott and Nezieh Hunt
that they have been Sued by H. C. Hoskins in the Court of Common Pleas of Union County and
unless they answer by the 28th day of August A.D. 1880 the petition of the said H.C. Hoskins against
them filed in the Clerks office of said Court Such petition will be taken as true and
Judgment rendered accordingly. You will make due return of this Summons
Jurat on the 9th day of August A.D. 1880
Witness My hand and the Seal of said Court this 28th day of
July A.D. 1880 W. M. Wingit Clerk
Summons returned & filed August 9. 1880 Endorsed by the Sheriff as follows to wit
The State of Ohio Union County ss} Received this writ July 29th A.D. 1880 at 8 o'clock P.M.
And pursuant to its command Served the same by delivering a certified copy thereof
Sheffs return with the endorsements thereon to the within Nancy A. Moore and Samuel Scott July 30th
1880. and to the within named Neziah Hunt August 4th 1880 Fees Service 75 Mileage 1.20
Cop 75 Total $ 2.70 J. J. Miller Sheriff
On the 14th day of September 1880 the following notice & proof of publication was filed herein to Wit
Notice. The unknown heirs of Thomas Barcus. William Barcus. George Barcus John Barcus
and Richard Barcus also Isabel Scott Isabel Gandy Samuel Barcus Jesse Barcus and
Jacob Barcus whose residence is not Known Also Nancy Johns who lives in Iowa Mary
Bluggage who lives in India will each take notice that H. C. Hoskins of the County of
Proof of Union and State of Ohio did on the 17th day of April 1880 file his petition in the Court
of Common Pleas within and for said County of Union against & Other defendants setting
Publication forth that the defendants are the heirs of Samuel Barcus deceased that in his life
time the said Samuel Barcus held a Mortgage executed by John McCombs to him on
the Real Estate hereafter described That said Mortgage was recorded in Book No 1. page 132-133 of the
Records of said County. That said John McCombs fully paid said Mortgage and took and had the
same in his possession for more than twenty one years before the filing of the petition. That said
Samuel Barcus when he received the pay for said Mortgage did not Cancel the same and the
same though paid is still uncanceled upon said Record and is a claim upon said premises
That the plaintiff is the owner and in possession of said premises and is disquieted in his title by reason
of said Mortgage not being canceled. The object and prayer of said petition is to have said
Mortgage canceled by order of said Court and the title of the plaintiff quieted.
The defendants are to answer said petition on or before the third Saturday after the 25th
day of August 1880. Said premises are described as follows. Part of Lot No. 2 in Survey 3696
beginning at a Stake in Bokes Creek witness a box elder & Sugar on the South & two Lynns on
the north side of the creek North westerly corner to Lot No. 1 Sold to McAllister thence up
the creek with the meanders thereof N 46 W 14 poles. N. 29 W 22 poles N 61 W. 22 pols N 10° E 16 poles
N 45 W 8 poles N 3° E 22 poles W 31 poles N. 18 W 10 poles N 65 W. 38 N 30 W. 7 poles to a Sycamore
on the South bank and Sugar tree on the north side of the creek thence S 7 40' W to the center
of the Bellefontaine road thence with said road to McAllister's line of Lot No 1. thence with said
line N 7° 50' E to the beginning. Situate in the County of Union and State of Ohio
July 21. '80-6w pf $21 Cameron & Benton Attys for Plaintiffs
The State of Ohio Union County ss} The undersigned being duly Sworn says that the annexed notice
was published for Six Consecutive weeks in the "Marysville Tribune" a newspaper of general
Jurat circulation in the County of Union the first publication beginning with July 21. 1880
J. K. Shearer
Sworn to and Subscribed before me this 14th day of September 1880
W. M. Wingit Clerk

3619 On the 15th a
H. C. Hoskin
vs
Samuel S
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2677 v
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Andrew K
Mortgage

On the 15th day of October 1880 the following Entry was made in the Journal of said Court which reads to wit

H. C. Hoskins

3619 vs } This day came the plaintiff by his Attorneys and thereupon this cause
Samuel Scott et als } came on to be heard upon the Petition and exhibits the defendants being
in default for Answer or demurr. The Court being fully advised in the premises
do find that due notice of the filing and pendency of this suit has been given to the defendants
Entry & Decree according to law and the Court do further find that the facts stated and allegations
made in plaintiffs petition are true and that the Mortgage mentioned therein has been fully
paid and ought to be canceled from the record and the plaintiff quited in his title.
It is therefore ordered and adjudged that if the defendants fail for 3 days from this
date to cancel said Mortgage then that this decree operate as such cancellation.
And it is Ordered that said Mortgage be and the same is hereby canceled and wholly
released from the record and the title of the plaintiff quited and put to rest.
And it is further Ordered that the plaintiff pay the Costs herein

Attest W. M. Wright Clerk

Plea before his Honor John L. Porter Judge at a Court of Common Pleas begun
and held at the Court House in Marysville within and for the County of Union
on the 4th day of February 1879 the following Petition was
filed with the Clerk of said Court which reads in the words & figures as follows to wit

Albert Clark Plaintiff

2677 vs } In Union County Common Pleas Petition
Mary A. Roberts & } The said Plaintiff respectfully represents that on the first day of
O. B. Roberts Defts. } September 1874 the said defendants executed and delivered to the
Plaintiff their certain promisory notes of which the following are true
Petition Copies Viz: First note "$510 Marysville O. Sept. 1 1874 On or before September 1. 1877 I promise
to pay to the Order of Albert Clark Five Hundred and ten Dollars for value received with
Six per cent interest from date S Signed Mary A. Roberts O. B. Roberts"
Second note. Marysville O Sept. 1. 1874 On or before December 1. 1878 I promise to pay
to the Order of Albert Clark Five hundred and ten Dollars for value received with
Six per cent interest from date Signed Mary A. Roberts, O. B. Roberts
On the first mentioned note there is the following indorsements December the 15. 1877
Paid on the within note One hundred and twenty two Dollars. There no other indorsements
Or payments on Either of said notes. The said Defendants on the 1st day of September
1874 to secure the payment of said notes Executed and delivered to the plaintiff their
Mortgage deed of that date and thereby Conveyed to the plaintiff his heirs and Assigns
The following described real estate Situate in the County of Union and State of Ohio
and bound and described as follows. Part of Survey No. 6031 Beginning at a Stake in
in the South side of said Survey near a hickory and Elm marked as begining trees in
the County line between Union and Delaware Counties thence with said County line
N 4 W 153½ poles to a Stake in said County line near a pin Oak and Bur Oak thence
S 80½ W 132 poles to a stake common corner to lots No. 10-11-15 & 16 in the Subdivision of
the Survey thence S 6½ E 150½ poles to a stake in one of the Original named lines near an
Elm and Black ash thence N 81½ E 125½ poles to the place of beginning estimated to contain
121 155/160 Acres being to no 10 of the Subdivision of said Survey. Excepting 21 acres heretofore
Conveyed by Jacob Frank & wife to Benjamin Foulk. Except also 23½ acres conveyed to
Andrew Riddle by Jacob Foulk and wife. The number acres conveyed to secure said
Mortgage being estimated at Seventy acres

On the 1st day of September 1874 the Plaintiff deposited the said Mortgage with the recorder of said County of Union for record and the same was thereafter recorded in the record of Mortgages for said County. The Condition of said Mortgage and was that if the above named Note and the interest thereon was paid when due then the said Mortgage to be void otherwise in full force. The condition of said mortgage is broken and the same has become absolute there is now due to the plaintiff from the Defendants upon the not first above named the sum of five hundred and ten dollars with interest thereon from the first day of September 1874 Subject to a credit of $122. of the date of the of December 15th 1877 And on the second note above named there will be due to the plaintiff from the defendants on the 1st day of December 1878 the sum of $510. with interest from September 1st 1874 no part of which has been paid. Wherefor the plaintiff asks Judgement against the said Defendant upon the said first note in the sum of Three hundred and Eighty Eight with interest for December 15th 1877 and interest on five hundred and ten dollars from September 1st 1874 to 15th 1877 and for an Order that unless said sum and interest is paid within a short day to be named by the Court Then that an Execution and Order of Sale issue to the Sheriff of said County Commanding him to appraise advertise and Sell said property and apply the proceeds of said Sale in Satisfying the Sum due upon said first note and as to the note not due such Order may be Taken and such proceedings had as may be Authorized by Law or Equity may require and for all proper relief

J. L. Cameron Attorney for Plaintiff

State of Ohio Union County ss

J. L. Cameron being first duly Sworn depose and say that I am Attorney for the said plaintiff duly authorized in the premises that said plaintiff is a non-resident of the said County of Union and now absent therefrom and that the facts Stated & Allegation made in the foregoing petition of the said Plaintiff are true as I verily believe

Jurat J. L. Cameron

Sworn to before me by said J. L. Cameron and by him Subscribed in my presence this 19th day of December 1877 W. M. Winget Clerk

Precipe Clerk Issue Summons in the above case to Sheriff of Union County returnable according to law indorse Suit for Judgement and foreclosure of Mortgage Amount claimed $388 with interest on $510 from Sept. 1. 1874 now due and also $510 with interest from Sept. 1 1874 to be due Dec. 1. 1878 J. L. Cameron

And Thereupon the following Writ of Summons was Issued by the Clerk of said Court to wit.

Summons The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting.
We Command You to Notify Mary A Roberts and O. B. Roberts that they have been Sued by Albert Clark in the Court of Common Pleas of Union County and that unless they Answer by the 19th day of January A.D. 1878 the petition of the said Albert Clark against them in the Clerks office of said Court Such petition will be taken as true and Judgement rendered accordingly
You will make due return of this Summons on the 31st day of December A.D. 1877
Witness my hand and the Seal of said Court 19th day of December A.D. 1877
W. M. Winget . Clerk

Sheffs Return Endorsed Suit for Judgement and foreclosure of Mortgage Amount of Judgement $388.- with interest on $510 from Sept. 1st 1874 now due & on $510.00 with int. from Sept. 1st 1874 to be due dec. 1st 1878 and this Summons was returned Endorsed by the Sheriff as follows to wit.
The State of Ohio Union County ss Received this December 19th A.D. and pursuant to its command Served the same December 29th 1877 By delivering to each of the within named Mary A. Roberts & O. B. Roberts a certified copy of this writ with the indorsement thereon Service 35 Mileage 130 Cops 40 return 15 = $2.60 J. F. Miller Sheriff
By S. M. Landon Deputy

And on the 2d day of February 1878 the following Answer was filed herein which reads as follows to wit

Albert Clark Plaintiff
vs
Mary A Roberts & Others Defendants
} In Court of Common Pleas Union County Ohio Answer

And now come the same defendants and for their Answer to the said plaintiffs petition say that the said plaintiff ought not to have or maintain this aforesaid action against them because that they say that on the 15th day of December A D 1877 the said plaintiff entered into an agreement with the said defendants by which in consideration of the payment of the same of $122.00 in the said notes set forth in said petition and the agreement by defendants to pay interest on the said notes at the rate of Eight per cent per annum from said date the said plaintiff agreed to wait on defendants for the payment of said notes and to defer and extend the time of payment of the same until the defendants could make collection of a certain mortgage note given by one Jonathan Culver and then in suit in the Court of Common Pleas of Delaware County Ohio and thereupon defendants paid plaintiff $122.00 on said date and agreed to pay eight percent interest thereon and plaintiff accepted the same and agreed to extend the time of the payment of said notes and interest until the determination of said suit and until defendants could make collection of the said notes and the defendants say that said cause cannot be heard & determined until the April term A D. 1878 of the Court of Common Pleas of said County of Delaware Ohio. Wherefor defendants to be hence dismissed with their costs herein expended

Answer

By Reid and Powell Defendants Attorneys

The State of Ohio Delaware County ss} Oliver B. Roberts one of the above named defendants being first duly sworn upon his says that the facts stated and allegations in the above pleading are true as he believes O. B. Roberts

Jurat

Sworn to by the said Oliver B. Roberts before me and by him subscribed in my presence this 24th day of January A D, 1878

J. S. Gill Notary Public within & for Delaware County Ohio notary fee 40 cts not paid

On the 9th day of February 1878 the following Entry was made in the Journal of said Court to wit

Albert Clark
vs
Mary A. Roberts et al
} 2677

This day came this cause on to be heard upon the motion of the said plaintiff to require the said defendants to make their Answer more definite and certain in the manner in said motion stated and was argued by Counsel and on consideration the Court being fully advised in the premises do sustain said motion — Thereupon said defendants ask and have leave to file an amended Answer herein by Saturday the 16th day of February 1878.

Entry

Afterwards on the 2d 1878 the following Reply of Plaintiff was filed herein which reads to wit

Albert Clark
vs
Mary A. Roberts et al
} 2677

In Union County Court of Common Pleas.

Reply.

The said plaintiff for Reply to the Answer of the defendant Says That he denies each and every allegation therein contained

Reply

The said plaintiff therefor prays as he has already prayed in his petition

J. L. Cameron Atty for Plff

State of Ohio Union County ss I J. L. Cameron being first duly Sworn say that I am the Attorney for the said plaintiff duly authorized in the premises. Said plaintiff is a non resident and now absent from said County of Union the facts stated and allegations made in the foregoing Reply are true as I believe

J. L. Cameron

Jurat

Sworn to before me by said J. L. Cameron and by him subscribed in my presence this 2d day of March A D, 1878

W. M. Winget Clerk

On the 2d day of March 1878 the following Entry was made in the Journal of said Court

2677

Albert Clark
vs
Mary A. Roberts et als

Entry & decree

This day came the parties by their Attorneys and thereupon this cause coming on to be heard was submitted to the Court upon the pleadings of the parties and the Evidence and was argued by Counsel On consideration whereof the Court being fully advised in the premises do find for the plaintiff on the issues joined and that defendants be ruled to the plaintiff the two notes as set forth in the petition That one of said notes was past due when this Petition was filed That the other is not yet due. The Court find there is due to the Plaintiff as principal and interest upon the note due the Sum of $488 72/100

The Court do further find that to secure the payment of said notes the defendant Executed and delivered to the plaintiff their Mortgage as in the petition described that said Mortgage was recorded as in the petition described. Land is the first and best lien upon said premises. It therefore considered and Adjudged that unless said defendants shall within One day from the Entry of this decree pay or cause to be paid the sum so as aforesaid found due and costs. the defendants equity of redemption be foreclosed and said premises shall be sold and an Order of Sale issue therefor to the Sheriff of Union County directing him to sell said premises as upon Execution and bring the proceeds into Court for further Order.

And as to the note not this cause is Continued.

Exception

To all of which ruling and Judgement of the Court in that behalf the defendant Excepts

And on the 22d day of March 1878 the following Bond was filed herein which reads to wit

Bond

Whereas Mary A. Robert and Oliver B. Roberts have institutes proceedings in the District Court of the County of Union to reverse a Judgment rendered by the Court of Common Pleas of said County at the February Term 1878 thereof for the Sum of Four Hundred & Eighty Eight & 72/100 Dollars and Dollars the cost of the action in favor of Albert Clark against the said Mary A. Roberts and Oliver B. Roberts. Now therefore We Mary A. Roberts Oliver B. Roberts and William Roberts do bond ourselves to the said Albert Clark in the Sum of Twelve Hundred Dollars that if the said Judgment shall be affirmed in whole or in part we will pay to the said Albert Clark the whole or the part of the said Judgment which may be affirmed and the costs in the District Court.

Dated this 20th day of March A.D. 1878

Mary A. Roberts
O. B. Roberts and Wm. Roberts

The execution of the above undertaking and sufficiency of the sureties therein approved by me this 22d day of March A.D. 1878

W. M. Winget Clerk of said Court of Common Pleas

On the 22d day of March 1878 the following was filed in said District Court which reads to wit

Petition in Error

Mary A Roberts and
Oliver B. Roberts Plaintiffs
vs
Albert Clark Defendant

In the District Court Union County Ohio
Petition in Error

The said Mary A. Roberts and Oliver B. Roberts plffs complain of the said Albert Clark defendant for that the said Albert Clark at the February Term A.D. 1878 of the Court of Common Pleas for said County of Union recovered a Judgement by the consideration of said Court against the said plaintiffs in a certain action then pending in said Court wherein the said Albert Clark was plaintiff and the said Mary A. Roberts and Oliver B. Roberts were defendants a copy of the record of the Judgement and proceedings in which case duly certified is hereto attached

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Exhibit A

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No 2677

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February 9th 1878 J. 10 p 501

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March 2 1878 J. 11 p 3

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marked "A" and made a part of this petition and the said plaintiffs aver that there is Error in the said record and procedings in this to wit,
1st That the ponit set forth in said petition are not Sufficient in law to maintain the aforsaid action thereof against the said plaintiffs
2d That the Court erred in Sustaining the motion of the said Albert Clark to require these plaintiffs to make their Answer more definite and certain as in said motion Stated
3d That the Court erred in requiring these plaintiffs to file an Amended Answer in said case
4th That the Court Erred in rendering Judgment in favor of said Albert Clark for the said Sum of $488 72/100 or any part there of and in giving a decree of foreclosure and Order of Sale for said premises in favor of said Albert Clark.
5th That said Judgment was given for the said Albert Clark when it Ought to have ben given for these plaintiffs according to the Law of the land
Wherefore plaintiffs pray that said Judgment and decree may be reversed and Set aside & plaintiffs restored to all things they have lost in the premises.

By Reid and Powell Plaintiffs Attorneys

Exhibit A.

The State of Ohio } In the Court of Common Pleas
Union County ss } April Term 1878
Albert Clark Plaintiff } Journal Vol. 10 page 501
against } " " 11 " 3
No 2677 Mary A. Roberts dab Defendants } Certified Copy of Journal Entry

February 9th 1878 J. 10 p 501

This day came this cause on to be heard upon the motion of said plaintiff to require the said defendants to make their answer more definite and certain in the manner in said Motion Stated and was argued by Counsel and on consideration the Court being fully advised in the premises do Sustain said Motion. Thereupon said defendants ask and have leave to file an amended answer herein by Saturday the 16th day of February 1878

March 2d 1878 J. 11 p 3.

This day came the parties by their Attorneys and thereupon this cause coming on to be heard was Submitted to the Court upon the pleadings of the parties and the ordinca and was argued by Counsel. On consideration whereof the Court being duly advised in the premises do find for the plaintiff on the issues joined and that the defendants Executed to the plaintiff the two notes as set forth in the petition That one of said notes was past due when the petition was filed. That the other is not yet due. The Court find there is due to the plaintiff as principal and interest upon the note due the Sum of $488.72. The Court do further find that to Secure the payment of said Notes the defendants Executed and delivered to the plaintiff their Mortgage as in the petition discribed that said Mortgage was recorded as in the petition alleged and is the first and best lien upon said premises
It is thereupon considered and adjudged that unless said defendants Shall within one day from the Entry of this decree pay or cause to be paid the Sum So as aforesaid found due & costs the defendants Equity of redemption be foreclosed and said premises Shall be Sold and an Order of Sale issue therefor to the Sheriff of Union County directing him to sell said premises as upon Execution and bring the proceeds into Court for further Order. And as to the note not due this cause is continued. To all of which rulings and judgment of the Court in that behalf the defendants Excepts.

The State of Ohio Union County ss } I, W. Winget Clerk of the Court of Common Pleas within and for said County & in whose custody the files Journals and Records of said Court are required by the Laws of the State of Ohio are kept hereby Certify that the forgoing is taken and copied from the Journal of the proceedings of the said Court within & for said County and that said foregoing copy has been compared by me with the Original entry on said Journal and that the Same is a correct transcript thereof

Over

In Testimony Whereof I do hereto Subscribe my Name officially and affix
the Seal of Said Court at the Court House in Marysville in Said County
this 18th day of June A.D. 1878 W. M. Winget Clerk

2233 To Clerk Issue Summons in Error upon the above petition directed to the Sheriff of
Precipe of Union County Ohio returnable according to Law
Afterwards on the following Summons in Error was issued herein which reads follows to wit
The State of Ohio Union County ss} District Court of Said County.

Summons in Error

Mary A. Roberts and
Oliver B. Roberts } Plaintiff in Error
vs
Albert Clark } Defendant in Error

} To the Sheriff of Said County

You are hereby Commanded to Notify Alber named
Defendant in Error that the above named plaintiffs in Error have filed a petition in the Office
of the District Court of the State of Ohio within and for Said County asking the Reversal of
a Judgement which Said defendant in Error Obtained against Said plaintiff in
Error at the April term A.D. 1878 in the Court of Common Pleas of Said County and
that Said Judgment may be reversed
You will make due return of this Summons on or before the first day of the next term
of Said District Court
Witness My Signature and the Seal of Said District Court at
2233 Marysville in said County this 27th day of August A.D. 1878
W. M. Winget Clerk
Service of the Defendant Albert Clark is entered this 27th day of August 1878
J. L. Cameron Atty for A Clark
On the 8th day of January 1879 the following agreement was filed herein which reads to wit
Mary A. Roberts et al. Plaintiff }
vs } In District Court of Union County O. No 33
Albert Clark Defendant } This 7th day of January 1879 the parties Settled this
Agreement Cause as follows the said Mary A. Roberts and O. B. Roberts has this day
paid the amount of the Judgment rendered by the Common Pleas Court of Said County
together with the interest and costs and one half of the penalty that would a might
be allowed upon confirmation of Said Judgment and by agreement this case is
dismissed from this Court and to be redocketed in the Common Pleas Court
and no further costs made if the last note in the petition Set forth is paid
before Feby 3d 1879 if not so paid then Said Albert Clark is to take Judgment
and Order of Sale on Said last Note in the Common Pleas Court at the Coming
February Term thereof but no Execution or Order of Sale is to be Issued therof
until After April On 1879. This is the agreument of Said parties
Albert Clark By J. L. Cameron his Atty
M. A. Roberts
O. B. Roberts
On the 4th day of February 1879 the following Entry was made herein to wit
Albert Clark Plff }
2677 vs } This day came the parties by their Attorneys and
Mary A Roberts et als } thereupon this cause came on to be heard upon
Entry the petition of the plaintiff and evidence and the said defendants
being in default for demur or answer to the petition and it appearing
to the Court by the written agreement of parties filed with the papers
in this case that no further defence is desired and the being fully advised

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3733 J. S. Ro
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Petition for Partition Chloe A. M
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Entry and Judgmt

in the premises do find that there is due to the plaintiff from the said Defendants upon the second note set forth in the petition the sum principal and interest of Six hundred and forty five dollars and Eighty cents ($645\frac{80}{100}$) and the Court do further find that in the computation of interest on the former note there was an error in this the interest was only computed to the 15th day of September 1877 when it should have been computed until the 2d day of March 1878 making an error in the computation of $7.33 which sum of $7.33 the Court find still due to the plaintiff from the said defendant by reason of the error in computation making a total sum which the finds due to the plaintiff from the said defendants of Six Hundred and fifty three dollars and thirteen cents ($653\frac{13}{100}$) and which sum the Court finds is a lien upon the said premises in the petition described

It is therefore considered Ordered and decreed by the Court that the said plaintiff recover of the said defendants the said sum of $653.13) the sum so as aforesaid found due and also his costs herein Expended. And it is further Ordered decreed that unless said defendants pay said judgment and costs within thirty days from this date that an Order issue to the Sheriff of said County, Commanding him Appraise Advertise and Sell said premises according to law and apply the proceeds of said Sale to pay the said Judgment and costs and as upon Executions at Law

W. M. Wright Clerk

3733

Petition for Partition

J. S. Rodgers
vs
Clark D. Rodgers et als

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 2d day of February 1881

Heretofore on the 6th day of December 1880 the following Petition was filed with the Clerk of said Court which reads in the words following to wit.

J. S. Rodgers Plaintiff
vs
Clark D. Rodgers. Elon E. Rodgers
Chloe A. Maidlow. Charles Maidlow
and Ursula J. Rodgers Defendants

State of Ohio Union County
To the Court of Common Pleas
Petition for Partition

The said plaintiff whose full name is J. S. Rodgers says That on or about the 18th day of August A.D. 1880 One Dacon Rodgers late of said County departed this life intestate Seized in fee Simple of the following lands to wit. Situate in said County of Union and State of Ohio Bounded and described as follows Part of Surry No. 3350 Beginning at a Stone Corner to Hilderbrands land in the Hinton Mill Road. thence with the road S 87.45 E 54 2/10 poles to a Stone in said road in the line of said Dacon Rodgers. thence with Rodgers line S 10° W 129 6/10 poles to Stone Corner to Rodgers. thence S 81° 46' W 52 26/100 poles to a Stone Corner to Hilderbran thence with Hilderbrans line to the beginning containing 43 acres and being Lot No. 6 of a Subdivision of that portion of said Survey lying South of said road made by W. W Woods. - Also Situate in the Same County and State. Being part of Surry No. 3350 Virginia Military Survey Beginning at a Stake in the East original line of said Surry in the Road from Marysville to Bellpoint thence S 10 3/4 E 104 3/4 poles to a Stone Hickory & two ashes South East Original Corner to said Surry thence with another of the original lines of said Surry S 82 W 144 1/2 poles to a Stone two beeches and Sugar tree. thence N 10° W 130 1/2 poles to a Stone in the center of the above named road. thence with said S 89 E 146 1/2 poles to the place of beginning containing 106 acres The said Dacon Rodgers left Ursula J Rodgers his Widow who is Entitled to Dower in said premises. Subject to said Dower said lands descended to the following named persons only heirs at Law and legal representatives of the said Dacon Rodgers deceased in the following proportions to wit. The plaintiff who is a Son of said deceased one fourth part thereof. To said Clark D. and Elon E. Rodgers each one fourth part thereof (But

Over

the Share of the said Elon E. Rodgers is subject to an advancement made to him by the said Dacon Rodgers in his lifetime in the sum of Sixteen hundred dollars) To Chloe A Maidlow who is a daughter of said Dacon Rodgers one fourth part thereof

The Plaintiff says that he is the owner in fee Simple of the undivided one fourth part of said premises subject to said dower and also in the said advancement made to said Elon E. Rodgers

The plaintiff says said Elon E. Rodgers Clark D. Rodgers and Chloe A. Maidlow are tenants in Common with him in said premises and that the plaintiff desires to hold his interest interest in Severalty

The said plaintiff therefore prays that the said advancement of Sixteen Hundred Dollars made to said Elon A Rodgers may be brought in and that his interest in said Estate may be set off to him in Severalty and Dower may be assigned and said Estate partitioned and for all such other and further relief as is provided by Law in Such cases or Equity may require

Cameron and Benton Attys for Plaintiff

State of Ohio Union County ss

J. S. Rodgers being first duly Sworn Says the facts stated and allegations made in the foregoing petition are true as he verily believes

J. S. Rogers

Jurat — Sworn to before me by said J.S. Rogers and by him Signed in my presence this 6th day of December 1880 W. M. Winget Clerk

Precipe — J. S Rogers Plaintiff vs Clark D. Rogers defendant } Court of Common Union County

Issue Summons to Sheriff of Putnam County returnable On the 3 day of January 1881 for Chloe A. Maidlow and Charles E. Maidlow Cameron & Benton Attys for Plff

Thereupon the following Summons was issued by the Clerk of said Court to wit

Summons — The State of Ohio Union County ss. To the Sheriff of Putnam County Greeting

We command you to Notify Chloe A. Maidlow and Charles E. Maidlow that they and others have been sued by J. S. Rodgers in the Court of Common Pleas of Union County and unless they Answer by the 22d day of Jan A.D. 1881 the Petition of the said J. S. Rodgers against them filed in the Clerks office of said Court Such petition will be taken and Judgment rendered accordingly.

You will make due return of this Summons on the 3d day of Jan. A.D. 1881

Witness my hand and the Seal of said Court this 24th day of Dec. A.D. 1880

W. M. Winget Clerk

Return — The State of Ohio Putnam County ss Service acknowledged by us this 1st day of January A.D. 1881 Chas E. Maidlow Chloe A. Maidlow By C. I Lauman Atty

State of Ohio Union County ss

3733

J. S. Rodgers Plaintiff vs Clark D. Rodgers & Others Defts } To the Court of Common Pleas Action for Partition.

Waiver of Summons — We the undersigned Clark D. Rodgers Elon E. Rodgers and Ursula J. Rodgers defendants to the above case hereby waive the issuing and Service of Summons in this case and we hereby enter our appearance to this case waive all questions of time and consent to the partition as asked for in said petition of said Plaintiff

Signed by this 12 day of January 1881.

Clark D. Rogers
Ursula J. Rogers
E. G. Rogers

3733 — Entry — Part. & Down — Ordered

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On the 27th day of January 1881 the following Entry was made in the Journal of said Court to wit

3733

J. S. Rodgers vs Clark D. Rodgers et al

Now come the plaintiff herein by his attorney and his Petition thereupon coming on to be heard the Court find that all of the defendants have had due and legal notice of the pending of the said petition and that are in default for answer and demurr and that the said petition is thereby confessed by them to be true thereupon the Court find that said Ersula J. Rodgers widow of the said Dacon Rogers is entitled to Dower in the premises in the petition described and that in his lifetime said Dacon Rodgers made to said Elon E. Rodgers an advancement in land of the value of Sixteen hundred dollars which by the admission and consent of said Elon E. Rodgers is ordered by the Court to be brought in and made part of the said Estate, the Court further find that after said advancement is brought in and made part of said Estate said plaintiff J. S. Rodgers is seized in fee simple and has a legal right to the undivided One fourth part of the said Estate and that Clark D. Rodgers Chloe A. Maidlow and Elon E. Rodgers have each one fourth part of said Estate subject to said Dower and that said plaintiff is entitled to have partition made of said premises And no reason appearing why partition should not be made.

Entry Part. & Dower ordered

It is therefor Ordered Adjudged and decreed that said Ersula J. Rogers be endowed of One full equal third part of said premises and that Subject thereto Partition of said Estate be made and that an Order issue to the Sheriff of the said County of Union commanding him that by the oaths of Luther Liggett Anson Baughman and George Weaver three judicious and disinterested freeholders of the vicinity who are not akin of either party who are hereby appointed Commissioners for that purpose he set off and asign such dower to the said Ersula J. Rogers according to law and that by the like oaths of the said named Commissioners he cause to be set off and divided to the Plaintiff and to each of the said defendants the parts and propations of the said Estate to which they are herein before severally found entitled and of his proceedings herein the said Sheriff is Ordered to make due return without unnecessary delay.

The following Writ of Partition and Dower was thereupon issued by the Clerk of said Court to wit

The State of Ohio Union County ss To the Sheriff of said County Greeting.

We Command you that without delay by the oaths of Luther Liggett Anson Baughman and George Beecher you cause to be set off and assigned to Ersula J. Rogers widow of Dacon Rogers late of said County deceased one full equal third part of the Real Estate hereinafter described and that in like manner by the like oaths of the same men you cause Partition to be made of the following Real Estate Situate in said County of Union and State of Ohio Bounded and described as follows Part of Survey No 3350 Beginning at at a Stone corner to Hilderbrands land in the Hinton Mill road. thence with the road S 87° 45' E 54 2/10 poles to a Stone in said road in the line of said Dacon Rogers thence with Rogers line S 10° W 129 1/10 poles to a Stone corner to Rogers thence S 81 46' W 52 25/100 poles to a Stone corner to Hilderbrand. thence with Hilderbrands line to the beginning containing 43 acres and being Lot No. 6 of a Subdivision of that patien of said Survey lying South of said road Made by W. W. Woods. Also Situate in the same County and State being part of Survey No 3350 V. M. S. Beginning at a Stake in the East original line of said Survey in the road from Marysville to Bellepoint thence S 10 3/4 E 104 3/4 poles to a Stone hickory and two Ashes S. E. original corner to said Survey thence with another of the original lines of said Survey S 82° W 144 1/2 poles to a Stone two beeches & Sugar tree thence S 10° W 130 1/2 poles to a Stone in center of the road aforementioned Thence with said Road S 89° E 146 1/2 poles to the place of beginning Containing 106 acres You will take into consideration the advancement of Sixteen hundred dollars heretofore made to Elon E. Rogers and make division accordingly

Subject to said dower Estate among the persons named herein and in the
following proportions to wit To J. S. Rogers one fourth Part
To Clark D. Rogers one fourth Part
To Chloe A. Maidlow one fourth Part
To Elon E. Rogers one fourth Part,

In pursuance of an Order lately made in our Court of Common Pleas within and
for the said County of Union in a certain Petition for Partition and Dower wherein
the said J.S. Rogers was Petitioner and Clark D. Rogers Et als are respondents
and that your proceedings in the premises you distinctly certify under your hand to our
said Court forthwith. Witness name and the Seal of the Court of Common Pleas at
the Court House in Marysville this 27th day of January A.D. 1881
W. M. Winget Clerk

Sheriff's Return

As Commanded by the foregoing Writ of Partition and Dower I have Executed
the same by the Oaths of Luther Liggett Anson Baughman and George Weaver
causing Dower to be Asigned to Ursula Rogers widow of Deacon Rogers deceased
and partition to be made of the premises in said Writ described and the said
Commissioners being of the Opinion that the said premises cannot be divided without
manifest injury. I have caused the same to be appraised all of which will more fully
appear by reference to the report of the said Commissioners herewith returned
Given under my hand this 31st day of January A.D. 1881
John Hohnsack Sheriff

Commissioners Report

J. S. Rogers } Union County ss
against } Court of Common Pleas
Clark D. Rogers et al } In Partition and Dower.

According to the Command of the Writ of Partition and Dower in this
Case issued and on Call of the Sheriff of said County we the undersigned Commissioners
after being first duly Sworn and upon actual view of the premises do set off & asign
to the said Ursula J. Rogers as her Dower Estate in said lands in said petition describ
the following tract to wit Situate in the County of Union and State of Ohio and
being part of Survey No 3350 Beginning at a Stone in the East Original line of said
Survey in the Road from Marysville to Bellepoint - thence S10¾° E 104 3/5 poles to a
Stone Hickory and two ashes South east Original corner to said Survey thence with
another of the Original lines of said Survey S82° W 72 40/100 poles to a Bar post marked
as a corner thence N10¾° W 78 poles to a Stake thence N 89° W 7 poles to Stake thence
N 10° W 40 20/100 poles to the Center of said road thence S89° E 80 80/100 poles to the beginning
containing 52 acres be the same more or less.
And upon actual view of the premises we are of opinion that said lands cannot be
divided without manifest injury and we do estimate the value of the same subject
to said Dower estate at Four Thousand Five Hundred dollars ($4500) and add the
advancement of $1600 making a total Valuation of Six Thousand one hundred
Dollars ($6100) Given under our hands this 31st day of January A.D. 1881

Luther Liggett
Anson Baughman
George Weaver } Commissioners

Sheriffs fees Service 30 Mileage 80 Executing writ 120 Swearing Com. 120 = $3.50
Comrs fees Luther Liggett Com one day $1.00 Comrs 7.00
" " Anson Baughman " " " 1.00 costs on writ $10.50
" " George Weaver " " " 1.00
A. S. Mowry Surveyor " " 4.00

3733 And on
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And on the 2d day of February 1881 the following Entry was made in the Journal of said Court to wit.

3733 J. S. Rogers vs Clark D. Rogers et. als. } This day came this cause on for hearing upon the return of the Sheriff and report of the Commissioners heretofore appointed herein and on motion to confirm the same and it appearing to the Court that said Commissioners have assigned Dower in said premises to said Ersula Rogers by metes and bounds. But that said premises cannot be divided by mets and bounds without manifest injury to the value thereof. And that said Commissioners have appraised the said premises subject to said Dower at $4500oo and said advancement to said Elon E. Rogers at $1600 and the Court having carefully examined said report and proceedings find them in all respects in conformity to law do therefore approve and confirm the same And the Court find that the said advancement to said Elon E. Rogers exceeds his Share of said Estate. It is Ordered that he be excluded from any further portion thereof.

It is further Ordered and decreed that the Ersula J. Rogers have and possess the lands so assigned to her as and for her reasonable dower in said premises.

And it further appearing to the Court that the said J. S. Rogers and Clark D. Rogers has elected to take the said premises in the petition described at the appraised value thereof subject to said Dower the same are upon payment by the said J. S. Rogers and Clark D. Rogers of the said sum of $4500oo hereby adjudged to them and the Sheriff is ordered to convey said premises to them accordingly by deed in fee Simple Subject said Dower which said payments are fixed by the Court at 1/3 cash 1/3 in one year 1/3 in two years with interest on defered payments notes and interest to be secured by mortgage on said premises

It is further Ordered that the said Sheriff out of the proceeds of the said Sale pay-

First. To the Clerk of this Court the costs of this action including a Council fee of $80oo to Cameron and Benton for their Services herein taxes to $[illegible]

Second Of the residue of the proceeds of said sale to the plaintiff J. S. Rogers and said Clark D. Rogers and Chloe A. Maidlow each one third of the cash proceeds to wit the sum of $466.67 - Also to each of the said J. S. Rogers Clark D Rogers and Chloe A. Maidlow one third of the notes for defered payments & the said Sheriff may take the receipt of said J. S. Rogers and Clark D Rogers for their portion of said Estate after paying costs

Attest W. M. Winget Clerk

Pleas before the Honorable John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio on the 15th day September A.D. 1879 Heretofore on the 5th day of April 1879 the following Petition was filed with Clerk of said Court which reads in the words and following to wit,

3361 Henry Wheeler Plaintiff against Hannah Kinkade, Anna M. Chapman & Charles S. Chapman, John W. Kinkade, James F. Kinkade and Drusilla I. Kinkade Sole heirs & Legal representatives of James Kinkade deceased & James W. Robinson Defendants } In the Court of Common Pleas of Union County Ohio

Petition

Plaintiff Says that the said Defendants Hannah Kinkade Anna M. Chapman & Charles S. Chapman her husband John W. Kinkade James F. Kinkade and Drusilla I. Kinkade are the Sole heirs and Legal representatives of James Kinkade late of said County of Union Ohio. 2d The said James Kinkade in his life time and on the 2d day of April A.D. 1874 made and delivered to one Henry Cousins 3d his promissory note of that date and thereby promised to pay to said Henry Cousins or Order the Sum of One Thousand Dollars in Three years after date thereof for value received with interest thereon from date. There is a credit on said note of $180oo dated april 2d 1877

Over

being the interest in fee to April 2d 1877 A copy of which note is hereto attached marked "Exhibit A"

Pet. contd

3d The said James Kinkade and Hannah Kinkade in the lifetime of said James Kinkade and on the 2d day of April AD 1877 to secure the payment of said note & other Executed and delivered to the said Henry Ammine 3d their Mortgage Deed & thereby Conveyed to the said Henry Ammine 3d his heirs and assigns the following Lands and Tenements Situate in said County of Union and State of Ohio & bounded and described as follows to wit "Part of Virginia Military Survey No 4069 Beginning at a Stone North East corner of Asa Carys and in the north line of said Survey thence with said line N 80° E 45 26/100 poles to a Stone in place of 2 elms and a maple corner to a lot of 2 acres Sold by J. S. Fulton to S. G. Strong thence with line of S 48° E 71 1/100 poles to a Stake in the center of the Milford road corner to said Lot a Stone at the root of a large White Oak Stump bears N 48° W 1 thence with the center of said road

Mortgage

S 41° W 16 poles to a Stone corner to a lot of 34/4 acres Sold by J. S. Fulton to Mains Wasson thence with that line S 51 1/2° E 77 8/100 poles to a Stake thence with the line of McVaysland

Land

S 29 1/2 W 61 6/100 poles to a Stone in the corner of McVay's Land, thence with his line and the line of the farm formerly owned by J.W. Robinson S 80 1/2° W 114 Poles to a Stone corner to said Robinsons thence N 50 1/2 W 16 1/2 poles to a Stake thence with said Robinsons line to the center of the Milford road thence with said road N 41° E 43 poles to a Stone corner thence with his line N 8 3/4° W 131 12/100 poles to the beginning containing 105 acres Excepting therefrom 2 acres owned by the Rail Road Company the whole being Known as the John S. Fulton farm.

Also part of same part same Survey bounded and described as follows.

Beginning at a Stake in McVays back corner and running thence Northerly 28 rods to a Stone corner of Kents Land thence with Kents Land Westerly 8 1/2 poles to a hickory in Kents line thence Easterly with Peter Daums line 21 1/2 poles to another of McVays corner thence about 9 1/2 poles to the beginning containing 2 acres more or less. The condition contained in said Mortgage was in substance that if the said James Kinkade or any one for him should pay said note with others who the Shall become due the said Mortgage to be void.

3361

4th On the 3° day of April A.D. 1874 at 10 Oclock A. M the said Mortgage was delivered to the Recorder of said to be by him entered on Record and was recorded April 14th A.D. 1874 in Record of Deeds of Union County Ohio Vol. 10 page 520.

5th The said Henry Ammine 3° Sold assigned and Endorsed to said Henry Wheeler plaintiff the said promissory hereinfore mentioned and plaintiff avers that he is now the owner and holder thereof

6th The said deed has become Absolute. There is due and remaining unpaid upon said indebtedness the Sum of One Thousand Dollars with interest from the 2d day of April A.D. 1877.

7th The defendants Elizabeth Yates and James W. Robinson claim some interest or lien upon said premises. but the plaintiff is ignorant of the nature & extent thereof and demands proof of the same.

8th The plaintiff asks that said Mortgage may be foreclosed the said premises Ordered to be Sold and the proceeds applied to the payment of said debt and for Such other and further relief as the nature of the case may require

Carpenter & Broderick Attorneys for Plaintiff

State of Ohio Union County ss

Jurat

Henry Wheeler the above named plaintiff being Sworn makes oath that the facts Stated in the foregoing petition are as affiant believes true

Henry Wheeler

Sworn to by Henry Wheeler before me and by him Signed in my presence this 31st day of March A.D. 1879

Andrew S. Morey
Notary Public Union Co. Ohio

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"Exhibit A" $1000. Marysville Ohio April 2nd 1874 Three years after date I promise
Note to pay to the Order of Henry Amrine 3d One Thousand Dollars Value received with intrest
from date Due April 2d 1877. No 3 James Kinkade
No 3. Endorsed "Henry Comrine 3d" "Rec'd $180 intrest being in full to April 2d 1877"

Waiver We hereby waive the issuing and Service of Summons and enter our appearance herein
Elizabeth Yates By Carpenter & Brodrick Attys
J.W. Robinson in person. J.Y. Kinkade
Anna K. Chapman Charles S. Chapman J.H. Kinkade.

Precipe To the Clerk. Issue Summons to the defendants Hannah Kinkade & Drusilla I Kinkade and direct
to the Sheriff of Union County Ohio Endorse "Foreclosure of Mortgage Amount claimed $1000 &c
with intrest from April 2d 1877" Carpenter & Brodrick Attorneys for Plaintiff

and thereupon the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit
The State of Ohio Union County ss To the Sheriff of the County of Union Greeting.
We Command you to Notify Hannah Kinkade and Drusilla I Kinkade that they & others have
Summons been Sued by Henry Wheeler in the Court of Common Pleas of Union County and that unless they
answer by the 3d day of May A.D. 1879 the petition of the said Henry Wheeler against them filed in
the Clerks Office of said Court Such petition will be taken as true and rendered accordingly.
You will make due return of this Summons on the 11th day of April A.D. 1879
Witness my hand and the seal of said Court this 5th day of April A.D. 1879
Summons was Endorsed "In action for $" W. M. Winget Clerk

Shiffs Return Foreclosure of Mortgage. Amt Claimed $1000 &c & Int. from April 2d 1877. Endorsed by Shiff to wit
The State of Ohio Union County ss Received this writ April 7th A.D. 1879 and pursuant to
its command the within named Hannah Kinkade & Drusilla I Kinkade are not found in the
County. Service 35 Mileage 40 Return 15 Total $1.10 J.J. Milder Shiff By Dyer Reed Deputy

On the 7th day of April 1879 the Affidavit for publication was filed herein which read as follows to wit
Henry Wheeler Plaintiff } In the Court of Common Pleas Pleas of Union County Ohio
Against } Affidavit for Publication.
3361 Hannah Kinkade Et als Defnts } Henry Wheeler the said Plaintiff being Sworn Says that the
Defendants Hannah Kinkade and Drusilla I Kinkade are non residents of
Ohio and that Service of Summons on them cannot be made in this State. That the residence of said
defendants is Carthage in Jasper County in the State of Missouri and that the Service of Summons upon
them cannot be made and the case is for the Sale of Real property under a Mortgage & being one
of the cases mentioned in the fourteenth Section of Chapter 6. Division 2 Title 1 - Ohio Laws relating
to procedure in Courts of Common Pleas and Superior Courts and in Districts Courts on Appeal
Henry Wheeler

Sworn to and Subscribed before me this 7 day of April A.D. 1879 W.M. Winget Clerk
And on the 6th day of September 1879 the Answer & Cross petition of Elizabeth Yates was filed herein which reads to wit
Henry Wheeler Plaintiff } Court of Common Pleas Union County Ohio
3361 Against } Answer and Cross Petition of Elizabeth Yates.
Hannah Kinkade et als Defendants } And now comes Elizabeth Yates and for Answer by way Cross
Petition to the Petition of Plaintiff herein filed Says.
1st On the 2d day of April A.D. 1874 and in his lifetime the said James Kinkade in Plaintiffs Petition
Mentioned made and delivered to the said Henry Amrine 3d in Said Petition mentioned his certain
promissory note of that date and thereby promised to pay to Said Henry Amrine 3d Or order in
Four years after the date the date thereof the sum of One Thousand Dollars with intrest from
date (a copy of ~~which~~ note is hereto attached Marked "A")
2d The said note was secured by the same mortgage deed in Plaintiffs Petition mentioned on a subject
to the same condition therein setforth
3d The said Henry Amrine 3d Sold assigned and endorsed to said Defendant

Answer & Cross Petition

Elizabeth Yates the said promisory note before due and for a full fair and valuable consideration and said defendant avers that she is now the legal owner and holder thereof 4th There due and remaining unpaid upon said indebtedness the sum of One Thousand One Hundred and Eighty Eight 9/100 Dollars with interest from the 24th day of January A.D. 1879 5th The said defendant Elizabeth Yates therefore asks that said Mortgage be foreclosed said premises be ordered to be sold and proceeds arising therefrom be applied to the payment of said indebtedness in the Order of its priority with that of the plaintiff and the other Defendants herein holding lins upon said premises and for all proper relief

Carpenter & Brodrick Attorneys for Defs Elizabeth Yates

State of Ohio County of Union ss John M. Brodrick being Sworn on his Oath that he is one of the Attorneys for said defendant Elizabeth Yates duly authorized in the premises that said Defendant is Nonresident of said County of Union and is now absent therefrom and that the facts stated in the foregoing Answer and Cross Petition of said Defendant are as affiant believes true John M. Brodrick

Jurat Sworn to by John M Brodrick before me and by him Signed in my presence this 6th day of September A.D. 1879 W. M. Winget Clerk

3361

On the 9th day of September 1879 the following notice and proof was filed herein as follows

Legal Notice. Hannah Kinkade and Drusilla J Kinkade who reside at Carthage in Jasper County Missouri will take notice that Henry Wheeler on the 5th day of April A.D. 1879 filed his petition in the Court of Common Pleas within and for the County of Union and State of Ohio alleging that said defendants Hannah Kinkade and Drusilla J. Kinkade with other defendants therein named are Sole heirs and legal representatives of James Kinkade late of said County of Union deceased.

Publication & That the said James Kinkade and Hannah Kinkade during the lifetime of said James Kinkade and to secure the payment of certain notes therein mentioned executed and delivered to one Henry Amrine 3d their Mortgage deed on the following described

Proof lands and tenements situated in the County of Union and State of Ohio & bounded and described as follows to wit, Part of Virginia Military Survey No 4069 beginning at a Stone north east corner of Asa Cary's land and in the North line of said Survey thence with said line N 80° E 45 76/100 poles to a Stone in place of two 2 Elm and a Maple corner to a lot of 2 acres Sold by J. S. Fulton to S.G. Strong, thence with line of lot S 48° E 71 6/100 poles to a Stake in the center of the Milford road corner to said Lots a Stone at the root of a large White Oak Stump bears N 48° W. thence with the center of said road S 41° W 16 poles to a Stone corner to a lot of 34¼ acres Sold by J. S. Fulton to Mains Wasson, thence with that line S 51½° E 77 8/100 poles to a Stake thence with the line of McVay's land S 29½° W 61 60/100 poles to a Stone in the corner of McVays land, thence with his line and the line of the farm formerly owned by J. W. Robinson S 80½° W. 114 poles to a Stone corner to said Robinson thence N 50½° W. 16½ poles. to a Stake thence with said Robinsons line to the center of the Milford Road thence with said Road N 41° E. 43 poles to Carys corner thence with his line N 8¾° W 131 11/100 poles to the beginning containing 105 acres excepting therefrom 3 acres owned by the Rail Road Company the whole farm known as the John S. Fulton farm

Also part of Same Survey bounded and described as follows Beginning at a Stake in McVay's back corner & running thence Northerly 28 rods to a Stone corner of Kents land thence with Kents land Westerly 8½ poles to a hickory in Kents line thence Easterly with Peter Daums line 21½ poles to another of McVays corners thence about 9½ poles to beginning containing 2 acres more or less, That the said Henry Amrine 3d Sold assigned and transfered the note mentioned in said petition to the said

Jurat

Entry & Order of Sale

Henry Wh… unpaid … The pra… ordered to… The said… that they… are requ… May A.D… The Stat… that a C… the Mar… Union … Sworn to… On the … Henry Wh… aga… Hannah … Kinkade … Drusilla … in person … Yates are … after he… and Mar… with inte… per annu… Defendan… described … hereinafter … and at… Yates by … Plaintiff … Anna M… and Dr… the premi… by said p… that said… of Sale p… & others w… Mortgage… per centum… J.W. Robi… It is t… Hannah … James J… decree to… with inter… said Def… with 8 p…

Henry Wheeler who is now the owner and holder thereof. That there is due and remaining unpaid upon said indebtedness the Sum of $1000.00 with interest from April 2d 1877
The prayer of said petition is that said mortgage may foreclosed said premises ordered to Sold and the proceeds thereof applied to the payment of said indebtedness
The said Hannah Kinkade and Drusilla I Kinkade will further take notice that they have been made parties defendants to said petition and that they are required to answer the same on or before the third Saturday of the 21st day of May A D 1879 April 7th 1879 Carpenter & Brodrick Attorneys for Plaintiff
The State of Ohio Union County ss The undersigned being duly Sworn Says that a Copy of the annexed notice was published for Six consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union the first publication beginning with April 7th 1879 W.O. Shearer
Sworn to and Subscribed before me this 9 day of Sept. 1879. W.M. Winget Clerk
On the 15th day of September A.D. 1879 the following Entry was made in the Journal of said Court

Henry Wheeler Plaintiff } Court of Common Pleas Union County Ohio
Against }
3361 Hannah Kinkade et als Defts } This day this cause came on for hearing and thereupon came the said Plaintiff and the 3rd defendant Elizabeth Yates by their Attorneys Carpenter & Brodrick and the said Defendant Hannah Kinkade Anna K. Chapman and Charles S. Chapman her husband John H. Kinkade James F Kinkade Drusilla I. Kinkade by their Attorneys Robinson & Piper and the said defendant J.H. Robinson in person and it is considered that the said Plaintiff and the said defendant Elizabeth Yates are entitled to an account of the money due them in the premises and the Court after hearing the evidence do find that there is due to the said plaintiff on the note and Mortgage in said petition discribed the sum of Eleven Hundred and Forty Six Dollars with interest thereon (as per agreement hereinafter Stated) at the rate of Eight per centum per annum from the 8th day of September A.D. 1879. And that there is due to the said Defendant Elizabeth Yates on the note and Mortgage in her said Answer and Cross Petition discribed the sum of Twelve Hundred and Twenty Six Dollars with interest thereon (as per agreement hereinafter Stated) at the rate of Eight per centum per annum from the 8th day of September A.D. 1879

Entry & Order of Sale

And at the same time came the said Plaintiff Henry Wheeler and the said Defendant Elizabeth Yates by Carpenter & Brodrick their Attorneys who are especially authorized in the premises by said Plaintiff and said Defendant Elizabeth Yates and the said Defendants Hannah Kinkade Anna K. Chapman and Charles S. Chapman her husband. John H. Kinkade James F. Kinkade and Drusilla I. Kinkade by Robinson & Piper their Attorneys who are especially authorized in the premises by each and all of said Defendants and the following agreement was made by said parties by their respective Attorneys hereto that is to say that for and in consideration that said Plaintiff and said Defendant Elizabeth Yates will Stay Execution and Order of Sale for One year from the Entry of this decree that said Defendants Hannah Kinkade & others will pay to said plaintiff and said Defendant Elizabeth Yates on their notes and mortgage in their Petition and Cross Petition herein Stated interest at the rate of Eight per centum per annum from the 8th day of September A.D. 1879. And the said Defendant J.H. Robinson in person consents to said agreement,

It is therefore considered Ordered and decreed that in case the said Defendants Hannah Kinkade Anna K. Chapman and Charles S. Chapman her husband John H. Kinkade James F Kinkade and Drusilla I. Kinkade fail for One year from the Entry of this decree to pay to the said plaintiff the said Sum of Eleven Hundred and Forty Six Dollars with interest thereon at Eight per centum from the 8th day of September A.D. 1879 and to the said Defendant Elizabeth Yates the said Sum of Twelve Hundred and Twenty Six Dollars with interest at Eight per centum per annum from the 8th day of September A.D. 1879

So as aforsaid found due with cost of Suit. an Order issue to the Sheriff of said County commanding him to cause the Lands and tenement in said petition described to to be appraised advertised and sold according to Law and apply the proceeds of said Sale so far as the same may be necessary in Satisfaction of the said Sums so found due with costs of Suit and bring the remainder of said proceeds into Court for further Order herein

Attest W. M. Winget Clerk

Pleas before the Honorable John L. Pater Judge at a Court of Common Pleas began and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 1st day of February 1881. Heretofore on the 26th day of March A.D 1880 the following petition was filed with the Clerk of said Court which read to wit

3587

James W. Robinson
vs
Mary A. Sandridge & Streeter Sandridge

Court of Common Pleas Union County Ohio.
Petition.

The plaintiff James W. Robinson says that on the 13th of Novemb 1877 the said Defendants executed & conveyed by deed of that date the following Real estate in Union County Ohio in Survey

Petition

No 4073 described as follows Viz. Beginning at a State in the center of the road near Otter run at the corner of the Salem Pearce farm (formerly Andrew Parker farm) thence S 80 W. 73 poles to the corner of the Orahood farm & in the center of the road thence S 11½ E 101 poles with the Orahood line to a stone in the corner of Andrew Barkers land thence with his line A S 81 W 73½ poles to a Stone in line of the Pearce land thence with his line N 11½ W 102 8/10 to the beginning Excepting therefrom 22 acres off the west side conveyed J.W. Robinson to H. Campbell leaving 25 acres Conveyed by defendants as aforesaid but said deed of conveyance had a condition of defeasance therein that if said grantors should pay to said Robinson their note of even date of the deed calling for $818 payable one year after its date with 8 per cent interest payable annually for balance of the purchase money for said land then the said conveyance to become void said Mortgage deed was duly executed and on the 15th of Nov. 1877 was duly recorded in Vol. 13 page 556 of the Record of Mortgages in said County & is a lien from that date. The only payments made on said note and Mortgage as follows viz one dollar at its to correct error in its amount & $25 paid the day of its date making $26 of that date Also paid Six Shoats & a colt ten $10 cash paid to Defft at $55 April 18, 1879 & $22 Nov 22d, 1879 and there is remaining due to plaintiff who is the owner of said note & Mortgage the Sum of Eight hundred & forty five dollars & fifty five cents with per cent interest from Nov 22d 1879 which is a lien on said land & due from defendants to the plaintiff the time named for the payment of said Mortgage being long since past.

The plaintiff attaches to this petition a copy of said note & mortgage & asks a decree for the Sum of Eighthundred and forty five 55/100 dollars with interest from Nov. 22, 1879 at 8 per cent and an Order of Sale against Defendants for said 25 acres of land & for other proper relief

J.W. Robinson Plff

Jurat

The State of Ohio Union County ss

J.W. Robinson being duly Sworn deposeth & says he believes the allegations of the foregoing petition are true

J.W. Robinson

Sworn to before me & Signed in my presence this 26th of March 1880

W. M. Winget Clerk

Copy of note

One year after date We promise to pay J.W. Robinson or bearer Eight hundred and Eighteen dollars with Eight per cent interest from date for value rec'd on Settlement this 13 of November 1877

Attest L. Piper

Mary A. Sanders
Streeter X Sanders
her mark

Endorsments

Endorsements — 6th One dollar to correct mistake Nov 13, 1877 Rec'd twenty five dollars on this note Nov 13, 1877
Rec'd in hogs & Coll $55/100 as follows 6 Shoats $15 & Coll $50 but on which ten dollars were paid in cash leaving $55
when coll was entered. April 18 1879 — Rec'd $22 Nov 22d 1879

Pr Ape

Jos Clerk. Issue Summons & Endorse "Petition to foreclose Mortgage Amt claimed $845 55/100 with 8 per cent interest
from nov. 22 1879 on mortgage J.W. Robinson

Summon

Thereupon the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit
The State of Ohio Union County ss } To the Sheriff of the County of Union. Greeting
We command You to Mary A Sanders and Strater Sanders that they have been Sued by
James W. Robinson in the Court of Common Pleas of Union County and that unless they
answer by the 24th day of April A.D. 1880 the petition of the said James W. Robinson against
them filed in the Clerks office of said Court such petition will be taken as true and judgment
rendered accordingly. You will make due return of this Summons on the 5th day of April A.D. 1880
Witness my hand and the Seal of said Court this 26th day of March A.D. 1880
W. M. Winget Clerk

Skff's return

Summons returned and filed April 4th 1879 Endorsed by the Skff in the words & figures following to wit
The State of Ohio Union County ss Received this writ March 26th A.D. 1880 at One oclock P. M & pursuant
to its command Served the Same on the 30th day of March 1880 by delivering a certified Copy thereof with
the endorsements thereon to each of the within named Mary A Sanders & Strater Sanders
Fees Service 55 Mileage 10 Cop 50 Total $1.15 J. J. Miller Sheriff

On the 10th day of April 1879 a Supplemental petition was filed herein which reads as follows to wit

James W. Robinson Plff } Court of Common Pleas Union County Ohio.
vs } Supplemental Petition.
Mary A. Sanders et als } The plaintiff says that since or about the time the plaintiff
filed his original petition in this case one Burris rented the land
described from the defendants but he did not pay any consideration for same until after this
action was commenced & Notice given to his that the same was so brought — the plaintiff
asks that he may be also made a party defendant herein & decree of foreclosure obtained
against him also. J.W. Robinson

The State of Ohio Union County ss J.W. Robinson being duly Sworn deposes & Says he
believes the allegations of the foregoing Supplemental petition are true J.W. Robinson
Sworn to before me & Signed in my presence this 10th of April 1880
W. M. Winget Clerk

To the Clerk — Issue Summons for Burris & Endorse Petition to foreclose Mortgage J.W. Robinson
And thereupon the following Summons was issued by the Clerk of said Court which reads as follows to wit
The State of Ohio Union County ss To the Sheriff of the County of Union Greeting
We command you to notify Malen Burris that he & others have been Sued by James W. Robinson
in the Court of Common Pleas of Union County and that unless he answer by the 8th day of May
A.D. 1880 the petition of the said James W. Robinson against them filed in the Clerks office of said
Court such petition will be taken as true and Judgement rendered accordingly.
You will make due return of this Summons on the 19th day of April A.D. 1880.
Witness my hand and the Seal of said Court this 10th day of April A.D. 1880
W. M. Winget Clerk

Summons endorsed "In action for Foreclosure of mortgage. & was returned Endorsed to wit
The State of Ohio Union County ss Received this writ April 10th A.D. 1880 at 5th oclock
P. M. and pursuant to its command Served the same on the 16th day of April 1880 by delivering
a certified copy thereof with the endorsements thereon to the within named
Malen Burris Fees Service 35 Mileage 60 Copy 25 Return 6 Total $1.25

J. J. Miller Sheriff

And on the 12th day of May A.D. 1880 the following Entry was made in the Journal of said Court

3587 James W. Robinson vs Mary A Sanders & Streeter Sanders } This day came the plaintiff but the Defendants made default Which defendants are Sometimes called "Sanders" & Sometimes called "Sandridge" and thereupon this cause was submitted to the Court Whereupon the Court find that due process of Summons

1st Journal Entry was duly served on said defendants and on said Malin Burris who also is in default Whereupon the Court being fully advised in the premises do find for the plaintiff and that there is due him from said Mary A. Sandridge (Sometimes called Sanders) on the Mortgage Executed by her and said Streeter Sandridge her husband the Sum of Eight Hundred and Seventy Seven 50/100 dollars with Eight per cent intrust from this date which is a lien on the land in said petition described as Allegd. It is therefore considered Ordered and decreed by the Court that the defendant Mary A. Sandridge within Ninety days pay said sum with said interest and costs and default of the payment to the plaintiff of the same that an order of Sale issue to the Sheriff of this County commanding him to appraise advertise and Sell said Real Estate according to law to Satisfy the plaintiffs said claim And the Court further find that said Malin Burris came into possession of said land under lease from said Sandridge Since said Mortgage was duly Recorded with full Knowledge thereof and therefore Order that said land be Sold Clear of all Claims & of all of the defendants.

On the 7th day of December 1880 the following Order of Sale was issued by the Clerk of said Court to wit

The State of Ohio Union County ss } To the Sheriff of said County Greeting

Order of Sale

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County On the 12th day of May A.D. 1880 in the cause of James W. Robinson Plaintiff and Mary A. & Streeter Sanders Defendants it was Ordered adjudged and decreed as follows to wit That the defendant Mary A Sanders within ninety days pay said Sum of ($877 50/100) & 8% to the plaintiff and Costs and in default there of that an Order of Sale Issue to the Sheriff of this County Commanding him to appraise advertise and Sell said Real Estate according to law to Satisfy the plaintiffs said claim.

(Description) Situate in the County of Union & State of Ohio in Survey no 4073 Beginning at a Stone in the center of the road near the run at the corner of Salem Pearce's farm (formerly Andrew Barkers farm) thence S 8° W 73 poles to the corner of the Orahood farm & in the center of the road thence S. 11 p & 101 poles with the Orahood line to a Stone in the corner of Andrew Parkers land. thence with his line N 81° W. 73½ poles to a Stone in the line of the Pearce land thence with his line line N. 11 p W 102 8/10 to the beginning Excepting therefrom 22 acres off the west Side conveyed by J.W. Robinson to R. Campbell leaving 25 acres We therefore Command You That you proceed to carry said Order Judgment and decree in to execution agreeably to the tenor thereof and that you appraise to Sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the proceeds of such Sale in Satisfaction of said Judgment and decree with costs and interest as Specified therein and that you make Report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this order with you

Witness my Signature as Clerk of said Court of Common Pleas and the Seal of said Court at Marysville Ohio this 7th day of December A.D. 1881 W. M. Winget Clerk

Sheriff's Return The State of Ohio Union County ss }

In Obedience to the Command of the Order of Sale hereto annexed I did on the 18th day of December 1880 Summon Hamilton Blue C.W. Martin and

Proof of Publication

Sale confirmed & Deed Ordered

Michael W... and appra... A.D. 1880 so... of the premis... a certified co... of said Cou... (a newspap... to be Sold a... A.D. 1881 at ... than thirty ... notice I ga... to offer sa... bid for the ... than two th... best bidder ... him for Sum... Copy of appraise... Return 40 ... James W. R... vs ... Mary A. & Stre...

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Michael Wyge three disinterested freeholder residents of said County who were by me duly Sworn to view and appraise the lands and tenements therein described and afterwards on the 19th day of December A.D. 1880 said appraisers returned to me under their hands and seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at One thousand Dollars a certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County and on the 22d day of December 1880 I caused to be advertised in the Marysville Tribune (a Newspaper printed and published and of general circulation in Union County) said lands and tenements to be Sold at public Sale at the door of the Court House of said County on the 22d day of January A.D. 1881 at One o'clock P. M. of said day. And having advertised the said land and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance to said notice I did on said 22d day of January A.D. 1881 at the time and place above mentioned proceed to offer said lands and tenements at public Sale and then and there came George H. Lurnes who bid for the same the Sum of Nine Hundred and Sixteen Dollars and said Sum being more than two thirds of the appraised value thereof and said George H. Lurnes being the highest and best bidder therefor I then and there publicly sold and Struck off said lands and tenements to him for Sum of nine hundred and Sixteen Dollars Fees Summoning & Swearing appraisers 1.50 writing appraisal 40 Copy of Appraisement 40 Notice to Printer 12 affidavit of Printer 40 Writing notice 30 Mileage 80 postage 13.74 Return 40 = $18.06 appr Fees 1.50 Printer Fees 9.50 = $29.06

James W. Robinson vs Mary A. & Streeter Sanders } John Hobensack Sheriff
Court of Common Pleas Union County O Order of Sale
By virtue of the above stated writ from said Court to me directed I will offer at public Sale at the door of the Court house in Marysville Ohio on Saturday January 22d 1881 at or about the hour of One o'clock P. M. the following real estate to wit. Situate in the County of Union and State of Ohio in Survey No 4073 beginning at a Stone in the center of the road near the run at the corner of Salem Pearse's farm (formerly Andrew Parker farm) thence S 8° W 73 poles to the corner of the Orahood farm and in the center of the Road thence S 11½ E 101 poles with the Orahood line to a Stone in the corner of Andrew Barkers land thence with his line N 81° W 73½ poles to a Stone in line of the Pearce land thence with his line N 11½ W 102 80/100 poles to the beginning Excepting therefrom 22 acres off the West side conveyed by J. W. Robinson to N. Campbell leaving 25 acres appraised at $1000 Terms cash Dec 22 1880 J. J. Miller Sheriff of Union County Ohio
J. W. Robinson Atty for Plff 5 W Pf $9.50

Proof of Publication

The State of Ohio Union County ss } The undersigned being duly Sworn says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a Newspaper of general circulation in the County of Union the first publication beginning with December 22 1880
W. O. Shearer
Sworn to and Subscribed before me this 1st day of Feby 1881 W. M. Winget Clerk

On the first day of February 1881 the following Entry was made in the Journal of said Court

James W. Robinson vs Streeter Sanders & Mary A. Sandridge } Motion to Confirm Sale.

Sale confirmed & Deed Ordered

This day came the parties plaintiff and defendants Sometimes called Sanders and submitted this cause to the Court on this motion to confirm Sale & distribute proceeds Whereupon the Court do find the Sale made in all respects regular & Lawful & do confirm the Same and Order the Sheriff of this County to Execute and deliver to said purchaser a deed in fee Simple for said land So Sold and the said purchaser is subrogated to all the rights of said plaintiff under said Mortgage and said Deed to convey all the title of said defendant to said lands as well as that of Malin Barr's tenant And the Court Order that out of the proceeds of said Sale the said Sheriff pay the costs herein taxed to $40 88/100 and 2d the taxes which are a lien

On said premises amounting to $23 62/100 and the Sum due the Plaintiff on said Mortgage as found by the decree of this Court with the interest thereon Subject to a credit of $30 paid by said Burris on note the 24th day of Dec. 1880 leaving now due $886 24/100 and the balance if any thing to said Mary A. Sandridge defendant

W. M. Winget Clerk

Pleas before the Honorable John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 12th day of January A.D. 1881. Heretofore on the 10th day of April 1880 the following Petition was filed with the Clerk of said Court which reads to wit

3607 Isaac Zane Plaintiff } Court of Common Pleas Union County Ohio
against } Petition.
Oliver Simpson and } The said Isaac Zane Plaintiff Complains of the
Mariah Simpson Defendants } said Oliver Simpson and Mariah Simpson for that
On the 13th day of August A.D. 1872 the Oliver Simpson and Mariah Simpson did by their deed duly Executed and delivered convey to the said Isaac Zane his heirs and assigns forever the following lands and tenments situate in said County of Union and State of Ohio to wit. Beginning at a stake in the center of a State road and corner of said road [illegible] thence with the center Petition of said road North far enough so that a line running East across said lot parallel with the South line of said lot will make twenty one acres together with the privileges and appurtenances thereunto belonging and which deed has a condition thereunder written by which it was provided that in case the said Oliver Simpson his heirs Executors or Administrators or assigns should pay to the said Isaac Zane his Executors or Administrators certain promisory notes therein described to wit.
1st Note. One note of three hundred & fifty Dollars dated the first day of april 1871 due twelve months after date with interest at 8 % pr ct and one note of One Hundred and Eighty One Dollars and 66 cents dated March 27th 1872 at 8 per ct interest within five years from this date then said deed should be void otherwise it was to be and remain in full force and effect in law.
And the said plaintiff further says that said deed was on the 19th day of August 1872 at 8 Oclock A.M. duly left with the Recorder of said County of Union for record and duly recorded on the 20th day of August 1872.
And the said Isaac Zane avers that the Oliver Simpson did not pay said several Sums of money when the same became due as is provided in the condition of said deed nor has said Oliver Simpson yet paid the same to the said Isaac Zane. Except a credit thereon of the date of September 7th 1877 of ($200.00) two hundred dollars whereby said deed has become absolute and the said Isaac Zane says there is yet due on said notes and Mortgage the sum of Six Hundred & fifty nine & 41/100 Dollars $659 41/100 at the date of this Petition
The said Isaac Zane therefore prays that an account may be taken of the amount due thereon and that said Isaac Zane have Judgement for said sum of $659 41/100 with interest thereon from April 10th 1880 and said lands be sold to satisfy the same unless said Oliver Simpson or Mariah Simpson said Mortgagors pay said sum & interest and costs by a day to be named by the Court.

H. J King
Atty for Plaintiff

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State of Ohio Union County ss } Isaac Zane being first duly Sworn says
that the facts set forth and allegations made in the foregoing Petition are as
Jurat he believes true Isaac Zane
Sworn to by the said Isaac Zane and by him subscribed before me
this 10th day of april 1880 A.B. Stricker Notary Public Union Co Ohio

Isaac Zane Plaintiff } To the Clerk of Court of Common Pleas Union County
Precipe vs } Issue Summons to Sheriff of Union County returnable according
Oliver Simpson and } to law for Judgment for $659 40 and decree for Sale
Mariah Simpson } of property H.J. King Atty for Plff

Thereupon the following Summons was issued by the Clerk of said court which reads to wit;

The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting
We command you to Notify Oliver Simpson and Mariah Simpson that they have been
Summons sued by Isaac Zane in the Court of Common Pleas of Union County and that unless
they Answer by the 8th day of May A.D. 1880 the petition of the said Isaac Zane
against them filed in the Clerks Office of said Court Such petition will be taken
as true and Judgement rendered accordingly.
You will make due return of this Summons on the 19th day of April A.D. 1880
(Seal) Witness my hand and the Seal of said Court this 10th day of
April A.D. 1880 W. M. Winget Clerk

Summons was Endorsed "In action for Judgment Foreclosure of Mortgage and claims $659 40
Summons returned Filed April 19th 1880 Endorsed by the Sheriff as follows to wit;
The State of Ohio Union County ss } Received this writ April 12th A.D. 1880 at 5 O'clock
Return P.M. and pursuant its command Served the Same on the 15th day of April 1880
of by leaving a Certified Copy thereof with the endorsements thereon at the residence
Shff. of each of the within named Oliver Simpson and Mariah Simpson
Fee Service 55 Mileage 1.00 Copy 50 return 5 Total $2.10
J. J. Miller Sheriff

On the 10th day of May 1880 the following Entry was made in the Journal of said court to wit.

Isaac Zane Plff
3607 vs
Oliver Simpson & Mariah Simpson Defts } Now came the plaintiff herein and the defendant being in default for Answer and demurer the Court find the allegations of the petition true and that there is due to plaintiff from the Defendant Oliver Simpson on said promissory Note set forth in the petition with interest to the first day of this day of this term the sum of $663 00
The Court further find that in Order to secure the payment of said note the defendants Oliver Simpson and Mariah Simpson his wife Executed and delivered to said Isaac Zane their certain Mortgage as in the petition described that said Mortgage was duly recorded in the records of Mortgages of Union County Ohio on 19th day of August 1872 at 8 o'clock A.M. and is the first and best lien on said premises in the petition described. It is therefor considered and adjudged that the Plaintiff recover of the defendants the sum of $663 00 with interest at 8 per cent from the first day of this term of this Court and in default of said payment for ten days after the rendition of this Judgement then the defendants Equity of Redemption be foreclosed and said premises shall be sold and an Order of Sale Shall issue thereon to the Sheriff of Union County directing him to Sell said premises as upon Execution and bring the proceeds into Court for further Order
On the 19th day of June 1880 the following Order of Sale was issued hereon; which reads to wit;

The State of Ohio }
Union County ss } To the Sheriff of said County Greeting;
Whereas at a term of the Court of Common Pleas held at Marysville

in and said County on the 10th day of May A.D. 1880 in the cause Isaac Zane Plaintiff and Oliver Simpson Et als Defendants it was Ordred Adjudged and decred as follows. to wit. That unless the defendants Shall pay to the plaintiff the sum of $663.00 with intrest at 8% int from the 3d day of May A.D. 1880 that an Order of Sale Shall ipsue to the Sheriff of Union County commanding him to cause the lands and tenments described in the plaintiffs Petition to be appraised & Sold according to law and bring the proceeds into Court for further Order.

Situate in the County of Union and State of Ohio Beginning at a Stake in the center of a State road and corner of Ingham, thence with the center of said road far enough north So that a line running East across said lot parallel with the South line of said lot will make 21 acres.

We Therefore Command that you proceed to carry said Order Judgment and decree into execution agreable to the tenr thereof and that you expose to Sale the above described real estate under the Statute regulating Sales on Execution and you apply the proceeds of such Sale in Satisfaction of said Judgment and decree with costs & intrest as specified therein and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof & bring this Order with you.

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 19th day of June A.D. 1880

M. M. Wright Clerk

The State of Ohio } In obedience to the command of the Order of Sale hereto annexed
Union County ss } I did on the 25th day of June 1880 Summon G.W. Gary J.S. Gandy and William Mulvane three disinterested freeholders of said County who were by me duly Sworn to view and appraise the lands and tenments therein described and afterwards on the 25th day of June A.D. 1880 said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at Eight hundred forty ($840) Dollars A certified Copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 30th day of June 1880 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be Sold at public Sale at the door of the Court House of Said County on the 31st day of July A.D. 1880 at one o'clock P.M. of said day and having advertised said lands and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance to said Notice I did on the 31st day of July A.D. 1880 at the time and place above mentioned proceed to offer said lands and tenements at public Sale at the door of said Court House and there came James M. Simpson who bid for the same the sum of Five Hundred and Sixty five (565) dollars and said Sum being more than two thirds of the appraised value thereof and James M. Simpson being the highest and best bidder thereof I then and there publicly Sold and Struck said lands & tenements to him for said Sum of Five Hundred and Sixty five (565) Dollars

Fees Summoning & Swearing Appraisers 1.50 Appraisers fees 3.00 writing appraisal 40 Copy of Appraisal 40 Printers fees 7.75 Notice to Printer 12 Affidavit of Printer 40 writing Notice 30 Mileage 120 Poundage $11.30 return 20

J. J. Miller Sheriff

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Notice of Sale Proof of Publication

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annually
Plaintiff

Notice of Sale & Proof of Publication

Isaac Zane vs Oliver Simpson et al } Sheriff's Sale. Court of Common Pleas. Union County O. Order of Sale

By virtue of the above State writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville O. on Saturday July 31st 1880 at or about the hour of One o'clock P. M. the following described Real Estate to wit. Situate the County of Union and State of Ohio beginning at a Stake in the center of a State road and corner of Ingham Wood thence with the center of said road far enough north so that a line running East across said lot parallel with the South line of said lot will make 21 acres. Appraised at $540 Terms cash

Henry J. King Atty for Plff June 30, 1880 5 W R 7,75 J. J. Miller Sheriff

The State of Ohio } The undersigned being duly Sworn says that a copy of
Union County ss } the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with June 30th 1880 J. H. Shearer

(Jurat) Sworn to and Subscribed before me this 14th day of Sep. 1880 W. M. Winget Clerk

and on the 12th day of January 1881 the following Entry was made in the Journal of said Court to wit

Isaac Zane vs Oliver Simpson et Mariah Simpson } On Motion of the Plaintiff and on producing the return of the Sheriff herein of the Sale made in the former Order of this Court. And the Court on careful examination of the proceedings of the Sheriff being Satisfied that the same have been had in all respects in conformity to law and the Order of this Court It is Ordered that the proceedings and Sale be and they are hereby confirmed

And it is further ordered that the Sheriff convey to Ingham Wood assignee of the purchaser James M. Simpson by deed in fee Simple the Lands and tenements so Sold and that a writ of possession is allowed to put said purchaser in possession of said premises. And the Coming now to distribute the proceeds of said Sale Amounting to $565.00 It is Ordered that the Sheriff out of the money in his hands pay 1st the costs taxed in this action at $ 2d To the Plaintiff the balance of said money to apply on what is hereto fore found due him

Attest W. M. Winget Clerk

3553

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union and State of Ohio on the 11th day of January 1881. Heretofore on the 9th day of January 1880 the following Petition was filed with the Clerk of said Court which reads in the words & figures as follows to wit

J. H. Hamilton Plaintiffs vs Francis Baldwin & Briget Baldwin & Michigan Mutual Insurance Co Defts } Court of Common Pleas Union Co Ohio

Petition. Plaintiff Says that on the 5th day of January 1877 the Defendant Francis Baldwin Executed & delivered to J. W. Scott or bearer his two promissory for $700.00 each of which following are Copys

Petition 1st Note $700.00 Richwood Jan. 5th 1877 Three years after date for value received I promise to pay J. W. Scott or Bearer the sum of Seven hundred dollars with interest from date payable annually

Francis Baldwin

2d note $700.00 Richwood O. Jan. 5th 1877 Four years after date for value received I promise to pay to J. W. Scott or bearer the Sum of Sum of Seven hundred dollars with interest from date payable annually

Francis Baldaswin

Plaintiff says he is now the legal owner of said notes and entitled to the proceeds thereof

that said note were duly transfered in the usual course of trade before due
The plaintiff says that the defendant Francis Baldwin and his wife Bridget Baldwin
to secure the payment of said notes executed and delivered to said J.W. Scott his heirs and
Assigns forever a Mortgage Deed for the following Real Estate Situate in said County of
Union as follows to wit in U.M. Survey No. 9943 Beginning at a stone in the center of a County
road and S.W. corner to said Survey ~ thence N 10° W with the west line of said Survey
On Mortgage No 9943 78 poles to a Stake ~ thence N 80° E. 199 3/100 poles, thence S. 10° E. 80 poles to the center of said county road
98 4/100 acres. Said Mortgage deed was duly transfered to the plaintiff with said note
Said Mortgage was duly executed and delivered according to Law and was filed
for record Jan. 17th 1877 and was duly recorded in the Records of Mortgages in said County
Book. 13 p 63 Jan. 23d 1877. Plaintiff says that there have been no payments made
on either of said notes that there is now due on the 1st note the sum of $700 00 with
interest from Jan. 5th 1877 and the interest on $42 00 from Jan. 5th 1878 and the interest
of $42 from Jan. 5th 1879. and on the 2d note there is due as interest thereon the sum of 133.56
Wherefore Plaintiff prays Judgement against said Francis Baldwin on said note
for the sum of $967,12 - and that said Mortgage Deed may be foreclosed and that
an Order of Sale issue from this Court Commanding the Sheriff of said County to cause
said lands discribed in said Mortgage to be appraised advertised and Sold as upon
Execution and the proceeds thereof be applied to the payment of said Judgement of $967.12
and the Balance of the 2d note of $700 00 to wit $700 00 with interest from Jan. 5. 1877
Plaintiff says the Defendants The Michigan Mutual Life Insurance Co. have or claim
to have certain interests in said premises he therefore prays that they be required
to set up the same P. R. Kerr Atty for Plaintiff
State of Ohio Union County ss. P. R. Kerr being Sworn he is the Attorney for the plaintiff
in this case and that said plaintiff is a non resident of said County and that he
Jurat believes the Statements in the foregoing Petition to be true. P. R Kerr
Sworn to before me and by said Kerr Subscribed in my this 8th day of Jan. 1880
W. M. Winget Clerk
Præcipe The Clerk will issue Summons for Defendants Francis Baldwin & Bridget Baldwin
to Sheriff of Union County Co. endorse Amt Claimed as due now $967.12 and to
come due on foreclosure of Mortgage $700 00 and for foreclosure of Mortgage.
P. R. Kerr Atty for Plff.
Thereupon the following Summons was issued by the Clerk of said Court which reads to wit
The State of Ohio Union County ss } To the Sheriff of the County of Union Greating
Summons We command you to notify Francis Baldwin, Bridget Baldwin and The
Michigan Mutual Life Insurance Company that the have been Sued by
J. H. Hamilton in the Court of Common Pleas of Union County and that
unless they Answer by the 7th day of February A.D. 1880 the petition of said
J. H. Hamilton against them filed in the Clerks office of said Court Such
petition will be taken as true and Judgment rendered accordingly.
You will make due return of this Summons on the 19th day of January A.D. 1880
L.S. Witness my hand and the Seal of said Court this 9th day of
January A.D. 1880 W. M Winget Clerk
Sheff's return Endorsed In action for Foreclosure of Mortgage Amt. Claimed as due $967,12
and to become due $700 00 And Summons was returned Endorsed by the Sheff to wit
The State of Ohio } Received this writ Jan. 10 A.D. 1880 and pursuant to
Union County ss } its command I served the same Jan. 14th 1880 by delivering
a certified copy thereof with endorsements thereon to the within
named Bridget Baldwin also by leaving a certified copy thereof

3553 Cont'd with Leave to Answer

3553 Judgment & Order

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with the endorsements thereon at the residence of the within named Francis Baldwin also by delivering a certified copy thereof with the endorsements thereon to R. L Woodrum as Atty for the Michigan Mutual Life Insurance Company Fees Service 70 Mileage 2.50 Cop 40 Total $3.60

J. J. Miller Sheriff By Joyce Reed Dpty

On the 4th day of February 1880 the following Entry was made in the Journal of said Court which reads to wit

J. H. Hamilton Plaintiff
vs
Francis Baldwin et als

3553

This day this cause is continued with leave to the defendants Francis Baldwin & Bridget Baldwin to answer in twenty days from the rising of the Court, and leave is also given to the Defendant the Michigan Mutual Life Insurance to answer in thirty days from the rising of the Court.

Cont'd with leave to answer

and on the 10th day of May 1880 the following was also entered in the Journal of said Court to wit:

J. H. Hamilton
vs
Francis Baldwin et als

3553

This day this cause came on to be heard upon the petition and Exhibits of the plaintiff and the defendants Still failing to answer or demur thereto and the Court being fully advised in the premises do find that there is due the Plaintiff on his said Notes and Mortgage the Sum of $967.12 with interest from Jan. 5. 1880 and that there will be due on the second note $700 on the 5th day of Jan. 1881 with interest thereon Jan. 5. 1880 Whereupon it is adjudged by the Court that the Plaintiff recover of the Defend. Francis Baldwin said Sum of $967.12 with interest thereon from Jan. 5. 1880 and further that unless said Judgment be paid within 10 days then that an Order of Sale issue from this Court directing the Sheriff to advertise and Sell the lands described in said petition as upon Execution and bring the proceeds thereof into Court for further Order in distribution.

Judgment & Order

On the 5th of October 1880 the following Cross Petition was filed herein which reads as follows to wit:

J. H. Hamilton Plaintiff
vs.
Francis Baldwin Et als Defts

Union County Ohio. Court of Common Pleas
Answer & Cross Petition of Richmond National Bank.
And now comes the Richmond National Bank and Enters their appearance in this case and that they are a body duly Incorporated and the laws of the United States and doing a general banking business at Richmond in the State of Indiana. That on the 25th day of February A.D. 1878 the said Richmond National Bank recovered a Judgement against the defendant Francis Baldwin and Edward D. Judd & Simpson Price & Decree & Order of Sale of premises in the petition set forth. That on the 13th day of March A.D. 1878 and Order of Sale was issued to the Sheriff of the County of Union Ohio and then Such proceedings were had under the said Order of Sale that the premises in the Mortgage in that case set forth were Sold & three hundred 36 94/100 Dollars applied upon said decree and judgement but it was afterwards discovered that the unpaid taxes on said premises would take probably more than $36.94 and hence $300 was applied of said judgement. On June 16th 1879 an Execution was issued directed to the Sheriff of Union County and said Sheriff made a levy on the premises in the petition described for the balance due on the judgement taken Feb. 25th 1878 for $542 61/100 Int. from from February 4th 1878 and on which there was paid the above mentioned $300 On the 18th of April 1879 leaving then a balance due on their Orginal judgment of $242 61/100 with interest from Feb. 4th 1878 to April 1879 on $542 61/100 and int on $242 61/100 Since April 18th 1879. The defendant the Richmond National Bank asks the Court to protect its claim and for all proper relief in the premises.

Robinsons & Piper Attys for Richmond Nat Bank

State of Ohio } ss
Union County }

L Piper being duly sworn says he is one of the attorneys of the above named Richmond National Bank duly authorized in the premises and that said Bank is

located in Richmond Indiana that none of its Officrs are resident of the Said County of Union Or are now in Said County of ~~Union~~ and that the facts Stated and allegations in the foregoing Answer & Cross petition of the Said Richmond National Bank are as affiant believs true L. Piper

Sworn to before me by L. Piper & by him Subscribed in my presence this 5th day of October 1880 W. M. Winget Clerk

October 6th 1880 the following answer and Cross Petition was filed with the Clerk of Said Court to wit

J. H. Hamilton Plaintiff
vs
Francis Baldwin Bridget Baldwin & Michigan Mutual Ins. Co. Defendants

Court of Common Pleas Union County Ohio.

Answer and Cross Petition.

The Bank of Richwood now comes and leave of the Court having ben first had and Obtained files this his answer Cross petition and Says. That it is an association of individuals Organized for the purpose of doing business within the State of Ohio and unincaporated.

On the 12th day of Febuary 1878 this defendant Bank of Richwood filed its petition in the Court of Common Pleas of Union County Ohio against the Defendant Francis Baldwin and J.W. Scott upon a promissory note with a Warrant of Attorny thereto attached Authorizing Any Attorney of Record within the State of Ohio to confess judgment against the Said Francis Baldwin and J.W. Scott in any Court of Record within Said State and thereupon on Said date of February 12th 1878 a Several Judgement was duly rendered against the said Francis Baldwin and J.W. Scott in said of Common Pleas and duly entered therein for the Sum of Three Hundred Thirty Six 50/100 ($336.50) Dollars with interest at 8 % from Said date. By the Said Judgement the Said Bank of Richwood obtained from Said date of Feby. 12. 1878 a valid Subststing lien upon the premises in the petition discribed.

On the 14th day of Febuary 1878 the Said Bank of Richwood caused an Execution to be ipsued on Said Judgement against the Said Francis Baldwin to the Sheriff of Union County Ohio and the Said 1878 the Said Sheriff of Union County Ohio levied Said Execution upon the lands and tenents in the petition discribed and caused them to be appraised and advertised for Sale according Law but the Same were not Sold for want of bidders. On the 9th day of March 1878 the defendant Francis Baldwin paid to this defendant in Said Judgement the Sum Of One hundred Eighty One ($181.00) Dollars On the 11th day of April 1879 the Said Bank caused a Vendi Exponas to be ipsued against Said lands and an additional levy to be made US against the lands and tenements of the Said J.W. Scott

The defendant the Bank of Richwood Says there is Still due to it from the Said Francis Baldwin on Said Judgement the Sum of One Hundred and fifty Seven 52/100 ($157.52) Dollars with 8 % interest from March 9th 1879 and that the Said Judgement is Still in full force unreversed and as to the Sum of $157.52 is Still unSatisfied and the Said Sum is a Valid lien upon the Said Lands and tenements in the petition described from the 12th day of Febuary 1878.

The defendant also States there is a Sum of $ due as costs in Said Case which Sum is a lien on the Said lands and tenements in the petition described from Said date of Febuary 12th 1878. This defendant the Bank of Richwood therefore prays that if the Sale of the premises in the petition described heretofore made in this case Shall be confirmed then that this defendants lien may be declared as herein before alleged and that a proper and lawful distribution of the proceeds arising from Such Sale may be made to this defendant; that if the Said Sale is not confirmed that an Order of Sale may be issued to this defendant upon the judgment herein Set Out that Said lands and tenements may be Ordered to be Sold &

the proceeds arising from such sale be distributed according to law & for all equitable relief

M. L. Lawrence Geo. Hamilton Attys for Bank

State of Ohio Union County ss } Personally appeared me this 6th day of october 1880 B. L. Talmadge who being by me first duly Sworn Says that he is the Cashier and agent of the Said Bank of Richwood duly authorized to make this affidavit that the facts Sates and allegations contained in the foregoing pleading are true as he verily believe B. L. Talmage

Sworn to before me by B. L. Talmage and by him Subscribed in my presence this 6th day of octobe 1880 P. R. Kerr Notary Public

October 9th 1880 the following } Answer & Cross Petition was filed with the Clerk of Said Court to wit.

J. H. Hamilton Plaintiff } Court of Common Pleas Union County O.

vs } Answer & Crop Petition of Geo. B. Hamilton.

Francis Baldwin Bridget } Geo. B. Hamilton now comes and leave of the Court having been first

Baldwin & Michigan Mutual } had and obtained file this his Answer & Cross Petition and Says

Insurance Co. Defendants } That on a about the 13th day of August 1877 the defendant Francis Baldwin was indebted to one Martha J. Dutton in the Sum of Six Hundred with interest from that date and to secure the payment of Said Sum of $600 and its interest the defendants Francis Baldwin and his wife Bridget Baldwin executed and delivered to the Martha J. Dutton on that date their Mortgage deed to the Said Martha J. Dutton and thereby conveyed to her and her assigns forever the lands and tenements described in plaintiffs petition in this case.

The condition in Said Mortgage was in Substance that the Francis Baldwin had executed his promisory note of even date herewith for the Sum of Six hundred dollars payable four years after date. Now if the Said Francis Baldwin Shall pay Said Sum when the same becomes due then these presents Shall be void. The Said Mortgage Deed were left with the Recorder of Union County Ohio for record October 29th 1879 at 10½ o'clock A M. and was by him recorded November 11th 1879 in Union County Record of Mortgages Vol. 15 pages 296 & 297

The Said Geo. B. Hamilton says he is informed believe and therefore avers the fact to be that was no note given as stated in the condition contained in the said Mortgage above set out but that Said Mortgage was alone executed as the evidence of said indebtedness of Said Sum of Six Hundred Dollars. The said Defendant George B. Hamilton is now the legal owner tholder of Said Mortgage for a full fair and valuable consideration by him paid to the Said Martha J. Dutton and he says that the same was duly transfered and aspigned to him by the deed of the Said Martha J. Dutton and her husband Thomas Dutton dated October 2nd 1880 which deed of assignment and transfer was filed the Recorder of Union County for record October 6th 1880. No payments have been made on the Said indebtedness or Mortgage and the same will not be due until August 13th 1881

This defendant therefore asks that his rights and claim in the Said Mortgage herein set out may be protected by the Court and he asks for all Suitable relief

Geo. B. Hamilton atty for Geo. B. Hamilton

State of Ohio Union County ss

Geo B. Hamilton being Sworn Says that the facts States & allegation contained in his foregoing pleading are true as he verily believes

G B Hamilton

Sworn to before me by Geo B. Hamilton & by him Subscribed in my presence this 9th day of Octobr 1880 Wm. Wenget Clerk

On the 13th day of Octobr 1880 the following Answer was filed herein to wit,

J. H. Hamilton } Court of Common Pleas Union County Ohio

vs } Answer answer and crop Petition of

Francis Baldwin et als } The Aultman Taylor Co.

Over

The Aultman Taylor Co. hereby waive Service and Notice & enter their appearance herein and Say that they are a Corporation duly organized and the laws of Ohio and that on the 28th day of Feb. 1878 they recovered a Judgement against the Said Francis Baldwin et al for the Sum of $114.50 and that on Said day the Same became a lien upon the lands described in the Plaintiffs Petition that there has been paid on Said Judgement the Sum of $29.60 Wherefore Said Company hereby Consent to the Sale heretofore made of Said land the prayer of Said Petition of the Plaintiff and ask that in the distribution of the proceeds of Said Sale their Said Judgement may be paid So far as any money is left in the hands of the Court after the claims against Said premises are paid P. R. Kerr Atty for Aultman Taylor Co.

Answer & Disp. Bl.

State of Ohio Union Co. ss } R. R. Kerr being Sworn Says he is the Attorney for Said Aultman Taylor Co. duly athorized in the premises and he believes the Statements in the foregoing Answer to be true and that Said Co. are non residents of Said Co. are non residents of Union County P. R. Kerr

Sworn to before me and Subscribed in my presence this 13th day of Oct 1880 W. M. Winget Clerk

Sheriffs Return

Notice of Sheriffs Sale

Thereupon was the following Order of Sale was issued by the Clerk of Said Court which reads to wit The State of Ohio Union County ss } To the Sheriff of Said County Greeting.

Whereas at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union upon the 10th day of May 1880 J. H. Hamilton obtained a Judgment & decree against Francis Baldwin for the Sum of Nine Hundred Sixty and 12/100 Dollars and Dollars Costs of Suit. And Whereas it was then and there by Said Court Ordered adjudged & decreed that the Said Francis Baldwin within 10 days from the 10th day of May A.D. 1880 pay unto the Said J. H. Hamilton the Said Sum of Nine hundred Sixty Seven 12/100 Dollars with interest from the 5th day of January 1880 and costs aforesaid and upon default to pay the Same that an Order of Sale issue to the Sheriff of Said County commanding him to proceed according to the Statute regulating Judgments and Executions at Law to sell the real estate described the plaintiffs petition &c. And Whereas the 10 days aforesaid have fully expired and the Said Sum of $967,12 and costs aforesaid have not been paid or any part thereof as appears to us of record and whereas under a former Order of Sale issued out of this Court on the 22d day of June A.D. 1880 the following lands and tenements were appraised advertised and offered for sale to wit. Situate in the County of Union & State of Ohio to wit. M Survey No 9943. Beginning at a Stone in the center of a county road and S.W corner to said Survey thence N 10° W with the west line of Said Survey No. 9943 78 poles to a Stake thence N 80° E 199 32/100 poles to a Stake thence S 10° E 80 poles to the center of said County Road, thence S 81½° W 199 32/100 poles to the place of beginning containing 98 41/100 acres Excepting therefrom fifty acres off of the west end heretofore sold to Jonathan Bell And Whereas a Sale was has under said Order and Set aside by order of Court We therefore command you that you proceed without delay to advertise and Sell according to the Statute regulating Judgment and Executions at Law. The Said premises above described under the appraisement had under the said former Order of Sale to wit. $50.00 per acre and the money arising from Said Sale and of your proceedings herein have you before our Court of Common Pleas next to be holden in and for Said County of Union and make return of this order within Sixty days from the date hereof

Order of Sale

Witness my hand and Seal of Said Court at Marysville this 15th day of November A.D. 1880

W. M. Winget Clerk

And Said Order of Sale was returned and filed December 18th 1880 Endorsed by the Sheriff as follows to wit.

W.P.

The State of Sale here... Marysville ... County) Sa... of said Co... advertised ... Sale to wit ... day of Dec... and between ... G. B. Hamm... four (34) ... thereof and ... Sold and S... Dollars per ... 1200 Return ... J. H. Ham... vs ... Francis B... County Oh... following ... U. M. Survey ... Survey then... to a Stake ... place of beg... heretofore S... P. R. Kerr Atty ... The State ... Marysville ... publication ... Sworn ... On the 10th ... J. H. Ha... vs ... Francis ... Bridget ... upon a ... on the 18th ... finds that ... J. H. Ham... and forty ... the Forty ... of Decem... the lien ... the said ... the 2d M... Union C...

Proof of publication

Sale confirmed

Sale

Sheriffs Return

The State of Ohio Union County ss} In Obedience to the command of the Order of Sale hereto annexed I did on the 17th day of November 1880 cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) Said Lands and tenements to be Sold at public Sale at the door of the Court House of said County on the 18th day of December A.D. 1880 at One oclock P.M. of said day. And I duly advertised the Said Lands and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance of said Notice I did on said 18th day of December A.D. 1880 at the time and place above mentioned proceed to of said Lands and tenements at public sale at the door of said Court House and then and there came G. B. Hamilton for the plaintiff J. H. Hamilton who bid for the same the sum of thirty four (34) Dollars per acre and said Sum being more than two thirds of the appraised value thereof and said J. H. Hamilton being the highest and bidder thereof I then and there publicly Sold and Struck off said Lands and tenements to him for said Sum of Thirty four (34) Dollars per acre Fees Notice to printer 12 Affidavit of Printer 40 writing Notice 30 Poundage 1200 Return 18=Total $13.00 Printers fee $8.50 J. J. Miller Sheriff

notice of Sheriffs Sale

J. H. Hamilton vs Francis Baldwin } Court of Common Pleas Union County O. Order of Sale

By virtue of the above Stated writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville Union County Ohio on Saturday December 18th 1880 at or about the hour of 1 oclock P.M. the following described Real Estate to wit, Situate in the County of Union State of Ohio in U.M. Survey No. 9943 beginning at a Stone in the center of a County road and S.W. corner to said Survey thence N 10° W with the west line of said Survey No 9943 78 poles to a Stake thence N 88° E 199 33/100 to a Stake thence S 10° E 80 poles to the center of said County road thence S 81½ W 199 33/100 poles to the place of beginning containing 98 41/100 acres Excepting therefrom fifty acres off the west end heretofore Sold to Jonathan Bell. Appraised at $50.00 per acre Terms cash

P.R. Kerr Atty for Plff Nov. 17 1880 G.W. pf $8.50 J. J. Miller Sheriff of Union County Ohio

Proof

The State of Ohio Union County ss} The undersigned being duly Sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a Newspaper of general circulation in the County of Union the first publication beginning with November 17th 1880 W. O. Shearer

jurat

Sworn to and Subscribed before me this 10th day of Jany. 1881 W M Wingel Clerk

On the 10th day of January 1881 the following Entry was made in the Journal of said Court to wit

J. H. Hamilton vs Francis Baldwin Bridget Baldwin his wife Defts } Journal Entry Decree on 2d note and Confirmation of Sale

This day this cause came on to be heard upon the Motion of the plaintiff for a decree upon the 2d Note Set forth and copies in the Petition as well as upon a motion to confirm a Sale made by J.J. the then Sheriff of Union County Ohio on the 18th day of December 1880. On consideration of the first Motion the Court finds that there is due at this date from the defendant Francis Baldwin to the Plaintiff J. H. Hamilton on the Second note Set forth in the Petition the Sum of Seven Hundred and forty two 70/100 Dollars ($742.70) which Sum the Court finds to be a lien upon the Forty Eight 44/100 acres of land so Sold by the then Sheriff Miller on the 18th day of December 1880 : which Sum the Court finds to be a better and prior lien than the liens of any of the other Defendants who have filed answer and Cross Petitions upon the Said 48 44/100 acres of land. And thereupon this cause came to be heard upon the 2d Motion which was to Confirm the Sale made by the then Sheriff of Union County Ohio on the 18th day of December 1880. On consideration whereof the Court

Sale confirmed

do find the proceedings of the said Sheriff and the Sale by him made of the lands and tenements in the petition mention and described (after deducting fifty acres of acres lands so mentioned and described which had been Sold previous to the Sale herein mentioned and referred to) to be in all respects in due form of Law.

Sud

ordered

It is therefore considered Ordered and Adjuged and decreed by the Court that the proceedings and Sale of Said 48 $\frac{9}{100}$ acres of land so made by said Sheriff be in all things affirmed and that the present Sheriff of Union County Ohio execute and to Marion Davies assignee of said purchaser J. H. Hamilton a deed for the lands and tenements so Sold as aforesaid in fee simple pursuant to the Statute in case made and provided.

And on motion for an order of distribution. It is Ordered by the Court that of the proceeds of said Sale the said Sheriff pay the costs of this suit taxed to $58.18

2d That he pay the Taxes on said 48 4/100 acres of land so sold in the Sum of $159.59

3d That the residue arising from said Sale be retained by the Plaintiff who became the purchaser and be applied upon the Judgement heretofore rendered in this Cause and upon the decree this day rendered in his favor

Attest W. M. Winget Clerk

Oct. Term

Pleas before his John L. Pater Judge at a Court of Common Pleas begun and held at the Court House in the Village of Marysville within and for the County of Union in the State of Ohio on the 5th day of February A.D. 1881 & heretofore on the 5th day of January 1878 the following Petition was filed with the Clerk herein which reads to wit

2715

Reuben Freshwater Plaintiff
vs
Abram Freshwater & Others

} Court of Common Pleas
Union County Ohio Petition.
The said plaintiff says Wm Freshwater died seized in fee Simple of the following Real Estate in said County of Union Ohio to wit,

Petition for Partition

First. One Lot conveyed by Isaac Dodd to Wm Freshwater being part of Survey No 5135 bounded on the north by the A. R. Bowen lot on the East by William Freshwaters land on the South by said Freshwaters land and on the West by James Hendersons land being part of the William Freshwater homestead farm

Second. Lyne Starling conveyed to William Freshwater being of said Survey No. 5135 beginning at a hickory Oak and Lynn on the west line of the original Survey and corner to the Hannaman Lot, thence with the line of said Lot N 80 E 157 poles to a Stake - thence N 10° W 41 poles to a stake thence N 80 E 120 poles to a Stake in the Middle of Millcreek corner to Browns lot thence down the creek with the meanders to a Stake in the Middle thereof Witness a Hickory and corner to Bowens lot thence with the North line of the Tomlinson Lot S 80° W. 258 poles to a Stake in the west line of the Survey - thence with said line N 10° W. 66 poles to the beginning containing 146 acres more or less and these two Lots constituting the Homestead farm of William Freshwater deceased,

Third. Lot Bought of Peter Rush being part of Survey No. 3351 - Beginning at a Stake in the center of Delaware road N 1/2° East 1 9/10 poles from a Stone at the N East corner of Wm Bancrofts lot in the Town of Marysville thence with the center of said Delaware road S 88 1/2 E 47 poles to a Stake thence S. 3 $\frac{68}{100}$ p/s to a Stake in the free Turnpike thence with the center of said Turnpike S 52 1/2° E 33 $\frac{32}{100}$ poles to a Stake - thence S 71° West parallel with the Rail Road and twenty feet distant from the center of the tracks as now traveled

78 $\frac{46}{100}$ poles
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4 Jane Ca
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Intermarried
7 Anna C.
8 Armand

78 4/100 poles to a Stone - thence N 1½° E 51 7/10 poles to the beginning containing 14 145/160 acres more or up
Excepting 59 Square poles reserved for a road from the Peter Hush house to the Delaware road and
on the Same place that the road out to the Delaware road that is now occupied and used as
Such out lot and Surveyed.
Fourth. also part of Survey No 3350 bought of J.W. Robinson Beginning at a Stone in the center of
the Marysville and Bellepoint road in the East line of the Survey thence with the Survey line
N 10° 40' W 171 2/5 poles to a Stake and two Sugars South E. corner of the McCarty land thence with
the McCarty land S 84° 30' W 82½ poles to a Stone and burr oak acron - thence S 10° 30' E 160 poles to
a Stake in Said road thence S 89° E 88½ poles to the beginning containing 88 acres more less
and being the Thomas Brown place
That by Said Wm Freshwater's last will which has been duly admitted to Probate in Said County
the Said lands were disposed of as follows Viz:
I give and devise to my beloved wife Sarah Freshwater in lieu of her dower the farm on which
we now reside Situate in Dover Township Union County Ohio containing one hundred
and ninety nine and one half acres for the purpose of assisting her to Rear my children
together and Educate them until my youngest child Clark Freshwater is twenty one years old
Pet. I also will that the of two years after my decease my Administrator Shall proceed
and take legal Steps by due Course at law and Sell all my Real Estate in Paris Township
88½ acres in one piece and 14 acres in another piece adjoining Marysville Union County
Cont. Ohio and divide the Same equally after deducting out three hundred paid to Mary
Burns three hunded Dollars to Sarah Hawn Jane Cartmell. Three hundred dollars
Three hundred to Susan Patrick. Three hundred to Abraham Freshwater Three Hundred
to Reuben Freshwater — That Sarah E Freshwater the Widow of Said Wm Freshwater dec. took
under the law & refused to take under the Said Will and by the decree of this Court had her
dower Set off as follows in Said land viz. Being part of Survey No 5135 Beginning on the west
line of Said Survey and Southwest Corner to L. Hush's land thence with the west line of
Said Survey S 10½° E. 61 56/100 poles to a Stake - thence N 82½° E 298 poles to the center of Millcreek
thence up Millcreek with the meanders thereof to a point binding to the following course
and distances N 31½° W 53 poles thence with a line of Said Hush's S 83½° W 120 poles to a
to a Stone in the center of Said road - thence N 10½° W 11 34/100 poles to a Stone - thence S 82½ W 160
to the place of beginning containing One (100) acres of land
The Said Widow has in writing consented to the Sale of all of Said lands Except the
said lands Set off to her in dower and all of the heirs of Said Wm Freshwater dec'd
hereinafter Mentioned are desirous of having all of Said lands partitioned and
brought to Sale with out delay as they are not increasing in value but are by reason of
the rotting of fence &c depreciating in value The Said Widow in Said writing has
assumed to maintain the Minor children of Said William Freshwater dec'd
That the plaintiff is Seized in fee Simple of the one twelfth of Said lands as one of the Sons
of William Freshwater and he resides in Said County of Union — That the following persons
with the plaintiff are the only heirs and legal representives of the Said William Freshwater dec'd
and are Seized in fee Simple of the one twelfth each of Said premises to wit
2 Abraham Freshwater a Son of Said William Freshwater 3 Mary Burns intermarried
with William Burns also is a daughter of Said William Freshwater deceased
4 Jane Cartmell intermarried with one John Cartmell who is a daughter of Said
William Freshwater deceased, 5 Sarah Hawn intermarried with Philip Hawn of
State of Illinois who is a daughter of Said William Freshwater deceased 6 Susan Patrick
Intermarried with one Orson Patrick and who is a daughter of Said Wm Freshwater deceased
7 Anna E. Freshwater a daughter of Said William Freshwater deceased
8 Amanda Freshwater a daughter of Said Freshwater dec'd

9 Louisa Freshwater a daughter of said Freshwater deceased.
10 David B. Freshwater a Son of said Freshwater deceased.
11 Edward Freshwater a Son of said Freshwater deceased.
12 and Clark Freshwater a Son of said Freshwater deceased.
That William Burns the Executor of said Will desires that said Lands be divided and brought as being to the interest of all of said heirs
The the said Shares are to be distributed in connection with the advancements refered to in said Will of said William Freshwater and made to apart of said heirs in the following proportions to wit
To the Plaintiff Reuben Freshwater One twelfth part
To the said Abraham Freshwater One twelfth part
To the said Mary Burns one twelfth part
To the said Jane Cartmell One twelfth part
To the said Sarah Hawn One twelfth part
To the said Susan Patrick One Twelfth part
To the said Anna E. Freshwater One Twelfth part
To the said Amanda Freshwater One Twelfth part
To the said Louisa Freshwater One Twelfth part
To the said David B. Freshwater One Twelfth part
To the said Edward Freshwater One Twelfth part
To the said Clark Freshwater One Twelfth part
Pltffs
Therefore plaintiff asks that all of said heirs and said Widow and said Executor be made defendants to herein and that the rights of all of said parties be settled and a decree for partition be made of said lands and if the same will not bear partition that the same may be Sold & the proceeds divided and that such other and further relief may be granted as the Law & Equity requires
Robinson & Piper Attys for Pltff

Jurat
The State of Ohio Union County ss } Rube Freshwater being duly Sworn deposes and says that he believes all of the allegations of said above petition are
Rube Freshwater
Sworn to before me and Signed in my presence this 5th day of Jany 1878.
W. M. Winget Clerk

Precipe
To Clerk: Issue Summons upon this petition in the above case to the Sheriff of Union County to Abraham Freshwater Mary Burns William Burns Jane Cartmel John Cartmell Susan Patrick Orson Patrick Anna E. Freshwater Amanda Freshwater John Mose Guardian of Louisa Freshwater age 16 years David B. Freshwater age 14 years Edward Freshwater age 11 years and Clark Freshwater age 7 years. Omit all but Mose the Guardian & his words Endorse Partition
Robinson & Piper Attys for Plaintiff

On the 11th day of February 1878 the following was filed herein to wit,
Reuben Freshwater Plaintiff } Court of Common Pleas
against } Union County Ohio Partition,
Waiver Abram Freshwater & others Defendants } We the undersigned Abraham Freshwater
Of Mary Burns Wm Burns Jane Cartmell John Cartmell
Susan Patrick Orson Patrick. Anna E. Freshwater Amanda Freshwater
Summons do hereby waive the issuing of Summons in the above cause & enter our appearance in this cause and unite in asking the Court to Order partition & Sale of the land witness our hands & seals Rube Freshwater. Orson Patrick Susan Patrick. A Freshwater Alice Freshwater William Burns Mary E. Burns

John T. Car
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Motion
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filed his
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Abraham
Answer to
this case
And on
said Cour
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2715
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Abraham Fr
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of partition

John T. Cartmell Jane Cartmell Anna E. Freshwater Amanda W. Freshwater.
We the undersigned Philip Hawn and Sarah Hawn do hereby waive the issuing of
Waiver Summons in this case and enter our appearance in this case and unite with the
plaintiff in asking the Court to order partition and Sale of the land
Witness our hands & Seals
Philip Hawn (Seal)
Sarah Hawn (Seal)

Thereupon the following Summons was issued by the Clerk of said Court to wit
The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting.
Summons We command you to Notify John Mosp Guardian of Louisa Freshwater age 16 years
David B. Freshwater age 14 years Edward Freshwater age 11 years & Clarke Freshwater age 7 years
that they & others have been Sued by Reuben Freshwater in the Court of Common Pleas of
Union County and that unless they answer by the 2d day of February A.D. 1878
the petition of the said Reuben Freshwater against them filed on the Clerks office
of said Court such petition will be taken as true and Judgment rendered accordingly. You make due return of this Summons on the 14th day of January A.D. 1878
L.S. Witness my hand and the Seal of said Court this 5th day of January
A.D. 1878
W. M. Winget Clerk

Endorsed "In action for Partition" And Summons returned Endorsed by the Sheriff as follows
The State of Ohio } Received this writ January 5th A.D. 1878 and pursuant
Union County ss } to its command on the 12th day of January 1878 I notified
Shffs the within named defendants Louisa Freshwater David B. Freshwater
Edward Freshwater and Clarke Freshwater by delivering to each of them a
Return certified copy of this writ with the indorsements thereon and on the 14th day of
January 1878 Notified John Mosp individually and as Guardian of Edward
Freshwater and Clarke Freshwater by delivering to him three certified copies
of this writ with the indorsements thereon one being for himself and the other
two for him as such Guardian. Fees Service 1.95 Mileage 1.50 Cop 1.40 Rule 20 = $5.05
January 14th 1878 J. J. Miller Shiff By S. M. Landon Depty

And thereupon the following Entry was made in the Journal of said Court which reads to wit
Reuben Freshwater }
vs } This day came on this cause on the Motion to Appoint
2715 Abraham Freshwater et als } a Guardian Ad Litem of the Minor defendants and
Motion thereupon the Court being fully advised in the premises do appoint
D. W. Ayers the Guardian Ad Litem of said Infant defendants who appeared and
filed his answer in this case Which reads in the words & figures following to wit.

Reuben Freshwater } Court of Common Pleas Union County Ohio
vs } Answer
Abraham Freshwater et als } The said Louisa, David B. Edward and Clarke
Freshwater Minors by their Guardian Ad Litem comes and for
answer to the petition of the plaintiff Say they ask the protection of the Court in
this case and waive none of their legal rights in the premises. D. W. Ayers Guardian Ad Litem
And on the 12th day of February 1878 the following Entry was made in the Journal of
said Court which reads in the words & figures following to wit.

Reuben Freshwater } This day came the parties and Submitted to the Court
vs } and thereupon the Court being fully advised in the premises
2715 Abraham Freshwater et als } do find the allegations of the petion to be true & the lands in said
petition discribed excluding the Dower 100 acre lot ought to be partitioned as prayed
for in said petition. The Court therefore consider Order and Adjudge that a writ
of partition issue to the Sheriff of this County commanding him by the Oaths of

Order of Partition

J. J. Sager J. B. Whelpley & Thomas Brown three disinterested freholders of the vicinity be make partition of said premises and in so doing that they take in consideration that Mary Burns Sarah Hawn Jane Cartmell Susan Patrick Reuben Freshwater. Abraham Freshwater have recived an advancement of Three hundred dollars each to be taken from their Shares of said land and Subject to that difference that they set off to each of said above named Six heirs they set off one twelfth of said premises and that also taking into account the same advancements they set off to the other Six heirs viz Anna E. Freshwater Amanda Freshwater Louisa Freshwater David B Freshwater Edward Freshwater & Clark Freshwater each one twelfth of said premises and that they return their proceedings to this Court Court at this term thereof.

Thereupon the following writ of Partition was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss} To the Sheriff of said County Greeting.

We Command you That without delay by the oaths of J. J. Sager J. B. Whelpley and Thomas Brown you cause partition to be made of the following discribed premises situate in the County of Union and State aforesaid To wit.

First. One lot conveyed by Isaac Dodd to Wm Freshwater being part of Survey No. 5135 bounded on the north by the A. R. Bowen lot on the East by William Freshwater lands on the South by said Freshwaters land and on the West by James Hendersons land containing 53¾ acres more or less being part of the William Freshwater homestead farm.

Second. Lyne Starling Conveyed to William Freshwater being part of said Survey No 5135 beginning at a Hickory oak and Lynn on the west line of the Original Survey and corner to the Hannamon lot thence with the line of said lot No. 80° E 157 poles to a stake - thence N 10° W. 41 poles to a stake thence N 80° E 120 poles to a stake in the Middle of Millcreek corner to Bowen lot thence down the creek with the Meanders to a stake in the Middle thereof witness a hickory and corner to Bowens lot thence with the north line of the Tomlinson lot S 80° W 258 poles to a stake in the west line of the Survey - thence with said line N 10° W 66 poles to the beginning containing 146 acres more or less and these two lots constituting the Homestead farm of William Freshwater dec'd

Third - Lot bought of Peter Hush being part of Survey No 3351. Beginning at a stake in the center of Delaware Road N 1½ East 1⅞ poles from a stone at the N. East of Wm Bancroft's lot in the Town of Marysville thence with the center of said Delaware road S 88½° E 47 poles to a stake - thence S 3 48/100 poles to a stake in the center of the Free Turnpike - thence with the center of said turnpike S 52½° E 33 32/100 poles to a stake Thence S 71° West - parallel with and 25 feet distant from the center of the track as now traveled 78 96/100 poles to a stone thence N 1½° E 51 8/100 poles to the beginning Excepting 59 Square poles reserved for a road from the Peter Hush house to the Delaware Road and in the same place that the road out to the Delaware road that is now occupied and used as such out lot and now Surveyed. Also part of Survey No. 3350 bought of J. W. Robinson Beginning at a Stone in the center of the Marysville and Bellepoint road in the East line of the Survey thence with the Survey line N 10° 41' W 171 5/10 poles to a stake and two Sugars South E. corner of the Mc Carty land. Thence with the Mc Carty Land S 84° 30' W 82½ poles to a Stone and Burr Oak down thence S 10° 30' E 160 poles to a stake in said Road - thence S 89° E 88¾ poles to the beginning containing 88 acres more or less and being the Thomas Brown place.

Among the persons named herein and in the following proportions to wit and in so doing that they take into consideration that Mary Burns Sarah Hawn Jane Cartmell Susan Patrick Reuben Freshwater Abraham Freshwater have received an advancement of Three hundred Dollars each to be taken from their Share of said Land and Subject to that difference that they set off to each of said above named Six heirs set off One twelfth of said premises

Sh'ffs return

Comm. Report

Report

2715

Conf'm of Comm Report

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and that also taking into account the same advancement they set off to the other six heirs Viz. Anna E. Freshwater Amanda Freshwater Louisa Freshwater David B. Freshwater Edward Freshwater and Clark Freshwater Each. One Twelfth of said premises. Excepting the dower lot of One hundred acres in pursuance of an Order lately made in our Court of Common Pleas within and for the said County of Union in a certain Petition for Partition wherein the said Reuben Freshwater is Petitioner and the said Abraham Freshwater et al are Respondents and that proceedings in the premises you distinctly certify under your hand to our said Court forthwith.

L.S. Witness my name and the Seal of said Court of Common Pleas at the Court House in Marysville this 12th day of February A.D. 1878 W. M. Winget Clerk

This writ was returned filed February 18th 1878 with the following endorsement thereon As commanded by the foregoing Writ of Partition I have executed the same by the oaths of Shffs Return J. B. Whelpley Thomas Brown and F. J. Sager causing said partition to be made as will appear by the Repat of the Commissioners herewith returned.

Given under my hand this 16th day of February A.D. 1878. Fee Service 75 mileage 50 Executing writ 1.50 Swearing Com. 1,00 Repat of Com. 50 Return 20 = $4.25 J. J. Miller Sheriff

Reuben Freshwater
against
Abram Freshwater et al
} Commissioners Repat
Union County Js Court of Common Pleas. In Partition

According to the command of the Writ of Partition in this case issued. and on the call of the Sheriff of said County we the undersigned Commissioners after being first duly sworn. And upon actual view of the premises we are of the opinion that the said lands cannot be divided without manifest Comrs injury and we do estimate the value of the same at Eleven thousand Six hundred & Thirty one and 50/100 (11631.50) Dollars appraised upon the following basis the first two pieces called the Homestead farm Excepting said dower leaving a remainder of 99 A. Report acres at (45) forty five Dollars per acre the above described (66) acres at (40) forty dollars per acre Said 14 acres and 145 poles less 59 poles at (250) two hundred and fifty dollars per acre

Given under our hands this 15th day of February A.D. 1878

Sworn Jan'y
One day $1,50 J. B. Whelpley
One day $1,50 Thos. Brown
One day $1,50 F. J. Sager
} Commissioners

Heretofore on the 11th day of February 1878 The following consent to Sell was filed herein which reads to wit

Waiver to Sell I Sarah E. Freshwater Widow of Wm Freshwater dec'd do hereby consent that all of the land except the 100 acres set off to me for my dower may be sold and that I will maintain the Minor children and if I need any help in maintaining them I will only claim out of the interest on their Share of the 99 acres of the old (Freshwater) farm Sufficient to maintain them so that the adult heirs can all have their Share when the land can be Sold.

Witness my hand and Seal this 2d day of January 1878

Attest J. W. Robinson Sarah E. Freshwater Seal

On the 21st day of February 1878 the following Entry was made in the Journal of said Court viz

2715
Reuben Freshwater
vs
Abraham Freshwater et al
} This day came on this cause to be further heard by the Court and it appearing that the repat of the Sheriff and Commissioners herein before appointed is in all respects regular and it appearing that said lands will not bear partition without manifest injury the Court do confirm & approve said repat and neither desiring to Elect to take said lands at the appraisement it is on Motion of plaintiff ordered decreed by the Court that an Order of Sale issue to the Sheriff of this County commanding him to advertise and sell said lands according to law and report his proceedings to this Court and this cause is Continued

Conf'n of Comrs Report

On the 24th day of February 1879 the following Entry was made in the Journal of said Court

Reuben Freshwater
vs
Abraham Freshwater Et als

The Continuance made in this cause is set aside and thereupon on Motion the Sale made in this cause is set aside and this cause is Continued under former Order

2715

Entry

On the 17th day of October 1879 the following Entry was made in the Journal of said Court viz

Reuben Freshwater
vs
Abraham Freshwater Et al

This day came the parties and by consent of parties the Continuance heretofore made is Opened up and by the consent of Parties the former Orders of this Court as to the third lot in the petition and writ of partition named and described being about 14 acres of land in Paris Township in Survy No 3351 also the fourth lot in the petition named being 88 acres more or less are hereby set aside and held for nought: and as to said third and fourth Lots the same is dismissed from the petition and wholly released from this action and as to all other matters this cause is continued under the former Order of this Court.

2715

Entry

On the 5th of February 1881 the following Entry was made in the Journal of said Court

Reuben Freshwater
vs
Abraham Freshwater Et als

This day came the parties by their Attorneys and by consent of parties the former order of Sale Issued in this case is set aside and the third lot of 14 45/100 acres and the fourth lot of 88 acres described in the petition having been heretofore withdrawn from this case leaving remaining to be disposed of (Excepting of the 100 acre Dower lot which is not hereby disturbed) Only the 99½ acre lot described as follows Situate in the County of Union and State of Ohio. Part of Survey No. 5135 beginning at Stake in the line between the Original Surveys Nº 5135 & 3350 in the center of the Marysville and Watkins Gravel Road line between Paris and Dover Township thence North with the center of said Road N 82½ E. 258 poles to the center of Millcreek thence up the center of said Creek with the meanders thereof to the Southeastedly Corner to the Dower Estate of Sarah E. Freshwater by the plat Recorded in Law Record No. 15 page No 444 of this Court - Thence with the South line of said Dower Estate S 82½ W 298 poles to a Stake in said Survey line. Thence S 10½ E 57 44/100 poles to the beginning containing 99½ acres more or less Thereupon came Reuben Freshwater and Elected to take the above described 99½ acres of land at the appraised Value of Forty four dollars per acre the Court fix the payments to be One third cash one third in one year and one third in two years from this date with interest and the defered payments to be in Notes at Six per cent per Annum and to be Secured by Mortgage on said premises, Upon such payment and securing the same the Court adjudge said premises to the said Reuben Freshwater and the Sheriff is Ordered to Convey said premises to him according to law in fee Simple.

It is further Ordered that the Sheriff out of the proceeds of the said Sale pay first. To the Treasurer of said County the taxes on said premises amounting in all to $00 cts (Tax has all been paid)

Second. To the Clerk of this Court the costs of this proceeding including a Counsel fee of Sixty Eight dollars to Robinson & Piper and Cameron & Benton amounting to $138 10. That of the residue of said payment he pay to the said plaintiff and to Abraham Freshwater Mary Burns Jane Cartmell Sarah Hawn Susan Patrick, Anna E. Freshwater Amanda Freshwater Louisa Freshwater David B. Freshwater Edward Freshwater and Clark Freshwater each one Twelfth part thereof.

Fourth And of the said notes for Deferred payments that he pay to each of the said last above named parties one Twelfth part thereof.

Mortgage

All oth other matters in regard to the said advancement is not hereby adjusted but left to be settled by the Executor of said Will in his final Settlement with said Estate.

W. M. Wright Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union and State of Ohio on the 10th day of January 1881. Heretofore on the 14th day of August 1880 the following Petition was filed with the Clerk of said Court which reads to wit.

William C. Hastings Plaintiff
against
Eliza A. C. Gill Etals Defendants

Court of Common Pleas Union County Ohio

Petition.

1st The plaintiff says That the said Defendants Eliza A. C. Gill Lewis F. Gill Henry D. Gill Joshua L. Gill Thomas J. Gill. Charles F. Gill Edwin S. Gill are the sole heirs and legal representatives of Joshua L. Gill deceased late of said County of Union Ohio. That on or about the 9th day of March A.D. 1880 the said Joshua L. Gill died leaving a Will. which duly admitted to Probate and record by the Probate Court of Union County Ohio and Letters testamentary were thereupon issued to the said defendant Eliza A. C. Gill the Executrix name in the said Will by said Court and the said defendant Eliza A. C. Gill thereupon duly qualified

2d The said Joshua L. Gill in his lifetime and on the 13th day of October A.D. 1873 made and delivered to said plaintiff his promisory note of that date and thereby promised to pay to said plaintiff or bearer the sum of Six Hundred and Sixty Seven Dollars on the 1st day of April A.D. 1876 for value received at Eight per cent intrest from April 1st 1874 There are the following credits on said note, April 1. 77 $80 Aug. 1. 77 $80 Dec. 1. 77 $80 April. 1. 78 $30. Feb. 15. 79 $10 March 15. 79. $5. April 18. 79 $10. May 15. 79. $10 July 15. 79 $10. Sept. 15. 79. $10. April. 1. 80 $10. July 1. 80. $25 (a Copy of said note is hereto attached marked "Exhibit A")

3d The said Joshua L. Gill in his lifetime and on the 13th day of October A.D. 1873 to secure the payment of said note which was given for the purchase money of the premises hereinafter described executed and delivered to the said plaintiff his Mortgage deed thereby Conveyed to said plaintiff his heirs and assigns the following lands and tenements Situate in said County of Union and State of Ohio and being all of Out Lots Numbers Seventy five (75) and Seventy Six (76) in the Village of Richwood Union County Ohio For a more Specific description reference is hereby made to the record of the plat of said duly recorded in the Record of the Recorders office at Marysville Union County Ohio The condition contained in said Mortgage was in substance that if the said Joshua L. Gill or his legal representatives should pay said note with intrest therein mentioned when the same became due the said Mortgage to be void

4th On the 1st day of November A.D. 1873 at One o'clock P.M. the said Mortgage was delivered to the Recorder of said County to be by him Entered on record and was recorded on the 4th day of November 1873 in Book 10 page 319.

5th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Six hundred & Twenty eight 25/100 Dollars with intrest at Eight per cent from the 1st day of July A.D. 1880

7th The said defendant Mary R. Haines claims some intrest in or lien upon said premises but the plaintiff is ignorant of the Nature or extent thereof and demands proof thereof.

8th The said plaintiff asks that said Mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said debt & for such other & further relief as Equity and the nature of the case may require

Carpenter & Broderick Attorneys for Plff

Jurat

State of Ohio } William C. Hasting the plaintiff being Sworn makes oath that
County of Union ss } the facts Stated in the foregoing petition are as affiant believes
true
W. C. Hastings
Sworn to by Said William C. Hastings before me and Signed by him in my
presence this 13th day of august A.D. 1880. Wm. Wright Clerk By Jabe Randall Dipty

Precipe

Clerk Issue Summons to Sheriff on the within petition Except Mary R. Haynes to Sheriff of
Union County O. returnable according to law Endorse "Foreclosure of Mortgage
and Equitable relief
Carpenter & Broderick Attorneys for Plff

Summons to Shff of Union Co

And thereupon the following Summons was Issued by the Clerk of Said Court
The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting
We command you to notify Eliza A.C. Gill Lewis F. Gill Henry D. Gill Joshua L Gill
Thomas J. Gill Charles F. Gill Edwin S. Gill that they & another have been Sued
by William C. Hastings in the Court of Common Pleas of Union County and that
unless they answer by the 11th day of Sept. A.D. 1880 the petition of the Said
William C. Hastings against them filed in the Clerks Office of Said
Such petition will be taken as true and Judgment rendered accordingly
You will make due return of this Summons on the 26th day of Aug. A.D. 1880
Witness my hand and the Seal of Said Court this 14th day
of Aug. A.D. 1880 W. M. Wright Clerk
On the back of this writ was "Foreclosure of Mortgage and Equitable relief"
The State of Ohio Union County ss Received this writ August 14th A.D. 1880 at 4
o'clock P.M. and pursuant to its command Served the Same on the 18th day
of August 1880 by delivering a certified Copy thereof with the endorsements thereon

Shffs Return

to each of the within named Eliza A.C. Gill Lewis F. Gill Henry D. Gill Thomas J.
Gill Charles F. Gill and Edwin S. Gill and by leaving a certified copy thereof
with the endorsements thereon at the residence of the within named Joshua L Gill
Fees Service $1.55 Mileage 1.60 Copy 1.75 Return 10 = $5.00 J.F. Miller Sheriff

Summons to Franklin Co

The State of Ohio Union County ss To the Sheriff of County of Franklin Greeting
We command you to Notify Mary R. Haynes that She & others have been Sued by
William C. Hasting in the Court of Common Pleas of Union County and that unless
they Answer by the 11th day of Sept. A.D. 1880 the Petition until be taken as true and judgment
rendered according
You will make due return of this Summons on the 26th day of Aug. A.D. 1880
Witness my hand and the Seal of Said Court this 14th day of
Aug. A.D. 1880 W. M. Winget Clerk
Caused In action for Foreclosure of Mortgage & Equitable relief" Endorsed by Shriff Court

Shffs Return

The State of Ohio Franklin County ss.
Receive this Writ August 17th A.D. 1880 at 9 o'clock A.M. and pursuant to its
command I served Mary R. Haynes with a true Copy of this writ with all the endorsement
thereon by leaving a Copy at her usual place of residence this 25th day of August
A.D. 1880 Fees Service 30 Mileage 48 Cop 20 Mf 3 Total $1.01
John A. Rickenbacker Sheriff of Franklin Co Ohio By Alb Rickenbacker Dpty

On the 11th day of September 1880 the Answer of Mary R. Haynes was filed herein to wit

William C. Hastings Plff } State of Ohio Union County ss
vs } Court of Common Pleas
Eliza A.C. Gill et als Defts } Answer of Mary R. Haynes

Now comes the Said Mary R. Haynes and for answer to
the petition of the Said plaintiff Says. That on the 14th day of October
A.D. 1880 by the consideration of this Court Such proceedings were had

Answer of Mary R. Haynes

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William C.
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3668

Entry

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Order of Sale

Order

Answer of Mary R. Haynes

that dower was assigned to this defendant in the rents and profits of said Lots No 74, 75 in the Sum of Twenty Seven dollars per year so long as She shall live to be paid one half Oct. 15 and April 15th of each year and the same was made, and is now a lien and charge upon and against said lots No 75-76 in said petition mentioned

Therefor this defendant asks that if said property be sold that it sell subject to her Dower right and that She be fully protected in her said claim which is the first Abst lien upon said premises Cameron & Benton Attys for Mary R. Haynes

State of Ohio Union County ss Mary R. Haynes being first duly Sworn deposes and says that the facts stated and allegations made in the foregoing answer are true as She believes Mary R. Haynes

Sworn to before me by said Mary R. Haynes and by her Signed in my presence this 11th day of September 1880 W. M. Winget Clerk

Jurat

On the 21st day of September A.D. 1880 the following Entry was made in the Journal of said Court which reads to wit

William G. Hasting
vs
Eliza A. G. Gill Et als

3668

This day this cause came on for hearing upon the demurr of the defendants to the plaintiff's petition herein filed and the same was argued by Counsel and Submitted to the Court. On consideration whereof the Court do overule the demurrer and the defendants not desiring to further plead and the case coming on for hearing upon the pleading and the evidence the Court do find that there is due from the said defendants Eliza A.G. Gill Lewis J. Gill Henry D. Gill Joshua L. Gill Thomas J. Gill. Charles F. Gill and Edwin S. Gill as the heirs and legal representatives of said Joshua S. Gill deceased the Sum of Six Hundred and thirty Eight and 97/100 Dollars with interest at Eight per centum per annum thereon from the 13th day of September A.D. 1880

Entry

Judgment

The Court also finds that said defendant Mary R. Haynes has a valid and Subsisting lien thereon as claimed in her answer and cross petition herein filed - The Court further find that the said Joshua S. Gill and the said defendant Eliza A. G. Gill during the lifetime of the said Joshua S. Gill. Executed and delivered to said plaintiff their Mortgage deed to secure the payment of the above sum of money so as aforesaid found to due said plaintiff and that the same is a valid and Subsisting lien on the premises described in said plaintiffs Petition

It is therefor considered. Ordered and decreed that in case the said defendants fails for ten days from the Entry of this decree to pay to said plaintiff the said Sum so found due as aforesaid. And to the Clerk of this Court the costs herein taxed an Order issue to the Sheriff of said County commanding him to appraise advertise and Sell said premises in plaintiffs petition described according to law Subject to the lien of the said defendant Mary R. Haynes and apply the proceeds of said Sale so far as the same may be necessary in Satisfaction of the said Sum so found due with interest and costs of Suit to all of which ruling Orders & decrees of the Court the defendants Eliza A. G. Gill & the heirs of Joshua S. Gill Except and give Notice of their intention to appeal.

Order of

Sale

Thereupon the following Order of Sale was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss} To the Sheriff of said County Greeting.

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 21st day of September A.D. 1880 in the cause of William G. Hasting Plaintiff and Eliza A. G. Gill Et als Defendants It was Ordered adjudged & decreed as follows to wit. That in case the said defendants fail for ten days from the Entry of this decree to pay to said plaintiff the Sum of Six hundred thirty Eight 97/100 Dollars with interest at 8% from Sept. 13th 1880 and to Clerk of this Court the Costs herein taxed $ an Order issue to the Sheriff of said County Commanding him to appraise advertise and Sell said premises in plaintiffs petition described according to law. Subject to the lien of Mary R. Haynes and apply the proceeds of said Sale so far as the same may necessary in Satisfaction of the said Sum so found due with interest and cost of Suit.

Order

of Sale

Description. Situate in the County of Union and State of Ohio and being all of In Lot number Seventy Five (75) and Seventy Six (76) in the Village of Richwood For a more Specific description reference is hereby made to the Record of the plat of said Village duly Recorded in the Recorders office at Marysville Union County Ohio.

We Therefore Command You That you proceed to carry said Order Judgement and Decree into execution agreeably to the true thereof and that you expose to Sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the proceeds of such Sale in Satisfaction of said Judgment and decree with costs and Interest as Specified therein and that at your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Witness my Signature as Clerk of said Court of Common Pleas and the Seal of said Court at Marysville Ohio this 16th day of November A.D. 1880 W. M. Winger Clerk

Sheriffs Return

This Order was returned Filed. Endorsed by the Sheriff as follows to wit The State of Ohio Union County ss. In Obedience to the command of the Order of Sale hereto annexed I did on the 30th day of November 1880 Summon George Smith H.J. Perry and D. W. Godman three disinterested freeholders residents of said County who were by me duly Sworn to view and appraise the Lands and tenements therein described and afterwards on the 30th day of November A.D. 1880 said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real Value in money of the same at Eight hundred and fifty Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County and on the 30th day of November 1880 I caused to be advertised in the Marysville Tribune (a Newspaper printed & published and of general circulation in Union County) said Lands and tenements to be Sold at public Sale at the door of the Court House of said County on the 31st day of December A.D. 1880 at One oclock P.M. of said day. And having advertised the said Lands and tenements for more than thirty days previous to the day of Sale to wit five Consecutive weeks and in pursuance of said Notice I did on the 31st day day of December A.D. 1880 at the time and place above mentioned proceed to offer said Lands and tenements at public Sale. And then and there came William C. Hastings who bid for the same the Sum of Eight hundred (800) Dollars and said sum being more than two thirds of the appraised Value thereof and said William C. Hastings being the highest and best bidder therefor I then and there publicly Sold and Struck off said Lands and tenements to him for said Sum of Eight hundred (800) Dollars

Fees Sumg & Swearg Appers 1,50 writing appraisal 40 copy of Appraisal 40 notice of Printer 12 Affidavit of Printer 40 writing Notice 30 Mileage 1,60 Roundage 3,00 = Total $7,72 Appers fee 1,50 Premises fee 1,50

William C. Hastings vs Eliza A. C. Gill Et als

J. J. Miller Sheriff
Sheriff's Sale
Court of Common Pleas Union County Ohio
Order of Sale

Notice of Sale & Proof

By Virtue of the above Stated Writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville Ohio on Friday December 31st 1880 at or about the hour of One O'clock P.M. of said day the following described Real Estate Subject to the dower interest therein of the defendant Mary R. Haynes to wit

Situate in the County of Union and State of Ohio and being all

of Sale

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The State
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William C
vs
Eliza A. C.

Confirmation of Sale

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of Dr Lots number Seventy five (75) and Seventy Six (76) in the Village of Richwood.
For a more Specific description reference is hereby made to the Record of the Plat of said Village
duly recorded in the Recorders office at Marysville Union County Ohio. Appraised at $550.00
Terms cash. Carpenter & Broderick Attys Nov 30. 1880. 5 W p 55 720 Jr J Miller Sheriff of Union County

The State of Ohio } The undersigned being duly Sworn Says that a copy of the annexed
Union County ss } notice was publish for five consecutive weeks in the Marysville Tribune
a newspaper of genral circulation in the County of Union the first publication
beginning with Dec. 1. 1880 W. O. Shearer

Sworn to and Subscribed before me this 10th day of January 1881 W. M. Winget Clerk

And on the 10th day of January 1881 the following Entry was made in Journal of said Court which reads to wit

3668 — William B. Hastings vs Eliza A. B. Gill et als — On Motion of the said plaintiff by Carpenter & Broderick his Attorneys and producing the return of the Sheriff of this County of a Sale of Real Estate made by him on the 31st day of Dcember A.D. 1880 to William B. Hastings on an Order of Sale in this case dated the 16th day

Confirmation of Sale — of November A.D. 1880 and the Court on Examination of said proceedings being Satisfied that said Sale has been made in all respects in conformity to law it is Ordered that the said Sale and proceedings be and the same is hereby confirmed and the said Sheriff is Ordered to make to the purchaser a deed for the Lands & tenements so Sold,

Deed Ordered — And the Coming now to the distribution of the proceeds of said Sale it is hereby Ordered that the Sheriff out of the money in hands pay first. The costs of this action taxed to $32.45 2d To the purchaser the taxes now a lien on said lands amounting to $131.43 it appearing that he is desirous of assuming the payment thereof.
3d To the plaintiff what is now due on his Mortgage amounting to $634.48
4th And the balance remaining of $1.62 to Eliza A.B. Gill defendant

Attest W. M. Winget Clerk

Pleas before the Honorable John L. Porter Judge at a Court of Common Pleas begun and held at the Court in Marysville within and for the County of Union in the State of Ohio on the 19 of January 1881
Heretofore on the 4th day of August 1880 the following Petition was filed with the Clerk of said Court to wit

3664 — Eli G. Piper Administrator with the Will annexed of the Estate of William Gabriel deceased vs Benjamin H. Williams & Rebecca Williams his wife John Williams A. V. Kennedy & G. F. Morse Executors of the Estate of A. V. Morse deceased Farmers Bank and Bank of Marysville Defendants — Petition — Court of Common Pleas Union County Ohio. Petition for Equitable Relief. Plaintiff Says On the 19th day of February A.D. 1876 he was duly appointed and qualified and Letters were granted to him as Administrator with the Will annexed of the Estate of William Gabriel Therefore deceased,

That as said Administrator of said Estate this plaintiff received a Judgement against one George Sinclair and the defendant Benjamin H. Williams on the 25th day of February A.D. 1878 for the sum of $412.61/100 with interest at Eight per cent per annum. That the George Sinclair was at that time insolvent and has since recovery of said Judgement removed from the State of Ohio to the State of Kansas as plaintiff is informed where he now resides. On the 3d day of April A.D. 1878 an Execution was issued said Judgement directed to the Sheriff of the said County of Union said Execution was on the 27th day of June A.D. 1878 returned Clerk of the Court of said County and by said Clerk filed in said Court.
On said execution appears the following endorsement to wit. State of Ohio Union County ss. Received this writ April 4th 1878 and pursuant to its command thereof same day I have the same on the following real Estate in the County of Union and State of Ohio

Petition Contd.

and bounded and described as follows. Beginning at a Stake & Stone South west Corner to M. H. Burnham in the center of the Milford & Irwin Gravel road. Thence with the land of the said M. H. Burnham S 52½° E 190 poles to a Stake & Stone in W line of Survey No 5265 Thence with said line N 8° W 76 poles to a Stake and Stone corner to N. H. Burnham - thence with his line S 88° E 64 poles to the center Of Treacles Creek thence down said creek with the meandrings thereof to the lower corner on the creek of 100 acres to John & Benjamin H. Williams thence with the South line of said 100 acres S 82½° E 140 poles to a Stake and Ash Corner to John Williams - thence with his line S 27½° W 41 poles to a Stake & Hickories Corner to said Sarah E. Williams 14 acre lot thence with the North line of said lot N 82½ W. to the center of Treacles creek thence down the creek with the meanders thereof to the upper corner on the creek to 53½ acre lot set off to John Williams - thence with the Northerly line of said lot N 52½° W 176 poles to a Stone in a line of Sarah E. Williams 54½ acre lot - thence with the South line of said lot N 45° E 19 poles to a Stone Corner to said 54½ acre lot - thence with the North east line of said lot N 52½° W 64 poles to a Stake in the Milford and Irwin gravel Road - thence with the center of Road N 38½° E 3 poles to the beginning containing 90½ acres more or less part of Survey No. 7492 - 9461 - 7790 & 526 - Also Benjamin H. Williams undivided in the following real Estate Situate in the County of Union State of Ohio & Township of Union and bounded and described as follows to wit Part of Survey No. 5265 Beginning at a white oak and an ash Corner of lot No 2 as described on the plat of lands Mark "A" and made a part of the record in the partition cause of Nicholas H. Burnham and wife against William Hopkins in Union County Common Pleas Thence S 2° W 58 poles to a Stake North Easterly Corner to a tract of 102 acres of land conveyed to John Williams by Benjamin Hopkins and which is Erroneously called the Southwesterly corner of said Williams tract on the Sheriffs deed to Wm. P. Hopkins thence with said line of said Williams N 84° W. 260 poles to a Stake in the center of Treacles creek - thence up the creek with the meanders thereof N 37° (E) 23 poles thence N 11° E 46 poles a Stake in the westerly corner to Lot No 3. as described on said plat - Thence with the South line of said lot No. 3 S 34° E 225 poles to a Stake in the Southerly line Of lot No 2 thence with said line S 39° E 7 poles to the beginning Containing 100¼ acres more or less and lots Nos 4 & 5 as described on plat aforesaid and to which reference is hereby made (For said return of said Execution See Execution Docket L. page 144.

On said Judgement there was paid on Nov. 5th 1879 the Sum of $108 64/100 as pro rata Share of said Execution with other Executions in the proceeds of Sale of Chattels made privately under direction Of Bank of Marysville

Plaintiff says there is an unpaid balance of said Judgement amounting three hundred three & 97/100 dollars with interest on said Judgement from the 25th day of February A.D. 1878 which is a lien on the premises above described

Plaintiff is informed that James Fullington Chas Phillis & W. W. Woods doing busines as Bank of Marysville. The Farmers Bank. The Estate of Alfred V. Morse late of Union County Ohio deceased claim to have liens on said above described premises and Also William P. Hopkins.

Plaintiff therefore asks. that the said Bank of Marysville. Farmers Bank & G. F. Morse & A. V. Kennedy Executors of the Estate of the said Alfred V. Morse deceased and William P. Hopkins be made parties defendant in this action and required to set up their Several liens on said premises & prove the same that the said Several liens be marshalled and that an Order be made authorizing and directing the Sale of said premises & that the said liens out of the proceeds of Such be paid in the order of their priority & for all proper relief on the premises Robinson & Piper Attys for Plff

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State of Ohio Union County ss. Eli G. Piper being duly Sworn according to law
Says the facts Stated and allegations in this foregoing petition are
as he verily believes true E G. Piper
Sworn to before me by Eli G. Piper and by him Subscribed in my presence
this 17th day of July A.D. 1880 W. M. Winget Clerk By Jabez Randall Dep'y.
To Clerk Issue Summons upon the petition in the above case to Sheriff of Union County
Ohio for Benjamin H. Williams Ruhama M. Williams & John Williams & William P.
Hopkins returnable according to law Endorse Equitable Relief
Robinson & Piper Atty's for Plaintiff

Notice waived

We hereby waive the issuing of Summons & Service of process in this case and
enter our appearance Farmers Bank By Joseph Newlove
Fullington Phelps & Woods, A.V. Kennedy & G.Z. Mase Ex. of A.V. Mase dec'd by J.M. Kennedy Atty

Summons

Thereupon the following writ of Summons was issued which reads in the words & figures to wit.
The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting
We command you to Notify Benjamin H. Williams and Ruhama M Williams and
John Williams that they & either have been Sued by Eli G. Piper Administrator with the will annexed
of the Estate of William Gabriel dec'd in the Court of Common Pleas of Union County and that unless
they answer by the 4th day of September A.D. 1880 the petition of the said Eli G. Piper against them filed
in the Clerks office of said Court such petition will be taken as true & judgment rendered accordingly
You will make due return of this Summons on the 16th day of August A.D. 1880
Witness my hand and the Seal of said Court this 4th day of August
A.D. 1880 W. M. Winget Clerk

Sheff's Return

On the back of this Summons was "In action for Equitable relief" And the Sheriff return which reads to wit
The State of Ohio Union County ss } Received this writ August 6th A.D. 1880 at 5 o'clock P.M. and
pursuant to its command Served the same on the 6th day of August 1880 by delivering a
certified copy thereof with the endorsements thereon to the within named John Williams and
leaving a certified copy thereof with the endorsements at the residence of the within named
Benjamin H. Williams and Ruhama M. Williams. Fees Service 75 Mileage 70 - 6 cp. 75 Total $2.20
J. J. Miller Sheriff

On the 3d day of September 1880 the following Answer and Cross Petition was filed herein to wit

3664

Eli G. Piper Administrator with the will
annexed of the Estate of William Gabriel Dec'd
vs
Benjamin H. Williams & Ruhama Williams his wife
John Williams. A.V. Kennedy & George Z. Mase Executors
of A.V. Mase deceased Farmers Bank & Bank of Marysville Defts

Court of Common Pleas
Union County Ohio
Answer of A.V. Kennedy

Answer & Cross Pet.

The said defendant A.V. Kennedy
Now comes and for answer to the Petition of the plaintiff
Says he is the only appointed Executor of the Will of A.V. Mase deceased by the terms
of said Will That the said George Z. Mase was his Co Executor by the terms of said Will
and that On or about the day of 1880 said George Z. Mase filed with the
Probate Court of Union County his resignation of his Trust leaving said A.V. Kennedy
the Sole Executor of said Will. That on the 12th day of March in the year of our Lord A.D.
1870 the said Benjamin H. Williams and Ruhama M. Williams did convey a part of the premises
described in the petition of the plaintiff to the said A.V. Mase in his life time to Secure the
payment of the Sum of Sixteen hundred & Eighty dollars due one year from said date without
interest till due said premises are described as follows to wit, Beginning at a Stake & Stone north
west corner to N.H. Burnham's in the center of the Milford and Irwin Gravel Road thence with a
line of the said W. H. Burnham S 52½ E. 190 poles to a Stake & Stone in the west line of Survey
No. 5265 thence with said line N 8° E 76 p. to a Stake and Stone corner to said

Copy of
A.V. Morse

N.H. Burnham thence with his line South 83° E. 64 poles to the Center Treacles creek, thence down said creek with the Meandus thereof to the lower corner on the creek of 100 acres belonging to John & Benjamin H. Williams thence with the South line of said 100 acres S 82½ E. 140 poles to a Stake & Ash corner to John Williams thence with his line S 2½ W. 41 poles to a Stake & 3 hickories corner to Corner to Sarah E. Williams 19 acre lot with the north line of said lot N 82½ W to the center of Treacles creek thence down said creek with the Meandus thereof to the upper corner on the creek to the 53½ acre lot Set off to John Williams thence with northeasterly line of said lot N 52½ W. 176 poles to a Stone in the line of Sarah E. Williams 54½ acre lot thence with South easterly line of said N 45° E 19 poles to a Stone corner to said 54 acre lot thence with the North east line of said lot N 52½ W. 64 poles to a Stake and Stone in the center of the Milford & Irwin Gravel Road thence with the center of said road N 38¼ E 3 poles to the beginning Containing 90½ acres more or less part of Survey No° 7492-9461 & 5265 Excepting the right of way of John Williams to and from the Milford & Irwin Gravel Road and northerly corner of the 53½ acre to set off to him Over the northerly part of the said 90½ acre lot above described and it being the same tract of land assigned and Set off to said Benjamin H. Williams in a proceeding in partition in the Court of Common Pleas of Union County Ohio at its January Term 1870 Wherein Benjamin H. Williams was Petitioner and John Williams and Sarah E. Williams were respondents. Said Conveyance was made in fee and Mortgage to Secure the payment of the Sum money above Stated with interes after due which deed of Mortgage was afterwards on the 8th day of May 1870 duly left with the Recorder of said County of Union and from that date the lien of the said A.V. Morse attached and the said A.V. Kennedy as Such Executor Says that the Said Benjamin H. Williams (paid) on the same the following Sums as interest on the said Mortgage note as follows March 12th 1873 Interest paid up to this date March 12th 1874 Interest paid up to this date March 12th 1875 Interest paid up to this date. March 12th 1876 Interest paid up to this date March 12th 1878 Interest paid to this date And the Said A.V. Kennedy as the Executor of the Estate of A.V. Morse deceased Says there due Said Estate upon Said Note for which Said Mortgage was given to Secure the Same the Sum of Sixteen Hundred and Eighty Dollars with interest thereon from the 12th day of March A.D. 1878 from the Said Benjamin H. Williams to Said Estate and is and has been a lien on the said premises from said 8th day of May A.D. 1870 aforesaid 2d cause of action. And for a further answer to the petition of the plaintiff the Said A.V. Kennedy as Executor of Said Estate say that in the suit of

A.V. Kennedy & G.F. Morse Executors of the Estate of A.V. Morse Deceased
vs
George Sinclair & Benjamin H. Williams Defts

In Union County Court of Commom Pleas on Note Said Plaintiff as Executor Obtained Judgement VS Defendants for the Sum of $1022 99/100 debt On the 8th day of September A.D. 1879 and costs taxed at $6 00/100 this costs in this action and this Def. A.V. Kennedy Says the Said Judgement is full force in law and Wholly unpaid and is and has been a Subsisting lien on Said premises from the 8th day of Sept. A.D. 1879

The prayer of the Answer of Defendant is that upon the final hearing of this case that an account be made of the liens herein Set out and that their priorities be ajusted and he have a decree and Order of Sale of the premises Mortgaged to Secure his first mentioned claim of the premises herein described and out of the proceeds thereof that Said claim be Satisfied and upon his Judgement lien herein he have a decree and Order of Sale of any or all the premises discribed in the plaintiffs petition to Satisfy the Same and that the Same be paid of the proceeds of Said Sale

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in its Order of priority and for all proper relief

J. M. Kennedy Atty for A. V. Kennedy

State of Ohio Union County ss } A. V. Kennedy being Sworn Says the facts & allegations
Jurat of the foregoing petition are true as he believes A. V. Kennedy
Sworn to & Subscribed before me this 3d day of September 1880
W. M. Winget Clerk

On the 27th day of September 1880 the following Entry was made in the Journal of Said Court to wit

Eli G. Piper Administrator }
vs }
3664 Benjamin H. Williams Et als Defts } This day came the plaintiff and moved the Court
here for leave to make William P. Hopkins a
party defendant by inserting his name in the Original
Petition without filing an amended petition it appearing that Said Wm P. Hopkins
holds a Mortgage lien on a portion of the premises in the petition described, no one
objecting and the Court being fully advised in the premises grants leave to make
the change in the Original petition and the Said William P. Hopkins a party defendant,

And thereupon the following Summons was Issued by the Clerk of Said Court which reads to wit

The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting
We Command you to Notify W. P. Hopkins that he and others have been Sued by Eli G.
2d Piper Adm. in the Court of Common Pleas of Union County and that unless he answers
Summons by the 6th day of November A.D. 1880 the petition of the Said Eli G. Piper against them
filed in the Clerks Office of Said Court Such petition will be taken as true and
Judgement rendered accordingly.

You will make due return of Summons on the 18th day of October A.D. 1880
L S Witness my hand and the Seal of Said Court this 5th day of October A.D. 1880
(Endorsed In action for Equitable relief) W. M. Winget Clerk

Shffs Summons returned and filed Oct. 7th 1880 duly endorsed by the Sheriff as follows to wit,
The State of Ohio Union County ss Received this writ October 6th A.D. 1880 at 9
O clock A. M. and pursuant to its command Served the Same on the 7th day of October
Return 1880 by delivering a certified Copy thereof with the Endorsments thereon to the within
named W. P. Hopkins Fes Servic 35 mileage 70 Copy 25 $1.30 J. J. Miller Sheriff

On the 16th day of October 1880 the following Entry was made in the Journal of Said Court to wit

Eli G. Piper Administrator with the Will
Annexed of the Estate of William Gabriel dec'd } Marshaling liens &c
3664 vs
Benjamin H. Williams Et als } Now come the plaintiff herein and the defendants
Benjamin H. Williams, Ruhama N. Williams & John Williams being in default
for Answer and demurrer the Court find that the allegations of the petition are confessed that
the equities in the case are in favor of the plaintiff and that there is due the plaintiff as the Administrator
with the will annexed of Said Estate of William Gabriel from the defendant Benjamin H. Williams
On Said Judgment in the petition Set forth. on the first day of this term of this Court the Sum
of Three hundred Sixty five 48/100 Dollars with interest from that date at the rate of Eight per
cent per annum And the Court further find that by reason of the premises that the Said Sum
of $ 365 48/100 is a lien on the premises in the petition described and took effect as Such
on the first day of the February term of this Court at 1878 to wit the 4th day of February 1878.

It is therefore Considered Ordered & decreed that unless the defendant Benjamin H. Williams Shall within
ten days from the entry here of pay or cause to be paid to plaintiff herein the Said Sum of $ 365 48/100 with
interest at 8% from the first day of this term of this Court together with the costs herein
expended taxed to $ that an Order of Sale Shall issue to the Sheriff of Said Union
County for the Sale of Said premises directing him to sell Said premises and

bring the proceeds into Court for further Order and as to all Matters of Incidents of Lien and all other matters this cause is Continued.

On the 16th day of Octobr 1880 the following Entry was also made herein which reads to wit

Eli G. Piper Administrator with the Will annexed of the Estate of William Gabriel Decd.

3664 VS

Benjamin H. Williams & Ruhama M. Williams his wife John Williams A.V. Kennedy & George W. Morse Executors of the Estate of A.V. Morse deceased Farmers Bank and the Bank of Marysville Defts

Entry

This cause coming on for hearing was Submitted to the Court upon the pleadings and evidence on consideration whereof the Court find that the defendants Benjamin H. Williams & Ruhama M. Williams his wife Executed and delivered to the Said A.V. Morse in his lifetime. the Mortgage Deed as described in the Answer & Cross Petition of A.V. Kennedy and George W. Morse as the Executors of A.V. Morse Decd and that Said Mortgage was duly Recorded in Book Page of the Records of Mortgages of Union County and is the first and best lien on the premises described in the Answer and Cross petition of defendants Kennedy & Morse as Executors of the Estate of A.V. Morse deceased. The Court further find that the Condition of defeasance in Said Mortgage has been broken and that Said Executors of Said A.V. Morse deceased are entitled to have the defendants Equity of Redemption foreclosed. It is therefore Considered and decreed that unless the Said defendants Benjamin H. Williams and Ruhama Williams Shall within 10 days from the Entry of this decree pay or Cause to be paid to the Clerk of this Court the Costs in this case and to Said plaintiff the Sum of $1936.48 Dollars with interest from the 6th day of October 1880 according to the terms of Said Mortgage and the Said defendants Equity of Redemption be foreclosed and Said premises Shall be Sold and an Order of Sale issue therefor to the Sheriff of Union County directing him to Sell Said premises as upon Execution and bring the proceeds into Court for further Order.

Judgt & order of Sale to issue

As to all questions of usury this cause is continued.

On November 1st 1880 the Answer & Cross Petition of Wm. P. Hopkins was filed herein to wit

Eli G. Piper Admr. &c. Plaintiff

3664 against

Benjamin H. Williams Et als Defendants

Court of Common Pleas Union County Ohio

Answer & Cross Petition of Wm. P. Hopkins.

Ans & Cross Pet of W.P. Hopkins

And now comes the Said William P. Hopkins and for answer by way of Cross Petition to the petition of plaintiff herein filed Says.

1st On the 10th day of January A.D. 1866 the Said defendant Benjamin H. Williams & John Williams made and delivered to Said defendant William P. Hopkins their promissary note of that date and thereby promised to pay to Said defendant or bearer the Sum of Three Thousand Dollars in one year after the date thereof for value received and payments were made thereon as follows January 10th 1867 Interest paid to date January 10th 1869 Interest paid date and January 10th 1870 Interest paid to date (a copy of which note with Endorsements thereon is here attached marked Exhibit "A")

2d On the Said 10th day of January A.D. 1866 to Secure the payment of Said note the Said John Williams and Benjamin H. Williams Executed & delivered to Said defendant William P. Hopkins their Mortgage deed and thereby conveyed to Conveyed to Said his heirs and assigns the One Hundred and ¼ acre tract of land described in Said petition and owned by Said John Williams and Benjamin H. Williams the Conditions Contained in Said deed was in Substance that if the Said John Williams and Benjamin H. Williams or any one for them Should pay Said note then Said Mortgage to be void.

3d On the 10th day of January A.D. 1866 at 6¾ Oclock P.M. the Said Mortgage

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Order of Sale

was delivered to the Recorder of said County to be him entered on record and was recorded on the 16th of Jan A.D. 1866 in Book 5 page 443 & 444 Union County Records of Mortgages
4th Said and has become absome absolute. There is due and remaining unpaid upon said indebtedness the sum of Three Thousand Dollars with interest thereon from the 10th day of January A.D. 1870
5th Said defendant William P. Hopkins therefore asks that if said premises are sold he receive out of the proceeds thereof the amount due him in the premises as above set forth and for all proper relief Carpenter & Broderick Attorneys for Dft Wm P. Hopkins

State of Ohio County of Union ss
William P. Hopkins the above named defendant being Sworn makes oath that all the facts stated in the foregoing Answer and Cross Petition are as affiant believes true William P. (his mark) Hopkins

Jurat — Sworn to by said William P. Hopkins before me and Signed by him in my presence this 1st day of November A.D. 1880 W. M. Winget Clerk

On the 15th day of December A.D. 1880 the Answer of defendant Ruhama M. Williams was filed herein to wit,

3664 — Eli G. Piper Admr &c Plaintiff / against / B. H. Williams Et Als Defendants — Court of Common Pleas / Union County Ohio No. / Ruhama M. Williams' Answer

And now comes the said defendant Ruhama Williams and for answer to the petition of said plaintiff and the Answer and Cross Petition of said defendants Alfred V. Kennedy and George F. Mase as Executors of the last Will & Testament of Alfred V. Mase deceased Says

Answer of Ruhama Williams — 1st That She is owner and holder of the legal title to said premises in said petition and Answer and Cross petition described and has so owned and held the legal title thereto since the 1st day of April A.D. 1878
2d Defendant further says that She is the wife of said Defendant Benjamin H. Williams and that She is a resident of said State of Ohio and that the Court find that the title to said premises was conveyed after the liens so set up in said petition and answer and cross petition aforesaid attached to said premises then that She is entitled to the sum of Five Hundred dollars in lieu of a homestead as against the Judgment of said Eli G. Piper Admr &c. and the Judgment of said A.V. Kennedy and G.F. Mase Exrs &c. and the Judgment of Fullington Phillis & Woods and the Farmers Bank of Union County O.
Said defendant therefor asks that She be protected in her title and for said Sum if said liens are held valid as against said of Five Hundred dollars as aforesaid in lieu of a homestead and for all other and proper relief in the premises Carpenter & Broderick Attorneys for Dft. Ruhama M. Williams

Jurat — State of Ohio County of Union ss The defendant Ruhama Williams being Sworn makes oath that the facts stated in the going Answer are as affiant believes true Ruhama M. Williams
Sworn to by said Ruhama Williams before me and Signed by her in my presence this 14th day of December A.D. 1880 W. M. Winget Clerk

Order of Sale — On the 31st day of December 1880 the Order of Sale hereto for issued herein was duly returned to wit
The State of Ohio Union County ss To the Sheriff of said County Greeting
Whereas at a term of the Court Pleas held at Marysville in and for said County on the 16th day of October A.D. 1880 in the cause of Eli G. Piper Admr. of the Estate of William Gabriel Deceased Plaintiff and Benjamin H. Williams et als. Defendants It was ordered adjudged and decreed as follows to wit. That unless the defendant Benjamin H. Williams shall within ten days from the Entry hereof pay or cause to be paid to plaintiff herein the sum of $365.98 with interest at 8 % from the first day of

this Term of this Court together with the costs herein Expended taxed to $
that an Order of Sale Shall issue to the Sheriff of said Union County for the Sale of
said premises directing him to sell said premises and bring the proceeds into Court for
further order. Description Of Lands to be Sold.

Order of Sale

Situate in the County of Union and State Of Ohio Beginning at a Stake & Stone South west corner to N. H. Burnham in the center of the Milford and Irwin Gravel Road thence with the line Of the said N. H. Burnham S 52½° E 190 poles to a Stake & Stone in the W. line of Survy No. 5265 thence with said line N 8° E 76 poles to a Stake & Stone corner to N. H. Burnham thence with his line S 83° E. 64 poles to the center of Treacles creek thence down said creek with the Meanderings thereof to the lower corner on the creek of 100 acres to John and Benjamin H. Williams. Thence with the South line of said 100 acres S 82½° E 140 poles to a Stake and ash corner to John Williams thence with his line S 27½° W 41 poles to a Stake and Buckeyes corner to said Sarah E. Williams 12 acre lot thence with the North line of said lot N 82½° W. to the Center of Treacles creek thence down the creek with the meanders thereof to the upper corner on the creek to 53 acres set off to John Williams thence with the Northerly line of said lot N 52½° W. 176 poles to a stone in a line of Sarah E. Williams 5½ acre lot thence with the Southerly line of said lot N 45° E 19 poles to a Stone Corner to said 5½ acre lot - thence with the North East line of said lot N 52½° W. 64 poles to a Stake in the Milford and Irwin Gravel Road. thence with the center of said road N 38½° E 3 poles to the beginning Containing 90¼ acres more or less part of Survey Nos 5441-7740 5442-5265

Also Benjamin H. Williams undivided interest in the following Real Estate Situate in the County of Union State of Ohio and Township of Union & bounded and described as follows to wit Part of Survey No 5265 Beginning at a white oak and ash South easterly Corner of lot no 2 as described on the plat of lands marked "A" and made a part of the records in the partition cause of Nicholas H. Burnham & wife against William Hopkins in Union County Common Pleas - thence S 2° W 58 poles to a Stake North easterly corner to a tract of 102 acres of land conveyed to John Williams by Benjamin Hopkins and which erroneously called the S. westerly corner of said Williams tract on the Sheriff to Wm P. Hopkins - thence with said line of said Williams N 84° W 260 poles to a Stake in the center of Treacles creek thence up the creek with the meanders thereof N 37° (E) 23 poles thence N 11° E 46 poles to a Stake in the Westerly corner to lot No 3 as described on said plat - thence with the South line of said lot No. 3 S 34° E 225 poles to a Stake in the Southerly line Of Lot No 2. thence with said line S 37° E 7 poles to the beginning containing 10 0/4 acres more or less & being Lots Nos 4 & 5 as described on plat aforesaid and to which reference is hereby made.

We Therefore Command you That You proceed to carry said Order Judgement & decree into Execution under the Statute regulating Sales on Execution and that you apply the proceeds of such Sale in Satisfaction of said Judgement and decree with costs & interest as Specified therein and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

L S

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville Ohio this 19th day of November A.D, 1880 W.M. Winget Clerk

Sheriffs Return

The State of Ohio Union County ss } In Obedience to the command of the Order of Sale hereto annexed I did on the 22d day of Novmber 1880 Summon H. Stokes W. Hill and J. F. Bennett three disinterested freeholders residents of said County who were duly Sworn by me to view and appraise the lands and tenements therein described and afterwards on the 22° day of November A.D, 1880 said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the same

Proof of Public notice

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Eli G. Piper

Benjamin

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1st described at $362.00 Second described $140.50 Dollars a certified copy of said Appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County and the 24th day of November 1880 I caused to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County) said lands tenement to be Sold at public Sale at the door of the Court House of said County on the 27th day of December A.D. 1880 at One o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance to said notice I did on said 27th day of December A.D. 1880 at the time and place above mentioned proceed to offer said lands and tenements at public Sale and then and there came Ruhama M. Williams who bid for the first described tract $2414.00 and for the second described tract $936.00 Dollars and Sum being more two thirds of the appraised value thereof and said Ruhama M. M. Williams being the highest and best bidder therefor I then and there publicly Sold and Struck off said lands and tenements to her for said sum of first described $2414.00 2d described tract $936. Dollars Fees Summoning & Swearing Appr's 1.50 Conveying Appr's 1.50 Writing appraisal 40 Copy of Appraisal 40 notice to Printer 12 Affdt of printer 40 writing notice 30 Mileage 1.00 Poundage 43.50 Total $43.50 Appr's fees 3.00 Printer 24.00

J. J. Miller Sheriff

Eli G. Piper Adm. of the Estate of Wm Gabriel dec'd
vs
Benjamin H. Williams et al

In Court of Common Pleas Union County O.
Order of Sale

By Virtue of the above Stated writ from said Court to me directed I will offer at Public Sale at the door of the Court House in Marysville Union County Ohio On Monday December 27th 1880 at or about the hour of One O Clock P. M. the following described Real Estate to wit Situate in the County of Union and State of Ohio beginning at a Stake & Stone Southwest Corner to N. H. Burnham in the center of the Milford and Irwin Gravel Road. thence with the line of the said N. H. Burnham S 52½° E. 140 poles to a Stake and Stone in W. line of Survey No 5265 thence with said line N 8° E 76 poles to a Stake & Stone corner to N. H. Burnham. thence with his line S 83° E. 64 poles to the center of Treacles Creek thence down said creek with the meanderings thereof to the lower corner on the creek of 100 acres to John and Benjamin H. Williams thence with the South line of said 100 acres S 82½° E 140 poles to a Stake & Stone corner to John Williams thence with his line S 27½° W 41 poles to a Stake and 3 hickories corner to Sarah E. Williams 19 acre lot thence with the north line of said lot N 82½° W to the center of Treacles creek thence down the creek with the meanders thereof to the upper corner on the creek to a 53 acre lot set off to John Williams thence with the northerly line of said lot N 52½° W 176 poles to a stone in the line of Sarah E. Williams' 54½ acre lot thence with the Southerly line of said lot N 45° E 19 to a Stone corner to said 54½ acre lot thence with the North east line of said N 52½° W 64 poles to a Stake in the Milford and Irwin gravel road thence with the center of said road N 38½° E 3 poles to the beginning containing 90½ acres more or less part of Surveys nos 7492-9461-7790 & 5265

Also Benjamin H. Williams undivided interest in the following real Estate Situat in the County State of Ohio and Township of Union and bounded and described as follows to wit Part of Survey No 5265 beginning at a white Oak & ash South easterly corner of Lot No 2. as described on plat of lands marked "A" and made part of the record in the partition cause of Nicholas H. Burnham and wife against William Hopkins in Union County Common Pleas. thence S 2° W 58 poles to a Stake northeasterly corner to a tract of 102 acres of land conveyed to John Williams by Benjamin Hopkins and which erroneously called the Southwesterly corner of said Williams tract on the Sheriffs deed to William P. Hopkins. thence with said line of said Williams N 84° W 260 poles to a Stake in the center of Treacles creek thence up the creek with the meanders thereof N 37° E. 23 poles thence N 11° E 46 poles to a Stake in the westerly corner

Proof of Public notice

of lot no 3 as described on said plat thence with the South line of said lot no 3. S 34° E 225 poles to a Stake in the Southerly line of lot no. 2 thence with line S 39° E 7 poles to the beginning containing 10 1/4 acres more or less and being lots Nos 4 & 5 as described on plat aforesaid and to which reference is hereby made. First described tract appraised at $ 3620 Second described tract appraised at $1403.50 J. J. Miller Sheriff

Robinson & Piper attys for Plff Nov 24th 1880 5 W. pf $ 24.50

The State of Ohio Union County ss } The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with November 24th 1880 W. O. Shearer Sworn to and Subscribed before me this 2d day of Feby 1881. W. M. Wenger Clerk

(plat)

January 19th 1881 the following Entry was made in the Journal of said Court to wit

Eli G. Piper Admr Entry

3664 vs This day this cause came on for hearing upon Motion of

Benjamin H. Williams et. als Plaintiff to confirm a Sale of the Real Estate of the defendants Benjamin H. Williams & Ruhama M. Williams his wife upon a former Order of this Court and upon the Answer of said Ruhama M. Williams filed herein Since the allowance of said Order of Sale and upon the Answer & Cross petition of A. V. Kennedy as Executor of A. V. Morse deceased and the Answer & Cross Petition of William P. Hopkins the other defendants being in default for Answer or demurer although as the Court finds from the evidence and Exhibits all of the defendants herein have heretofore voluntarily entered their appearance herein or been brought by Summons regularly issued. After hearing the evidence the Court finds as to the claim of title set up in the Answer of Ruhama M. Williams whatever rights She might claim thereunder as to Others She has none as against any of the claims or liens set forth in this Action all of said Mortgage and Judgment liens being prior to and better than hers and that as against any and all the Mortgage and Judgment liens herein set forth her said title is void and of no effect. The Court further finds as to the Answer of said Ruhama M. Williams that she entitled in lieu of her homestead out of the proceeds of the Sale of the premises herein made as against all the liens Except Mortgage of A. V. Morse and the Mortgage of William P. Hopkins which the Court finds was Executed by said Benjamin H. Williams while an unmarried man the full amount of Five Hundred Dollars if enough there remains after Satisfaction of said Mortgage liens. And the Court on a careful examination of the proceedings of the said Sheriff being satisfied that said proceedings have been had in all respects according to law and the Orders of this Court it is Ordered That the said proceedings and Sale be and they are by approved and confirmed. And it is further Ordered that the said Sheriff Convey to the purchaser Ruhama M Williams by deed in fee Simple the lands and tenments So Sold and the said purchaser is hereby Subrogated to all the rights of the lien holders in said premises so far as they may be paid herein for the protection of her title,

Sale Confirmed

It proceeds distributed

And the Court Coming now to distribution the proceeds of said Sale amounting to $3350.00 it is Ordered that the Sheriff out of the money in hands pay.

1st	The costs of this action taxed at	$ 95.45
2d	The taxes on said premises	94.92
3d	To Defendant William P. Hopkins on his mortgage	936.00
4th	To A. V. Kennedy Ex. on A. V. Morse dec'd. Mortgage	1967.46
5th	To Mrs Ruhama M. Williams in lieu of her homestead the balance of	256.17

2661 Petition

6th As to the G. F. Morse as E of the Farmer to and postpone are none of

Pleas before Court House February A.D. with the Cle

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That Sa interest am from defen due plaintiff $110 for bric Dilp on the house in C was the o furniture & has since b and clothin note coming That thou husband the guilty of gr unprincipled neglected t has on de to leave the

6th As to the Judgement of Eli G. Piper Admr. plaintiff the Judgement of A.L. Kennedy and G.F. Mase as Executors of A.V. Mase decd. the Judgement of the Bank of Marysville O. and the Judgment of the Farmers Bank of Union County Ohio. The Court finds all of Said Judgments to be Subsequent to and postponed to the liens above Ordered to be paid and that said last named Judgment Creditors are none of them entitled to Share in the proceeds of said Sale now in the Sheriffs hands

Attest W. M. Wenget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 14th day of February A.D. 1879. Heretofore on the 5th day of February A.D. 1877 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit,

2661

Margaretta B. Lush Plff
against
Jacob Lush Dept.
Defendant

Court of Common Pleas Union County Ohio. Petition

The said plaintiff complains of the said defendant and says that she was on the day of September 1875 lawfully married to

Petition

That prior to said Marriage each of said parties had a family of children by former marriages and that the two families have ever since until within a few days lived together – That plaintiff had a considerable sum of money & notes coming to her by virtue of the Estate of her former deceased husband Frederick Ell and which was use in the erection of a new brick dwelling & business house on the west half of In Lots No. 116 & 117 in the Town of Marysville of said County of Union and which sum so expended was by the agreement of said parties to be secured to the plaintiff by defendant upon said real estate which was owned by the defendant and in pursuance of said arrangement the defendant on the 19th of July 1876 executed to the plaintiff his Mortgage deed conveying to the plaintiff in fee Simple the said Real Estate with all of its appurtenances and improvements with a condition of defeasance upon his payment of the note of same date given by defendant to plaintiff for thirty five hundred and fifty dollars ten years after said date with interest from said date payable annually from. A Mistake of $40 was made in the amount of said note and Mortgage and the same should have been $3590 instead of $3550 the mistake accruing by a credit in adding the claims. Which Mortgage so executed was duly recorded Oct. 23 1876 in Vol. 12 page 577 of the record of Mortgages in said County and thus became and still is a lien on said premises

That said defendant hath not paid any part of said principal & interest and on years interest amounting to two hundred and thirteen dollars became due the plaintiff thereon from defendant Oct. 23d 1877 & which sum with interest thereon from July 19, 1877 now due plaintiff from defendant. And plaintiff on the 1st day of April 1877 paid John Weaver $110 for brick which went into said house and One hundred and Eight dollars to John Dilp on the 17th of Oct 1877 money borrowed to pay John Widman Carpenter for work on said house in addition to said $350. – The plaintiff at the time of said Marriage was the owner of a considerable quantity of personal property consisting of household furniture & dishes & Stoves & bedding & clothing which She has held as her own ever since & has since her Marriage bought with her own means other property consisting of furniture and clothing which She claims as her. Plaintiff is now Surety for defendant on a $200 note coming to the Bank of Marysville which She will have to pay

That though the plaintiff has conducted herself in all respects properly towards her said husband the defendant has not treated her as he should but on the contrary has been guilty of gross neglect of duty towards her and has remained much of the time intoxicated to such extent as to be unable to attend to any business & has refused & neglected to assist in the Support and maintainance of their said families & has on diverse times and occasions called her abusive names and told her to leave the house and has in order to insult and humiliate her Seized and

violently driven out of the house respectable persons who were in the house with her consent & approval and has from time to time taken Special Occasion to hurt her feelings & annoy her by abuse and harsh language & epithets in regard to her and her family. Defendant has, threatened to caused plaintiff to lose all her property and uses all his efforts to embarass her in regard to her property. That by reason of the defendants and gross neglect of duty and his abuse of herself and increasing drunkeness the plaintiff has been compelled to abandon him and live by herself taking her children with her into the front part of said house up stairs and one room below Separate from the defendant & his Children and has taken her own furniture &c as aforesaid but the four hogs still remain in the pen which She claims one half & the defendant threatens to take them with the other two in the pen belonging to both of them.

The plaintiff therefore asks the Court to grant an injunction against defendant restraining him from interfering with or annoying plaintiff & from interfering with her property and from taking said two hogs belonging to the Plff and plaintiff further asks a decree for proper alimony and for the enforcement of her rights in regard to said Mortgage and a Sale of said premises to satisfy her said claim & for further proper relief

Robinson & Piper Attys for Plff

Jurat — The State of Ohio Union County ss.
The plaintiff Margarella B. Lush being duly Sworn says the allegations of the foregoing petition are all true
Margarella B. Lush
Sworn to before me & Subscribed in my presence this 5th day of Dec. 1877
W. M. Winget Clerk

Precipe — To Clerk. Issue Summons upon the petition in the above case to the defendant Jacob Lush returnable according to law also send copy of petition. Endorse Injunction asked Alimony, foreclosure of Mortgage for $3550.00 with interest from July 19, 1876 and Other Sums claimed
Robinsons & Piper

Summons — The State of Ohio Union County ss. } To the Sheriff of the County of Union Greeting
We command you to Notify Jacob Lush that he has been sued by Margarella B. Lush in the Court of Common Pleas of Union County and that unless he Answer by the 12th day of January A.D. 1878 the petition of the said Margarella B. Lush against filed in the Clerks office of said Court of such petition will be taken as true and judgement rendered accordingly
You will make due return of this Summons on the 24th day of December A.D. 1877
Witness my hand and the Seal of said Court this 10th day of December A.D. 1877
W.M. Winget Clerk

Sheff's Return — "Injunction asked Alimony & foreclosure of Mortgage for $3550.00 with 6% interest from July 19th 1876 and other Sums claimed. Summons was returned Endorsed by the Sheriff to wit
The State of Ohio Union County ss. } Received this writ December 10th A.D. 1877 at 1 o'clock P.M. and pursuant to its command I served the same by delivering to the within named Jacob Lush a certified copy of this writ with the endorsements thereon Also on the same day I delivered to Jacob Lush a copy of the Petition Fees Service 35 Mileage 20 Copy 20 return 15 — Total 90.
J.J. Miller Sheriff By S.M. Landon Deply

On the 10th day of May 1878 the following Entry was made in the Journal of said Court

2661
Margaret Lush
vs
Jacob Lush

Entry — This day came on this cause to be heard on the motion of Defendant to require the plaintiff to Separately State and number her causes of action Whereupon the Court being fully advised in the premises do Sustain said Whereupon the plaintiff dismissed without prejudice all claims & rights of action mentioned in said petition except that relating to the Mortgage described

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in said petition upon which she asks a decree of foreclosure and Order of Sale
Also on the 13th day of May 1878 the following Entry was made in the Journal of said Court to wit.

Margaretta B. Lush
vs
2661 Jacob Lush

Leave granted to plaintiff to file an amended Petition and Petition filed May 13th 1878 which reads to wit.

Margaret B. Lush
vs
Jacob Lush

Court of Common Pleas Union County Ohio
Amended Petition.

The said Plaintiff for her amended petition says that on the 19th day of July 1876 the defendant executed to her the plaintiff his note and Mortgage deed conveying to the said plaintiff the west half of In Lots No 116 & 117 in the Village of Marysville in said County of Union Ohio in fee simple but having a condition of defeasance that if said defendant should pay to the plaintiff or her assigns his Note of thirty five hundred & fifty dollars due in ten years from said date of July 19th 1876 with interest thereon payable annually from said date then the said Mortgage deed to be come void but otherwise the same to remain in full force.

Amended Petition

That said Mortgage so executed and delivered to plaintiff She caused to be duly recorded Oct 27. 1876 in Vol 12 page 574 of the Records of Mortgages of said County and the same has remained a lien thereon ever since.

The defendant hath paid no part of said note and no part of the interest thereon and there is due to her from said defendant One years interest to wit the Sum of Two hundred & thirteen dollars with interest from July 19th 1877 thereon and a like sum will become due each July 19. to come until the 19 of July 1886 at which time the principal of said note will become due to the plaintiff on said Mortgage - The condition of said Mortgage has been broken by the failure to pay said interest and the said conveyance has become absolute Subject to the defendants right of redemption by payment of said interest past due as aforesaid

The said Mortgage is the Separate property of the plaintiff and was for money advanced by plaintiff to defendant to build the house on said premises and to remove liens thereon under a Special Arrangement that said interest would be paid by defendant to plaintiff as her Separate property. The defendant though often requested to pay said Sums has wholly failed to pay any part of the Same and She the plaintiff therefore asks that the defendant be required to pay the Same at an early day to be named by the Court And in default thereof that an order of Sale issue for said property.

Plaintiff further says said real estate is wholly insufficient to Satisfy said Sum Secured by Said Mortgage and therefore She asks that the same be placed under the control of a Receiver to receive the rents thereof to be paid upon said claims of plaintiff as the Court may hereafter Order

Robinson & Piper & McClaurence Attys for Plff.

The State of Ohio Union County ss Margaret B Lush Plaintiff being duly sworn

Jurat deposes and says the allegations of the foregoing Amended Petition are all true

Margaretta B. Lush

Sworn to before me & Signed in my presence this 13th of May 1878

S. P. Mulford Notary Public [illegible]

On the 18th of May 1878 the Answer of Defendant was filed herein which reads as follows to wit

Margaretta B. Lush Plff
vs
2661 Jacob Lush Deft

In Union County Court of Common Pleas
Answer

The defendant Jacob Lush for his Answer to the petition of the said Plaintiff says that said plaintiff is the wife of this defendant and at time of said Marriage and still is the owner in fee simple of a valuable lot in in Marysville and the said plaintiff at the time of said Marriage was

Answer of Defts.

poseped of some means and money and by an arrangement between parties there was erected upon said premises a valuable brick block paid for out of the means of both parties, and after the same was completed it was estimated by said parties and their friends acting for them that $3500 would fully and completely cover each and all sums advanced by plaintiff and all the defendant pecuniary obligations to her so it was agreed and arranged that said defendant was to have ten years to pay said money back & it was estimated his right and separate interest in said property would equitably entitle him to the use of said property from that time so said Mortgage promised that when said note was paid it was to be void but did not so provide nor was it so intended as to interest But the said defendant was to pay the interest along as he could Spare it from his business & keep his family.

The defendant further answering says that he has often tried to settle with the plaintiff as to matters between them and has paid her interest as fast as he could Spare the means and in fact as the said defendant now charges he has paid her all or nearly all the interest that is due her and that he is and has been able & willing to pay her all her due whenever the same can be ascertained by Settlement.

The defendant says that he furnished to Conrad W. Ell a Son of the plaintiff by a former marriage boarding at the request of the plaintiff and upon he agreement & promises that the Should apply on said interest which boarding begun on the 26th day of February 1877 and ended on the 8th day of November 1877 and which boarding was reasonably worth $130 00 and it was agreed by plaintiff and defendant that the same Should apply on said interest. And this defendant Says that he furnished boarding to Maggy Ell a daughter of the plaintiff by a former marriage and did at the request of the plaintiff and which the plaintiff agreed to pay as follows which boarding begun on the 15 day of August 1877 to the 3d day of December 1877 and which boarding was reasonably worth Thirty five dollars and which was agreed by the plaintiff and defendant Should apply upon the payment of said interest.

The defendant Settled his accounts as Guardian of the plaintiffs children and there was found money had been advanced by this defendant for the plaintiff's children to the Sum of $43,70 which the said plaintiff agreed to pay and which of right Should be applied on said interest Said Settlement and agreement was on the 21st day of March 1878.

The plaintiff abandoned the defendant about the 2d day of December 1877 and just before leaving She contracted bills for herself clothing to the amount of about $10 00 which the defendant has since paid and which of right ought apply on said interest.

The defendant says he has paid the taxes on said premises and kept the same in repairs and has been willing ready and able to fairly Settle and adjust all his affairs with the plaintiff and pay whatever may be equitably due to her and he asks the Court here to State an account between said parties and that upon payment of the same if any balance should be in favor of the plaintiff that her petition may be dismissed and this defendant to go hence & recover his costs

And the defendants asks that the said action as to the foreclosure of the said Mortgage may be dismissed and for all proper relief.

Cameron & Benton and D. W. Ayres Attys for Defendant

State of Ohio Union County ss

Jacob Lush being first duly Sworn Says the facts Stated & allegations made in the foregoing Answer are true as he verily believes Jacob Lush

Sworn to before me by said Jacob Lush and him Subscribed in my presence this 18th day of May 1878

W. M. Winget Clerk

and on the
Margaret
vs
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She admits
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vs
Jacob

2661

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2d Entry

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And on the 18th of May 1878 the following Reply was filed herein which reads as follows to wit,

Margaretta B. Lush } Court of Common Pleas Union County Ohio.
vs } Reply
Jacob Lush } The plaintiff for Reply to said Answer of the defendant
Says She denies each and every one of allegations thereof except that She admits the item of $43.70 Stated in said Answer was since the commencement of this action agreed to be applied as therein Stated.
2d The plaintiff further Says that Conrad Wm Ell has fully paid his board as claimed in said Answer on work and by $28 loaned said defendant by said Wm Ell & by $2 paid to John Waidman for the said Defendant by said Wm Ell but denies that said board of said Conrad Wm Ell Amounted to over fifty dollars and therefor She asks decree as herein before prayed for
Robinson & Piper & M. G. Laurence Attys for Plff
The State of Ohio Union County ss. } The said Margaretta B. Lush being duly Sworn deposeth
and Says She believes the allegations of the foregoing Reply to be true
Sworn Margaretta B. Lush
Jurat Sworn to before me & Signed in my presence this May 18th A.D. 1878
W. M. Wright Clerk By Jabez Randall Deply

On the 20th of May 1878 the following Entry was made in the Journal of said Court which read to wit

Margaretta B. Lush } Foreclosure
2661 vs } This day came on this cause to heard on petition Answer and Reply
Jacob Lush } and testimony whereupon the Court being fully advised in the premises do find there was due on said Mortgage as interest July 19th
1st Entry 1877 the Sum of two hundred & thirteen dollars. that the defendant has a claim for balance
& judgt. on board after deducting his claim for work &c the sum of $22.40 which plaintiff had agreed
Order of Should be applied on said interest and that the defendant paid for Shoes and board $5.50/100 which
Sale Should also be applied as payment on said interest which Sums together with the $43.70 not
controverted being deducted leaves $146.99/100 unpaid to which interest to the 20th day of May
1878 being added the Court finds the balance due & unpaid on said Mortgage this 20th of May
1878 to be $154.24. It is therefor Ordered and adjudged by the Court that the defendant pay
to the plaintiff said sum found due to her as aforesaid amounting to $154.24 within 20 days with
interest & costs and in default thereof thereof that an Order of Sale issue to the Sheriff of this County
Commanding him to appraise advertise and Sell the premises described in said petition as
Mortgaged to plaintiff by defendant to Satisfy said debt interest & costs and as to the
interest coming due & the principal of said note and & Mortgage this cause is Continued
Notice of appeal by the defendant and Bond fixed by the Court at $300.

On the 18th of September the following Entry was also made in the Journal of said Court to wit

Margaretta B. Lush
2661 vs } This day came on this cause to be further heard upon the Motion
Jacob Lush } of the plaintiff for decree & Order of Sale for the interest accruing
on the Mortgage since Original decree was entered.
Thereupon the Court being fully advised in the premises find the allegations of this
2d Entry petition & the Motion are true and the Sum of two hundred and thirteen dollars became
due as interest on said Mortgage July 19th 1878 Since the last term of this Court &
Judgt. the interest on said $213 to this date is two dollars making $215 dollars now due as said interest
Order of It is therefor considered ordered and decreed by the Court that unless said defendant
Sale &c pay said Sum of two hundred & fifteen dollars with interest & cost in addition to
the decree rendered at the last term of this Court within ten days that an
Order issue to the Sheriff commanding him to appraise advertise & Sell
said premises said petition described and the proceeds be bring in to

Court and for the purpose of distributing the Same and for Sums yet to become due This cause is Continued

On the 25th day of Novembr 1878 the following Order of Sale was Issued herein to wit

The State of Ohio Union County ss To the Sheriff of said County Greeting

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 20th day of May A.D. 1878 in the cause of Margaretta B. Lush Plaintiffs and Jacob Lush Defendant It was Ordered Adjuged and Decreed as follows to wit, That the defendant pay to plaintiff $154 24/100 within 20 days with interest and costs and in default thereof that an Order of Sale Issue to the Sheriff of this County commanding him to appraise advertise and Sell the premises described in plaintiffs petition to Satisfy said Judgemint interest and costs

Description. The west half of In Lots No 116 & 117 in Marysville Union County Ohio.

Order of Sale

We Therefore Command you That you proceed to carry said Order Judgement and decree into execution agreeable to the tenor thereof and that you Oppose to Sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the proceeds of Such Sale in Satisfaction of said Judgemint and decree with costs and interest as Specified therein and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 25th day of November 1878 W. M. Winget Clerk

The State of Ohio Union County ss

In obedience to the Command of the Order of Sale hereto annexed I did on the 28th day of Novmber 1878 Summon Alf Scott M. Thompson and Solomon Buly three disinterested freeholders of said County who were by me duly Sworn to view and appraise the lands and tenements therein described and afterwards on the 28th day of November A.D. 1878 said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the Same at Thirty five hundred (3500) Dollars a certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 11th day of December 1878 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of geral circulation in Union County) Said lands and tenements to be Sold at public Sale at the door of the Court House of said County on the 11th day of January A.D. 1879 at one oclock P.M. of said day. And having advertised the said and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance of said Notice I did on the said 11th day of January A.D. 1879 at the time and place above mentioned proceed to offer said land and tenements at public Sale at the door of the said Court House and then and there came James W. Robinson who bid for the Same the sum of Twenty four hundred (2400 00) Dollars and said Sum being more than two thirds of the appraised value thereof and the said James W. Robinson being the highest & best bidder therefor I then and there publicly sold and Struck off said Lands & tenements to him for said Sum of Twenty hundred (2400 00) Dollars. Levie 35 Survey & Seving appr 1.50 writing appl .40 copy & appl .40 notice to Pris .12 Seving Pris .40 to notice 30 Mil 10 pounage 48.00 Total $51.37 J. J. Miller Sheriff

Sheriff's Return

Proof of notice

Journal

2661

Sale Confirmed & and Ordered

3204

Margaretta
vs
Jacob

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Margaretta B. Lush
vs
Jacob Lush

Sheriffs Sale. Court of Common Pleas Union County Ohio
Order of Sale.

By virtue of the above writ to me directed from the Court of Common Pleas of Union County Ohio I will offer for Sale at the door of the Court House in Said County on Saturday January 11th 1879 at or about the hour of one Oclock P.M. of said day the following lands to wit,

Proof of notice

Situate in Said County of Union State of Ohio and in the Village of Marysville and described as follows. The west half of In Lots Nos 116 & 117 in Marysville Union County Ohio. Appraised at $3.500 Terms cash. J.J. Miller Sheriff of Union County Ohio

Robinson & Piper Attorneys for Plaintiff Dec. 11. 1878 5W Pf $7.50

The State of Ohio Union County ss The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with Dec. 11. 1878 W.O. Shearer

Proof of publication

Sworn to and Subscribed before me this 6th day of Feby 1879 W. M. Winget Clerk

On the 14th day of February 1879 the following Entry was made in the Journal of Said Court to wit

2661

Margaretta B. Lush Pff
vs
Jacob Lush Dfft

On motion of Plaintiff and on his producing the return of the Sale made under former Order of this Court and the Court on careful examination of the proceedings of the Said Sheriff being Satisfied that the Same have been in all respects in conformity to Law and the Orders of this Court it is Ordered that said proceedings be and the Same are hereby Appvd and confirmed. And it is further Ordered that the Said Sheriff convey to the purchaser James W. Robinson by deed in fee Simple the lands and tenements So Sold and a writ of possession is awarded to put Said purchaser in possession of said premises.

Sale Confirmed & Deed Ordered

And the Court now coming to distribute the proceeds of Said Sale amounting to twenty four Hundred Dollars it is Ordered that the Sheriff out of the money in his hands pay

First. The costs of this action taxed to $ Second The taxes delinquent or otherwise including the taxes to wit for the year 1878

Thirdly - apply the balance of the Said Sum to the payment of the Plaintiffs Mortgage in the petition Set forth. And there Still remaining due to the Said plaintiff Margaretta B. Lush the sum of $ it is considered that She recover the Same from the Defendant Jacob Lush and execution is awarded therefor

W. M. Winget Clerk

Pleas before the Honorable John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 18th day of January A.D. 1881. Heretofore on the 9th day of January 1879 the following Petition was filed with the Clerk of Said Court which reads in the words and figures following to wit,

3204

Abram Sharp Plaintiff
vs
Henry C. Goff & Lucas B. Goff Defendants

Court of Common Pleas Union County Ohio
Petition.

First cause of action. Plaintiff Says That on the 11th day of April 1873 the defendant Henry C. Goff executed and delivered to the Defendant Lucas B. Goff or order his seven promissory notes of that date of which the following are copies with endorsement thereon

"$400.00 April 11th 1873. On or before the first day of February 1875 for value received I promise to pay L.B. Goff or order Four Hundred dollars with interest from date

"Henry C. Goff"

Said note is indorsed "L. B. Goff" "June 21/73 notice of demand and no payment Hereby
"waived" "W.H. Dunnick" "Cr By $3 34 pron old note" "Recd Feby 2/76 One Hundred & Seventy dollars
Petition "on this note" "Recd March 25/78 Forty dollars"
on "$400 00 April 11 1873. On or before the first day of February 1876 for value received I promise to
notes & "pay to L.B. Goff or Order Four Hundred dollars with interest from date Henry C. Goff"
Said note is indorsed "L.B. Goff" "waiving demand and notice of non payment W.H. Dunnick"
Mortgage There are no credits thereon
"$400 00 April 11" 1873 On or before the first day of February 1877 for value received
"I promise to pay L. B. Goff or order Four Hundred dollars with interest from date
Henry C. Goff"
Said note is indorsed "L B Goff" "Demand & notice hereby waived W.H. Dunnick"
"$400 00 April 11" 1873 On or before the first day of February 1878 for value received I promise
"to pay L. B. Goff or Order Four Hundred with interest from date H.C. Goff"
Said note is indorsed "L. B. Goff" "Waiving the demand & notice of non payment
" W.H. Dunnick" There are no credits thereon
"$400 00 April 11" 1873 On or before the first day of February 1879 for value received
"I promise to pay L. B. Goff or order Four Hundred dollars with interest from
" date H. C. Goff"
Said note is indorsed "L. B. Goff" "Waiving the demand and notice of
"non payment W.H. Dunnick" "There are no credits thereon"
"$400 00 April 11" 1873 On or before the first day of February 1880 for value received
"I promise to pay L.B. Goff or order Four Hundred Dollars with interest from date "
"H.C. Goff"
Said note is indorsed "L.B. Goff" "Waiving the demand and notice of non
payment W.H. Dunnick" There are no credits thereon.
"$329 51/100 April 11" 1873. On or before the first day of February 1881 for value received I
"promise to pay L.B. Goff or order Three Hundred and Twenty nine 51/100 dollars with interest
" from date H.C. Goff"
Said note is indorsed "L.B. Goff" "Waiving the demand and notice of non payment
W.H. Dunnick"

The said described notes were executed by Defendant Henry C. Goff and delivered to Defendant Lucas B. Goff and by him transfered to said W.H. Dunnick for purchase money of the premises herein after described and the same were by the said W.H. Dennick before due for a valuable consideration transfered and apigned to this Plaintiff who is now the legal owner and holder thereof.

The Defendant Henry C. Goff on the 11th day of April A.D. 1873 to secure the payments of the above described notes Executed and delivered to the said Lucas B. Goff his Mortgage deed and thereby conveyed to the said Lucas B. Goff his heirs and assigns the following Lands and tenement Situate in said County of Union and described as follows to wit

Part of Survey No 9916. Beginning at a Stake and Stone in the road from Marysville to Hunter and S.W. corner to E.S. Kellons Lands. thence with said Kellons S. line N 79° 20' E 147 5/10 poles to a Stake and Stone S.E. corner to said Kellons Land: Thence with the East line of his Land N 11° 7' West 43 8/10 poles to a Stake and Stone in the original North line of said Survey and N.E. Corner of said Kellons Land. thence with said Original line N 79° 20' E. 4 poles to a Stake the N.W. corner of Land owned by Walter Allyn. thence with the west line of said Allyns Land S 11° 7' E 142 1/2 poles to a Stone the N.E. corner of D. Chaples Land thence with his North line S 78° 5' W to the road to the beginning containing One Hundred acres of Land being the same premises this day conveyed to H.C. Goff by deed from Lucas B. Goff and the same Land conveyed to the said Lucas B. Goff from

W. H. Dunn
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Henry C. Goff
Petition follows to wi
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W. H. Dunnick and the same conveyed to W. H. Dunnick prem J. B. Whelply Sheriff of Union County
The condition contained in said Mortgage deed was in substance that whereas the above named
Henry C. Goff has executed to the said Lucas B. Goff his Eight promissory notes of hand described as
Petition follows to wit Seven for four hundred dollars each and one for three hundred and twenty nine
dollars and fifty cents each now dated February 11th 1873 first due Feby 1/74 Second Feby 1/75
Conts Third Feby 1/76 fourth Feby 1/77 fifth Feby 1/78 6th Feby 1/79 7th Feby 1/80 Eighth Feby 1/81 Each
note bearing interest from date and given for the purchase money of the above described
premises Now if the said Henry C. Goff or any one for him shall punctually pay the above
described notes with interest as each becomes due then this conveyance is to be null and
void otherwise to be and remain in full force and virtue in Law.
On the 12th day of April 1873 at four o'clock P.M. the said Mortgage deed was delivered to the
Recorder of said County to be by him entered on record and was recorded April 10th 1873
in Book 10 page 41. Said Mortgage deed was duly assigned and transfered by the
Lucas B. Goff to W. H. Dunnick together with all the said notes secured thereby and by the
said W.H. Dunnick said notes and Mortgage was on the day of 187
transfered and conveyed to this plaintiff who holds the same with all legal and
Equitable interest therein
The said deed has become absolute. The first $400 note secured by said Mortgage
and due Feby 1/74 has been paid and taken up - The Second, Third, Fourth &
Fifth of said notes due respectively Feb. 1/75 Feby 1/76 Feby 1/77 and Feby 1/78
are now due and payable with interest thereon amounting in all principal
and interest on January 1/79 to the sum of Nineteen Hundred and Eighty 84/100 dollars
The said W.H. Dunnick then having the legal title thereto Executed and delivered to
Defendant Lucas B. Goff a deed in fee simple of the premises described in the said
Mortgage deed and the said Lucas B. Goff on the 11th day of April 1873 deeded
the same premises to defendant Henry C. Goff who is now the legal owner thereof
subject to the equitable interest of this Plaintiff.
Defendants Lucas B. Goff and Henry C. Goff have neglected and refused to put their
said deeds so Executed and delivered upon record in said County and thereby
complete the record of this title. Plaintiff does not know whether said Lucas
B. Goff's interest in and to the said described premises but asks that if he have any
claim to or interest therein he may be required to set up and prove the same
The Plaintiff therefore asks that said defendant Lucas B. Goff & Henry C. Goff
may be required to place their said deeds upon record that the legal title
in said premises may be decreed in the said Henry C. Goff that his said Mortgage
be foreclosed the rights and interest of all parties determined the said lands & tenements sold
and the proceeds applied to the payment of the debt found due him & Execution
awarded for the balance
2d Cause of Action. Plaintiff for his Second cause of action says. That it is founded
upon a promissory note of the following is a copy with credits thereon
$400.00 April 11th 1873 On or before the first day of First day of February 1875
for value received I promise to pay L. B. Goff or order Four hundred dollars with
interest from date
Henry C. Goff
Said note is indorsed "L.B. Goff" "June 21/73 Notice, demand and non payment
"hereby waived W.H. Dunnick" There are credits thereon as follows "Cr by $3.34
from da note" "Received Feby 2/76 One Hundred and Seventy dollars on this note" "Rec'd March
"25/78 Forty dollars" There is due from Defendant Henry C. Goff to the Plaintiff
On said note the sum of Three hundred and Seven and 82/100 dollars
with interest from January 1/79

Petition cont'd.

3d Cause of Action. Plaintiff Says his third cause of action is founded upon a promisory note of which the following is a copy
$400oo April 11th 1873 On or before the first day of February 1876 for value received I promise to pay L.B. Goff or order Four hundred dollars with interest from date
Henry C. Goff"
Said note is endorsed "L.B. Goff" "Waiving demand and and notice of non payment W.H. Dunnick" There are no credits thereon. There is due from the Defendant Henry C. Goff Five Hundred and thirty Seven & 27/100 dollars on said note to said plaintiff which he claims with interest thereon from January 1/79

4th Cause of Action. Plaintiff Says his fourth cause of action is on a promisory note of which the following is a copy.
"$400oo April 11th 1873 On or before the first day of February 1877 for value received I promise to pay L.B. Goff or Order Four hundred dollars with interest from date
Henry C Goff"
Said note is indorsed "L.B. Goff" "Demand and Notice hereby waived W.H. Dunnick"
There are no credits thereon. There is due from said Defendand Henry C. Goff to said Plaintiff on said note the Sum of Five Hundred and thirty Seven & 24/100 dollars which he claims with interest from Janr. 1/79

5th cause of action

Plaintiff Says his fifth cause of action is founded upon a promisory note of which the following is a copy "$400oo April 1873 On or before the first day of February 1878 for value received I promis to pay L.B. Goff or order Four Hundred dollars with intrest from date. H.C. Goff"
Said note is indorsed "L.B. Goff" "Waiving the demand and Notice of non payment W.H. Dunnick"
There are no credits thereon. There is due from the said Defendant Henry C. Goff to Said Plaintiff upon said note the Sum of Five hundred and thirty Seven 27/100 dollars which he claims with interest from Janr 1/79. Therefor Plaintiff prays Judgement against said Defendant for said Sum of $1918 24/100 with interest as aforesaid
W.B. Page Attys for Plff

State of Ohio Franklin County ss. Abram Sharp Plaintiff being duly Sworn says that the Statements contained in this his petition are as he believes true.

Affdt

Abram Sharp
Sworn to before me and Subscribed in my presence by said Abram Sharp this 3d day of January 1879 Jas. M. Lowe Notory Public

Pracipe

To Clerk Issue Summons to the Sheriff of Union County against Henry C. Goff and to the Sheriff of Union County against Lucas B. Goff returnable according to law indorsed amount claimed judgment $1918 84 with interest from January 1 '79 and foreclosure of mortgage & other Equitable relief
W.B. Page, Robinson & Piper Attys for Plff.

Summons

And thereupon the following Summons was issued by the Clerk of said Court to wit:
The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting
We Command you to Notify Lucius B. Goff and Henry C. Goff that he & another have been sued by Abram Sharp in the Court of Common Pleas of Union County and that unless they answer by the Eighth day of February A.D. 1879 the petition of the said Abram Sharp against them filed in the Clerks office of said Court Such petition will be taken as true and Judgement rendered accordingly.
You will make due return of Summons on the 20th day of January A.D. 1879
Witness My hand and the Seal of said Court this 9th day of January A.D. 1879
W.M. Winget Clerk

"Amt claimed $1918 84 Int from Jan. 1st 1879 Foreclosure of mortgage & other equitable relief

Sheriffs Return

Summons to Hardin Co.

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Sheriffs Return

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Summons returned Filed Jany. 20th 1879. Endorsed by the Sheriff as follows to wit

Sheriffs Return

The State of Ohio Union County ss } Received this writ January 11th A.D. 1879 at 8 oclock P.M. and pursuant to its command Served the same on the 15th day of January 1879 by delivering a certified Copy thereof with the endorsements thereon to the within named Henry C. Goff. The within named Lucius B. Goff not found in my County fee Service 35 mileage 2 00 Cop 40 return 15 — Total $2.90

J.J. Miller Sheriff

On the 1st of Feby 1879 the following Summons was also issued in the case which reads as follows to wit;

Summons to Hardin Co.

The State of Ohio Union County ss } To the Sheriff of the County of Hardin Greeting. We command you to notify Lucius B. Goff that he & others have been Sued by Abram Sharp in the Court of Common Pleas of Union County and that unless he answer by the 1st day of March A.D. 1879 the petition of said Abram Sharp against them filed in the Clerks Office of said Court such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons on the 10th day of February A.D. 1877

L.S. Witness my hand and the Seal of said Court this 1st day of February A.D. 1879

W. M. Winget Clerk

Summons Indorsed "In action for Amount Claimed $1918.84 with int. from Jan 1. 1879 & Foreclosure of Mortgage

Sheffs Return

The State of Ohio Hardin County ss. Received this writ Feby 3d A.D. 1879 at 9 oclock A.M. and in pursuance to to its command I served the same Feby 3d 1879 by delivering a certified copy hereof With the endorsements thereon to the within named defendant

G.W. Darst Sheriff

On the 8th day of February 1879 the following Entry was made in the Journal of said Court to wit;

3204

Abraham Sharp vs Lucius B. Goff } This day came the parties and by Consent the time for said Henry C. Goff to Answer is extended to Saturday February 15th

And on the 19th day of February 1879 the Answer of Defendant was filed herein to wit

Answer of Dfts

Abraham Sharp Plaintiff vs Henry C. Goff & L.B. Goff Defendants } To the Court of Common Pleas of Union County Answer

The defendant Henry C. Goff for his Separate Answer to the petition of the said plaintiff Says

H.C. Goff

That he has no recollection of ever executing or delivering the Mortgage and Set forth in said petition and he denies and demands proof of the Same

The defendant has no means of knowing and does not Know whether either the L.B. Goff or said Dunnick ever indorsed said Notes and he therefore denies and demands proof of the Same

The defendant has no means of Knowing whether said Dunnick ever transferred or assigned the alleged Mortgage or notes to the plaintiff the denies & demands proof of the Same

The defendant has no means of knowing whether said plaintiff is now the legal or equitable owner or holder of said Notes or said alleged Mortgage and he denies & demands proof of the Same

This defendant further answering Says that the said plaintiff ought not to have or maintain his action against defendant upon said alleged notes and Mortgage because this defendant says that said note described as due February 1. 1875 has been fully paid as well as the one due 1874 and that since said note due in 1875 was paid this defendant has paid on the other notes without any particular direction as to the application thereof the following sums of money Viz. $250 about December 1875 $170 about February 1876 $40 during the winter of 1877 And this defendant further Answering Says Said Notes were given on the day of their date to wit on April 11th 1873 in Consideration of Certain Real Estate then conveyed by said Dunnick to said L.B Goff and by

said L. B. Goff to this dependant both said deeds being of general warranty in fee simple and upon the Representations of both the said Goff and Dunnick that said premises were clear of incumbrances and full good and Sufficient title with no doubt or cloud upon the title thereof.

Answer — That said premises were in fact not so clear or free from incumbrances but there then were and still is an outstanding Mortgage on said premises entered of record in the office of said County and which Mortgage is wholly uncancelled and Stands upon the records as a claim and incumbrance upon and against the said Estate and which was executed by said L. B. Goff to said Dennick for a Sum of about Three thousand Dollars and being a larger Sum than all the said plaintiffs claim whereby said Warranty is broken and said premises clouded and incumbred and whereby said notes failed for want of consideration.

Cont'd.

Further answering this dependant Says that on the day said notes were drawn to wit on the 11th day of February 1873 said Dunnick was indebted to this dependant for a hors before that time Sold and on that day delivered by this dependant to the said Dunnick and which it was then agreed by and between said L.B. Goff and said Dunnick and this dependant Should be credited upon said notes and go to reduce the amount of this dependants indebtedness for said land and which Sum and price so agreed to be applied was Two hundred and ten dollars with the interest from January 1. 1873 and for which this dependant in equity is entitled to an abatement of the amount claimed in said notes in addition to the other Sums therein stated

This dependant further answering Says that before the notes were drawn said Dunnick was indebted to the dependant in the Sum of Three Hundred & Seventy five dollars for a pacing mare Sulky and harness and which was at the execution of said notes agreed by and between said L.B. Goff and said Dunnick and this dependant Should be applied to the payment of these notes and to reduce the indebtedness for said land. The notes were drawn up in Columbus Ohio and the said L. B. Goff and this dependant lived in Union County and in their haste they did not deduct the payments and amounts hereinbefore Set forth and did not discover the Same was not deducted until near their train time for leaving for home and the said Dunnick attention was called to it and he agreed to make it all right and give the proper credits on said notes.

This dependant Says that by reason of the premises the said plaintiffs Claims has wholly failed and is without foundation and this dependant asks that the said the said Mortgage if any be found by the Court to have gone upon record be cancelled and held for naught and this dependant go hence and recover his costs &c for all proper relief — Cameron & Benton Attorneys for H. C. Goff

State of Ohio Union County ss

Henry C. Goff being first Sworn deposes and Says the facts Stated and allegations made in his foregoing Answer are true as he verily believes — Henry C. Goff

Jurat — Sworn to before me by said Henry C. Goff and by him subscribed in my presence this 19th day of February 1879 — W. M. Winget Clerk

On the first day of may 1879 the following Entry was made in the Journal of said Court.

Abram Sharp
vs
Henry C. Goff &
L. B. Goff

3204

Entry — On motion the defendt for Reply enlarged &c & leave given to file Reply on this first day of may which is accordingly done and thereupon defendant asked a continuance which is granted by the Court

Reply

Jurat

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vs
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And thereupon the plaintiff gave notice of his application for the appointment of a Receiver and the cause is Ordered to remain for hearing on that Motion at this time.
On the first day of May 1879 the following Reply was filed herein which is the words following to wit,

Abram Sharp } Court of Common Pleas Union County Ohio
vs } Reply
3204
Henry C. Goff & } The said plaintiff for Reply to Answer of Henry C. Goff says that he
Lucius B. Goff } denies all the allegations of said Answer which in any way claim or
aver the payment of any sum of money on said Mortgage or notes in said
petition described other than the $3 34/100 and the $170 and the $40 credited as stated in said
petition and he denies the allegations in said Answer as to an agreement of W. H. Dunnick to give
Reply for two hundred and ten dollars or any other sum as alleged in said Answer and all the averments
in said Answer as to an indebtedness by said Dunnick to said Goff are denied. And the averments
in said Answer claiming that said Dunnick was indebted to said Henry C. Goff for $210 or
for $375 are denied and all the averments claiming that any sum should be credited or had
been agreed by said Dunnick to be credited on said notes & Mortgage are denied and the
averments in said Answer that an outstanding Mortgage existed as an incumbrance on
said land are denied but the said plaintiff avers that said Dunnick did hold the
Mortgage mentioned in said Answer against said land but at the time the notes &
Mortgage described in said petition were delivered to him by Lucius B. Goff he cancelled
said Mortgage and delivered up the Notes which were secured thereby and said
Lucius B. Goff has never had said cancellation recorded but the said land is
not incumbered thereby and the said Mortgage is satisfied and of no force in law
or equity as said Henry C. Goff well knew.
Second. This plaintiff saith further in Reply that before he bought said notes & Mortgage
he had a full conversation with said Henry C. Goff and Enquired of him if the said
notes & Mortgage were all right to wit on or about the 21st of June A.D. 1873 and the said
Henry C. Goff then claimed to plaintiff that he Henry C. Goff ought to a credit at that time of the
sum of One hundred and ten dollars which had not been credited by said Dunnick ask said
that with the exception of said $110 the said notes and Mortgage were all right - The said
Dunnick was also present and denied that there should be any credit other than what he had given but
said Dunnick promised said Henry C. Goff to pay said $110 if he should find he owed &c.
The plaintiff then informed the said Goff that he thought of buying said notes and Mortgage if he
would say they were all right and the said Goff then answered plaintiff that they were all right except
the $110 for which he thought he ought to have credit, and the plaintiff relying on said Statement
with said Goff that he did not claim any other credit than the $110 did that day or a few
days thereafter make the purchase of said notes & Mortgage together with note due Feby 1. 1874
described in said Mortgage since paid from said Dunnick on the promise of said Dunnick
to stand good for said $110 if it should prove a valid claim and the said Henry C. Goff is
thereby estopped now from claiming any other and further credits than the $110
and as to said $110 Plff hath no knowledge & therefore denies that defendant is entitled to
credit for same. Therefore plaintiff prays Judgment and decree as asked for
in his petition H. B. Page Robinson & Piper Attys for Plff

The State of Ohio Union County ss
Abram Sharp being duly Sworn deposes and says the allegations
Sharp of this Reply are true as he believes Abram Sharp

Sworn to before me and Signed in my presence this 1st of May
1879

W. M. Winget Clerk

On the 18th day of October 1879 the following Entry was made in the Journal of Court

Abram Sharp
vs
Lucus B Goff et als

3204

Entry

This day came the parties and submitted this cause to the Court whereupon the Court find there is due from the defendant Henry C. Goff in full of the Mortgage and tax claims of the plaintiff on said land in the petition described and which said Lucus B. Goff assigned to pay to plaintiff and which a first lien on said lands the sum of thirty Seven hundred and Seventy nine dollars and forty four cents.

Judgt & Date Ordered

It is therefore considered ordered and decreed by the Court that the said defendant pay said sum of money with costs and interest from Sept. 11th 1879 within ten days or in default thereof that an Order of Sale to the Sheriff who is appointed Special Master Commissioner for that purpose Ordering him to appraise advertise and sell said premises according to law.

Thereupon the plaintiff and defendants agreed with each other to stay the said Order until Sept. 11th 1880 on consideration that Edwin Goff & Vernum Goff secured the sum of three hundred dollars to the plaintiff for the use of said farm until that time and the Edwin Goff and Vernum Goff to have the immediate use of said farm till that time subject to the right of Henry C. Goff to get his Stock and corn off said land by the first of January next and further that if said Edwin & Vernum Goff shall give to plaintiff their Mortgage for the amount of this decree & interest Sept. 11, 1880 deducting said $300 paid as sent and paying $500 more at the same time then the plaintiff is to convey to said Edwin & Vernum Goff said land by good deed & said Henry C. and Lucus B. Goff agree to release their title or if not that said land shall be sold on this decree said balance of said decree after deducting said $300 and $500 to be secured by said Mortgage as follows viz $500 Jany 1. 1880 and the balance in annual payments of $400 each payable with Six per interest payable annually to Jany 1, 1881 and at Eight per cent payable annually after that date.

In case said Edwin & Vernum Goff said land they are also to pay the tax of 1880 thereon and if they dont buy it as aforesaid they are to give quiet possession thereof on the 11th of Sept. 1880 Subject to the right to get their corn off in a reasonable time.

Afterwards the following Order of Sale was issued herein which reads as follows to wit.

The State of Ohio Union County SS. To the Sheriff of said County Greeting.

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 18th day of October A.D. 1879 in the cause of Abram Sharp Plaintiff and Lucus B. Goff & als Defendants it was ordered adjudged and decreed as follows to wit. That the said defendant pay said sum

Order of Sale

of money ($3779.44) and costs and interest from Sept. 11th 1879 within ten days or in default thereof that an Order of Sale issue to the Sheriff who is appointed Special Master Commissioner for that purpose Ordering him to appraise advertise and sell said premises according to law. To wit.

Situate in said County of Union and described as follows to wit. Part Survey No. 9916 Beginning at a Stake and Stone in the road from Marysville to Kenton and S. W. Corner to E. S. Kellons land, thence with said Kellons S. line N 79° 20' E 147 5/10 poles to a Stake & Stone S.E. Corner to said Kellons land thence with the East line of his land N 11° 7' West 43 3/10 poles to a Stake in the original North line of said Survey and N.E. Corner of said Kellons land - thence with said original line N 79° 20' E. 4 poles to a Stake the N.W. Corner of land owned by Walter Allyn - thence with the West line of said Allyns land S 11° 7' E 142 1/2 poles to a Stone the N.E. corner to Dr. Chaplis land thence with his

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North one S 78 5' W. to the road the beginning containing One hundred of land and being the same premises conveyed to H. C. Goff by deed from Lucius B. Goff and the same land conveyed to the Lucius B. Goff from W. H. Dunnick from J. R. Whelpley Sheriff of Union County

We Therefore Command You That you proceed to carry said Order Judgement & decree into Execution agreeably to the tenor thereof and that you expose to Sale the above described Real Estate under the Statute regulating sales on Execution and that you apply the proceeds of such Sale in Satisfaction of said Judgement and decree with costs & interest as Specified therein and that you make report of your proceedings herein to Our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Witness my Signature as Clerk of Our said Court of Common Pleas and the Seal of said Court at Marysville Ohio this 5th day of October A.D. 1880

W. M. Winget Clerk

The State of Ohio Union County ss

In Obaience to the Command of the Order of Sale hereto annexed I did on the 12th day of October 1880 Summon Enos Cahill Alfred Davis and Samuel Sherwood three disinterested freeholders residents of said County who were by me duly Sworn to view and appraise the lands and tenements therein described and afterwards on the 12th day of October A.D. 1880 said Appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the Same at 3500 Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County and on the 20th day of October 1880 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be Sold at public Sale at the door of the Court House of said County on the 20th day of November A.D. 1880 at One o'clock P. M. of said. And having advertised the said lands and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks. and in pursuance to said Notice I did on said 20th day of November A.D. 1880 at the time and place above mentioned proceed to offer said lands and tenements at public Sale and then and there came Abram Sharp who bid for the same the sum of thirty one hundred (3100) Dollars and said sum being more than two thirds of the appraised value thereof and said Abram Sharp being the highest and best bidder therefor. I then and there publickly Sold and Struck off said lands and tenements to him for said Sum of Thirty one hundred (3100) Dollars. Fee Summoning 4 Swearing appraisers 150 conveying appr 50 writing appraisal 40 City of Appraisal 40 Notice Printer 12 Affd of Printer 40 writing notice 30 Mileage 210 Return 20 Total $5 92 Appraisers fee 150 Printers fee 12 00

Sheriffs Return

Abram Sharp vs Lucius B Goff et al } Court of Common Pleas Union County O. } Order of Sale

J. J. Miller Sheriff

By virtue of the above Stated writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville Ohio on Saturday November 20 1880 at or about the hour of 1 o'clock P. M. of said day the following described real estate to wit, Situate in said County of Union and State of Ohio being part of Surry No. 9916 beginning at a Stake and Stone in the road from Marysville to Kenton and N.W. corner of E. S. Kellons land-thence with said Kellons S. line N 79° E 147 5/10 poles to a stone S.E. corner of said Kellon's land thence the East line of his land N 11° 7' West 43 7/10 poles to a Stake & Stone in the original North line of said Surry and N.E. corner to Kellons land. thence with said line N 79° 20' E 4 poles to a Stake in the N.W. corner of land owned by Walter Allyn thence with the west line of Allyns land S 11° 7' E. 142 1/2 poles to a stone in the N.E.

Corner of D. Chapels land. thence with his north line S 78° 5' W to the road to the beginning containing one hundred acres of land and being the same premises conveyed to H. C. Goff by deed from Lucius B. Goff and the same land conveyed to the said Lucius B. Goff from W.H. Dunnick from J. B. Whelpley Sheriff of Union County. Appraised at $5500 Terms cash. Robinson & Pipe Attys for Plff Oct. 20. 1880. Sum of $1200 J.J. Miller Sheriff of Union County Ohio

The State of Ohio Union County ss The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with Oct. 20 1880 J. H. Shearer

Sworn to and Subscribed before me this 14 day of March 1881 Wm Winget Clerk By Zaba Randall Dep'ty

On the 15 day of January 1881 the following entry was made in the Journal of said Court which reads to wit

Abram Sharp Plaintiff
vs
Lucius B. Goff &
Henry C. Goff Defendant

In foreclosure

On Motion of plaintiff and on his producing the return of the Sheriff as Special Master Commissioner heretofore herein Appointed of the Sale made under the former order of this Court and the Court on carful examination of the Sheriff as said Special Master Commissioner being Satisfied that the Same have been had in all respects in conformity to law and the Orders of this Court it is Ordered that the said proceedings and Sale be and the Same are hereby approved & confirmed

And it is further Ordered that the said Sheriff as Special Master Commissioner Convey to the purchaser Abram Sharp by Deed in fee Simple the land and tenements So Sold and the said purchaser is hereby Subrogated to all the rights of the lien holders in said premises So far as they may be paid herein for the protection of his title

And the Court now coming to the distribution of the said procuds of said Sale amounting to thirty one hunard Dollars it is ordered that the Sheriff as said Special Master Commissioner out of the money in his hands pay

1st the costs in this action taxed to $

It is further Ordered that the said purchaser pay taxes on said premises and that he retain all the balance of said purchase Money to apply on Decree and his taxes herein entered at a former term of this Court Amounting to $3779 44/100

W. M. Winget Clerk

No 3677.

Rachel Harr
vs
Amos Har

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State of Ohio ss
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No 3677.

Rachel Harriman
vs
Amos Harriman

Pleas before his Honor John L. Porter Judge at a court of Common Pleas begun and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore to-wit; on the 23d day of August A.D. 1880 a petition was filed with the Clerk of said Court which reads as follows. viz;

Rachel Harriman Peaintiff
vs
Amos Harriman Defendant.

In the Court of Common Pleas of Union County Ohio.

"Petition"

Your petitioner Rachel Harriman of the County of Union and State of Ohio represents that she has been a resident of said State of Ohio for the year last past and is at present a bona fide resident of the said County of Union. Your petitioner further represents that on or about the 13th day of August 1866 at the county of Union and State of Ohio She was married to one Amos Harriman, whom She prays may be made a party defendant to this petition, and that She has ever since conducted herself toward the said Amos Harriman as a faithful and obedient wife. Yet the said Petitioner avers that the said defendant disregarding his duties of a husband toward your petitioner has been willfully absent from the said petitioner for more than three years last past without any just cause or justification therefor on the part of the said Petitioner.

2d Cause That he has been guilty of gross neglect of duty toward your petitioner.

Your Petitioner therefore prays that writ of Subpoena may issue against the said defendant, and due service thereof may be made upon him that he may be compelled to answer all and singular the premises, and that on the final hearing of this Case the said Petitioner may be divorced from the defendant and for such other and further relief as in Equity and good Conscience She is entitled to.

Cameron & Benton Attorneys for Petitioner

State of Ohio Union County ss. Rachel Harriman who being first duly Sworn deposes and says that the facts Stated and allegations made in her foregoing petition are true as She verily believes.

Rachel Harriman

Sworn to by Rachel Harriman before me and Signed by her in my presence this 23 Day of August A.D. 1880.

W. M. Winget Clerk.

Praecipe To the Clerk.

Issue Summons and copy of Petition directed to the Sheriff of Union County to be Served on this defendant Amos Harriman returnable according to Law.

Cameron & Benton. Attys

Afterward on the 23d day of August 1880 a Summons was issued by the clerk of said Court which reads as follows.

Summons. The State of Ohio Union County ss. To the Sheriff of Union County:

You are hereby Commanded to notify Amos Harriman that Rachel Harriman has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a copy of which is herewith served on him) Charging him with willful absence and asking that She be divorced from him and for other proper relief. Said petition will Stand for hearing during the term next ensuing, and Six weeks from and after Service of this writ. You will make due return of this Summons on the 6th day of September A.D. 1880. Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 23d day of August A.D. 1880.

W. M. Winget Clerk

Seal

Sheffs Return

September 6th 1880 Writ returned & filed Endorsed as follows-
Received 4 o'clock P.M., on the 23rd day of August-A.D.1880; and on the 1st day of September A.D.1880 I Served the Same by delivering a true copy thereof. Also a copy of Petition in this case to the within Named Amos Harriman. Service 35- Copy 25- Mileage 20s- Total $2.60
J. J. Miller Sheriff.

Afterward on the 7th day of February A.D.1881- an entry was made on the Journal of Said Court- which reads as follows.

Darby
No 3677

Rachel Harriman }
vs }
Amos Harriman }

This day this cause came on to be heard and the defendant being in default for answer or demurrer and the Same being Submitted to the Court upon the evidence find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding the Same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in Said petition Set forth.

The court further find upon the evidence addduced that the defendant has been guilty of gross neglect of duty and been willfully absent for more than three years before the commencement of this Suit and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the Said Rachel Harriman and Amos Harriman be and the Same hereby is dissolved and both parties are released from the obligations of the Same.

It is further ordered by the Court that the Said Rachel Harriman recover from the Said Amos Harriman her costs herein Expended taxed at-$. And Execution be awarded.

Attest. W. M. Weigel- Clerk

No 3724.

Jane Bancroft- }
vs }
William Bancroft- }

Pleas before his Honor John L. Porter Judge, at a court of Common Pleas begun and held at the Court House in the town of Marysville Within and for the County of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore, to-wit; On the 27th day of November A.D 1880. a petition was filed with the Clerk of Said Court which reads as follows, viz;

Jane Bancroft Plaintiff
Against-
William Bancroft- Defendant-

Court of Common Pleas of Union County Ohio.
"Petition"

The plaintiff says that She has been a resident of the State of Ohio for the year last past, and is at present a bona fide resident of Said County of Union.

2d That on or about the 13th day of March year 1855 at the Village of Marysville and State of Ohio She was married to the defendant, and She has ever since conducted herself towards the Said William Bancroft as a faithful and obedient wife.

3d The plaintiff had while living with the Said William Bancroft the following Children, to-wit; Frank Bancroft- aged 24 years- Ovalus Bancroft- aged 22 years. Clement Bancroft- aged 17 years

Praecipe

Gilbert Bancroft- aged 9 years Birnie Bancroft- aged 9 years.
4th. The defendant- regardless of his marital duties toward plaintiff has been guilty of habitual drunkeness for over three years last past.
5th. The defendant regardless of his marital duties towards the plaintiff and without any just cause or provocation on her part- has at divers times during the last fifteen years been guilty of extreme cruelty towards her, cursing her threatening bodily injury to her and even to take her life, and defendant- frequently comes home in a State of intoxication and abuses and ill treats plaintiff and breaks and destroys the furniture and dishes and puts the household in terror by his conduct- and about a year ago he knocked plaintiff down with his fists and threatened to cut- her throat- from ear to ear - Again on the night of November 26th 1880 came home intoxicated and tipped over the supper table and broke the dishes and struck the plaintiff in the face twice and threatened to clear the family out- and used vile and profane language toward plaintiff and her family and put- them in such terror that- they were compelled to and did call in the neighbors to protect- them from his abuse- Plaintiff says this- abuse abuse ill treatment- and breaking of furniture &c has been practiced by defendant for eighteen years last past- Whereby plaintiff and her children are in frequent- peril at the hands of defendant and whereby plaintiff and her children have been rendered miserable and unhappy and the husband and father instead of being a guide and protector to them has set- an evil example and kept them in terror from fear of personal injury at his hands-
6th. The plaintiff further says that- the defendant- disregarding his duties toward plaintiff and his said children has not furnished to the plaintiff any clothing, Shoes or any wearing apparal for fifteen years last past- nor has he furnished the children within said period altogether five worth of clothing - Plaintiff says by reason of defendants neglect- She is compelled to and does work at the wash tub, and in other ways and earn & procure the necessary clothing to keep herself and their children one of whom is Deaf & Dumb & all of whom except- the Eldest- are at home and are dependant- upon their parents for food and clothing and other necessaries.
Plaintiff says that defendant- once owned a lot off of the east Side of Out Lot- No 28 in the Village of Marysville Union County Ohio on which his family & himself have for many years lived and where they now live. but- defendant- neglected to pay the taxes thereon & thereby compelled plaintiff to pay the taxes to prevent a Sale of the premises for many years and that- finally said horse & cat- were sold by the Treasurer to pay delinquent- taxes on the same, and plaintiff bid off said property and now holds in her own right- the tax title thereto having an Auditors deed therefor - Plaintiff therefore prays that- She may be divorced from the said William Bancroft- and that- the custody of said Children who are minors may be decreed to her, and that- as her reasonable alimony that the entire title legal & Equitable to the above described lot- be decreed to her. and for such other and further relief as equity may require- Carpenter & Brodrick attys for Plaintiff
The State of Ohio Union County S.S. Jane Bancroft- the above named plaintiff being Sworn says the facts Stated and allegations contained in the foregoing petition are true as she verily believes - Jane Bancroft-
Sworn to by Jane Bancroft- before me and Signed by her in my presence this 27th day of Nov AD 1880- W. M. Wing- Clerk By Taber Randall Dpty-
Pracipe To Clerk- Issue Summons in above case returnable according to law also send copy of petition and action for Divorce & Alimony
Carpenter & Brodrick attys for Plaintiff

Afterward on the 26th day of November 1880 a Summons was issued by the clerk of Said Court which reads as follows viz:

Summons — The State of Ohio Union County ss. To the Sheriff of Union County Greeting

You are Commanded to notify William Bancroft that Jane Bancroft has filed in the office of the Clerk of the Court of Common pleas of Union County and State of Ohio, a petition (a copy of which is herewith Served on him) Charging him with habitual intoxication and asking that She be divorced from him, and that She be allowed alimony and for other proper relief. Said petition Stands for hearing during the Term of Said Court next ensuing, and Six weeks from and after the Service of this writ. You will make due return of this Summons on the 6th day of December A.D. 1880. Witness My Signature as Clerk of the Said Court of Common Pleas and the Seal of Said Court, at Marysville this 26th day of Nov A.D. 1880. W. M. Weiger Clerk

Seal

Sheriffs Return — Received 4 O'Clock P.M., on the 27th day of November A.D. 1880; and on the ~~Same~~ day of December A.D. 1880. I Served the Same by delivering a true copy thereof together with copy of Petition to the within named William Bancroft. Service 35 Copy 25 Mileage 10. Total 70. J. J. Miller Sheriff

Afterward on the 1st day of February A.D. 1881 an Entry was made on the Journal of Said Court which reads as follows,

Entry No 3724

Jane Bancroft
vs
William Bancroft

On Motion of defendant leave was granted to him to withdraw answer and affidavit heretofore filed herein and Same were withdrawn. Thereupon plaintiff asked and obtained leave to withdraw Reply & Reply withdrawn Thereupon this cause came on for hearing upon the petition and testimony and was argued by Counsel: On Consideration Whereof the Court do find that due notice of the filing and pendancy of this petition was given to the defendant according to Law and the Court do further find that the allegations of the Plaintiffs Petition are true and that defendant has been guilty of gross neglect of duty, Extreme Cruelty and habitual drunkness for more than three years prior to the filing of plaintiffs petition as therein alleged. It is therefore adjudged and decreed that the Marriage relation heretofore Existing between the Said Parties, be and the Same is hereby Set aside and Wholly Annulled and the Said parties Wholly released from the obligations of the Same. And it is further ordered that the custody Nurture Education and Care of Said Clement Bancroft aged 17 years Gilbert Bancroft aged 9 years and Britell Bancroft aged 9 years be and the Same is hereby given to the Said petitioner and the Said defendant is hereby forever Enjoined from interfering with or disturbing the Said Petitioner in the custody, Nurture, Education and Care of the Said above named Children until the further order of the Court. The defendant however to have the privelege of visiting Said Children at proper times.

Attest W. M. Weiger Clerk

No 3711.

Mary A. E. Bra
vs
George B. Bra

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Mary A. E. Bra
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Petition

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Proof of Publication

No 3711.

Mary A. E. Green
vs
George C. Green

Petition

Pleas before his Honor John L. Porter Judge at a court of Common pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore to-wit: on the 4th day of November A.D. 1880. a Petition was filed with the Clerk of said Court which reads as follows to-wit:-

Mary A. E. Green Plaintiff
vs
George C. Green Defendant } Court of Common Pleas Union County Ohio
"Petition for divorce"

Plaintiff says she has been a resident of the State for more than a year last-past and is at present a bona fide resident of the said County of Union. On or about the Sixth day of April A.D. 1876 at Beechtown in the County of Union State of Ohio She was married to the defendant and She has ever since conducted herself toward the said George C. Green as a faithful & obedient wife. She had while living with the said George C. Green One Child to-wit: Daisey Jane Green born June 14th A.D. 1877. The defendant disregarding his duties as a husband has been willfully absent from the plaintiff for more than three years last-past without any cause or justification therefor so far as the plaintiff is concerned.

The Plaintiff prays that She may be divorced from the said George C. Green and that the custody of said Child may be decreed to her and that She may have such other and further relief as equity may require. Robinson & Piper attys for Plaintiff.

State of Ohio Union County S.S. Mary A. E. Green being Sworn says that She believes the facts stated and allegations in her foregoing petition to be true, and further She Swears that the residence of the defendant George C. Green when last heard from was New Orleans in the State of Louisiana. That the residence of the said George C. Green is to the Plaintiff now unknown. That Service of Summons cannot as She verily believes be made on the defendant in the said State of Ohio and that it will be necessary to make the service by publication as required by law and further deponant saith not.

Mary A. E. Green.

Sworn to before me by Mary A. E. Green and by her Subscribed in my presence this 4th day of November 1880.

W. M. Wright: Clerk.

Afterward on the 26th day of Jany 1881 Proof of Publication was filed with the Clerk of said Court which reads as follows.

Proof of Publication

Legal Notice. George C. Green, of New Orleans in the State of Louisiana will take notice that Mary A. E. Green, of the County of Union, in the State of Ohio, did on the 4th day of November A.D. 1880 file her petition in the Court of Commons pleas of Union County and State of Ohio against the said George C. Green defendant charging the said George C. Green with Willful absence for more than three years last-past, and asking that She may be divorced from the said George C. Green, and for a decree giving her the care and custody of the child Daisey J. Green. Which petition will stand for hearing at the next term of said Court.

Mary A. E. Green. Robinson & Piper her Attorney. Nov 10th 1880 - 6wc

The State of Ohio Union County SS. The undersigned, being duly Sworn Says that a copy of the annexed notice was published for Six Consecutive Weeks in the Marysville Tribune a Newspaper of general circulation in the County of Union. The first-publication beginning with November 10th 1880. W. A. Shearer

Sworn to and Subscribed before me. This 26th day of Jany 1881.

W. M. Wright: Clerk

afterward on the 5th day of February 1881 an entry was made on the journal of said Court which reads as follows.

No 3711 — Mary A. E. Green } vs } George C. Green } In Divorce

Now comes the plaintiff and the defendant having been legally Summoned by publication and having failed to appear the Court find him in default for answer and demurrer to said petition and that the allegations thereof are confessed to be true.

The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties thereto were married as in said Petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of disregarding his duties as a husband and being willfully absent from the plaintiff for more than three years last past without any just cause therefor upon the part of the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered, adjudged and decreed by the Court here that the marriage contract heretofore existing between the said Mary A. E. Green and George C. Green be and the same is hereby dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody care education and control of the said child of the parties hereto be until further ordered confided to the said Mary A. E. Green exclusively And the said George C. Green is hereby enjoined from interfering in any manner with said child or with the said Mary A. E. Green in her custody of the said child.

It is further considered by the court that the said Mary A. E. Green recover her costs from the said George C. Green herein expended.

Attest. W. M. Wright Clerk.

Praecipe — To Clerk. Record

Summons — The State of

No 3743. — Marcus L. Kazartee } vs } Keziah M. Kazartee }

Was before his honor John L. Carter Judge at a court of common Pleas begun and held at the court house in the town of Marysville within and for the County of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore to wit on the 18th day of December 1880 a petition was filed with the clerk of said Court which reads as follows, viz;

Petition — Marcus Kazartee Plaintiff } No. 3743. Against- } Court of Common Pleas Union County, Ohio. Keziah M. Kazartee Defendant- }

The Plaintiff says; That he has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of said County of Union. 2d. That on or about the 15th day of August A.D. 1869 in the in the township of York in said County of Union and State of Ohio he was married to the defendant and he has ever since conducted himself towards the Keziah M Kazartee as a faithful provident and considerate husband. 3d. The plaintiff and defendant while living together had born to them the

Sheriffs Return — Received

Answer — Keziah M

following Children, to-wit; Atte H. Kayerlee aged 10 years - Rebecca Kayerlee aged 8 years and Jennie Kayerlee aged 6 years -

4th The defendant regardless of her marital duties and without fault or provocation of the plaintiff has been guilty of gross neglect of duty in this, to-wit; She has at frequent intervals ever since her marriage to the plaintiff absented herself from plaintiff for days and weeks and sometimes for months without the consent or fault of plaintiff leaving plaintiff to do his own cooking and other necessary household duties and greatly hindering him in farm and other labors, and these things were not matters of necessity but were freaks of the defendant who was on nearly all such occasions prevailed to return to her home and the discharge of her duties only by the frequent and earnest entreaties of the plaintiff -

5th The defendant disregarding her duties as a wife on or about the last of March A.D. 1878 went away and left the plaintiff and utterly abandoned him without fault or provocation of his and has remained said last of March A.D 1878 been absent from the plaintiff without any cause or justification therefor so far as plaintiff is concerned.

The plaintiff therefore charges defendant with gross neglect of duty and Wilful absence for more than three years last past and prays that he may be divorced from her and for such other and further relief as in Equity he is entitled to -

Carpenter & Brodrick, Attys for plaintiff -

The State of Ohio Union County ss - Marcus L. Kayerlee the above named plaintiff being Sworn Says the facts stated and allegations contained in his foregoing petition are true as he verily believes. Marcus L. Kayerlee -

Sworn to by Marcus L. Kayerlee before me and Signed by him in my presence this 18th day of December A.D 1880 - W. M. Winget - Clerk

Praecipe — To Clerk - Issue Summons in above case (accompanied with copy of petition) returnable according to law - Carpenter & Brodrick Attys for Pltff

Afterward on the 18th day of December 1880 a Summons was issued by the Clerk of said Court which reads as follows, viz;

Summons — The State of Ohio Union County ss - To the Sheriff of Union County:

You are Commanded to notify Hezziah M Kayerlee that - Marcus L Kayerlee has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a copy of which is herewith Served on her) charging her with gross neglect + willful absence and asking that he be divorced from her and for other proper relief. Said petition will Stand for hearing during the term of said Court next ensuing, and six weeks from and after the Service of this writ -

You will make due return of this Summons on the 27th day of December A.D. 1880 -

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville this 18th day of December A.D. 1880 -

Seal

W. M. Winget - Clerk

Sheriffs Return — Received 10 o'clock P. M on the 18th day of December A.D. 1880 and on the 25th day of Dec A.D 1880 I Served the Same by leaving at the residence of the within named Hezziah M Kayerlee a true copy thereof together with a certified copy of petition for Divorce Fees $2.10 J. J. Miller Sheriff

Afterward on the 27th day of December 1880 an answer was filed with the Clerk of said Court which reads as follows, viz;

Answer — Marcus L. Kayerlee vs Hezziah M Kayerlee } Court of Common pleas Union County Ohio

The defendant for answer to the petition of the plaintiff says

She denies that-She at any time left-the plaintiff or was guilty of duty and denies that-She willfully absented from him or remained so absent-but-She says by way of cross petition that-Said plaintiff in the month of March 1870-without-the fault of the defendant-left-her & her Children without-Means of Support and ever since has willfully absented himself from her and failed to make any provision for and her Childrens Support-and She has wholly dependant-on her father T.L. Coons for the Support-for herself and her Said Children for more than five years She says She has no property or money or means to carry on this Suit. Therefore She asks that-She have alimony pending Suit-and the Custody of Said Children and that a decree of divorce with proper alimony be decreed her on final hearing-

Robinson & Piper Attys for Defl-

The State of Ohio Union County ss

Josiah M. Rogertee being duly Sworn deposes & Says that-the allegations of the foregoing ~~petition~~ answer are true-

Jos M Rogertee

Sworn to before me & Signed in my presence this 27th day of December 1880

W. M. Winget-Clerk By Taber Randall Dep'y=

Afterward on the 16th day of January 1881 A Reply was filed with the clerk of Said Court-which reads as follows. viz;

Reply

Marcus L Rogertee Plaintiff } Court of Common Pleas Union County Ohio
Against- } No 3743-
Josiah M. Rogertee Defendant- }

And Now comes the Said plaintiff and for Reply to the answer and Cross petition of Said defendant-herein filed Says; That-he denies Each and every allegation in Said Cross petition Contained-

The plaintiff further replying to the Said answer and cross petition Says;

That-at the time the Said defendant-left-and abandoned Said plaintiff as alleged in his petition herein filed he was the owner of about-One hundred and fifty-dollars worth of Household & other furniture. Which Said defendant-took and appropriated to her own use and this Said plaintiff was left-with nothing Except-the Suit-of Clothing he was wearing at the time of Said abandonment by Said defendant-

Further replying plaintiff Says that-the Said T.L. Coons in Said answer & Cross petition mentioned. father of Said defendant, together with his wife Rebecca Coons mother of Said defendant Connived at and encouraged and procured Said defendant-to Separate from and abandon Said plaintiff and Said plaintiff denies that-Said plaintiff entitled to alimony pending Suit- Carpenter & Brodrick for Pltf

The State of Ohio County of Union ss.

Marcus L. Rogertee the plaintiff being Sworn makes oath that-the facts Stated in the foregoing reply are as affiant-believes true. Marcus L Rogertee

Sworn to by Said Marcus L. Rogertee before me and Signed by him this 15th day of Jany A.D. 1881

W. M. Winget-Clerk

Afterward on the 2d day of February 1881 an entry was made on the journal of Said Court-which reads as follows. Viz

Entry

Marcus L. Rogertee }
vs } No 3743-
Josiah M. Rogertee }

This day came the Said parties by their attorneys and thereupon this Cause Came on to be heard upon the petition of plaintiff answer & Cross petition of defendant

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and reply of plaintiff thereto and the testimony of defendants witnesses. plaintiffs offering no testimony and was argued by counsel; On consideration whereof the Court find that the said parties were married as in said pleadings averred and that said plaintiff has been willfully absent from said defendant for more than three years last past prior to the filing of plaintiffs petition; It is therefore adjudged and decreed that the marriage relation heretofore existing between the said parties be and the same is hereby set aside and wholly annulled and the said parties wholly released from the obligations of the same, and it is further ordered that the custody, nurture, Education and care of the said Otte M Royerts aged 10 years Rebecca Royerts aged 8 years and Jennie Royerts aged 6 years be and the same is hereby given to the said defendant. And the said plaintiff is hereby enjoined from interfering with or disturbing the said defendant in the custody nurture Education and care of the above named Children until the further order of this court. It is further ordered that the plaintiff shall have the privilege of visiting and seeing said Children at all proper times.

W. M. Winget Clerk.

Emma Scofield
vs
Thomas Scofield et-als

3659

Pleas before his Honor John L. Porter Judge at a Court of Commen pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore to-wit on the 26th day of February AD 1880 a Petition was filed with the Clerk of said Court which reads as follows;

Petition

Emma Schofield Plaintiff
vs
Thomas Schofield, Manual Bonner
and Mary J Bonner Defendants

} Court of Common Pleas Union County Ohio

The plaintiff says she is now and has been for for more than a year last past a resident of the State of Ohio and is now bona fide resident of the said County of Union and further that She was married to the defendant Thomas Scofield on the 24th day of April 1879 Whom She prays may be made a defendant to this her petition. That She lived with said defendant as a faithful and obedient wife until about the 20th day of December 1879 When the said Thomas Scofield as She avers, regardless of his marital duties toward the plaintiff was guilty of extreme Cruelty toward the plaintiff and of gross neglect of his duties toward her and by his gross and brutal treatment of the plaintiff She was forced to leave her home and Separate herself from the defendant her husband and seek relief and protection of friends with whom She has since lived - Plaintiff says that her said husband had for many weeks prior to said 20th day of Dec 1879 Cruelly treated her and grossly neglected her as a wife and companion by using toward her opprobrious epithets and insulting language, by threatening to beat her and leaving her alone night after night until late in the night and sometimes all night refusing to allow her to accompany him or even go to one of her neighbors to stay until his return and by reason of said treatment and neglect She was compelled to leave his house and did leave as aforesaid on or about the 20th day of Dec 1879. and that said treatment and neglect was wholly without cause or excuse from any conduct on her part Plaintiff further says that said defendant has since said Separation wholly refused to provide for the support of the plaintiff. that She the plaintiff is now in

great need of the care and support of her husband that She is with child to Said defendant and expects very soon to be confined and to need the attention of a Physician and the nursing and care of her Said husband, all of which is well known to him yet he has made no provision for her whatever. Plaintiff further says that the defendant Thomas Scofield at the time of Said Marriage was the owner of Sixty five acres of Land in Claibourne township Union County Ohio. on which he and the plaintiff resided until the time of Said Separation as aforesaid. That the mother of the defendant Mrs Scofield Who had a dower in Said Land lived with her Son the defendant. That the plaintiff & her husband lived happily together until about the 1st of Sep 1879. about this time a difficulty arose between the plaintiff and her husband instigated by Mrs Scofield the mother of her husband and that in view of Said difficulty instigated as aforesaid the plaintiff consented to her husband Selling Said Land upon the conditions that he would reinvest the proceeds thereof in a home, So that he and the plaintiff might live alone without disturbance from her Said Motherinlaw. Plaintiff says that in pursuance of the aforesaid understanding her Said husband told the plaintiff on or about the 10th day of Oct 1879 that he had Sold the Land to his Brotherinlaw Manuel Bonner and requested her to go with him to Marysville on Said day to make a deed for Said Land to Said Bonner which She consented to do and accordingly on Said 10th day of Oct 1879 She Signed at the request of her husband the deed for Said Land to Mary J. Bonner wife of Said Manuel Bonner and Sister to Said Scofield and released her dower therein upon the assurance of her husband that he would purchase a home with the proceeds thereof.

The plaintiff further says that Said pretended Sale to Said Manuel Bonner and Mary J. Bonner was fraudulent and made on the part of her husband for the false and fraudulent purpose of cheating and defrauding the plaintiff of her right of dower in Said premises and for the purpose of defeating any action that might be brought by the plaintiff for alimony by putting his property beyond her reach.

Plaintiff avers that Said Manuel Bonner and Mary J Bonner well knew the fraudulent purpose for which Said Scofield Sold to them or pretended to Sell to them Said Land that defendants Manuel Bonner and Mary J. Bonner Conspiring with the Said Thomas Scofield to cheat and defraud the plaintiff of her rights in Said Land as aforesaid purchased or pretended to purchase Said Land for the fraudulent purpose aforesaid. That Said Conveyance was made to Said Mary J. Bonner without consideration that no money was paid and none secured to be paid for the Said Land So conveyed. That plaintiff was induced to Sign Said deed and release her rights in Said Land by the false and fraudulent representations and promises of her Said husband all of which were known to Said Manuel Bonner and Mary J. Bonner. Plaintiff says that in a very few days after Said Conveyance was made to Said Mary J. Bonner Said Thomas Scofield notwithstanding his promises to her as aforesaid commenced mistreating her, that from day to day he neglected her threatened to Strike her and left her alone as aforesaid night after night that he failed and refused to procure her a home Separate from her Motherinlaw as he had promised that She the plaintiff Suffered his abuse and neglect until the Same became unbearable when by reason thereof as aforesaid She left her home and Sought the care and protection Mother.

The plaintiff therefore prays that Said Manuel Bonner and Mary J. Bonner may be made parties defendant in this action and compelled to answer all and Singular the premises and that in the meantime Said defendants may be enjoined from Selling or in any manner disposing of Changing the condition of the title to Said

Praecipe

Summons

[Seal]
Sheriffs Return

Summons

Land to wit; Being Lot-no 7 according to a Survey made June 7th 1850 - of originae Survey no 6161 Military Land district - Situate in union co Ohio containing fifty five acres or the relation now existing between the said Thomas Scofield and Mary J. Bonner with reference thereto or from paying anything to said Scofield for said Land and that on the final hearing of this case the said conveyance may be set aside and held for naught as against the rights of the plaintiff and that said property may be appropriated to satisfy pleintiffs decree for alimony to be rendered in this case against the said Thomas Scofield.

Plaintiff says that said Thomas Scofield is the owner of a farm Wagon and other farm implements. Wherefore plaintiff prays Judgment against the defendant Thomas Scofield that she be decreed to pay the plaintiff reasonable alimony and that upon the final hearing of this cause the plaintiff be divorced from said defendant Scofield & such relief as the nature of her case may in equity require and that the mean time said defendant be enjoinred from disposing of or in manner selling or transfering any of his personal property or any notes he may have received from said Bonner in payment of said land. P. R. Kerr atty for Pltff

State of Ohio Union County ss. The plaintiff Emma Scofield being sworn says that the facts stated and the allegations averred in the foregoing petition are true -

Emma Scofield

Sworn to before me this 21st day of Feb 1880. J. A. Bell Justice of the Peace -

State of Ohio Union County ss. Feb 26th 1880. Injunction allowed as prayed for in the petition until further ordered by the Court of Common pleas of said County without requiring the plaintiff to give bond for the reason that she is represented as wholly unable by reason of her pecuniary condition to do so.

John B. Cook Probate Judge

Praecipe — The Clerk will issue Summons to the defendants to Sheriff of Union County endorse Equitable relief and injunction allowed. P. R. Kerr, atty for Pltff.

Afterward on the 26th day of February 1880. a Summons was issued by the clerk of said Court which reads as follows, viz;

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Thomas Scofield Monroe Bonner and Mary J. Bonner that they have been sued by Emma Scofield in the Court of Common pleas of Union County and that unless they answer by the 27th day of March A.D. 1880 the petition of the said Emma Scofield against them filed in the clerks office of said court. Such petition will be taken as true, and judgment rendered accordingly - You will make due return of this Summons on the 8th day of March A.D. 1880. Witness my hand and the seal of said Court, this 26th day of February A.D. 1880. [Seal] W. M. Wright - Clerk By Taber Randall. Deputy -

Sheriffs Return — The State of Ohio Union County ss - Received this writ February 26th 1880 at 3 o'clock P.M. and pursuant to its command served the same by delivering a certified copy thereof with the Endorsements thereon to the within named Monroe Bonner Feby 28th 1880 The within named Thomas Scofield and Mary J. Bonner not found in my county - Service 35 - Mileage 160 - Cop 75 - Total $2 60 - J. J. Miller - Sheriff -

Afterward on the 15th day of May 1880 another Summons was issued by the Clerk of said Court which reads as follows. viz;

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Delaware Greeting: We Command you to notify Mary J. Bonner that she and others have been sued by Emma Scofield in the Court of Common pleas of Union County, and that unless She answer by the 12th day of June A.D. 1880. the petition of said Emma Scofield against them filed in the clerks office of said Court Such petition

will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 24th day of May 1880.
Witness my hand and the Seal of Said Court, this 10th day of May A.D. 1880.
W.M. Wright- Clerk
Seal

Sheriffs Return

The State of Ohio Delaware County ss- Received this writ on the 11th day of May A.D. 1880 at 10 Oclock a.m. and pursuant to its Command on the 15th day of May A.D. 1880 I Served the defendant Mary J. Bonner by delivering to her personally a true and certified copy of this writ with the endorsements thereon. Service 35- Mileage 300 Cop 20 Ret 25- Total $ 380- William H. Critter Sheriff- Delaware County. Ohio

Afterward on the 11th day of June 1880 an Answer was filed by the clerk of Said Court- which reads as follows. viz-

Answer of Thos & Mary J Bonner.

Emma Scofield vs Thomas Scofield } State of Ohio Union County ss- Court of Common Pleas, No 3869-

The defendants Manual Bonner and Mary J. Bonner for their Separate answer to the petition of the Said plaintiff Say; That each and every allegation Contained in Said petition So far as the Same in any manner relates to them or Charges these defendants- These defendants Say they bought Said Lands in good faith and paid a good and Valuable Consideration therefor, and they therefore ask to go hence without day with their cost- Cameron & Benton Attys for Defts Manual Bonner & Mary J. Bonner-

State of Ohio Union County ss. D. L. Cameron being first duly Sworn Says that I am one of the attys of the Said Bonners Defendant- duly authorized in the premises that Said defendants are nonresidents of the Said County of Union and that I believe the facts Stated and allegations made in the Said answer are true-

D- L. Cameron

Sworn to before me by Said D-L. Cameron and by him Signed in my presence 11th day of June 1880. W. M. Wright- Clerk. By Saber Randall. Deputy-

Afterward on the 27th day of September A.D. 1880 another Summons was issued by order of Pltffs Attorney which reads as follows. viz;

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union. Greeting;
We Command you to notify Thomas Scofield that- he & others have been Sued by Emma Scofield in the Court of Common pleas of Union County, and that- unless he answer by the 30th day of October A.D. 1880. the petition of the Emma Scofield against- them filed in the Clerk's Office of Said Court. Such petition will be taken as true, and judgment- rendered accordingly You will make due return of this Summons on the 11th day of October A.D. 1880-
Witness my hand and the Seal of Said Court. This 27th day of September A.D. 1880.
Seal
W.M. Wright- Clerk-

Sheriffs Return-

The State of Ohio. Union County S.S:- Received this writ- September 27th A.D. 1880 at 4 oclock P.M., and pursuant to its command. Served the Same on the 2d day of October 1880 by delivering a certified Copy thereof with the endorsements thereon to the within named Thomas Scofield and at the Same time delivering to the Said Thomas Scofield a certified Copy of petition in this Case- Service 35- Mileage 200 Cop 25- Total $2.55-
J. J. Miller Sheriff

Afterward, On the 26th day of January 1881. An entry was made on the journal of Said Court- which reads as follows.

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Emma Scofield vs Thomas Scofield et-als } This day this cause Came on to be heard upon

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No 3621

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the petition of the plaintiff filed herein praying for a dissolution of the marriage relation between the plaintiff and the defendant - Thomas Scofield. His other issues in the case having been heretofore fully Settled and agreed upon by and between the Several parties to this Suit as per agreement on file. The Same being filed Nov 8th 1880 and the Defendant Thomas Scofield making no further answer to said petition and the said defendant being in default for answer to said petition of the plaintiff and the Court having heard the testimony and allegations of the witnesses and being fully advised in the premises do find that the allegations in the petitioned of the plaintiff are true - Therefore it is decreed by the Court that the marriage relation heretofore existing between the plaintiff Emma Scofield and the defendant Thomas Scofield be and the Same is hereby dissolved and terminated, and it is further ordered and adjudged by the Court that the defendant pay the Costs in this action taxed at $ -

Attest W. M. Weigel - Clerk

No 3621

Emma Z. Jones }
vs }
Ebenezer Jones }

Pleas before his honor John L. Porter Judge at a court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 10th day of January A D 1881 - Heretofore To-Wit on the 23d day of April 1880, a petition was filed with the Clerk of Said Court which reads as follows Viz;

Emma Z. Jones Plaintiff }
vs } Court of Common Pleas Union County, O.
Ebenezer Jones. Defendant }

Your petitioner Emma Z. Jones respectfully Represents that She has been a resident of the State of Ohio for more than a year last past and that She is now a bona fide resident of Union County Ohio.

Your petitioner further represents that on or about the 18th day of December 1876 She was married to Ebenezer Jones Whom She prays may be made a party hereto, and that She has ever Since Conducted herself toward him as a faithful and obedient wife, yet the Said defendant disregarding his marital duties has been willfully absent from the Said plaintiff for more than three years last past without any fault of your petitioner - Your petitioner further Says the Said defendant has been guilty of gross neglect of your petitioner during all that time neither furnishing food or clothing or any of the necessaries of life.

During Said marriage your petitioner had one Child born to her, To-Wit; John Jones Who is three years old past. Your petitioner therefore prays that upon the final hearing of this case She be divorced from the Said defendant and that the marriage relation heretofore existing between the Said plaintiff and defendant be dissolved, and that She be decreed the custody care and control of her child John Jones and for all proper relief - Emma Z. Jones by J. M. Kennedy her atty

Praecipe Clerk. Issue Summons & Copy of Petition to Sheriff of Logan County returnable according to Law - J. M. Kennedy atty for Petitioner

Summons The State of Ohio Union County SS. To the Sheriff of Logan County:
You are commanded to notify Ebenezer Jones that Emma Z. Jones has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a copy of which is hereunto Served on him) charging him

with gross neglect of duty, and asking that She be divorced from him and that She have the custody of child and for other proper relief- Such petition will Stand for hearing during the Term of Said Court next-ensuing, and Six weeks after the Service of this writ- You will make due Return of this Summons of the 3° day of May a.D. 1880- Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court, at Marysville this 23rd day of April a.D. 1880 W.M.Wright- Clerk

(Seal)

Sheriffs Return

Received 8 o'clock a.m., on the 26th day of April a.D. 1880 and on the 29th day of April 1880 I Served the Same by leaving a true copy thereof, and a true copy of the petition at the usual place of residence of the defendant- Ebenezer Jones- Service 55- Copy 20 Mileage 3.00 Postage 10 Total $3.85- Rec'd of J.M. Hennessy 1.50

J. M. McCracken Sheriff Co Co

By S.W. Dailey Deputy

Afterward on the 16th day of January 1881 an entry was made on the Journal of Said Court which reads as follows. viz;

Entry

Emma J. Jones
vs
Ebenezer Jones

This cause came on to be heard upon the petition of Plaintiff and the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find the prayer of the plaintiffs petition to be true It is therefore ordered and adjudged that- the Marriage relation heretofore existing between the parties to this action be dissolved and that- the Custody Care and Control of their child John Jones be decreed to the plaintiff and that the defendant- Ebenezer Jones be allowed to see him at all proper times- and that- the plaintiff recover her costs of the defendant taxed at $ —

~~Attest~~. W.M. Wright: Clerk-

No 3169

Margaretta B. Lusch
vs
Jacob Lusch

Pleas before his Honor John L. Porter Judge at a court of Common pleas begun and held at the Court House in the town of Marysville on the 10th day of January A.D. 1881. Heretofore, to-wit; on the 26th day of December 1878 a petition was filed with the Clerk of Said Court which reads as follows. viz;

Petition

Margaretta B. Lusch
vs
Jacob Lusch

Court of Common pleas. Union County Ohio.

The Said plaintiff says She is now and for more than one year past has been a bona. fide resident of the Said County of Union and State of Ohio.

That in September 1875- plaintiff and defendant were lawfully intermarried. That each of Said parties had a family of Children by former marriages, but no issue was born of their marriage aforesaid- That Said plaintiff at the time of Said Marriage was the guardian of her minor Children and Soon after their marriage Said defendant was appointed Guardian and a considerable Sum of money belonging to Said Children of plaintiff was invested in real estate in her name and in a building in defendants name-

That though the plaintiff conducted herself in all respects as was her duty as defendants wife and did what She could to maintain her own and defendants Children, yet- the defendant did not conduct himself as was his duty

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as plaintiffs husband, but on the contrary by almost constant drunkeness he rendered himself unfit for business and was abusive to the plaintiff and called her disgraceful names and threatened her with personal injury and obtained money from her under pretense of paying her debts and appropriating it to his own use instead thereof and concealed the fact from plaintiff- He has failed to do anything towards the support of plaintiff or her family since said marriage and charged her children board while they lived in the family with plaintiff and defendant and then refused to return the money used in constructing the house on his lot and belonging in part to her and part to her children and suffered plaintiff to be pecuniarily Embarrassed upon a Two hundred dollar note which She signed as Security for defendant, and defendant threatened to break plaintiffs up and did everything he could to annoy her and Embarrass her in the management of her property and further to annoy her defendant with force and violence drive from her house friends of hers and further appropriated to his own use Everything which he could of her property and that of her Children and further was guilty of gross neglect of duty to plaintiff and was guilty of cruelty towards plaintiff by means of which conduct the defendant Succeeded in driving plaintiff out of her home more than a year prior to this time She leaving in his possession her bed and he has ever since continued his said wrongful Conduct towards plaintiff. Whereby She is entitled to and asks a decree against defendant for divorce and alimony and the peaceable Enjoyment of her property personal and real without the hindrance of the defendant and that She be restored to the possession of her bed and real estate to use the Same in her own right-

Robinson and Piper attys for plaintiff-

Praecipe — Issue Summons with Copy of petition to be Served on Jacob Lusch & Endorse "petition for divorce & Alimony"- Robinson & Piper. attys for Pltff

Summons. — The State of Ohio Union County S.S. To the Sheriff of said County:

You are Commanded to notify Jacob Lusch that Margaretta B. Lusch has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a copy of which is herewith Served on him) Charging him with gross neglect of duty, and asking that She be divorced from him and that She be allowed reasonable alimony and for other proper relief- Said petition Will Stand for hearing during the term of said Court Next Morning, and Six weeks from and after the Service of this writ- You will make due return of this Summons on the 6th day of January A.D. 1879- (You Will Make due return of this.) Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 26th day of Dec 1878

(Seal)

W. M. Wright- Clerk

Sheriffs Return — Received 4 O'clock P.M on the 26th day of December A.D. 1878; and on the first day of January A.D 1879. I Served the Same by delivering; a true copy thereof to the within named Jacob Lusch and at the Same time delivering Said Lusch a copy of Petition for divorce Fee .90

J. J. Miller. Sheriff-

Afterward, on the 13th day of September 1880 a Supplemental petition was filed with the Clerk of Said Court which reads as follows. viz;

Supplemental Petition — Margaretta B. Lusch vs Jacob Lusch } Court of Common Pleas. Union County Ohio.

The plaintiff by leave of the Court makes this her Supplemental petition and in addition to the allegations of Said petition Says the defendant for more than three years last past has willfully absented himself from the plaintiff and hath done nothing to aid in her support and maintainance but She has been compelled to Wholly Support herself and therefore in addition to the facts alleged in Said original petition the plaintiff asks divorce and control of her property as Claimed for and on

on account of said Willful absence for three and more years-
Robinson & Piper Attys for Plaintiff
The defendant Jacob Leach waives process and enters his appearance hereto-
Sep 14th 1880- Jacob Leach & Ayers. Lamerin & Benton attys
Afterward on the 5th day of February A.D. 1881 an Entry was made on the journal of said court which reads as follows.

Entry

Margaretta B. Leach }
vs } No 3169-
Jacob Leach }

This day came the parties and submitted to the Court - this cause on the petition and the evidence in open Court. Whereupon the Court being fully advised in the premises do find for the petitioner and that the defendant hath been willfully absent for more than three years prior to the filing of the Supplemental petition and that defendant hath wholly neglected for more than four years to aid in the Support and maintainance of the plaintiff. Wherefore the Court order and decree and adjudge that said plaintiff be and she is hereby divorced from the defendant and their marriage relation dissolved and rendered null and void from this date -
Attest. W. M. Winget - Clerk -

answer

Hiram D. Kimball }
vs } No 3761-
D. D. Joseph and }
Catherine Joseph }

Pleas before his honor John L. Porter Judge at a court of common Pleas begun and held at the court-house in the town of Marysville within and for the county of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore to-wit on the 19th day of January 1881 a Petition & answer was filed with the clerk of said Court which reads as follows. viz:

Entry

Petition & Answer in Cognovit

Hiram D. Kimball. Plaintiff }
vs }
D. D. Joseph and } The State of Ohio. Union County ss. In the Court of Common Pleas
Catherine Joseph Defendants } Civil action for Money Only:

Hiram D. Kimball the above named plaintiff says that there is due him from David L. Joseph and Catherine Joseph Defendants, on a promissory note made by the defendants dated the 23d day of August A.D 1879. Which note with the power of attorney thereto annexed, is hereto attached, the Sum of Five hundred and forty Six dollars with interest thereon at 8% payable annually from the 2d day of September A.D. 1879. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the plaintiff asks Judgment against said defendants for the sum of Five hundred and forty six Dollars with interest at 8% payable annually from the 2d day of September A.D. 1879. Robinson and Piper Attys for Plff.
The State of Ohio Union County ss.

L. Piper one of the attorneys of the above plaintiff being duly Sworn says that he believes the Statement in the foregoing Petition to be true. He further says that the said action is based upon a promissory note now in possession of this affiant and that he is one of the attorneys of the above named Plaintiff duly authorized in the premises
L. Piper
Subscribed by L. Piper in my presence, and Sworn to by him before me this 15th day of January A.D. 1881.
W. M. Winget. Clerk.

Copy of Note

$546- Marysville O. August 23, 1879.
Ten days after date, as principal debtors, we jointly and severally promise to

the order of H.D. Kimball Five Hundred and Forty Six Dollars for value Received. And we hereby dispense with demand of payment of this note, and authorize any attorney at Law to appear for us, or either of us, at any time after the same Shall become due, in any Court of Record in the State of Ohio, or Elsewhere and waive the issueing and Service of process and confess judgment against us or either of us, in favor of the holder or holders of this note, for the amount of said note with Eight per cent. interest payable annually after the same Shall become due, together with Costs of Suit, and release all Errors and waive all right of Appeal in this behalf. Witness our hands and Seals, this 23d day of August — 1879.

D. Le. Joseph (Seal) Catherine Joseph (Seal)

Hiram D. Kimball Plaintiff
vs
David Le. Joseph &
Catherine Joseph Defendants
} In Court of Common Pleas Union County ss

Answer

And Now comes the D Le. Joseph and Catherine Joseph the above named Defendants, by the undersigned J.S. McCampbell attorney and waive the issueing and Service of process in this case, and Consent that Judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendants, for the Sum of Six hundred & Seven Dollars & Seventy four cents, the amount appearing due for principal and interest on said note and also Consent that Judgment be Entered in the Same manner against defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the Judgment in this case, is hereby waived.

January 19th 1881 James S. McCampbell Attys for defendants

Hiram D. Kimball Plaintiff
vs
D. Le. Joseph and
Catherine Joseph Defendants
} Entry

This day came the plaintiff by Robinson & Piper Attorneys and thereupon came J.S. McCampbell one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly Executed and now presented in open Court and duly proven, waived the issueing and Service of process, and Entered appearance of said defendants herein, and by virtue of the Same Warrant of attorney, Confessed that there is due from said Defendants to said Plaintiff as is alleged in said plaintiff's petition, the Sum of $607.74. It is therefore considered that said plaintiff do recover of said defendant the Sum of $607.74 So as aforesaid confessed to be due, together with Costs of Suit herein, to be taxed, and with interest to be computed at the rate of Eight per Cent per annum. And by virtue of said Warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest W. M. Winget Clerk.

No 3676

Eliza Snodgrass
vs
D. J. Crummons et al

Pleas before his Honor John L. Porter Judge at a Court of Common pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore, to wit: on the 21st day of August 1880 a petition was filed with the Clerk of said Court which reads as follows

Petition

Eliza Snodgrass Plaintiff
vs
D. J. Crummons and
M. L. Lawrence Defendants

The said Plaintiff Eliza Snodgrass complains of the said defendants D. J. Crummons & M. L. Lawrence for that the said D. J. Crummons & M. L. Lawrence on the 23d day of November 1867 executed and delivered to her their promissory note in writing of that date of which the following is a copy.

" $100 November 22d 1867.

" One year after date I promise to pay to the order of Eliza Snodgrass One hundred dollars. Value Received. with interest at ten per cent per annum. Signed

" D. J. Crummons & M. L. Lawrence. Here are the following credits on said note

" to wit. April interest $10.00. 1871. Pd $5.00 1873. Dec 25th 1879. $100 April 1876. $5.00

And there is now due from the said defendants to the said plaintiff on the said note the sum of $100.00 with 10 per cent Per annum from Nov 22d 1867 less the indorsements as above set forth, Wherefore plaintiff prays judgment against the said defendants for said Sum of $100.00 with interest thereon from Nov 22d 1867 at 10 per cent per Annum less the indorsements as described above. Cameron & Benton Attys for Pltff

J. B. Benton being duly sworn according to law deposes and says on his oath that he is one of the attorneys of Record in this action for the plaintiff duly authorized in the premises. That this action is founded on a written instrument for the payment of money only and that the same is in possession of affiant as the attorney of plaintiff and that the Statements and allegations made in the foregoing petition are true as he verily believes. J. B. Benton.

Sworn to by J. B. Benton and Signed By him in my presence this 21st day of Aug 1880. W. M. Winget Clerk

Praecipe

To the Clerk. Issue Summons to the defendants in this action directed to the Sheriff of Union County Ohio returnable according to law. Endorse amount Claimed $100.00 with interest at 10 per cent per annum from Nov 22d 1867 less the credits thereon.

Cameron & Benton.

Afterward on the 21st day of August 1880. a Summons was issued by the Clerk of said Court which reads as follows viz

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting:

We Command you to notify D. L. Crummons and M. L. Lawrence that they have been sued by Eliza Snodgrass in the Court of Common pleas of Union County, and that unless they answer by the 18th day of September A.D. 1880 the petition of said Eliza Snodgrass against them filed in the Clerks office of said Court, Such petition will be taken as true, Judgment rendered accordingly. You will make due return of this Summons on the 30th day of August A.D. 1880 Witness my hand and the Seal of said Court this 21st day of August A.D. 1880.

Seal

W. M. Winget. Clerk.

Endorsed. Amount Claimed $100.00 and interest as follows 10% on $100. from Nov 22d 1867 less the Credits thereon

Sheriffs Return

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3746

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Petition

Sheriffs Return

The State of Ohio Union County SS. Received this writ Aug 21st 1880 at 5 oclock P.M. and pursuant to its command, Served the same on the 28th day of August 1880 by delivering a certified copy thereof with the endorsements thereon to the within named M. L. Lawrence, the within named D L. Grummons not found in my County - Servic 3.50 Mileage 20 Cop .20 Ret .50 -
Total $4.10 D. J. Miller Sheriff
The within writ was Served on me as above Stated, but the initial letters were wrong, my name with the initial letters is D. J. Grummons. I consent that this writ and the papers be Changed So as to have my name correct - D. J. Grummons.

Afterward on the 2d day of February AD 1881 an Entry was made on the journal of said Court which reads as follows.

Entry

Eliza Snodgrass
vs
M. L. Lawrence and D. J. Grummons } No 3675 -

This day came on this cause to be heard and it appearing to the Court that the name of said defendant Grummons is D. J. Grummons instead D L. Grummons but that the said D. J. Grummons the maker of said note in the petition described as well M L. Lawrence who is Surety thereon have been properly Served with Summons, thereupon by consent of all parties the Sheriffs return is amended So as to Show the fact of proper Service and the initial letter "J" in Place of "L" is ordered to be inserted in the petition and Summons -

Thereupon said defendants being in default - for demurrer or answer to the petition it is considered by the Court that the said plaintiff recover of said defendant D. J. Grummons as principal and said M. L. Lawrence as Surety upon the note in the petition described the Sum of $112.77 Together with her costs herein expended taxed to $ -

~~Attest~~ W. M. Weiget Clerk.

3746

Hannah L. Bowen Executrix
vs
Calvin Figley et-al } No 3746

Pleas before his Honor John L. Porter Judge at a court of Common pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 15th day of January AD 1881. Heretofore to wit on the 22d day of December AD 1880 a petition was filed with the Clerk of said Court which reads as follows -

Hannah L. Bowen Executrix of Estate of Hiram Bowen dec'd Plaintiff
against -
Calvin Figley, Joreas Figley and Johne E. Southard Defendants } The State of Ohio Union County SS. In the Court of Commons Pleas.

Petition

The said Hannah L. Bowen Executrix of Estate of Hiram Bowen Deceased Plaintiff says on the day of 1880 She was duly Appointed & qualified & Letters were granted to her as executrix of Estate of Hiram Bowen dec'd Complains of the said Calvin Figley Joreas Figley and John E. Southard Defendants for that said Defendants on the Twenty first day of November A.D. 1879 at Richwood Union County Ohio for value received, made their certain promissory note in writing, of that date, a true copy of which promissory note is in words and figures following to-wit: $ Richwood Ohio Nov 21st A.D. 1879.
Twelve Months after date we promise to pay to Hiram Bowen or bearer One hundred

Thirty Six 88/100 Dollars at- Value received with interest- at 8 per annum after maturity of Note- Calvin Figley Jonas Figley John E. Southard - and then and there and there delivered the same to the said plaintiff Hiram Bowen and thereby promised to pay to said Plaintiff Hiram Bowen or Bearer in twelve months from the date thereof, the Sum of One hundred thirty Six + 88/100 Dollars, with interest- thereon at the rate of 8 % per centum per annum after maturity of Note which period has since Elapsed. yet- the said defendants have not paid said Sum of money, nor any part thereof to the said plaintiff although often requested so to do.

And the plaintiff further says that the full amount of One hundred thirty Six + 88/100 Dollars, with interest- as aforesaid, is now due thereon, and wholly unpaid; that- She has never parted with the ownership of said promissory note; and that- She is still the Legal owner and holder thereof: Wherefore, said plaintiff prays Judgment against said defendants for said Sum of One Hundred thirty Six and 88/100 Dollars together with interest- thereon at the rate of 8 per cent- from the 21st day of November A.D. 1880-

Robinson & Piper, Plaintiffs attorney-

Affidavit- The State of Ohio Union County ss.

L. Piper being duly Sworn says he is one of the attorneys of said plaintiff in this action, that- said action is brought upon an instrument in writing for the unconditional payment of Money only, that- said said instrument- in writing is in his possession, and that- he believes the Statements made in the foregoing petition are true in Substance and in fact- L. Piper

Sworn to by said L. Piper before me, and by him Signed in my presence, this 22d day of December A.D. 1880. W. M. Wright- Clerk

Praecipe Hannah L. Bowen Executrix of Estate of Hiram Bowen deceased Plaintiff

against-

Calvin Figley Jonas Figley & John E. Southard - Defendants-

~~Issue Summons~~ Court- Common Pleas, In Union County, State of Ohio.

Issue Summons against- said defendant- Jonas Figley directed to the Sheriff of said County returnable according to law. & to the Sheriff of Logan County Ohio for Defendants- Calvin Figley & John E. Southard returnable according to law- Amount claimed, $136 88/100 with interest- thereon from the 21st day of November A.D. 1880.

To the Clerk of said Court- Robinson & Piper Plaintiffs attorney

Copy of 1st Summons The State of Ohio Union County ss. To the Sheriff of Union County Greeting:

We command you to notify Jonas Figley that he & others have been sued by Hannah L. Bowen Executrix of Hiram Bowen dec'd in the Court of Common pleas of Union County, and that unless he answer by the 22d day of January A.D. 1880 the petition of said Hannah L. Bowen against them filed in the Clerks office of said Court- Such petition will be taken as True, and judgment rendered accordingly.

You will make due return of this Summons on the 3d day of January A.D. 1880.

Witness my hand and the Seal of said Court, this 22d day of December A.D. 1880

(Seal) W. M. Wright- Clerk

Sheriffs Return The State of Ohio Union County ss. Received this writ- Dec 22d A.D. 1880 at 4 o'clock P.M and pursuant to its Command Served the same on the 25th day of December 1880 by leaving a certified Copy thereof with the Endorsements thereon at the residence of the within named Jonas Figley- Service 35: Mileage 160 Cop 25: Total $2.20

J. J. Miller. Sheriff

Summons Stiff Logan Co.O.

(Seal)

Sheriffs Return

Entry No 3746.

Petition and answer in Cognovit

The State of Ohio U
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Summons to Sheriff Logan Co.O

The State of Ohio Union County ss. To the Sheriff of Logan County Greeting:
We Command you to notify Calvin Figley and John E. Southard that they and another have been sued by Hannah L. Bowen Executrix of Hiram Bowen deceased in the Court of common pleas of Union County, and that unless they answer by the 22d day of January A.D. 1880 the petition of said Hannah L. Bowen against them filed in Clerks office of said Court. Such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 2d day of January A.D. 1881. Witness my hand and Seal of said Court, this 22d day of January A.D. 1880.

Seal

W. M. Winget Clerk

Endorsed. Amount Claimed $136.88 with interest at 8% from Nov 21st 1880

Sheriffs Return

The State of Ohio Logan County ss. Received this writ Dec 22d A.D. 1880 at 4 oclock P.M. and pursuant to its Command on the 28th day of December A.D. 1880 I Served the within named defendant Calvin Figley by certified copy personally and on the 31st day of December A.D. 1880 I served the within named defendant John E. Southard by certified copy personally. Service 5$ Mileage 5.00 Cop 40 Return 20 Total $6.20

J. M. McCracken Sheriff L. Co. O.

Afterward on the 27th day of January A.D. 1881 an Entry was made on the journal of said Court which reads as follows, viz;

Entry No 3746.

Hannah L. Bowen Executrix of estate of Hiram Bowen Deceased Plaintiff
vs
Calvin Figley, Jonas Figley & John E. Southard Defendants } Money only

Now comes the plaintiff herein and the defendants being in default for answer & demurrer the Court find that defendants are indebted to the plaintiff in the Sum of one hundred thirty eight & 88/100 Dollars. It is therefore considered by the court that the said plaintiff recover from the said defendants the said Sum of One hundred thirty Eight and 88/100 Dollars with Eight per cent interest per annum from January 27th A.D. 1881 until paid together with her costs herein expended taxed to $ -

Attest W. M. Winget. Clerk.

No 3763

Union County Bank }
vs }
J. H. Coleman }

Pleas before his honor John L. Porter Judge at a court of Common pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore to-wit; on the 26th day of January A.D. 1881.

Petition and answer in Cognovit

The Union County Bank }
vs } The State of Ohio, Union County, ss. In the Court of Common Pleas.
J. H. Coleman } Civil action for money only.

The Union County Bank the above named plaintiff say that there is due to them from J. H. Coleman defendant, on a promissory note made by the defendant J. H. Coleman dated the 29th day of May A.D. 1879, due Jan 8th 1879. which note, with the warrant of attorney thereto annexed, is hereto attached, the Sum of One hundred and fifty dollars with interest thereon at 8% per annum payable annually from the 8th day of June A.D. 1879. less a credit thereon as follows; Interest paid to May 15th 1879. The plaintiff further say that they are the legal owner and holder of said note that the same is due and unpaid,

Wherefore. the plaintiff ask judgment against said defendant for the sum of One hundred and fifty dollars. with interest at 8% per annum payable annually from the 8th day of June A.D. 1879 less the credit thereon above set out- being One hundred and Sixty Eight dollars and ninety cents. E.E. Cole Atty for Pl'ffs

The State of Ohio. Union County ss. E.E. Cole being duly sworn says he is the attorney of the Union County Bank the above named plaintiff duly authorized in the premises, that the above pleading is founded upon a written instrument for the payment of money only and is now in the possession of this affiant and that the facts stated and allegations in the foregoing pleading of the said Union County Bank are as affiant believes true.

E.E. Cole.

Subscribed by E.E. Cole in my presence, and Sworn to by him before me. this 26 day of January A.D. 1881. W.M. Wingert. Clerk.

Copy of Note

$150.00. Ten days after date, for value received, We jointly and Severally promise to pay The Union County Bank, or order, at their office, One hundred & Fifty Dollars. With interest, at the rate of 8 per cent, per annum on all unpaid principal and interest due eentil paid; interests to be computed every year. with five per cent. attorney fee, if collected. And we, or either of us, do hereby authorize and empower any attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issueing and service of process, and appear for us, or either of us, in any of said Courts at any time after the above Note becomes due and confess judgment thereon, against us, or either of us, in favor of the payee or Endorser hereof, for the sum due on said note, with all interest and costs of Suit; said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the Stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us, and release all errors that may occur in the rendition of said judgment and all right to sue out any writ of Error: and our said Attorney is hereby authorized to enter such release in said judgment Witness our hands and Seals at Richwood this 29th day of May 1879.

J.H. Coleman Seal

No 3764

Petition & Answer & Cognovit Note

Answer

The Union County Bank vs J. H. Coleman } In Court of Common Pleas. Union County, ss.

And now comes J.H. Coleman the above named Defendant by the undersigned his attorney and waives the issueing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendant for the Sum of $168 90/100 Dollars the amount appearing due for principal and interest on said note, and also consent that judgment be entered in same manner against defendant for costs of this action, and all errors are thereby released and defendants right of appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived. January 26th A.D. 1881

James S. McCampbell. Atty for Deft

Entry

Afterward on the 26th day of January 1881. an Entry was made on the Journal of said Court which reads as follows.

The Union County Bank vs J. H. Coleman } In Court of Common Pleas. Union County, ss.

This day came the plaintiff by its attorney E.E. Cole. and thereupon came James S. McCampbell one of the attorneys of record of this Court

who. by virtue of a warrant of attorney duly executed and now produced in open court and duly proven. waived the issueing and service of process and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition. the sum of $168.90-

It is therefore considered that said plaintiff do recover of said Defendant the said sum of $168.90 so as aforesaid confessed to be due. together with costs of suit herein. to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived -

W. W. Winget Clerk

No 3768

Thos E. Powell
vs
John H. Coleman et al

Pleas before his honor John L. Price Judge at a court of Common pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio. on the 10th day of January A.D. 1881. Heretofore To. Wit: on the 4th day of February A.D. 1881 a petetion & answer was filed with the clerk of said Court which readeas as follows. viz;

Thomas E. Powell as Survivor of William P. Reed doing business under the firm name of Reid & Powell Plaintiff
vs
John H. Coleman. Mary C. Coleman and William N. Coleman. Defendants

The State of Ohio Union County ss.
In the Court of Commn Pleas
Civil Action for Money only

Petition & Answer in cognovit

Thomas E. Powell Survivor of William P. Reid doing business under the name of Reid & Powell The above named plaintiff say that there is due to him from John H. Coleman Mary C. Coleman and William N. Coleman defendants on a promissory note made by the defendants John H. Coleman. Mary C Coleman and William N. Coleman dated the 2nd day of November A.D. 1871 which note with the Power of attorney thereto attached is hereby attached the Sum of Seven Hundred and Fifty Six Dollars and Twenty Seven Cents with interest thereon from the 3d day of February A.D. 1881. The plaintiff further say that he is the legal owner and holder of said note that the same is due and unpaid. Wherefore the plaintiff asks Judgment against said Defendant for the Sum of Seven hundred and Fifty Six dollars and Twenty Seven cents with interest thereon from the 3rd day of February A.D. 1881.

T. E. Powell atty for Plff

The State of Ohio Union County ss. Thomas E Powell The above named plaintiff being duly Sworn. says that he believes the Statements in the foregoing petition to be true- Subscribed by Thomas E. Powell in my presence, and Sworn to by him before me this 3d day of February A.D. 1881. W. W. Winget Clerk -

Note

$ 600 Six Months after date. for value received we jointly and severally promise to pay Reid & Powell or order. at Delaware Ohio Six Hundred Dollars with interest at ten per cent after maturity - And we hereby authorize any attorney at law of any court of record, at any time after the above note becomes due, to appear for us, or either of us, in any court of record. or before any justice of the peace of the United States, to waive the issueing and service of process and confess a judgment for the said amount interest and costs in favor of the payee or endorsee hereof and to release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal and stay of

Execution, and the power to hold exempt from execution any personal or real property belonging to us, or either of us, at and after the date of said judgment; and our said attorney is hereby authorized to enter such release in said judgment. Witness our hands & Seals this 27th day of November A.D. 1879.

John H. Coleman (Seal) Mary C. Coleman (Seal) William N. Coleman (Seal)

Answer

Thomas E. Powell Survivor of
William P. Reid doing business under the
firm name of Reid & Powell Plaintiff } In Court of Common Pleas. Lucas County O.
vs
John H. Coleman. Mary C. Coleman &
William N. Coleman Defendants } Defendants Answer

And now come John H. Coleman. Mary C. Coleman and William N. Coleman the above defendants, by the undersigned A.T. Carpenter attorney and waive the issueing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition, and against the above named defendants for the sum of Seven hundred and fifty Six dollars the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for cost of this action. And all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied upon by virtue of any execution issued on the judgment in this case is hereby waived.

February 4th 1881 A.T. Carpenter Atty for Defts

Afterward on the 4th day of February A.D. 1881 an Entry was made on the journal of said Court which reads as follows. viz:

Entry

Thomas E. Powell as Survivor of William P. Reid
doing business under the name of Reid & Powell Plaintiff } 222
vs
John H. Coleman. Mary C. Coleman & William N. Coleman
Defendants }

This day came the plaintiff in his own person and thereupon came A.T. Carpenter one of the attorneys of record of this court, who, by virtue of a warrant of attorney duly executed and now produced in open court and duly proven, waived the issueing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of $756 cts. It is therefore considered that said plaintiff do recover of said defendants the said sum of $756 cts as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 6 per centum per annum. And by virtue of said warrant of Attorny, all errors are released, and all right of appeal, and all right to file a petition in Error are Waived.

Supplemental Record in Volume 21 Page 106.

W. M. Winget. Clerk.

No 3754 — C. Aultm… vs J.B. John…

Answer — Filed at the… Ohio, on the… petition v… C. Aultma…

Petition — J.B. John… S. P. John… vs … under the … said J.B. … 1479 at Mar… date, a true… $228 cts … 1880 for wo… Reaper hav… & the wro… the order … at the offi… Maturity …

P.O. Writ — No 7374 C… the same … before C.A… thereon at… the said D… plaintiff … full amou… is now due… of said No… Wherefore … two thirds … 8 per cent …

Affidavit — The State … the attorn… an instru… instrument… in the fore… Sworn to … of Janu…

Praecipe — To Clerk … the Sheri… Amount…

C. Aultman & Co
vs
J.B. Johnson et al

No 3758-

Plea before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State Ohio, on the 10th day of January A.D. 1881. Heretofore to-wit; on the 1st day of January A.D. 1881. a petition was filed with the Clerk of said Court which reads as follows;

C. Aultman & Co Plaintiff
against-
J.B. Johnson and
L.P. Johnson Defendants

} The State of Ohio. Union County ss.
In the Court of Common Pleas -

Petition

The said C. Aultman & Co says that it is a Corporation duly organized under the laws of Ohio under the corporate name of C. Aultman & Co, and it complains of the said J.B. Johnson and L.P. Johnson Defendants for that said defendants on the 9th day of Dec AD 1879 at Marysville for value received, made to it a certain promissory note in writing of that date, a true copy of which promissory note is in words and figures following, to wit:

$228.06 Marysville Ohio Dec 9th 1879. On or before the first day of October 1880 for value received in Threshing Machine No 22820 & 22824 8 Cable Mather for Buckeye Mower Reaper Harvester Self Binder Sweep Stake & Separator Horse power or Canton Monitor Engine.

I the undersigned of Darby Township County of Union State of Ohio promise to pay to the order of C. Aultman & Co Canton Ohio Two hundred Twenty Eight 06 Dollars payable at the office of Bank of Marysville with interest at 8 percent per annum from date until Maturity and interest at eight per cent Per annum from maturity until Paid.

P.O. Unionville. Union County Ohio.

No 7376 1. (Signed) J.B. Johnson & L.P. Johnson. And then and there delivered the same to the said Plaintiff and thereby promised to pay to said Plaintiff or order one before Oct 1st 1880. from the date thereof the sum of $228.06 Dollars with interest thereon at the rate of 8 per centum per annum, which period has since elapsed, yet the the said Defendants has not paid said sum of money, nor any part thereof to the said plaintiff although often requested so to do. And the said Plaintiff further say that the full amount of Two hundred & Twenty Eight & 06/100 Dollars, with interest as aforesaid is now due thereon and wholly unpaid; that they have never parted with the ownership of said note; and that they are the Still the Legal owners and holders thereof;

Wherefore, said Plaintiff pray judgment against said defendant for said sum of Two hundred Twenty Eight & 06/100 Dollars together with interest thereon at the rate of 8 per cent from the 9th day of Dec 1879. Cameron & Benton Pltffs Attys

Affidavit- The State of Ohio Union County ss. L.B. Benton being duly sworn says he is one of the attorneys of said plaintiff in this action that said action is brought on upon an instrument in writing for the unconditional payment of Money Only, that said instrument in writing is in his possession, and that he believes the Statements Contained in the foregoing Petition are true in substance and in fact. L.B. Benton.

Sworn to by said L.B. Benton before me, and by him subscribed in my presence. This 1st day of Jany A.D. 1881. W.M. Winget-Clerk. By Faber Randall, Dep'y

Precipe To Clerk of said Court- Issue Summons against said defendants directed to the Sheriff of Union County, returnable according to law.

Amount claimed $228.06 with interest thereon from the 9th day of Dec 1879

Cameron & Benton
Plaintiffs Attorneys

Afterward on the 1st day of January 1881. a Summons was issued by the clerk of said Court- which reads as follows, viz;

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting:
We Command you to notify J. B. Johnson and L. P. Johnson that they have been Sued by C. Aultman & Co in the Court of Common Pleas of Union County, and that- unless they answer by the 29th day of January A.D 1881 the petition of said C. Aultman & Co against them filed in the Clerks office of said Court, Such petition will be taken as true and Judgment rendered accordingly- You will make due return of this Summons on the 10th day of January A.D. 1881. Witness My hand and the Seal of said Court, this 1st day of January A.D. 1881-

W. M. Winget. Clerk

(Seal)

Endorsed, Amount Claimed $228.96 with 8% interest- from Dec 4th 1879-

Sheriffs Return

The State of Ohio Union County ss. Received this writ- Jan 3d 1881 And pursuant to its Command. I Served the Same by delivering a certified copy of this writ- with the Endorsements thereon to J. B. Johnson and by leaving a certified Copy of this writ- with the endorsements thereon at the residence of L. P. Johnson on the 6th day of January 1881 Service 45- Mileage 160 Ret 15- Total $220

John Hobensack Sheriff-
By Thomas Martin Deputy-

Afterward on the 1st day of February 1881. an Entry was made on the Journal of said Court which reads as follows, viz;

Entry

C. Aultman & Co
vs } No 3757
J. B. Johnson et al

This day this cause came on for hearing upon the Pleadings and Evidence and was Submitted to the Court: The defendants being in default- for answer or demurrer and find that- the allegations of the petition are confessed by them to be true and find that the defendants are indebted to them in the Sum of $ 244.12
It is therefore Considered by the Court- that- the said Plaintiff recover from the said defendants the said Sum of $244.12 with interest- at 8% from the first- day of this term and its cost- herein expended taxed at $

W. M. Winget. Clerk.

No 3657.

Mansfield Banking Co
vs
Thomas E. Barrow et al

Pleas before his honor John L. Porter Judge at a court of common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 10th day of January A.D. 1881. Heretofore to wit; on the 28th day of July 1880 a petition was filed with the Clerk of said Court- which reads as follows. Viz;

Petition

Mansfield Banking Company of
Mansfield Ohio. Plaintiff
Against
Thomas E. Barrow and
William W. Bales Administrator of
the Estate of William Bales Deceased
Defendants

In the Court of Common Pleas of
Union County- Ohio,

The Plaintiffs for a first- Cause of action

against the defendants say; 1. That they are a Copartnership organized under the laws of and doing business in the State of Ohio under the firm name of Mansfield Banking Company. That the defendant Thomas E. Barrow and William Bales were in the Lifetime of said William Bales partners doing business in the State of Ohio under the firm name of T.E. Barrow & Company, That said Defendants T.E. Barrow & William Bales deceased (in the lifetime of said William Bales) on the 8th day of June 1876, Made and delivered to the plaintiffs their Certain promissory note in writing for the Sum of Three hundred Sixteen & 0/100 Dollars due in ninety days from said date (June 8th 1876) and interest thereon from the 8th day of September 1876. A Copy of said Note with the Credits and Endorsements thereon is hereto attached marked "Exhibit-A" and made a part hereof - There are no Credits or Endorsements on said note.

Plaintiffs further say; That after the making and delivering ~~to~~ them of said promissory note and before the Commencement of this action the said William Bales departed this life and the said William W. Bales was duly appointed and qualified Administrator of the Estate of said William Bales deceased. That after the appointment and qualification of the said William Bales as such administrator D.-W.- on the 4th day of May 1880 and before the Commencement of this action, the plaintiffs presented said note duly proved and sworn to, to the said William W. Bales as such administrator and requested him to allow the same as a valid claim against the Estate of said decedent but the said William W. Bales as such administrator refused to allow the same as a valid claim against said estate and wholly rejected the same.

The said William Bales in his lifetime did not pay nor has the said Thomas E Barrow nor William W. Bales as administrator of the Estate of William Bales deceased paid said said Sum of Money or any part thereof to said plaintiffs. There is due the plaintiffs on said note from said defendants the Sum of Three hundred Sixteen & 0/100 Dollars and interest thereon @ Eight per cent from September 8th 1876.

For Second Cause of action Plaintiffs say; That they are a Co-partnership organized under the laws of ~~Ohio~~ and doing business in the State of Ohio under the firm name of Mansfield Banking Company. That said William Bales deceased (in the lifetime of said William Bales) and Thomas E. Barrow on the 5th day of January 1877 made and delivered their certain promissory note in writing to plaintiffs and thereby promised to pay plaintiffs or order the Sum of Nine hundred Seventy Seven & 47/100 Dollars in Ninety days after said date with interest at Eight per cent. A Copy of said note with the Credits thereon is hereto attached marked "Exhibit-B" and made a part hereof - The following Credits appear on the back of said Note - "Received Jan 11/78 Collections Nos 5765 & 5766 less Exchange One hundred Seventy Seven and 0/100 Dollars" "Rec'd Feb 6/78 Collections Nos 5763 & 5784 less Exchange One hundred Seventy Eight & 50/100 Dollars. Plaintiffs further say. That after the making and delivery to them of said note and before the Commencement of this action the said William Bales departed this life and the said defendant William W. Bales was duly appointed and qualified administrator of the Estate of said William Bales deceased - That after the appointment and qualification of the said William W. Bales as such administrator to-wit; on the 4th day of May 1880 and before the commencement of this suit the said Plaintiff presented said note duly proved and sworn to, to the said William W. Bales as such administrator and requested him to allow the same as a valid claim against the estate of said deceased - But the said William W. Bales as such administrator refused to allow the same as a valid claim against said estate and wholly rejected

the Same- The Said William Bales deceased in his lifetime did not pay Said or the Said defendant- Thomas E. Barrow or William W. Bales as administrator of the Estate of Said William W Bales deceased paid Said note or any part thereof (Except as above Stated) to Said Plaintiffs- There is due from the Said defendants on Said note the Sum of $686.02 and interest @ Eight per cent- from Feby 6th 1878. Wherefore Plaintiffs Pray judgment against Said defendants for the Sum of $1006.32 with interest of $319.30 @ 8 per cent- interest from September 8th 1876 and interest on $686.02 from February 6th 1878. at 8 per cent- and for Costs- Dirlam & Layman Attys for Pltffs

The State of Ohio Richland County ss. Fred Byrer being duly Sworn on his oath Says that he is the Cashier of the Mansfield Banking Company Plaintiffs and Member thereof, That the facts Stated and allegations of the foregoing petition are true as he verily believes - Fred Byrer.

Sworn to before me and Subscribed in my presence this 27th day of July A.D. 1880

Wm Ritchie Notary Public Richland County Ohio-

Exhibit "A" "Cognovit"-

$319.30 Mansfield, Ohio. June 8th 1876-

Ninety days after date, without grace, we or either of us, as principal debtors for value received, promise to pay to the order of the Mansfield Banking Company, at their office with 8 per cent, interest after Maturity, Three hundred Nineteen 30/100 Dollars We hereby authorize any attorney at Law to appear for us, at any time after the maturity of the above note, in any Court of record in the State of Ohio or elsewhere, and waive the issue and Service of process, and Confess Judgment in favor of the holder of Said note against us, or any one or more of us, for the amount of Said note & interest & interest on Said Judgment at the rate of Eight per cent. together with Cost of Suit, and release all Errors, and waive all right of Second trial in Said action. Witness our hands and Seals this 8th day of June 1876 -

T. E. Barrow & Co (Seal)

Wm Bales (Seal)

Exhibit "B" Cognovit

$977.47 Mansfield, Ohio. January 5th 1877.

Ninety days after date, without grace, We, or either of us, as principal debtors for value received promise to pay to the order of the Mansfield Banking Company at their office with 8 per cent interest after maturity, Nine hundred Seventy Seven 47/100 Dollars.

We hereby authorize any Attorney at Law to appear for us, at any time after the maturity of the above note, in any Court of Record in the State of Ohio or Elsewhere, and waive the issue & Service of process, & Confess Judgment in favor of the holders of Said note against us or any one or more of us, for the amount of Said note and interest, and interest on Said Judgment at the rate of Eight per cent. together with costs of Suit, and release all errors, and waive all right of Second trial in Said action. Witness our hands and Seals this 6th day of Jany. 1877

(Signed)

William Bales (Seal)

Thomas E. Barrow (Seal)

Precipee

Rec'd Jany 11/78 Collections Nos 5166 & 5166. Less exchange One hundred Seventy Seven 47/100 Dollars

Rec'd Feby 6/78 Collections Nos 5163 & 5164 Less exchange One hundred twenty Eight 45/100 Dollars

Clerk- Please issue Summons on the within petition to the Sheriff of Union County for Defts Wm Bales admr of Wm Bales dec'd. and to Sheriff of Richland County for Thos E Barrow according to law Amt Claimed $1005.32 with int on $319.30 @ 8% from Sept 6th 1876 & interest on 686.02 @ 8% from Feb 6th 1878.

Dirlam & Layman Pltffs attys

Summons

Afterward on the 29th day of July 1880 a Summons was issued by the Clerk of Said Court which read as follows,

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting:

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We command you to notify Wm W. Bales that he and another have been sued Mansfield Banking Company in the court of Common pleas of Union County, and that unless he answer by the 28th day of August A.D. 1880 the petition of said Banking Company against them filed in the Clerks office of said court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 9th day of August A.D. 1880.

Witness my hand and the Seal of said Court, this 29th day of July A.D. 1880.

(Seal) W. M. Wright Clerk

Sheriffs Return — The State of Ohio Union County ss. Received this writ July 29th 1880 at 3 Oclock P.M. and pursuant to its Command, Served the same on the 6th day of August 1880 by delivering a certified copy thereof. with the endorsements thereon to the within named Wm W. Bales. Service 35 mileage 100 Cop 25

Total $1.60

J. J. Miller. Sheriff.

Summons — The State of Ohio, Union County ss. To the Sheriff of the County of Richland Greeting:

We command you to notify Thos E. Barrow that he and another have been sued by Mansfield Banking Company, in the Court of Common pleas of Union County, and that unless they answer by the 28th day of August A.D. 1880 the petition of said Banking Company against them filed in the Clerks Office of said Court Such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 9th day of August A.D. 1880. Witness my hand and the Seal of said Court, this 29th day of July A.D. 1880.

(Seal) W. M Wright Clerk

Sheriffs Return — Received this writ August 2d A.D. 1880, and pursuant to its Command I Served the same August 6th 1880 on the within named Defendant Thomas E. Barrow by leaving at his usual place of residence a true Certified Copy of this writ with the Endorsements Thereon returned August 7th 1880. James Richie Sheriff Fees $1.21

Afterward on the 19th day of January A.D. 1881 an entry was made on the journal of said Court which reads as follows.

Entry — Mansfield Banking Company vs Thomas E. Barrow & W W. Bales administrator of the Estate of Wm Bales Dec'd } No 3667

This day came the plaintiff but the defendants having failed to answer or demurr to the petition remain in default. Whereupon the plaintiff waived trial by jury & neither party demanding a jury this Cause was Submitted to the Court. Whereupon the court being fully advised in the premises do find the allegations of the petition to be true and find there is due the plaintiff as alleged ~~in the~~ from said Thomas E. Barrow & from the estate of Wm Bales dec'd the Sum of one Thousand & five & 32/100 Dollars with interest on $ 314.32 from Sep 16 1876 and on $686.02 from Feb 6th 1878 amounting altogether at the Commencement of this term to the Sum of Eleven hundred and Sixty Seven & 22/100 dollars $1167.22/100.

It is therefore considered and adjudged by the court that plaintiff recover of the said W. W. Bales as Administrator of the Estate of Wm Bales Dec'd as a valid Claim against said Estate and recover of said Thomas E. Barrow the said Sum of Eleven hundred and Sixty Seven & 22/100 Dollars due plaintiff as aforesaid and the costs herein expended taxed to $ The Judgment to bear Eight per cent interest.

~~Attest~~ W. M. Wright Clerk.

No 3466 Osmond Wells
vs
Bank of North Lewisburgh } Pleas before his Honor John L. Porter Judge at a court of Common pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 20th day of January 1881 heretofore to-wit on the 8th day of September 1879 a petition was filed with the Clerk of Said Court which reads as follows, viz

Petition

Osmon Wells Plaintiff
against
Henderson Haines Shepherd Clark Isaac Willett } Court of Common Pleas
Elisha S. Callender W. D. Sibley John P. Callender } Union County Ohio
William Glendenning John Sessions T. C. Johnson
Nelson Johnson Aaron Witchel & D. A. Milice } D. Cranston
Partners doing business under the firm name of
The Bank of North Lewisburgh. Defendants }

The said Osman Wells plaintiff complains of the said Henderson Haines Shepherd Clark Isaac Willett Elisha S. Callender W. D. Sibley John P. Callender William Glendenning John Sessions T. C. Johnson Nelson Johnson Aaron Witchel D. A. Milice & D. Cranston Partners doing business under the firm name of the Bank of North Lewisburgh Defendants. and says that said defendants are indebted to him in the Sum of Twenty Six Hundred and Sixty-Seven & 50/100 Dollars ($2667.50) with interest thereon from the Eighth day of May AD 1876. which said indebtedness arose in the following manner, that-in upon the 27th day of March A.D. 1876. the plaintiff was the owner of a certain promissory note bearing date March 24th 1875 for the Sum of Twenty Five Hundred dollars ($2500.00) given by Orlando Wells to this plaintiff and bearing interest at the rate of Six per cent per annum from date. and after the said note had been executed and delivered by the said Orlando Wells to this plaintiff and before the same became due this plaintiff left the same with Samuel Miller as Collatteral Security. who left said note with said plaintiffs note for the loan for which plaintiff gave said Collateral at said Bank. which said loan said plaintiff afterwards fully paid and satisfied and the said defendants had no claim or lien upon the said note or proceeds thereof. yet the said defendants without the knowledge or consent of this plaintiff took possession of the said note and on the 27th day of March 1876. caused the same to be sued in this court in the name of the said James Carter one of said defendants and afterward on the 8th day of May 1876 judgment was rendered on the said note in said Court in favor of the said James Carter against the said Orlando Wells for the said Sum of Twenty Six Hundred & Sixty Seven & 50/100 Dollars ($2667.50) and afterward on the 24th day of February 1877 the said James Carter assigned the said judgment to the said defendants The Bank of North Lewisburgh. And the plaintiff further says that on the 12th day of July 1878 the said judgment with interest at the rate of Six per cent thereon from the rendition thereof was paid to the said Bank and the said judgment receipted and satisfied in full.

Plaintiff says that the said defendant nor any of them had any right Claim or interest in or to the said note or the proceeds thereof and that the said money so secured by the said Bank was the money of this plaintiff had and received by the said Bank to and for the use of the said Plaintiff. and plaintiff further says that the said defendant have refused to repay him the said Sum of money so due him or any part thereof though often requested so to do.

Precipe

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Sheriffs Return

Wherefore he asks judgment against the defendants for the said sum of Twenty Six Hundred Sixty Seven 50/100 Dollars with interest thereon at the rate of Six per cent per annum from the 8th day of May A.D. 1876 and the costs herein expended. By Powell & Bell & J. M. Kennedy attys for Pltff

State of Ohio County of Union ss. Osmon Wells being first duly sworn according to law upon his oath says that the facts stated and the allegations made in the foregoing petition are true as he verily believes Osmond W. Wells.

Sworn to by said Osmon Wells before me and by him subscribed in my presence this 8th day of September A.D. 1879. W. M. Winget Clerk.

Precipe — To Clerk. Issue Summons upon the above petition to the Sheriff of Clinton County Ohio for said defendants. Shepherd Clark Isaac Willett. To Sheriff of Logan County Ohio for T.C. Johnson and John Sessions. To Sheriff of Champaign County Ohio for Hudson Haines E.S. Callender W.D. Sibley John J. Callender. William Glendenning Nelson Johnson Aaron Mitchel D A Millice and J D. Cranston. Amt. claimed $2667.50 with interest at Six per cent from May 8th 1876. J. M. Kennedy & Powell & Bell attys for Pltff

Afterward on the 8th day of September 1879 Summons was issued which read (severally) as follows

Summons — The State of Ohio Union County ss. To the Sheriff of Champaign County Greeting: We command you to notify Hudson Haines. E.S. Callender W.D. Sibley John J. Callender William Glendinning Nelson Johnson. Aaron Mitchel D.A. Millice and J.D. Cranston that they and others have been sued under the firm name of The Bank of North Lewisburgh by Osmond W Wells in the Court of Common pleas of Union County, and that unless they answer by the 11th day of October A.D. 1879 the petition of said Osmond W. Wells against them filed in the Clerks office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 22d day of September a.D. 1879. Witness my hand and the Seal of said Court, this 8th day of September a.D. 1879.

(Seal) W.M. Winget Clerk

Endorsed Amount Claimed $2667.50 with interest at 6% from May 8th 1879.

Sheriffs Return — The State of Ohio, ~~Union~~ Champaign County ss. Received this writ Sep 8th A.D. 1879. And pursuant to its Command I did on the 17th day of Sept 1879 Serve the Within named Hudson Haines John J. Callender William Glendenning Nelson Johnson and D A. Millice personally with true Copies of this writ, and on same day served the within named Aaron Mitchel and J.D. Cranston by leaving a true copy of this writ at the usual place of residence of each one of them Sheriffs fees Total $7.50. Paid. Samuel C. Boser Sheriff per R W Miller Dept-

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Logan Greeting: We command you to notify T.C. Johnson and John Sessions that they and others have been sued under the firm name of the Bank of North Lewisburgh, by Osmon W. Wells in the Court of Common Pleas of Union County, and that unless they answer by the 11th day of October A.D. 1879 the petition of said Osmond W. Wells against them filed in the Clerks office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 22d day of September A.D. 1879. Witness my hand and the seal of said Court, this 8th day of September A.D. 1879.

(Seal) W.M. Winget. Clerk

Endorsed as follows. Amount Claimed $2667.50 with interest at 6% from May 8th 1879.

Shffs Return — The State of Ohio Logan County ss. Received this writ Sep 8th 1879 at 2 O'clock P.M and pursuant to its command. I served the within named defendants T.C. Johnson and John Sessions each by certified copies personally. Sep 13th 1879. Fees Total $4.50 - Rec'd of Pltff attorney $3.00 on fees. J. W. McCracken Sheriff Logan Co Ohio

Summons

The State of Ohio Union County ss- To the Sheriff of the County of Union Greeting:
We Command you to notify Shepherd Clark and Isaac Willett that they & others have been Sued under the firm name of the Bank of North Lewisburgh by Osmond W. Wells in the Court of common pleas of Union County, and that unless they answer by the 11th day of October A.D. 1879 the petition of said Osmond W. Wells against them filed in the Clerks Office of said Court, Such petition will be taken as true and Judgment rendered accordingly. You will make due return of this summons on the 22d day of September A.D. 1879. Witness My hand and the Seal of said Court, this 8th day of September A.D. 1879-

(Seal)

W. M. Winget - Clerk

"Endorsed". Amount Claimed $2667.50 int - at - 6% from May 8th 1876-

Sheff's Return

The State of Ohio Union County ss. Received this writ - Sept 9th 1879 at - 5 O'clock P.M. and pursuant - to its Command, I Served the Same Sept - 10th 1879 by delivering a certified copy thereof with the Endorsements thereon to each of the within named Shepherd Clark and Isaac Willett Service 5.0 Mileage 1.00 Copy 4.0 Ret - 10 Total $2.45- J. J. Miller Sheriff By Dyer Reed Deputy-

Afterward on the 11th day of October 1879 an Entry was made on the Journal of said Court - which reads as follows.

Entry

Osmond W. Wells
vs
Bank of North Lewisburgh } Cause Continued with leave to answer in 30 day after adjournment of Court-

Afterward on the 8th day of Nov 1879 an answer was filed with the Clerk of said court - which reads as follows.

Answer

Osmond Wells
vs
Hudson Haines et-als } Court of Common pleas, Union County Ohio.

The defendants The Bank of North Lewisburgh for answer to the plaintiffs petition says it is a firm incorporated doing business as a bank in said corporate at North Lewisburgh Ohio and further says that the note of $2500. referred to in said petition given by Orlando Wells to the plaintiff was first left with said Bank as a collateral but afterwards was sued by James Carter to whom the same then belonged and on the 8th day of May 1876 the said James Carter obtained judgment in this court for the sum of $2667.50 debt - $26.81 Costs against Orlando Wells as the plaintiff well knew and which judgment remained in full force & unpaid except as hereinafter Mentioned- That said judgment was by the order & request of said Carter & the plaintiff duly assigned to the said Bank and Credit given therefor to said plaintiff on his indebtedness to said Bank for the value of the same to-wit: $2650. to the full Satisfaction of the plaintiff about Feb 21st 1877 That afterwards said judgment together with other judgments against said Orlando Wells owned by said Bank were Settled by the consent of said Orlando Wells & a Mortgage & note given by Elizabeth Wells on her Lands to Secure the payment of the same & the said Bank receipted said judgment and said Mortgage remains unpaid and in full force. All other averments and allegations of said petition are hereby denied by said Bank. Therefore the said defendants ask judgment - That they go hence & recover of plaintiff their Costs herein expended.

Robinson & Piper Attys for Defts-

The State of Ohio Union County ss. Shepherd Clark being duly Sworn says he is one of the firm of the Bank of North Lewisburgh above mentioned and he believes the allegations of the foregoing Answer are all true-

Shepherd Clark

Sworn to before me and Signed in my presence this 8th day of November 1879

W. M. Winget - Clerk.

Reply

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Afterward on the 25th day of January 1880 a Reply was filed with the Clerk of Said Court which reads as follows:

Reply

Osmon W. Wells Plaintiff
against-
Herdson Haines et al
Partners under the firm name of
Bank of North Lewisburgh Defendants } Court of Commons Pleas. Union County Ohio.

And now comes the said plaintiff Osmond W Wells and for Reply to defendants answer herein filed says that he denies that at the time the said note refered to in said Answer was sued that it belonged to the said James Carter or that he had any authority to Sue the same, and that the said suit was commenced by the said James Carter without the knowledge and consent of this plaintiff and that all proceedings had in said action were taken without the knowledge and consent of this plaintiff who was the owner of said note during all of said time.

Plaintiff further says he denies that said judgment was by his order and request assigned to said Bank and credit given to him therefor on his indebtedness or in any other matter whatever, or that the same was done with his knowledge or his satisfaction but on the contrary he avers that the same was done without his consent and without his knowledge and in violation of his rights and for the purpose of defrauding him of his rights in said note- Said plaintiff further says at the time said action was commenced by said James Carter on said note and at the time said judgment was taken thereon and at the time of the assignment of the same as alleged in said answer he was not indebted and did not owe the said defendants the sum of Twenty Six hundred dollars or any part thereof, that Sometime prior to said suit and assignment of said judgment he had been indebted to the defendant but that he had paid all of his indebtedness to them with six per cent interest thereon in full and that at the time of said transfer all claims or pretended claims that the said Bank held against him represented only the usurious interest that they had charged against him over and above the rate of six per cent and that all claims or pretended claim which they then held were illegal usurious and void and that they had no legal indebtedness at said time against him whatever, and that the said transfer made by the said James Carter to the said Bank, was made for the sole purpose of defrauding this plaintiff and for the purpose of collecting usurious and illegal interest from this plaintiff- All of which was done between the said James Carter and said defendants who were then partners in the absence and without the knowledge and consent of plaintiff & in violation of said in fraud of his rights in the premises.

Plaintiff further says that he is ignorant of all the other allegations contained in said answer and therefore denies each and every one of them - Wherefore plaintiff prays judgment against said defendants as prayed in his said petition.

By Kennedy. Powell & Gill. Pltffs attys

The State of Ohio Delaware County ss- Osmond W. Wells plaintiff being first duly Sworn according to law says that the facts stated and allegations Contained in his foregoing Reply are true as he verily believes.

Osmond W. Wells-

Sworn to by said Osmond W. Wells before me and by him Subscribed in my presence this 25th day of December A.D. 1879.

F. A. Baumgarten Notary Public within & for Delaware County Ohio

Afterward on the 7th day of May 1880 an Entry was made on the Journal of said Court which reads as follows,

No 3466
Entry.

Osmond W. Wells
vs
Hudson Haines et als

This day came on this cause to be heard and thereupon came a Jury to-wit: Asa Longstaff. W.C. Thomas, Alex Gibson. Rowland Hill. W.C. Robinson Abraham Sager, Henry Wheeler and L.H. Warbes regular jurors and Thomas Wharton. J.R. Dixon Scott Rodgers and R.H. White Talisjurors, Who being duly Sworn and thereupon the defendant asked on showing for Leave to file an amended answer, Whereupon the court grant Leave to amend answer, and thereupon the court direct a juror to be withdrawn on the condition that the defendants the costs of the term including the usual Jury fee of $6.00 Which being done this cause is continued with Leave to defendants to file Amended Answer in thirty days.

Afterward on the 14th day of September 1880 an Entry was Made on the journal of Said Court which reads as follows.

Entry

Osmond Wells
vs
Hudson Haines et als

Leave granted defendants to file amended answer by Tuesday Evening Sept 14th.

Afterward on the 14th day of September an amended answer was filed with the Clerk of Said Court Which reads as follows. viz;

Answer

Osmond W. Wells
vs
Hudson Haines et als

Court of Common Pleas, Union County Ohio

The defendants admit they are a partnership doing business as Bankers at North Lewisburgh Ohio and Say the copartnership was formed May 15th 1876 Defendants admit the plaintiff owned the $2500. Note mentioned in his petition at the time it was left with James Carter Cashier of another Banking Company doing business at Said village of North Lewisburgh on the 27th of March 1876 but these defendants deny each and every other allegation of Said Petition.

Second. The Said defendants Say that on the 15th day of May 1876 and not before these defendants formed a copartnership and commenced business at Said village of North Lewisburgh. That prior to Said May 15th 1876. James Carter J.P. Callender & S. Callender and Hudson Haines were copartners doing business as bankers at Said village in Said Style of Bank of North Lewisburgh. That at the Same time Osmond Wells and James Carter were copartners doing a Mercantile Business at Said village under the name and Style of O. Wells & Co. That Said O. Wells & Co Were on the 15th of May 1876 largely indebted to Said banking Company consisting of Said James Carter J.P. Callender & S. Callender & Hudson Haines by an over drawn account for Money loaned but the amount of Said indebtedness is to the defendant unknown Except that it exceeded as they believe and over the Sum called for by Said note and that about the Day of April 1876 (but the exact date defendant cannot State) the Said plaintiff agreed with Said Banking Company then doing business as aforesaid to Sell and assign Said $2500. note to them to apply on Said be credited upon Said account against O. Wells & Co but arranged with Said Banking Company that the Suit Should be prosecuted in the name of James Carter for the benefit of Said Banking Company to all of which the plaintiff at the time agreed and assisted in the Said action Which James Carter prosecuted in his own name in this court upon attachment and Summons against Orlando Wells and at the May Term 1876 Writ May 6th 1876 Said James

Reply

Carter obtained judgment against said Orlando Wells on said note for $2667.50 debt + $26.81 costs and afterward these defendants to wit: May 15th 1876 bought of said Banking Company said account against said O. Wells & Co and paid for same at its face value with the understanding and agreement then that said judgment was to be collected and credited on said account and said James Carter partner owing said account represented to defendants that said account was justly owing by them and they would pay the same in full, and afterwards about the 21st day of February 1877 the said judgment was duly assigned to the defendants by said James Carter and credit given to O. Wells & Co, therefore at the agreed price of $2500. leaving an unpaid balance of $131.11 then due defendants on said account of O. Wells & Co and which ballance the said James Carter afterwards on the 12th of March 1875 in full to the satisfaction of the defendants The defendants said Bank were all by the authority and direction of the said plaintiff and the said former Banking Company were the legal holders and owners thereof by virtue of the purchase aforesaid from said Banking Company and it would be a wrong and fraud on these defendants to permit the plaintiff now to deny any part of said indebtedness to said Banking Company - Third - The defendants further say that the plaintiff is insolvent: that in the Court of Common pleas of Champaign County Ohio, defendants on the of May 1879 obtained judgment against plaintiff principal debtor & Levi J. Good as his surety in the sum of $89.80 debt or eight per cent interest which judgment remains in full force unreversed and unpaid except that out of the estate of Levi Good by Wm J. Sullivan guardian there has been paid $184. on the day of Feb 1880 and no other sum of money or thing has been paid thereon but all of said judgment except said $184 - is due from said plaintiff to these defendants and the same should be off set against any claim or judgment which plaintiff may have or obtain against them, and they ask that said defendants may have judgment against plaintiff for said ballance of said judgment & offset the same to plaintiffs claim if he shall establish his claim or any part thereof -

Robinson & Piper attys for Defts

The State of Ohio, Union County ss. Warren Cranston being duly sworn deposes and says the allegations of the foregoing ~~petition~~ answer are true as he believes and he is one of the defendants -

Warren Cranston.

Sworn to before me & signed in my presence this 14th day of September 1880 - W. M. Wright - Clerk

Afterward on the 20th day of September 1880. a Reply to the amended answer was filed with the Clerk of said Court which reads as follows.

Reply

Osmond W. Wells
vs
Hudson Haines et al

} The State of Ohio Union County, Court of Common Pleas

And now comes the said plaintiff and for Reply to the 2d defense in the amended answer says - That he denies that the said defendants were not doing business in the name of the Bank of North Lewisburgh before the 15th of May 1876: On the contrary he says that the said Bank of North Lewisburgh which was a copartnership consisting of Hudson Haines James Carter J D Callender and E. S. Callender had been doing business under their firm name of Bank of North Lewisburgh for a number of years prior to said date. That on or about the 15th day of May 1876 the other defendants herein were admitted into said firm and the business continued under the said firm name of the Bank of North Lewisburgh and that said new firm become the owner of all the assets of said firm and assumed all its debts and liabilities - Plaintiff further says that he denies that the said firm of O. Wells & Co were on the 15th day of May 1876 largely indebted to said Banking Company - He admits that prior to said date the said firm of O. Wells & Co had been indebted to said Banking Company but that the whole of said indebtedness has

said together with 6% thereon and that at the time of the transfer and assignment of said judgment to the said Bank as alleged in the pleadings herein all accounts claims or pretended claims that the said Banking Company held against the firm of Wells & Co represented only the usurious interest that had been charged by said Banking company against said Wells & Co. That the said Banking Company had loaned the said firm of Wells & Co large sums of money from time to time and had charged and reserved interest at the rate of from 12 to 15% per annum and that all loans so made had been paid in full and that the said claim or account which the Banking company pretended to have at the time of the transfer of said judgment was the usurious interest charged on said loan and the same was illegal, usurious and void and that they had no legal claim against said firm of O. Wells & Co Whatever.

Plaintiff further denies that he agreed or arranged to have said note sued in the name of James Carter, he denies that he agreed or assisted action which was prosecuted upon said note. He denies that after judgment had been obtained thereon that he agreed that the same should be assigned to said defendants to apply on said account or for any other purpose but on the contrary plaintiff says that the assignment and transfer of said note, the prosecution of said action thereon and the transfer of said judgment to said Banking Company were all done without his knowledge or consent and in violation of his rights in the premises and for the purpose of defrauding him of said note and the proceeds thereof and he denies every other allegation in said answer not expressly admitted. Kennedy & Powell & Fullin attys for Plaintiff

The State of Ohio Union County ss. He said plaintiff being first duly Sworn according to law says the facts stated and allegations in his foregoing Reply are true as he verily believes. O. W. Wells.

Sworn to before me and subscribed in my presence by the said Osmond Wells this 20th day of September 1880. W. M. Winget Clerk

Afterward on the 12th day of January 1881 an Entry was made on the journal of said Court which reads as follows, viz;

Entry

Osmond W. Wells
vs
Hudson Haines et, als
} No 3466.

Now came the parties herein by their attorneys, also came the following named persons as jurors, to-wit; H. W. Bayley John A. Brown, J. M. Danforth Edwin Wilber, J. S. Sandy. A. W. Torrence Daniel Cone Milo Kimball S. M. Landon C. C. Corey and J. B. Dandrea regular jurors and William Tali juror who were duly impannued and Sworn according to law and the trial proceeded. and the said jury having heard the testimony, the argument and charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes the said jury into open court with their verdict in writing signed by their foreman and say We the jury in this case being duly impannelled and Sworn do find and say that we find for the defendant. Daniel Cone. Foreman.

Afterward on the 27th day of January 1881 an entry was made on the journal of said Court which reads as follows.

Entry

Osmond W. Wells
vs
Hudson Haines et-als
} No 3466.

This day came this cause to be heard on the motion of plaintiff for a new trial. Whereupon the court being fully advised

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D. T. Elli
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Allen Loi

No 3349.

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in the premises do overrule said motion. and thereupon it is considered ordered and adjudged by the court that the defendants go hence without day and recover of the said plaintiff their costs herein expended taxed to $ to all of which plaintiff excepted and it is agreed that 30 days from the rising of this court be allowed him to prepare the same-

~~Attest~~ W. M. Winget- Clerk-

No 3549.

D. T. Elliott }
vs }
Allen Loister }

Pleas before his honor John L. Porter Judge at a court of common pleas begun and held at the court house in the town of Marysville within and for the county of Union and State of Ohio, on the 10th day of January A.D. 1881 Heretofore to wit: on the 1st day of January A.D. 1880 a petition was filed with the Clerk of said court which reads as follows; viz

Petition

D. T. Elliott Plaintiff }
vs } Court of Common Pleas Union County, Ohio.
Allen Loister Defendant }

This cause comes into this court on appeal from a judgment of a justice of the peace against the defendant. The Plaintiff D. T. Elliott says, he is an agent of the Union Central Life Insurance Company of Cincinnati Ohio. and was the agent of said Ins Co on the 26th day of June 1879 and prior thereto. That prior to said date the defendant Allen Loister, applied to him the plaintiff personally for a loan of money from said Company to him the said Allen Loister and that on said 26th day of June. he the plaintiff at the request of said defendant went to defendants farm in said County of Union to examine the character & condition of defendants lands with a view of effecting a loan for said defendant upon said lands, and on said day the defendant showed the plaintiff his said lands, representing the same to be 246 acres worth $65.00 per acre, and on said day the defendant made out in writing a formal application (under the direction of the plaintiff) to said Union Central Ins Co for a loan of $5100.00. and for an insurance policy from said Company of $5000. on defendants life on which the annual premium for five years. the term for which the loan was asked. was to be deducted or counted as so much cash paid to defendant in Makeing him the loan of $5100. Leaving said defendant to receive in cash about $3800.00

Plaintiff says that defendant in said formal application stated under his oath that he had 246 acres of land in fee simple in one body, 190 acres under in Cultivation 56 acres in timber and that he would furnish to said company a complete abstract of title to said 246 acres of land, and that he would take said policy and wished the 5 year annual Premium thereon deducted from said $5100. taking a receipt for the same - Plaintiff says that he fully explained said application and its terms, and the rules and terms of said Company in makeing loans. that said Company would not loan to him more than one third of the appraised value of the lands on which loan was to be secured by mortgage - That the defendant well understood the same and was satisfied therewith - and the plaintiff says that on said 26th day of June the defendant entered into a further agreement with the plaintiff, which agreement was reduced to writing and signed by the defendant; which was in the words and figures following to-wit; Richwood O June 26 1879.

Having this day contracted a loan of Fifty One hundred of the Union Central Life Ins Company of Cincinnati. Through their agent D. T. Elliott. I now agree that I will take the loan if approved and take the insurance and give the Security named in said application, or will pay said agent the Sum of Seventy five Dollars, as liquidated dammages for refusing so to do.

Signed "Allen Lister."

Plaintiff says that in pursuance to his agreement with the defendant he plaintiff forwarded said application of the deft to said Ins Co at Cincinnati which application was duly accepted by said company upon the condition that the abstract to be furnished by defendant for said 246 acers of land should be complete and satisfactory to them and the defendant was duly notified thereof. The plaintiff says that after said application had been forwarded to the Company the abstract of title which the defendant agreed to furnish of the 246 acres of land was sent to the company at Cincinnati but proved to be only an abstract of the defendants title to 222 acres of land. reducing the value of the proposed Security about $1300. and would according to the companies Rules which the dept understood have reduced the loan to at least $4700cc - Plaintiff says that the defendant was duly notified of the failure of his proposed Security as shown by said abstract and that said company could not make him a total loan of more than $4800cc on the 222 acres. Whereupon the defendant being unable to supply the deficiency in the quantity of land stated in his application and being unable to give the amount of Security that he had agreed to give agreed with said company through their agent D F Elliott the plaintiff to accept in lieu there of a loan of $4800cc and take a policy of insurance of $7000.00 on the life of Francis Lister his son whose age was 22 years the premiums on which were to be deducted from said $4800.00 as in the originae application and accordingly on the 30th day of August 1879 defendant caused application for the Ins on said Francis Lister as aforesaid to be made out and forwarded to said Company at Cincinnati upon which said company issued Oct 8th 1879 a Policy of insurance on the life of said Francis Lister for $7000.00 and attached thereto a receipt for the annual premiums for 5 years paid up and continueing the same in force for said term of 5 years and forwarded the same to J. S. Gill of Richwood O with a Mortgage for $4800. on said 222 acres land to be executed by defendant and his wife and also forwarded a check or Checks for $3575.00 or there about to being the amount of Money to be paid said Defendant on said loan Whereupon the Plaintiff called upon the Defendant about said time to have Executed the Necessary papers and complete said loan.

Plaintiff says that said defendant refused to Execute his Mortgage or receive insurance Policy or said Money tendered him as aforesaid on the grounds that that amount of Money was not sufficient to met his demands and said he must have a loan that would give him at least $4800. and thereupon refused to complete his agreement with said Company in any Manner - The plaintiff says that being desirous to accommodate the defendant then tendered to said Defendant through Joseph Hefflefinger the general agent of said Company an additional loan of $500cc making the total amt in cash of over $4800cc - This loan of $500 was tendered by said Hefflefinger out of his own means upon a 2d Mortgage upon said 222 acres of land by the defendant all of which offers the defendant

Entry

Amended Petition

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refused to accept saying he could do better and would not take the loan of said company.

Plaintiff says that said Company have done all and singular they ever were bound to do to furnish said defendant said loan of Money as applied for by him in application of June 26th 1879. and that the defendant has wholly failed and refused and neglected to do or perform his part of said agreement or perform his agreement in giving the security for the same. and Plaintiff says the defendant has wholly failed and refused to comply with his agreement with the plaintiff on the said 26th day of June that he has not paid said $75.00 or any part thereof Wherefore the plaintiff prays judgment against the defendant for said $75.00 with int from Oct 8th 1879.

P. B. Kerr atty for Pltff

The State of Ohio Union County ss. The Plaintiff D. T. Elliott says the foregoing Statements and allegations are true as he believes. D. T. Elliott

Sworn to before me and subscribed in my presence by said Elliott this 9th day of Jan 1880. W. M. Winget Clerk.

Afterward on the 12th day of May 1880 an Entry was made on the journal of said Court which reads as follows.

Entry

D. T. Elliott
vs
Allen Lister } No 3549

This day on Motion of the plaintiff leave is given him to file amended petition in thirty days from the rising of Court and the cause continued.

Afterward on the 30th day of August 1880 an amended petition was filed with the Clerk of said court which reads as follows.

Amended Petition

D. T. Elliott Plaintiff
vs
Allen Lister Defendant } Court of Common Pleas of Union County. Ohio
"Petition"

The Plaintiff by leave of the court first had and obtained says. This cause came into this Court on appeal from a judgment of a justice of the peace against the defendant. That on the 26th day of June A.D. 1879 and prior and subsequent thereto he was an agent of the Union Central Life Insurance Company of Cincinnati Ohio.

That prior to said date of June 26th 1879 the defendant Allen Lister applied to this plaintiff personally for a loan of Money from said Company to him the said Allen Lister - That on the said 26th day of June AD 1879 the said defendant represented to this plaintiff that he owned in fee simple 246 acres of land in Clairborne Township of said County and worth $65.00 per acre and on said day the defendant Allen Lister made out in writing a formal application (under the direction of the plaintiff) to said Union Central Life Insurance Company for a loan of $5700.00 and for an Insurance Policy of $5000.00 on Defendants Life, on which the annual premiums for five years, the time for which the loan was asked was to be deducted or counted as so much cash paid to the defendant in making him the loan of $5700.00 leaving the defendant to receive in cash from said Company about $380.00.

Plaintiff says that the defendant in said formal application stated under oath that he owned 246 acres of land in fee simple as aforesaid in one body 190 acres under cultivation 56 acres in timber. and that he would furnish to said Company a full and complete abstract of title to said lands; and that he would take said Policy, and that he desired

the aforesaid annual premiums deducted from the said sum of $5700.00 and taking a receipt therefor—

The plaintiff says he fully explained said application and its terms and the rules and the terms of said company in making loans, and that said company would not loan to him the appraised value of the lands on which said loan was to be secured by mortgage, that the defendant well understood the same and was fully satisfied therewith. The plaintiff says that for the purpose of compensating himself for time and labor & money expended by reason of the representations aforesaid by the said defendant in the event that the said defendant failed, refused or neglected to perform fully his part in completing the said loan from the said Central Life Insurance Company, he made another agreement with the said defendant, which was reduced to writing and signed by the defendant and which was in the words and figures following, to-wit;

Richwood. O. June 26th 1879.

Having this day contracted a loan of Fifty one hundred of the Union Central Life Insurance Company of Cincinnati through their agent D. T. Elliott I now agree that I will take the loan if approved and take the Insurance and give the security named in said application, or I will pay said agent the sum of Seventy five Dollars as liquidated damages for refusing so to do.

Signed "Allen Lister"

The plaintiff says that the above contract was made between himself and the said defendant wholly for his own benefit and that the Union Central Life Insurance Company have not now any interest in the same.

Plaintiff says that in pursuance to his agreement with the said defendant he forwarded said application of the defendant to said Insurance Company at Cincinnati Ohio which application was duly approved and accepted by said company upon the conditions that the abstract to be furnished by the said defendant for the said 246 acres of land should be complete. And the said defendant was duly notified of the said action of the said Company.

The plaintiff says that the defendant furnished the said Insurance Company with an abstract of his said lands; and that his lands aforesaid amounted to in all 222 acres of land and no more; which reduced the amount of security to be given the said Insurance Company for said loan $1300.00 below the amount the defendant had agreed to furnish for said loan of $5700.00 which was well known to the defendant on the said 26th day of June 1879. that the said Insurance Company approved of said application to the extent that the 222 acres of lands furnished security under their rules so explained to the defendant as aforesaid; which made the loan in amount $4800.00 to the said defendant on the 222 acres of land so abstracted as aforesaid, and of which approval the defendant was duly notified.

Whereupon the defendant Allen Lister agreed to accept of a loan from said Company of $4800.00 and take a Policy of Insurance on his the defendants sons life Francis Lister to the amount of $7000.00 whose age was 22 years the premiums on which were to be deducted from the $4800.00 as in the original application. accordingly on the 30th day of august 1879 the defendant caused the application to be made to said company for the Insurance on the life of Francis Lister as aforesaid. Upon which application the said Company on the 8th day of October 1879 issued a policy of Insurance on the life of said Francis Lister for $7000.00 and attached thereto a receipt for the annual premiums for 5 years. paid up once continuing the same

Entry

in force for the term of 5 years, which Policy of Insurance was forwarded by the knowledge and consent of the defendant to M. S. Hill then of Richwood Ohio (now deceased) with a Mortgage of $4800.00 on the said 222 acres of land of the defendant Allen Lister it being the same land before represented by the defendant to contain 246 acres, which mortgage was to be executed by the said defendant and his Wife - And also forwarded to the said defendant a check or checks for about $3375.00 it being the amount of Money due said defendant on said loan which amount was tendered to the defendant and the mortgage presented to him for execution whereupon the defendant refused to receive the said Sum of about $3375, and refused to execute the said Mortgage and refused to receive the Life Insurance Policy on the life of his Son Francis Lister,

The defendant alleges as a reason for refusing to accept the Money, Execute the Mortgage and accept the Policy aforesaid that the Sum was not Sufficient to meet his demands and that his needs amounted to $4000.00 and the defendant failed refused and neglected to complete his part of the agreement with said Insurance Company as aforesaid notwithstanding their full and unreserved approval of his application and the consent to loan the defendant Money as aforesaid upon so much of the 246 acres of land as the said defendant in fact owned, and notwithstanding their compliance with the defendants request of the said Company to issue a Life Policy on the life of Francis Lister as aforesaid, Whereupon this plaintiff desiring to accommodate the said defendant and to aid him to procure the Sum of $4000 which he said he needed, tendered him an additional loan of $625.00 with a Second Mortgage on the said 222 acres of land to be Secure the same, Which the defendant refused to accept saying he could do better and would not take the loan of said Company. The Plaintiff further says that the defendant did not furnish the Security named in his application for said loan from said Company that he agreed to furnish as aforesaid, That the said Life Insurance Company approved of so much of the Security as was furnished by said defendant for the loan aforesaid, and that the defendant agreed to accept of so much of a loan as by the rules of said company of which he was fully advised would procure, and that when the same was furnished to him by the said Company he refused to accept the same, That by reason of the contract in writing aforesaid between the plaintiff and the defendant this plaintiff has expended a large amount of time Labor and Money. That he has performed well and thoroughly the said contract on his part and that the defendant has Wholly failed refused and neglected to do or perform the said agreement in writing aforesaid on his part with the plaintiff. That the said defendant has declined and refused to pay said Sum of Seventy five dollars so agreed by him to be paid to this plaintiff in said contract of date June 26th 1879.

Wherefore the plaintiff prays judgment against the defendant for said Sum of $75.00 with interest from October 8th A.D. 1879. D. W. Ayers Atty for plaintiff

State of Ohio Union County S.S. The Plaintiff D. T. Elliott being first duly Sworn says the facts stated and allegations made in his foregoing petition are true. D. T. Elliott.

Sworn to before me and Signed in My presence by the said D. T. Elliott this day of August A.D. 1880. W. M. Winget. Clerk.

Afterward on the 16th day of October 1880 an Entry was made on the journal of said Court which reads as follows.

Entry

D. T. Elliott Plaintiff
vs
Allen Lister Defendant } This day this cause came on to be heard upon

the motion and demurrer of the said defendant to the petition of the plaintiff. On consideration whereof the court being fully advised in the premises do overrule said motion and demurrer to which ruling and decision the defendant excepts. And leave is granted to the said defendant to further plead by 1st day of January 1881, and this cause continued,

Afterward on the 7th day of December 1880 an answer was filed with the clerk of said court which reads as follows, viz:

Answer

D.T Elliott Pltff
vs
Allen Lister Deft } Court of Common Pleas Union County Ohio

The defendant for answer to plaintiffs petition, says; he admits he signed the written agreement refered to in plaintiffs petition and he admits that the plaintiff was the agent of said Insurance Company as alleged in said petition, & he admits that he made an application for a policy of insurance on plaintiffs life & for a loan of Five Hundred dollars as alleged and plaintiff and said Company refused to make the loan as alleged and take the policy on defendants life and insisted on making said loans & refused to comply with the terms of said written contract and the defendant denies each & every one of the allegations of said petition which are not herein specifically admitted and says he denies specifically that plaintiff did comply on his part & the part of said insurance Company with the terms on which said written agreement was executed.

Therefore defendant prays judgment against plaintiff for cost.

Robinson & Piper Attys for Deft

The State of Ohio Union County ss.

Allen Lister defendant being duly sworn says he believes the allegations of the foregoing answer are true, Allen Lister

Sworn to before me & Signed in my presence this of A.D. 1880.

C.C. Gardiner. Justice of the Peace.

Afterward on the 14th day of January 1881 an Entry was made on the journal of said court which reads as follows;

Entry

D.T. Elliott
-vs-
Allen Lister } No 3547

Now came the parties herein by their attorneys; also came the following named persons as jurors to wit; H.W. Bayley John A. Brown. J.M. Damforth Edwin Wilber. J.S. Sandy. A.W. Torrence Daniel Cone. Milo Kimball S.M. Landon E.L. Cory and J.B. Dandrea regular jurors and A. Sager talis-juror who were duly impaneled and sworn according to law, and the trial proceeded And the said jury having heard the testimony the arguments and Charge of the court, retired to their room in charge of the Sheriff for deliberation, And now come the said jury into open Court with their verdict in writing signed by their foreman and say: The State of Ohio. Union County ss D.T. Elliott vs Allen Lister. We the jury in this case being duly impaneled and sworn do find and say that we find for the plaintiff Seventy five dollars with interest at Six %

J.M. Damforth Foreman

Afterward on the 5th day of February 1881 an entry was made on the journal of said court which reads as follows,

Entry

D. J. Elliott
vs
Allen Leister
No 3579

This day came this cause to be heard on the motion for a new trial. Whereupon the court overruled said motion and consider and adjudge that plaintiff recover of the defendant the said sum of Seventy Nine 45/100 dollars and his costs herein expended taxed & To all of which ruling and judgment the defendant excepted, and asked the court to sign and seal his bill of exceptions which the court order to be done and the same be recorded as part of the record and by consent of parties ten days is given the parties to prepare the bill of Exceptions to be signed and sealed and filed as of this term of court according to law

Attest. W. M. Winget. Clerk

Lucius Webster
vs
Sarah L. Parsons Et als

3703

Pleas before his John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 11th day of January A.D. 1881. Whereon on the 5th day of October 1880 the following Petition was filed with the Clerk of said Court viz.

Lucius Webster Plaintiff
vs
Mary L. Parsons Dennis F. Parsons
& Sarah A. Webster Defendants

The State of Ohio Union County Court of Common Pleas,
Petition.

And now comes the plaintiff Lucius Webster and for Cause of Action herein against the said defendants Says That on or about the 13th day of March A.D. 1879 the defendants Mary L. Parsons and Dennis F. Parsons her husband in consideration of the Sum of Fifteen Hundred dollars to them paid by the said Plaintiff did bargain and Sell and by a Sufficient deed agree to convey to the said plaintiff the following described premises to wit. Situate in County of Union in the State of Ohio in the Township of Claibourne Commencing at a point 79 feet N 10° E from the N. West corner of Lot Number 56 in the Town of Richwood Union County Ohio Thence Eastward parallel with the north line of the original town plat of said of Richwood Eight (8) poles. Thence N 10° E 40 feet thence westwardly Eight (8) poles to a point 43 feet N 10° E from the place of beginning thence S. 10° W 43 feet to the place of beginning containing Seventy (70) and 7/8 rods nearly.

This plaintiff further says that he has paid to said defendants Sarah L. Parsons and Dennis F. Parsons the entire consideration of Fifteen Hundred Dollars but that he has not received any Sufficient deed or any deed at all for said premises.

This plaintiff further says that a deed was made for said premises by said Mary L and Dennis F. Parsons for said premises to Sarah A. Webster but that said deed was never delivered and never put on record but has either been lost or destroyed

Plaintiff further says that on or about the 23d day of September A.D. 1880 he requested the said Mary L. Parsons and Dennis F. Parsons to convey to the aforesaid premises and tendered to them a Quit Claim deed therefor to Sign and acknowledge conveying in due form of law the aforesaid premises to this plaintiff but he says that said last named defendants refused and neglected and still refuse and neglects to Sign Seal and acknowledge said deed or to convey to this plaintiff the said premises.

The said plaintiff further says that the defendant Sarah A. Webster

claims some interest in and to said premises and he asks that She be made a party defendant hereto and be required to set up whatever interest or claim She may have therein

Wherefore this plaintiff prays that the defendants Mary L. Parsons & Dennis F. Parsons may be ordered to convey the said premises to this plaintiff by a good and sufficient deed and in default of such conveyance that the Order of the Court thereof operate and have the same effect as such conveyance and for all other and proper relief either Law or Equity

By Powell Gill and Fulton Plaintiffs Attorneys

The State of Ohio Delaware County ss

(prat) Lucius Webster being by me first duly Sworn according to law Says the facts stated and allegations in his foregoing petition are true as he verily believes

Lucius Webster

Sworn to before me and Subscribed in my presence by the said Lucius Webster this 4th day of October A.D. 1880

Frank A Kauffman Notary Public in and for Delaware County Ohio

Pracipe To Clerk. Issue Summons for the defendants to Sheriff of Union County Ohio returnable according to Law Praise Equitable Relief

Powell and Fulton Attys for Plff

Thereupon the following Writ of Summons was issued by the Clerk of said Court to wit

Summons The State of Ohio Union County SS

We command you to Notify Mary L. Parsons, Dennis F. Parsons and Sarah A. Webster that they have been sued by Lucius Webster in the Court of Common Pleas of Union County and that unless they answer by the 6th day of November A.D. 1880 the petition of the said Lucius Webster against them filed in the Clerks Office of said Court Such petition will be taken as true and Judgement rendered accordingly

You will make due return of this Summons on the 18th day of October A.D. 1880

Witness my hand and the Seal of said Court this 5th day of October A.D. 1880 W. M. Winget Clerk

In action for Equitable Relief" Summons returned with the following endorsed thereon

Shffs return The State of Ohio Union County ss Received this Writ October 5th A.D. 1880 at 4 oclock P.M. and pursuant to its command Served the Same on the 9th day of October 1880 by delivering a certified copy thereof with the Endorsements thereon to each of the within named Dennis F. Parsons and Mary L. Parsons. The within named Sarah A. Webster not found in my County Total fees $2.70 J. J. Miller Shriff

On the 6th day of November 1880 the following Answer was filed in this case which reads to wit.

Lucius Webster Plaintiff
vs
Mary L. Parsons Dennis F. Parsons & Sarah A. Webster Defendant

In the Court of Common Pleas of Union County Ohio

Answer of Sarah A. Webster.

And now comes the said Sarah A. Webster and for her answer to the matters and things Set up and allegations made in the petition of the plaintiff Says that She denies that the plaintiff paid the Consideration or purchase price of the said premises described in his said petition as therein averred and She denies that said Mary L. Parsons and Dennis F. Parsons Sold said premises to said plaintiff and this Defendant denies that the said Mary L. Parsons and Dennis F. Parsons agreed to convey said premises to said plaintiff and this defendant avers that the plaintiff is entitled to have or receive any deed or conveyance for said premises from said premises from said Mary L. Parsons

and Dennis Parsons or any one else denies that the plaintiff is in any way entitled to the relief prayed for in his said petition.

This defendant Says that in December A.D. 1878 She was the owner in fee Simple of Certain real estate in the County of Union the State of Ohio. and She at the instance of the plaintiff Contracted Exchanged and Sold the Same to her Co defendant Mary L. Parsons and agreed to convey the Same to said Mary L. Parsons upon the consideration that said Mary L. Parsons upon the Consideration that said Mary L. Parsons and her husband said Dennis F. Parsons would pay an agred Sum of Money and execute and deliver to her a warranty deed in due form of law Conveying to this defendant said premises named and described in said plaintiffs petition in fee Simple.

This Defendant Says that in pursuant of said agreement She did convey her said premises to Said premises to said Mary L. Parsons and of which premises said Mary L. Parsons then and there took possession and now owns and occupies and said Mary L. Parsons and her husband said Dennis F. Parsons did in or about the Seventh day of March A.D. 1879 execute & deliver to this defendant a Warranty deed in due form of law conveying to this defendant the said premises described in plaintiffs petition which deed this defendant accepted and took into her possession and after having said premises transferred to her name in the Office of Auditor of said Union County Ohio

This defendant on or about the 31st day of May A.D. 1879 left and deposited said deed for record with the Recorder of said Union County Ohio in the Records office in said County and before said was recorded in said office this plaintiff without the Knowledge or consent of this Defendant Wrongfully. fraudulently and maliciously obtained possession of said deed from the said Recorder and destroyed the Same

This Defendant says that She is the owner of said premises in fee Simple as her own Separate own right. That the distinction of said deed before the same was recorded and the claim set up to said premises by the plaintiff casts a cloud upon her title thereto and She prays Judgment of this Court finding and decreeing that said premises are the Separate Estate and property of this defendant. that She has complete and perfect title thereto and the said plaintiff and the said Mary L. Parsons and Dennis F. Parsons be adjudged and decreed to have no title to said premises and this defendant have Such other further relief as equity and the nature of the case may require

Carpenter and Brodrick & W.G. Cooper Attys for Sarah A. Webster

State of Ohio Knox County Ss. I Sarah A. Webster being first duly Sworn according to law Say that the Statements made in the foregoing answer are true as I verily believe

Sarah A. Webster

Sworn to before me and Subscribed to in my presence this 30th day of October A.D. 1880

Frank Moore Notary Public for Knox County Ohio

On the 11th day of January 1881 the following Entry was made in the Journal of said Court to wit

Lucius Webster Plaintiff
vs
Sarah A. Webster Mary Parsons and Dennis Parsons Defendants

This day came the said parties Plaintiff & Defendants and Submit this cause to the Court and the Court having heard the testimony Examined the Exhibits heard the arguments of Counsel and being fully advised in the premises find the Matters and things Set up and allegations made in the Answer of the Defendant Sarah A. Webster are true and the allegations made in the petition of the plaintiff are untrue and that the Defendant Sarah A. Webster did purchase the premises described in plaintiffs petition from the said Defendant Mary Parsons. that said Mary Parsons and her husband Dennis Parsons did contract and agree to execute and deliver to the said Sarah A. Webster a deed for said premises that said Sarah A. Webster paid to said Mary Parsons the full

consideration agreed purchase price of said premises and that said Mary Parsons and her said husband did execute and deliver to said Sarah A Webster a deed in due form of law conveying to her the said premises in fee simple which deed was by her the said Sarah A. Webster left for record in the Recorders office of said Union County Ohio and from thence taken before record by said plaintiff without the knowledge or consent of said Sarah A. Webster as in her said answer averred,

It is therefore by the Court considered adjudged and decreed that the equity of this case is with the said Sarah A. Webster and that She is the owner in fee simple of the said premises described in plaintiffs petition and that her title thereto is herby found and declared to be complete and perfect - and the said plaintiff Lucus Webster and the Defendants Mary Parsons and Dennis Parsons her husband found to have no right title interest or estate Whatever in said premises

It is by the Court further adjudged that said Defendant Sarah A. Webster recover of the plaintiff her costs in this behalf expended taxed at $ and that the plaintiff pay the residue of the costs in this proceeding taxed at $

Attest W. M. Winget Clerk

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Judgment It is therefo
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3693

B. W. Evans }
vs
Beverly Depp }

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Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio on the 12th day of January A.D. 1881. Heretofore on the 5th day of July 1880 the following Petition was filed with the Clerk of said Court to wit

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Petition

3635

B. W. Evans Plaintiff }
vs
Beverly Depp Defendant }

Court of Common Pleas Union County Ohio
Petition,

Plaintiff Says this action comes into this Court upon a Transcript from Justices of the Peace

Petition That this his cause of action is founded upon an account a copy of which together with all the credits on the same is hereto attached Marked "A"

That there is due the plaintiff from the defendant on said account the sum of twenty nine $ 25/100 Dollars which plaintiff claims with interest from August 1st 1879 and for which Plaintiff prays Judgement Robinson & Piper Attys for Plaintiff

Judgt State of Ohio Union County ss

B. W. Evans being duly Sworn Says the facts Stated and allegations in his forgoing petition are true as he verily believes B. W. Evans

Jurat

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Sworn to before me by B. W. Evans and by him Subscribed in my presence this 5th day of July 1880 W. M. Winget Clerk

Afterwards on the 23d day of September 1880 the following Entry was made in the Journal of said Court

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Willia
vs
Asa

3635

B. W. Evans Plaintiff }
vs
Beverly Depp Defendant }

Money Only.

Now Comes the Plaintiff herein and Defendant being in default for demurer or Answer and the Court find that the allegations of the petition are confessed to be true by the defendant and that the Court further find that defendant is indebted to the plaintiff in the

Entry

& every alle

Sum of thirty one Dollars and thirty cents ($31 30/100) the Sum due Oct. 1st 1880

Judgment It is therfore Considered by the Court that the Said plaintiff recover from the Said Dependant the Said Sum of $31 30/100 and his costs herein expended taxed to $

Afterwards on the 12th day of January 1881 the following was also entered in the Journal of Said Court to wit.

Benjamin W. Evans
vs
Beverly Depp

Money Only.

This day this cause came on to be heard upon the Motion of the defendant to vacate the Judgment in favor of the plaintiff heretofore rendered in this Court in this cause. And after hearing of the evidence and arguments of Counsel and the Court being fully advised in the premises do overrule Said Motion. To all of which ruling of the Court the defendant excepts

W. M. Winget Clerk

William Wilcox Plaintiff
vs
Asa Wilcox Defendant

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union in the State of Ohio on the 22d day of January A.D. 1881. Heretofore on the 15th day of December 1880 the following Petition was filed with the Clerk of Said Court which reads in the words and figures to wit.

3693

William Wilcox Plaintiff
vs
Asa Wilcox Defendant

The State of Ohio Union County Court of Common Pleas
Petition.

This action comes into this Court by way of appeal from A. M. McCrory a Justice of the Peace within and for Jerome Township Union County Ohio.

Petition The Said plaintiff for cause of action herein Says.

That on the 21st day of June 1880 he was and that he Still is the owner and entitled to the immediate possession of the following goods and Chattels: Two Horses. One a bay and the other a gray. One Two Horse wagon. one buggy and harness. One Champion Reaper. one Sulky corn plow. One Set of double Harness. of the value of Two hundred and Five dollars. and that the Said defendant unlawfully detains the Said goods and Chattels from the possession of the said plaintiff and has detained the Same as aforesaid for the Space of [illegible] months to his damage in the Sum of Twenty five dollars. Wherefore the Said plaintiff prays judgement against the Said defendant, that the Said defendant do return to the Said plaintiff the Said goods and Chattles So unlawfully detained and for the Sum of Twenty five dollars his damages so as aforesaid Sustained by reason of Said unlawful detentions

Powell Gill and Fulton Attys for Plff.

The State of Ohio Union County ss

Jurat William Wilcox being first duly Sworn Says the facts Stated and allegations in his foregoing petition are true as he verily believes

William his X mark Wilcox

Witness A H Brighter

Sworn to before me by Said William Wilcox and by him Subscribed in my presence this 15th day of September A.D. 1880

A. H. Brighter Notary Public

On the 10th day of January 1881 the following Answer was filed herein to wit.

William Wilcox Plaintiff
vs
Asa Wilcox Defendant

Court Common Pleas
Union County Ohio

and now comes the Said Defendant and for answer to the petition of plaintiff herein filed says That he denies each & every allegation in said petition contained.

Carpenter & Brodrick
Attorneys for Defendant

State of Ohio Union County ss

Asa Wilcox the Defendant being Sworn makes oath that the facts Stated in the foregoing Answer are as affiant believs true Asa L. Wilcox

Sworn to by said Asa Wilcox before me and Signed by him in my presence this 10th day January A.D. 1881 W. M. Winget Clerk

On the 22d of January 1881 the following was made in the Journal of Said Court to wit.

3693 William Wilcox vs Asa Wilcox } Entry

This day came the Defendant herein and thereupon this Cause came on for hearing upon inquiry into the right of property & right of possession of the said defendant to the propuly taken by the said plaintiff.

Entry & Jury Sworn Judgt for Deft

Also came the following named persons as Jurors to wit. John A. Brown Edwin Wilber. A. W. Torrence, S. M. Landon and William Haines regular Jurors R. Thompson Robert Graham. S. S. McDivitt, Wm Smith. J. A. Henderson Henry Wheeler and Jesse Davis Talis Jurors who were duly empannled and Sworn according to law. And the plaintiff failing to appear either in person or by Attorney to prosecute his action the case was Submitted to the Jury upon the evidence and argument for the defendant and Charge of the Court. And thereupon the Jury retired to their room in Charge of the Sheriff.

And now come said Jury into Open Court with their verdict in writing Signed by their foreman and Say "We the Jury the Jury in this case being duly Sworn "empannled and Sworn do find and say that we find for the defendant and "that he had the right of property in Said Goods and Chattels at the commencment "of this Suit and assess damages to Defendant in the Sum of Two Hundred Two "4 50/100 Dollars Edwin Wilber Foreman"

It is therefor considered and adjudged by the Court that the defendant Asa Wilcox do recive from the Said plaintiff William Wilcox the Said Sum of Two Hundred and Two 4 50/100 Dollars So assessed together with his Costs herein Expended taxed to $

W. M. Winget Clerk

P. R. Kerr vs George Winters } Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio on the 27th day of January A.D. 1881.

Heretofore on the 27th day of August 1880 the following Petition was filed herein to wit

3680 P. R. Kerr Plaintiff vs George Winters Deft } Court of Common Pleas Union Co. Ohio. Petition

P. R. Kerr Says the Defendant George Winters is indebted to him for Legal Services rendered at Defendants request for his benefit in and about his Suit with George Howe before W. J. Woods J. P. of Claibourne Tp Union County and on appeal in Court of Common Pleas Union Co. Ohio as follows,

Petition	Feb. 14 1876 Trial fee before Justice	5.00	
	" 15 " To retainer to take the case to Common Pleas Court	5.00	
	" 18 " To work on Bill of Exceptions	5 00	
	April 2nd 1878 To filing Transcript & attending Suit on appeal	10.00	
	To interest on above	6.00	$31.00

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Answer

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For which Plaintiff Prays Judgement and for costs.
P. R. Kerr

State of Ohio Union County ss P. R. Kerr being Sworn Says the allegations in the foregoing Petition are true as he verily believes P. R. Kerr

Jurat Sworn to before me and Subscribed in my presence this 27th day of May 1880
W. M. Winget Clerk

On the 21st day of January 1881 the following Answer was filed with the Clerk of Said Court which reads to wit

3680 P. R. Kerr Plaintiff } Court of Common Pleas. Union County Ohio
vs. } Answer
George Winters Deft. } The defendant in the above case now comes and for Answer to the petition of the Plaintiff herein Says That he denies Each & every

Answer allegation therein Contained D. W. Ayers Atty for Deft.

State of Ohio Union County ss George Winters being Sworn Says the Allegations in the foregoing Answer are true as he verily believes G. W. Winters

Jurat Swan to before me and Signed in my presence by George Winters this 21st day of January A. D. 1881 W. M. Winget Clerk

On the 27th day of January 1881 the Journal of Said Court which reads as follows to wit,

3680 P. R. Kerr } This day came the parties to this Suit and thereupon came
vs } a Jury and was empanelled and Sworn and having heard the
George Winters } allegations of the parties the testimony of the Witness, the Argument of Counsel and the Charge of Court — Returned into Court and reported their verdict as follows to wit. We the Jury in this case being duly empannelled and Sworn do find and say that we find for the plaintiff Six Dollars with interest from Apl. 1st 1876 $1.73 in all $7.73 Milo Kimball Foreman

Wherefore it is ordered and adjudged by the Court that the Plaintiff recover of the Defendant said Sum of Seven 73/100 and recover his costs herein taxed at $

(No Execution to be issued till after 20 days from the date of this Entry)
W. M. Winget Clerk

John Lamb }
vs }
B. W. Evans } Pleas before the Honorable John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union in the State of Ohio on the 18th day of January 1881

Heretofore on the 19th day of April 1880 the following petition was filed in this case to wit

3585 John Lamb Plaintiff } Court of Common Pleas Union County Ohio
vs } The Plaintiff Says
B. W. Evans Defendant } That on or about the first day of October 1877 this plaintiff sold and delivered to the defendant at his request a walking Corn plow of the plaintiff for which the defendant promised to pay him the plaintiff Twenty one dollars on the day he received said plow being about the first day of Oct, 1877. The plaintiff further Says that on or about the 1st day of October 1877 he received Six dollars and eighty Six cents on said plow (2) There is due the plaintiff on ballance of said account the sum of Fourteen Dollars and fourteen cents with interest at Six per cents with interest at Six per cent from October 1st 1877

3 The plaintiff asks judgement for the sum of Fourteen dollars and fourteen cents with interest at Six per cent from October 1st A. D. 1877 R. L. Woodburn
Atty for Plff

State of Ohio Union County ss John Lamb being Sworn says that he believes the facts stated and allegations in his foregoing petition are True

John Lamb

Sworn to and Subscribed before me this 13th day of April A.D. 1880

A.H. Beightler Notary Public

On the 19 day of April 1880 the following Answer was filed herein which reads to wit

3585

John Lamb Plaintiff
vs
B. W. Evans Defendant

State of Ohio Union County ss.
Court of Common Pleas
Answer

Now comes the Defendant Benjamin W. Evans and for Answer to the petition of the said plaintiff Says

He denies each and every allegation in said petition contained Except that the plaintiff said Six dollars and Eighty cents at the time alleged

Answer 2

The defendant further answering Says that in the year 1877 the plaintiff was indebted to the defendant in a Small amount and then wanted to Sell the plaintiff a Second hand Walking plough for a Small Sum of money the Defendant thereupon told the plaintiff that he did not wish to buy a plough and could not use it but finally it was agreed that plaintiff would deliver to Defendant his plough and take in payment therefor his own account and the account of certain other persons all of was passed at the time and said plough thereby fully paid for at the time.

Wherefore Defendant asks to go hence without day and recover his costs

Cameron and Benton Attys

State of Ohio Union County ss.

Benjamin W. Evans being first duly Sworn Says the facts Stated and the allegations made in his foregoing Answer are true as he believes

Jurat

B. W. Evans

Sworn to before me by said Benjamin W. Evans and by him Signed signed in My presence this 19th day of April 1880

W. M. Winget Clerk

And on the 15th day of January 1881 the following Entry was made in said Journal

3585

John Lamb
vs
B. W. Evans

Now came the parties herein by their Attorneys also came the following named persons as Jurors to wit. H. W. Bartley John A. Brown J. M. Danforth Edwin Wilbur J. L. Gandy A. W. Lawrence Daniel Cone Milo Kimball S. M. Landon. C. L. Covey William Haines regular Jurors and D. J. Sterling Tales Juror who being duly impaneled and Sworn according to law and the trial proceeded – And the said Jury having heard the testimony the arguments and the Charge of the Court retired to their room in charge of the Sheriff for deliberation. — And now came the said Jury into open Court with their Verdict in writing Signed by their Foreman and Say.

January 15th 1881

Entry & finding

The State of Ohio Union County ss. January Term A.D. 1881

3585

John Lamb Plaintiff
vs
B. W. Evans Defendant

We the Jury in this case being duly impaneled and Sworn. do find and Say that we find for the defendant

A. W. Lawrence Foreman

Petition

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On the 5th day of February 1881 the following was also entered in the Journal of said Court

John Lamb }
vs }
3585 Benjamin Evans } The Jury in this action having on a former day of this Term rendered a verdict for the defendant and no Motion for a new trial having been made

It is therefore considered by the Court that the said defendant go hence without day and recover of the plaintiff his costs herein expended

Attest W. M. Wright Clerk

T. T. Kilberry Et. al }
vs }
Henry Lamb } Pleas before His Honor John L. Porter Judge of the Court of Common Pleas Begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 24th day of January A.D. 1881 Heretofore on the 5th day of October 1880 the following petition was filed with the Clerk of said Court to wit

T. T. Kilberry J. B. Lamb
and William Wagner Plaintiffs } Court of Common Pleas Union County Ohio
vs } Petition.
3702 Henry Lamb Defendant } The Plaintiffs Say That they are the duly elected and qualified Trustees of Jerome Township Union County Ohio That as such Trustees they now come and complain of the said defendant Henry Lamb and Say, That there is located in said Township of Jerome a certain road bounded as follows On the North by the lands of the said Henry Lamb and on the South by the lands of C. H. Gordon and Peter Scott and on the East by the lands of C. H. Gordon and George Woolpert on the West That the said road intersects with the Marysville & California Gravel road on the South end of the road bounded and described as aforesaid and that the Same is about thirty feet wide & about Eighteen rods in length

Petition

The plaintiffs further Say that the said road above bounded and described has been a public road for about the period of thirty years and So used and kept by the public for travel and use - That about the year 1850 the right of the public to So use & maintain said road was duly and legally derived from the said Defendant Henry Lamb and that the right of the public to So use said road as aforesaid has never ceased since the Same was acquired as aforesaid nor has this right to the use of the same been called in question until the time of the grievances herein after complained of. That one George Wolpert is the owner of said lands on the west Side of said road and has been the owner and in possession of the Same for more than three years last past - That at the time the said George Woolpert purchased and entered on his said lands the road described as aforesaid was open and unobstructed. And plaintiffs Say that the said George Woolpert bought said land relying on the right of himself and the public to use said road described as aforesaid. That the said George Woolpert since his purchase of lands on the west Side described road as aforesaid has built as Stable on his said lands and abuting on said described road about midway along said road from where the Same intersects with the said Marysville and California Gravel road - That the said defendant Henry Lamb had full Knowledge of the building of said Stable by the said Woolpert in the said locality and made no objections to the Same - nor informed him of any claim he had to the use of said road as against the public That the said described road is not only necessary for the public use but is necessary for the use by the said George Woolpert of his said lands and his building as aforesaid. That the said George Woolpert would not have purchased his said

Lands nor erected the building as aforsaid nor would the Same have ben kept up and worked at the public expense if the had not ben kept open and unobstructed for more than thirty (30) years last past-
That the public have a right both by reason of the lapse of time and the proper legal proceedings being had in reference to said road about thirty years Since That they are unable to State what date and what proceedings were had in reference to said road for the reason that the record pertaining to the Same has been destroyed by fire-
That by reason of the premises they have a right both in Law and Equity to have said road, Opened as aforesaid - Kept and unobstructed for the use of the public
The plaintiffs further Say that the said defendant Henry Lamb is threatning to close up and obstruct said road described as aforesaid with gates fences post and in diverse and various other ways which will prevent the use and enjoyment of the Same by adjacent property holders and the public to the great and irreparable injury and damage and will do so unless, restrained by an Order of the Court - That the said Henry Lamb has no right whatever to close up or obstruct said described road in the way he is threatning or otherwise. Wherefor plaintiffs pray that a provisional Injunction may be granted restraining said Henry Lamb from closing up or obstructing said road described as aforesaid with Gates Lock post fences or in any other manner whatever preventing or hindering the free and uninterupted and unobstructed use and enjoyment of the Same to the public or procuring the to be done until the final hearing of this case. And on the final hearing a perpetual injunction may be granted restraining defendant Henry Lamb from closing up or obstructing said road as road as aforesaid and for Such other and further relief as Equity and the Nature of the case may require.

D. W. Ayers Attty for Plaintiff

State of Ohio Union County ss

William Wagner one of the above named Plaintiffs in the aforsaid action being first duly Sworn Says the facts stated and allegations made in the foregoing petition are as he believes true

William Wagner

Jurat — Sworn to and Subscribed to in my presence by the said William Wagner this 4th day of October A D.

W. M. Winget Clerk

Precipe — T. T. Kilbery Et als Plffs
vs
Henry Lamb Deft

Clerk. Issue Summons in the above case returnable according to law and Endorse

"Injunction allowed" D. W. Ayers Atty for plff

Injunction allowed — Injunction allowed as prayed for until further Orders in this behalf upon the execution of an undertaking by plaintiff to deft in the Sum of two hundred dollars with Surety to the approval of the Clerk of the Court of Com. Pleas Union County Ohio

October 7th 1880 John L. Porter Judge

And on the 7th day of October 1880 the following Undertaking was filed herein which reads to wit;

Bond — The State of Ohio Union County ss } Court of Common Pleas.
T. T. Kilbury Et als. Plaintiff
vs
Henry Lamb Defendant } We bind ourselves to the Defendant Henry Lamb in the Sum of Two Hundred dollars that the said plaintiff T. T. Kilbery J. B. Lamb

Summons — Sheff return — Entry — 3702 — Answer

and William Wagner shall pay to said defendant the damages he may sustain by reason of the injunction in this action if it finally decided that the said injunction ought to have been granted

William Wagner

J. B. Lamb

Oct 7th 1880

This undertaking approved by me this 7th day of Oct. 1880

W. M. Winget Clerk

Summons

The State of Ohio Union County ss To the Sheriff of the County of Union Greeting.

We command you to notify Henry Lamb that he has been sued by Y. Y. Kilbury Et. als in the Court of Common Pleas of Union County and that and that unless he answer by the 6th day of November A.D. 1880 the petition of the said Y. Y. Kilbury Et. als, against him filed in the Clerks office of said Such petition will be taken as true and Judgment rendered accordingly

You will make due return of this Summons on the 16th day of October A.D. 1880

Witness my hand and the Seal of said Court this 7th day of October A.D. 1880

W. M. Winget Clerk

Shiffs return

Endorsed "Injunction allowed" - Shiffs return is in the words & figures as follows to wit.

The State of Ohio Union County ss Received this writ October 7th A.D. 1880 at 4 o'clock P.M.

and pursuant to its command served the same on the 9th day of October 1880 by delivering a certified copy thereof with the endorsements thereon to the within named Henry Lamb

Total fees $1.90

J. J. Miller Sheriff

Y. Y. Kilbury J.B. Lamb and William Wagner vs Henry Lamb

Court of Common Pleas

On application of the said Y. Y. Kilbury, J.B. Lamb and William Wagner John L. Porter Judge of the Union Common Pleas Court for an injunction and upon producing

Entry

their petition duly verified and it appearing therein that the plaintiffs are entitled to the relief demanded it is Ordered that an undertaking be given in the sum of $200.00 with Sureties to the approval of the Clerk an injunction be allowed to issue herein as prayed for in said petition enjoining the said defendant from Obstructing the road therein described to wit On the north by the lands of Henry Lamb On the South by lands of C. H. Gordon and Peter Scott and on the East by the lands C. H. Gordon and George Woolpert on the West and intersecting with Marysville and California Gravel Road in anyway whatever or interfering with the free and unobstructed use thereof by the public the further Order of the Court

On the 6th day of November 1880 the following Answer was filed herein which reads as follows to wit

3702

Thomas Kilbery & others Trustees &c Plffs vs Henry Lamb Defd.

Court of Common Pleas Union County Ohio,

Answer.

Answer

The defendant for Answer to plaintiffs petition says he admits the plaintiffs are the Trustees of said Township as alleged and he admits that George Woolpert bought the parcel of land he in said petition avers he did but all the other allegations of said petition Defendant denies & says that said pretended road is not and never was a public road and highway & never was established or used as such but the same was a private way bought and paid for by defendant from Nathan Wilcox many years ago to enable Defendant to go through his wild land over one side thereof 18 or 20 rods to the defendants land of 33 acres on which he then lived and said private road ended at defendants said land and was solely for his own use That said road was never under the care or improvement of the Trustees of said Township or any Supervisor of roads and was never improved or worked by either nor was it use or needed for a road by the public and neither was it nor is it necessary for the use of said Wolpert

to get in to or out from his Stable neither has he used the same for that purpose and the defendant says that said Trustees deceived by said Wolfert have wrongfully brought this Suit and without any right in Law or Equity That said Wolfert prior to the filing of this petition brought an action against same Lamb for damage for putting said gate before Robert McElroy Justice of the peace of said Jerome Township about the months of March or April 1880 & after full trial at law Judgment was rendered by said Justice of the peace against Wolfert who afterwards induced said Trustees to bring this Suit while said gate was up & defendant says he was not living on said 33 acre farm but said Daniel Lamb was occupying the same as defendants tenant & Defendant says at the time this said petition was filed and the said injunction allowed and the writ of Summons was issued and delivered to the Sheriff the said gate was up & closed said private way but the plaintiff caused William Fulk Supervisor of said road to tear down the said gate after the writ was in the Sheriffs hands & the said Fulk delivered the Summons to the defendant after he tore the gate down

(the merits)

Wherefore this defendant denying plaintiffs right to have and maintain this suit asks that the injunction may be dissolved & said petition dismissed

Robinson & Piper Attys for Defts.

The State of Ohio Union County SS.

Henry Lamb Defendant being duly Sworn deposes and says he believes the allegations of the foregoing answer are true

his
Henry X Lamb
mark

(jurat)

Sworn to before me and Signed in my presence this 3d of Nov 1880

W. M. Winget Clerk By Jabez Randall Deputy

On the 24th day of April 1881 the following Entry was made in the Journal of said Court viz

3702

D. L. Kilberry Et als
vs
Henry Lamb

This day came the parties and submitted this cause to the Court on the pleadings and Evidence Whereupon the Court being fully advised in the premises do find for the defendant and therefore it is considered Ordered and decreed that the injunction heretofore allowed be dissolved and this petition dismissed, and it is further ordered and adjudged by the Court that Defendant recover of the plaintiff his costs herein expended taxed to $

(Entry)

(Dismissed at costs of Pltff & judgt)

W. M. Winget Clerk

3730

John H. Blake
vs
Henry Moody

Pleas before the Honorable John L. Porter Judge, at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the of Ohio on the 5th day of February A.D. 1881

Heretofore on the 4th day of December 1880 the following petition was filed with the Clerk of the Court to wit

John H. Blake Plaintiff
vs
Henry Moody Defendant

Court of Common Pleas Union County Ohio.

Petition.

The said Plaintiff John H. Blake complains of the said Henry Moody Defendant for that the said John H. Blake on or about the 29th day of November A.D. 1880 was seized in Fee Simple of the following lands and Tenements Situate in the County of Union aforesaid to wit. Part of Survey No. 7734 Beginning at an elm the original corner

(Petition)

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(Sheriffs Return)

of said Survey remaining thence N 30° E. 69 poles to the Corner of George Moody's lot thence with his line S 51° E 41½ poles to a Stone thence S 30° W 62 poles to a stone in the South line thence with said line N 60° W 41½ poles to the beginning Containing Seventeen acres more or less.

Petition

And the said plaintiff further says that for a long period before and up to the date aforesaid he was in feeble health and feeble in mind and at the time of the wrong herein after complained of a Physician who was at that time giving him Strong opiates which very much affected his mind all of which Sickness and feebleness of mind was well known to the defendant at the time of perpetrating of the wrong herein after referred to. to wit. The said defendant well knowing the weak and feeble condition of the plaintiff did on or about the said 29th day of November A. D. 1880 induce the said plaintiff to sell and convey by deed of General warranty the lands heretofore described for the Consideration price of about $850.00 the same being done whilst the plaintiff was labouring under said weakness and disability of mind and entirely against the desire of this plaintiff and said consideration being wholly inadequate said lands being worth much more than said sum.

Plaintiff further says that said defendant took advantage of the absence of his son who had been taking care of him and away from the presence of any one with whom he could advise as to the propriety of his said contract and used undue influence and undue haste in procuring said sale and conveyance as aforesaid with the intent then and thereby to cheat and defraud the said plaintiff

Plaintiff therefore asks that said deed of conveyance be set aside and held for nought and that the plaintiff be restored all things he has lost in the premises and for all proper relief

Cameron & Benton and J. M. Kennedy Attys for Plff

The State of Ohio Union County ss. John H. Blake being duly Sworn Says the facts setforth and allegations made in the foregoing petition are as he believes true

John H. Blake

Jurat

Sworn to by the said J. H. Blake and by him subscribed before me this 3d day of December 1880 J. G. Turner J. P. in and for Union Township Union County Ohio

Clerk. Issue Summons to Sheriff of Union County Indorse Equitable relief

Summons

The State of Ohio Union County ss To the Sheriff of the County of Union Greeting

We command you to notify Henry Moody that he has been Sued by John H. Blake in the Court of Common Pleas of Union County and that unless he Answers by the 1st day of January A.D. 1881 the petition of said John H. Blake against him filed in the Clerks office of said Such petition will be taken as true and Judgement rendered accordingly

You will make due return of this Summons on the 13th day of December A.D. 1880

Witness my hand and the Seal of said Court this 4th day of December A.D. 1880 W. M. Wright Clerk

Endorsed "for Equitable relief" Summons returned Endorsed by the Sheriff as follows to wit

Sheriffs Return

The State of Ohio Union County ss. } Received this Writ December 4th 1880 at 4 oclock P.M. and pursuant to its command served the same on the 8th day of December 1880 by delivering a certified copy thereof with the endorsements thereon to the within named Henry Moody

Total fee $1.30

J. F. Miller Sheriff

On the 18th day of December 1880 the following answer was filed herein which reads to wit

John H. Blake Plaintiff }
against } Court of Common Pleas Union County Ohio.
Henry Moodie Defendant } Answer

And now comes the defendant Henry Moodie and for his to plaintiffs petition Says

That he admits he purchased of plaintiff the premises

described at the time therein named and that he paid plaintiff therefor at ~~the~~ said time the Sum of Eight Hundred and fifty Dollars and the Defendant denies each and every other allegation in said petition contained.

The defendant prays that the plaintiffs petition may be dismissed and defendant adjudged to go hence without day and to recover of Plaintiff his costs herein and for all proper relief.

Robinson & Piper and Carpenter & Brodrick Attys for Defts

The State of Ohio Union County ss

Henry Moodie the above named defendant being Sworn Says the facts Stated and allegations contained in his foregoing Answer are true as he verily believes Henry Moodie

Sworn to by Henry Moodie before me and Signed by him in My presence this 18th day of Dec. A.D. 1880

W. M. Winget Clerk

Afterwards on the 5th day of February 1881 the following Entry was made in the Journal of said Court

3730 John H. Blake vs Henry Moody } This day came the parties and Submitted this Cause to the Court on the pleadings and evidence Whereupon the Court find for the defendant on the issues joined between them ~~&c~~ It is therefore Considered Ordered and decreed that plaintiffs petition be and the same is dismissed at plaintiffs costs and it is further Ordered and decreed by the Court that the plaintiff in thirty days pay the costs of this Cause Taxed to $ and in default of Such payment that Execution issue therefor as upon Judgements at law.

Petition &c

Note & mortgage

Thereupon the Plaintiff gives notice of his intention to appeal to the District Court and the fix the Appeal Bond at $200.00

Allen W. M. Winget Clerk

Robert Graham against Belinda Mitchell & George Mitchell } Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 22d day of February A.D. 1879. Heretofore on the 8th day of January 1879 the following Petition was filed herein to wit

Robert Graham Plaintiff against Belinda Mitchell and George Mitchell Defendants } Court of Common Pleas Union County Ohio

Petition.

The plaintiff Says That on the 2d day of January A.D. 1877 the defendants Belinda Mitchell and George Mitchell her husband Made and delivered to Samuel B. Woodburn as administrator of the Estate of William Thompson Deceased their promissory note of that date and thereby promised to pay to Said Samuel B. Woodburn as Such Administrator or his Order the Sum of Four hundred and ninety five Dollars in two years from the date there of with interest at 6 % from date for Value received (a Copy of said note with the credits thereon is hereto attached Marked "A")

2d The defendants Belinda Mitchell and George Mitchell on Said 2d day of January A.D. 1877 to Secure the payment of Said note executed and delivered to Said Samuel B. Woodburn as Such Administrator their Mortgage deed and

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thereby conveyed to said Samuel B. Woodburn as such Administrator his successors or assigns the following Lands and tenements Situated in the Township of Jerome in the County of Union & State of Ohio and in Virginia Military Survey No 1440 and bounded and described as follows to wit Beginning at a Stake and Stone in James Buck's line thence N 55° W 60 7/10 poles to a Stone in said line thence S 53° W 272 poles to a Sugar tree Hickory and Oak thence S 36 84 poles to an Elm Ash and Maple. Thence N 63° E 68 1/2 poles to a Stake and Stone with two Sugar trees thence N 35 1/2° W 42 1/2 to a Small white Ash thence N 60 1/2° E 216 4/10 poles to the beginning containing One Hundred and Eleven and two third acres more or less.

Said Mortgage Deed was given to Secure the balance of the purchase money for the above described premises and the condition contained therein was in Substance that if the Belinda Mitchell and George Mitchell or any one for them Should well & truly pay the aforesaid promissory note with the interest thereon when due according to the tenor thereof then this deed Shall be void otherwise to be and remain in full force and virtue in Law.

3d On the 6th day of January A.D. 1877 at 9 1/2 O' clock A.M. Said Mortgage was delivered to the Recorder of Said County to be by him entred on record and was recorded on the 16th day of January A.D. 1877 in Record of Mortgages Book 13 page 37.

4th Afterwards and before maturity for a full fair and valuable consideration the Said Samuel B. Woodburn as administrator aforesaid Sold transfered and delivered Said Note and Mortgage to the plaintiff who is now the legal owner and holder thereof

5th The said deed has become absolute. There is now due and remaining unpaid upon Said indebtedness from the defendants to the plaintiff the Sum of One Hundred and ninety two 08/100 Dollars with interest thereon from the 12th day of January A.D. 1877

6th The plaintiff therefore asks Judgement against the defendants for the Sum of One Hundred and ninety two 08/100 Dollars with the interest thereon at 6 % from the 12th day of January A.D. 1877 and that Said Mortgage may be foreclosed the Said premises ordered to be Sold and the proceeds applied to the payment of Said and for all proper relief

A. J. Carpenter Atty for Plaintiff

The State of Ohio Union County ss Robert Graham the above named plaintiff being Sworn Says that the facts Stated and allegations contained in his foregoing petition are true as he verily believes

Robert Graham

Sworn to by Robert Graham before me and Signed by him in my presence this 8th day of January A.D. 1879

W. M. Winget Clerk

pratt

To Clerk Issue Summons upon the petition in the above entitled case returnable according to Law In "Action on Note and Mortgage Amt claimed $192.08 with 6% int. from January 12th A.D. 1877 and foreclosure of Mortgage

A. J. Carpenter Atty for Plaintiff

Precipe

The State of Ohio } To the Sheriff of the County of Union Greeting
Union County ss } We command you to notify Belinda Mitchell and George Mitchell that they have been Sued by Robert Graham in the Court of Common Pleas of Union County and that unless they answer by the 8th day of February A.D. 1879 the petition of the Said Robert Graham against them filed in the Clerks office of Said Court Such petition will be taken as true and Judgement rendered accordingly.

Summons

You will make due return of this Summons on the 20th day of January A.D. 1879

Witness my hand and the Seal of Said Court this 8th day of January A.D. 1879

W. M. Winget Clerk

Endorsed "In action on Note & Mortgage Amt claimed $192.08 with 6% int from Jany 12th A.D. 1877 & foreclosure of mortgage
The State of Ohio Union County ss Received this writ January 10th A.D. 1879 and pursuant to its command I served the same January 13th 1879 by delivering a certified copy thereof with the endorsement thereon to the within named Belinda Mitchell also by leaving a certified copy

thereof with the Enansements thereon at the residence of the within named George Mitchell. Total fee $2.10 J.J. Miller Sheriff By Dyer Reed Deputy

And on the 22d day of Feby. 1879 the following Entry was made in the Journal of said Court to wit

Robert Graham
vs
Belinda Mitchell &
George Mitchell

3197

Entry

And now comes the said Robert Graham by A.J. Carpenter his Attorney and the said defendants still failing to answer or demur to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises and the Court after hearing the evidence do find that there is due to said plaintiff on the Note and Mortgage in said petition described (after deducting thirty dollars which the finds was paid on said of the 6th day of February 1879) the sum of $186co with interest from the 6th day of February at 6 pc. And it is further ordered and adjudged by the Court that in case the said defendants fail for three days from the close of the present term of this Court to pay to the said plaintiff the said sum of $186co with the interest from Feby. 6th 1879 as aforesaid found due with costs of suit an Order issue to the Sheriff of said County commanding him to cause the said lands and tenements in said petition described to be appraised advertised and sold according to law and apply the proceeds of said Sale in Satisfaction of the said Sum so found due with costs of suit and to bring the balance of the proceeds of said into Court Subject to the further order of the Court in the premises

W. M. Winget Clerk

Union Building & L. A
vs
J. M. Kennedy Et als

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within & for the County of Union in the State of Ohio on the 30th day of April 1878. Heretofore on the 31st of March 1877 the following petition was filed herein

Union Building & Loan Association of Marysville Ohio Plaintiff.
vs
Joseph M. Kennedy Alma Kennedy and Alfred V. Morse Defendants

2398

Court of Common Pleas, Union County Ohio
Petition

The plaintiff says that it is a Corporation duly incorporated under the laws of the State of Ohio,

Petition on Note & Mortgage

That on the 1st day of March A.D. 1873 the defendant Joseph M. Kennedy and Alma Kennedy Executed and delivered to plaintiff their Mortgage deed and thereby conveyed to the plaintiff and assigns the followings lands & tenements Situate in said County of Union and bound and described as follows. Being part of Survey No. 3354 and being 2 3/4 acres of land off the South Side of 4 3/4 lot which John Cassil Sold James W. Robinson the whole of which lot is described as follows in a deed made James W. Robinson and wife to William E. Lee dated may 25th 1856 to which reference is hereby made for a more particular description.

The part here conveyed is bounded as follows on the East by the London road on on the South by Edward Weller's land on the West by a lot of land formerly owned by John H. Ryan now owned by John C. Price on the North by a piece of two acres a part of said 4 3/4 acres now owned by John C. Price. The 2 3/4 acres hereby conveyed

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being the same conveyed by W. J. Cartmell & wife to John Weller by deed dated October 2d 1866
The condition contained in said Mortgage deed was in substance that whereas the said
Joseph M. Kennedy had Executed and delivered to the said Union building and Loan
Association of Marysville Ohio his promissory note of said date therewith for the sum of
Petition Contd dollars upon the following conditions in substance said Joseph M. Kennedy being a
member of the association and having at a regular meeting of the association bid a
premium of Eighty dollars per Share of Stock for precedence on taking an advanced loan
and having thereby obtained said precedence and having received from said association
an advanced loan of four hundred ~~&~~ eighty dollars the full value of four Shares of Stock in
said association. On each of which four Shares of Stock he agreed to pay a weekly installment
of twenty five cents and on said hundred and Eighty dollars the amount of said advanced
loan Exclusive of premiums for precedence he agreed to pay interest at the rate of Six per cent
per annum in equal payments of $\frac{55}{100}$ dollars Each on Saturday of each week until said
association shall be dissolved as provided in the Constitution thereof. the taxes on the premises
the fire insurance premium ground rents and all fines and forfeitures according to
the Constitution and By Laws of said association. But if the said Joseph M Kennedy
Should punctually pay to the said association or assigns the said weekly installments
on said four Shares of Stock and the interest as above stated the taxes on the property
the fire insurance premium the ground rents and all fines and forfeitures according
to the Constitution and By Laws of said association then these presents to be void
But if said Joseph M. Kennedy Should fail to pay said weekly installments or the
installments of interest as above stated taxes Fire insurance premiums ground rents
or fines and forfeitures when the same respectively become due or within Sixty days
after due then the amount of said loan Should become due and said Mortgage
be foreclosed. On the 8th day of April A.D. 1873 at 5 1/2 oclock P. M. said Mortgage
was delivered to the Recorder of said County to be by him entered on record as was
by him duly recorded April 14th 1873 in Book 10 page 33 of Record of Mortgages of
Union County. That by some mistake no note was taken. Plaintiff therefore seeks to
recover upon said Mortgage a copy of which is hereto attached is hereto attached marked
"A" and made part of this petition. That said deed has become absolute. There is due
and remaining unpaid upon said Mortgage ninety Six payments of dues on said
four Shares of Stock of 25 cents per Share making each payment one dollar up to but not
including March 31st 1877 $96 Cts There is due and remaining unpaid on said
interest Eighty two weekly payments each of said amount of fifty five cents each making
the Sum of $45 10. There is due and remaining upon the fines aforesaid ninety Six
payments of five cents for each default in payment of weekly installments of Stated dues
on each Share and twenty cents on said four Shares for each week making the Sum of
nineteen Dollars and twenty cents due as fines on said four Shares of Stock and
the total Sum due and unpaid on the 31st day of March 1877 One hundred fifty
dollars and thirty cents. Plaintiff informed that the premises herein described have been
conveyed to the defendant Alfred V. Morse by the defendants J. M. Kennedy and Alma Kennedy
Said Union Building and Loan association has been declared duly ended by the board
of Directors thereof

The Plaintiff therefor asks that the said Alfred V. Morse be made a party
Defendant to this cause that said Mortgage may be foreclosed the premises ordered to
be Sold and proceeds applied to the payment of said debt and Execution awarded for balance

Robinson & Piper Attorneys for Plaintiff

State of Ohio Union County SS.

L. Piper being duly Sworn Says he is the Secretary of the Said Union Building

and Loan Apociation duly authorised in the premises and that the facts Stated and allegations in the foregoing petition of the said Union Building and Loan Apociation are as he verily believes true L. Piper.

Jurat) Sworn to before me by L Piper and by him Subscribed in my presence this 31st day of March A.D. 1877 W. M. Winget Clerk

To Clerk — Issue Summons the petition in the above case returnable according to law. Endorse Amount claimed $150 20/100 Foreclosure of Mortgage

Robinsons & Piper Attys for Plaintiff

Summons The State of Ohio } To the Sheriff of the County of Union Greeting
Union County SS } We command you to notify J. M. Kennedy, Alma Kennedy and Alfred V. Morse that they have been Sued by The Union Building and Loan Association in the Court of Commn Pleas of Union County and that unless they Answer by the 28th day of April A.D. 1877 the petition of the Union Building and Loan Apociation against them filed in the Clerks office of Said Court Such petition will be taken as true and Judgement rendered accordingly

You will make due return of this Summons on the 9th day of April A.D. 1877

Witness my hand and the Seal of Said Court this 31st day of April A.D. 1877 W. M. Winget Clerk

Endorsment "Amount claimed $150 20/100 and foreclosure of Mortgage" Robinson & Piper Pltffs atty
The State of Ohio Union County SS. Received this writ April 2d A.D. 1877
And pursuant to its Command Served it April 4th 1877 by delivering to the

Sheriffs within named J. M. Kennedy and Alma Kennedy each a Certified copy of this with the endorsements thereon and April 6th by leaving at the residence

Return of the within named Alfred Morse a certified Copy of this writ with the Endorsements thereon Total $2.60 J. J. Miller Sheriff

On the 19th day of June 1877 the following Answer was filed with the Clerk of the Court

Union Building and Loan Apociation
of Marysville Ohio Pltff
vs.
2398 Joseph M. Kennedy Alma Kennedy
and Alfred V. Morse Defts

Union County Court of Common Pleas
Answer of J. M. Kennedy.

Now comes the Defendant J. M. Kennedy and for Answer to the the petition of plaintiff he admits the making of the Mortgage Set up in petition of Plaintiff but says he is entitled to the following Credits and to the relief herein after asked

Answer First. Payment at the time of making Mortgage of dues ($112 00) One Hundred and twelve Dollars. Interest of date ($7.68) Seven 68/100 Dollars.

Since the making of said Mortgage by dues 183 weeks of one Dollar each $183 00
By interest on Same 179 week 98.15

Defendant further Says he is entitled to the One dollar per week paid as dues at the date of said payment and alike deduction in the interest on said debt which would entitle him to a credit for over paid or usurious interest of $28 84 in Addition to above credits.

Defendant further Says he is entitled to a credit for said one hundred & Eighty three Dollars dues paid by him at and befor the time of the commencement of the computations of interest as set out in plaintiffs petition making 9 deductions in the interest claimed of Defendant of about twenty Dollars

Defendant therefore claims that he has and is entitled to following Credits on said four Shares of Stock and for to pay the same as will

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2398

as the Mortgage hereto fore mentioned to wit. First payment on stock $112.00
To interest of that date 7.65
To weekly dues 183 weeks 183.00
Interest on Same 98.45
Or by over paid interest 28.00
Or by deduction in present claim 20.00
Total $449.13

Defendant therefore asks that he be allowed his said credits toward paying off his said indebtedness to said association and he further asks that said matter may be adjusted and the amount of Defendants indebtedness be fixed by the Court in accordance with the facts and said Mortgage be cancelled and said debt satisfied upon the payment of said balance so found due said Association J. L. Cameron Atty for Defts.

The State of Ohio Union County ss

J. M. Kennedy one of the defendants being duly Sworn deposeth and says the facts setforth and allegations made on the foregoing Answer are as he believes true J. M. Kennedy

Sworn to by the said J. M. Kennedy and by him Subscribed in my presence this 19th day of June A.D. 1877 W. M. Winget Clerk

On the 11th day of October 1877 the following Entry was made in the Journal of said Court to wit

Union Building & Loan Association Plaintiff
vs
J. M. Kennedy Et als Defts
2398

This day this cause came on to be heard upon the Motion of the plaintiff to the Court to require the Defendants to make their Answer more definite and certain, was argued by Counsel and Submitted to the Court. On Consideration whereof the Court being fully advised in the premises do Sustain the Motion.

Whereupon the defendants asked and Obtained leave to file an amended Answer by Friday October 12th 1877.

Afterwards the following amended Answer was filed with the Clerk of said Court to wit,

Union Building & Loan Association Plff
vs
J. M. Kennedy Et als Defendants
2398

Court of Common Pleas Union County Ohio.
Amended Answer.

Now comes the said J. M. Kennedy one of the Defendants and files this his Amended Answer to the petition to wit,

Says he admits the making of said Mortgage as set up in said petition and claims the following credits thereon.

1st First at the time of making said Loan Nov. 25th 1871 On dues One hundred and twelve Dollars
2d By interest of that date as appears upon the books of the Association Seven 65/100 Dollars
3d Since the making of said Loan & Mortgage by weekly dues 183 weeks one Dollar each $183.00
4th By interest on loan during 179 weeks 55 cts per week $98.15
5th Defendant further says he is entitled to a credit upon said Loan of One dollar per week at the time of making said payment as so much paid upon said Debt and by reason of said payment a like deduction in the interest on said loan amounting in all to $28.84/100 in addition to the above credits
6th Defendant says he is entitled to a credit on said loan of the $183.00 paid as dues at and before the commencement of the computations of interest as set out in said petition and by reason of said payment a like deduction in the interest claimed of Defts. of about $20.00

Defendant therefore claims he has paid and is entitled to the following deductions

Over

At the time of making said Mortgage for four Shares of Stock 112.00
By interest as Shown by the Books Of Association 7.68
By weekly dues 183 weeks 183.00
Interest on Loan 179 weeks 55 Cts per week 98.15
Deductions in interest of said Loan by reason of weekly payments (four Dollar 28.84
By Credit on loan at & before the computations of Interest in said
Petition of Plff making in all $183 reducing the Amount of Intrest on said Deft. about 20.00
Total paid and deductions on said loan by reason of said payments 449.67

Defendant therefore prays that he may have the deductions and Credits as claimed and that the Court may find and adjust all matters of dift in the action as between Plaintiff and Defendant as Equity and good Conscience may dictate

J. L. Cameron

The State of Ohio Union County ss

J. M. Kennedy being first duly Sworn deposth and Says the facts Setforth and allegations made in the foregoing Answer are as he verily believes true

J. M. Kennedy

Sworn to by the said J. M. Kennedy and by him Subscribed in my presence this 14th day of Feby 1878 W. M. Winget Clerk

On the 30th day of April 1878 the following Reply was filed herein which reads to wit

Union Building and Loan Association Plaintiff vs J. M. Kennedy et al Defendants

Court of Common Pleas Union County Ohio

2398

Reply.

And now comes the plaintiff the said Union Building and Loan Association and for Reply to the Answer of the defendant Says that while it admits that payments have been made upon the Mortgage Set forth in the petition of plaintiff - plaintiff Says it has given Credit for all payments made upon said Mortgage up to the time of filing said petition and no payments have been made Since the filing of said petition

Reply

Plaintiff denies that the payments Set forth in the defendants Answer apply in Satisfaction of the Amount Claimed as due and unpaid in said petition of plaintiff under said Mortgage.

Plaintiff therefore denies each and every allegation in the Answer of said defendant J. M. Kennedy Set forth and prays Decree and relief as in its petition in this Case heretofore prayed

Robinsons & Piper Attorneys for Plaintiff.

State of Ohio Union County ss

L. Piper being duly Sworn Says he is Secretary of the said Union Building and Loan association duly authorized in the premises and that the facts Stated and allegations in the foregoing Reply are true as he verily believes

L. Piper

Sworn to before me by L. Piper and by him Subscribed in my presence this 30th day of April 1878

W. M. Winget Clerk

Thereupon the following Entry was made in the Journal of said Court to wit

2398

Union Building and Loan Association Plaintiff vs J. M. Kennedy and others Defendants

This cause came on for hearing on the petition the Answer of the defendant J. M. Kennedy and Reply of the plaintiff and the

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evidence, was argued by Counsel and Submitted to the Court, On Consideration whereof the Court find that the defendant has failed to pay to the plaintiff the weekly installments of dues and interest as in the petition Set forth and there is due to the plaintiff as dues to the date of this decree the Sum of $152 00 and as interest the Sum of $75 90/100.

Entry

The Court further find that there is due to said plaintiff from said Defendant as and by way of fines for the nonpayment of said dues as in the petition alleged the Sum of Sum of $30 40 making in all for dues interest and fines the Sum of two hundred fifty Eight and 30/100 Dollars.

Decree

The Court further find that in Order to Secure the regular payment of said dues and and other Installments to become due the said J. M. Kennedy and Alma Kennedy his wife executed and delivered to this plaintiff their certain Mortgage in the petition described and on the premises therein described that said Mortgage was on the 14th day of april 1873 duly recorded in Book 10 page 33 and that the Same is a lien on the premises described in the petition It is therfore considered by the Court that the said defendants shall within ten days from the Entry hereof pay or cause to be paid to the plaintiff the said Sum of $258 30/100 So found due and to Clerk of this Court the costs taxed herein to $ The defendants Equity of redemption be foreclosed and said premises be Sold and an Order of Sale Shall issue therefor to the Sheriff of said County of Union directing him to Sell said premises as upon Execution and bring the proceeds into Court for farther Order

Order of

Sale

W. M. Wright Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore to wit on the 14th day of February 1881 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

D. M. Osborne & Co.
vs.
James D Leiper 2nd
Ashael A. Woodworth

In Court of Common Pleas Union County, Ohio.

The plaintiff says that it is a corporation duly incorporated under the laws of the State of New York and the State of Ohio and that its corporate name is D. M. Osborne & Co. That said plaintiff is doing a large business in Ohio in Manufacturing and selling agriculture implements and that a large portion of the plaintiffs business is transacted through agents constituted for that purpose all of which both said defendants at the time hereinafter to be named well knew. That about the 23d day of January A.D. 1879 the said plaintiff and defendants entered into a written contract, a copy of which is hereunto attached, whereby said plaintiff among other things agreed to conditionally sell and furnish to said James D Leiper certain reaping and mowing machines and findings, at a certain retail price in said writing stated less a discount named to-wit: (1) No 5 Wheeler Light Mower at $80 each. (2) No 6. Wheeler combined Rolling head rake at $155 00 each. (1) No 8. Light Reaper at $115 00 each less discount of 25% and also such other machines as said Leiper should from time to time order= It was further agreed between said parties that as soon as said Leiper should receive said machines he should proceed to make all reasonable

effort to sell the same and to transmit the money received therefor to the plaintiff to be credited upon his indebtedness therefor. It was further agreed among other things that in case any of said machines should remain unsold on the first day of August next after making said contract that the plaintiff should have the option of taking said machines back or to require payment therefor at the said price agreed upon less the discount with interest from the first day of August in the following year. That in case the plaintiff should elect not to receive any of said machines, then the said Leiper was to settle and pay for them or give his promisory notes therefor payable one half on the first day of October 1880 and one half on the first day of January 1881 with interest from August 1st 1880. That to induce the plaintiff to make said contract with said Leiper and in consideration of the same the said defendant Abel A. Woodworth did promise and Guarantee in writing among other things as follows. In consideration of constituting the within named agency and credits to be extended by D. M. Osborne & Co. I hereby guarantee to them the fulfillment of the within contract and faithful performance of the above instructions and the prompt payment without demand of all obligations arising under this contract at maturity or any time thereafter.

Which writing is attached to said contract and said A. A. Woodworth a copy of which is attached to this petition. The plaintiff says that pursuant to the terms of its said contract it did at once furnish to said Leiper at his request. 3 No 5 Wheeler Mowers at $240 00 2 No 6 Wheeler combined $310 00 1 No 8 Light Reaper $115 00 That said Leiper sold one No 5 Mower and one No 6 Reaper and that as he represented to plaintiff the ballance remained unsold at the time specified in said contract and ever since and the plaintiff avers the same to be a fact. Wherefore the plaintiff elected not to receive back said machines and demanded of the said Leiper that he settle and pay for them as his contract required. The plaintiff has often notified defendants of its election not to take back said machines and asked them to settle and pay therefor which they and each of them have neglected and refused to do and have neglected and refused to in any manner settle with the said plaintiff and that there is now due the said plaintiff from the said James D Leiper as principal and said A A. Woodworth as surety and guarantee for said machines the sum of Three Hundred and fifty dollars after deducting said discount with interest from August 1 1880. Wherefore the plaintiff asks judgment against said defendants for said sum of $350 00 with interest from August 1 1880 and for all proper relief.

Cameron & Benton Attys for Plaintiff.

State of Ohio Union County ss.

J. L. Cameron being first duly sworn deposes and says that I am the agent and attorney of the said plaintiff duly authorized in the premises. That the plaintiff is a corporation and that the facts stated and the allegations made in the foregoing petition are true as I verily believe

J. L. Cameron

Praecipe.

Summons

Sheriffs Return.

Entry.

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Sworn to before me by said J. Cameron and by him signed in my presence this 14th day of February 1881

W. M. Winget Clerk.

Praecipe. D. M. Osborne & Co. vs. James D. Leeper & Ashel A Woodworth. } Clerk issue Summons in this case to the Sheriff of Union County Returnable according to law endorse Amount claimed $350.00 with interest from August 1st 1880

Cameron & Benton attys for Plffs.

Afterward on the 14th day of February 1881 the following summons was issued by the Clerk of said Court which reads as follows:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify James D. Leeper and Ashael A. Woodworth that they have been sued by D. M. Osborne & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 19th day March A.D. 1881 the petition of the said D. M. Osborne & Co. against them filed in the Clerk's Office of said Court such petition will be taken as true, and judgment rendered accordingly: You will make due return of this summons on the 28th day of Feb. A.D. 1881. Witness my hand and the seal of said Court this 14th day of February A.D. 1881.

(Seal)

W. M. Winget Clerk.

Afterward on the 18th day of February 1881 the summons was returned endorsed as follows:

Sheriffs Return. The State of Ohio. Union County ss. Received this writ February 14th 1881 at 9 o'clock A.M. and pursuant to its command I served the same by leaving a certified copy thereof with the endorsements thereon with each of the within named defendants on the 17th day of February 1881. Service 4.5 Mileage $1.60 Copy 40 Total $7.45

John Lobensack Sheriff.

Afterward on the 25th day of April 1881 the following entry was made on the Journal of said Court which reads as follows: viz:

Entry. D. M. Osborne & Co. vs. James D Leeper et al } This Day came the plaintiff by its Attorney and the said defendant still failing to demur & answer to its petition in this case but being in default. This cause was submitted to the Court upon the petition and evidence. On consideration whereof the Court find that there is due to the said plaintiff upon the facts stated in the petition from the said defendant James D. Leeper as principal and Ashael A. Woodworth as surety the sum of Three Hundred and two dollars and thirty four cents ($302.34). It is therefore considered and adjudged by the Court that the said plaintiff recover of the said defendant James D Leeper as principal and the said Ashael A Woodworth as surety the said sum of Three Hundred & two and 34/100 dollars together with its cost herein expended taxed at $ —

Attest W. M. Winget Clerk.

Pleas before his Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore to wit: on the 2d day of April 1881 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Laura Jones
vs.
Marlin C. Jones.

Court of Common Pleas Union County Ohio.

The Plaintiff Laura Jones says she has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of the County of said Union. On or about the first day of March A.D. 1871 at Plymouth in the County of Washington and State of Ohio she was married to the defendant Marlin C. Jones and she has ever since conducted herself as a faithful and obedient wife. The defendant disregarding his duties as a husband has been willfully absent from the plaintiff for more than three years last past without any cause or justification therefor so far as the plaintiff is concerned. The plaintiff further says that the present place of residence of the said defendant is unknown to the plaintiff. The plaintiff says the following named are children born to plaintiff and Defendant. Cora aged nine years March 27th 1881 William aged seven years Oct. 25th 1880 and Lydie aged five years November 21st 1880. The plaintiff therefore prays that she may be divorced from the said defendant; that she may have the guardianship of her said Children and have such other and further relief as in equity she is entitled to.

P.B. Cole & Son Atty's for Plaintiff

The State of Ohio Union County ss. Laura Jones being sworn says that the facts stated and the allegations in her foregoing petition are true as she believes.

Laura Jones.

Sworn to before me and subscribed in my presence this March 30th 1881

C.E. Cole J.P.

State of Ohio Union County ss. Laura Jones being duly sworn says that the defendant Marlin C. Jones is not a resident of the State of Ohio as she believes that about the first of May 1875 he abandoned her and has been absent ever since and she has no information as to his whereabouts and does not know his place of residence, she is therefore unable to state where a copy of summons and petition could be served on him or where notice to take depositions could be served she says he has no agent or attorney of record in this State

Laura E. Jones

Sworn to before me and signed in my presence April 1st 1881

C.E. Cole J.P.

Divorce Notice

Marlin C. Jones a non resident of the State of Ohio is notified that Laura Jones did on the 1st day of April 1881 file her petition in the Office of the Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio charging the said Marlin C. Jones with willful absence for more than three years and

asking that she may be divorced from the said Marlin C. Jones and for guardianship of their children, which petition will stand for hearing at the next term of said court. Said Marlin C. Jones is also notified that depositions in this action will be taken by the plaintiff at the residence of David Holdebrand in the town of Plymouth, county of Washington and State of Ohio on the 11th day of May A.D. 1881 between the hours of 6 o'clock A.M. and 9 P.M. and the examinations adjourned if need be from day to day thereafter.

By P.B. Cole & Son Atty's April 6th 1881. Laura Jones.

The State of Ohio Union County ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with April 6th 1881. H. O. Shearer.

Sworn to and subscribed before me this 18th day of May 1881
W.W. Winget Clerk.

Afterward on the day of the following entry was filed with the Clerk of said Court which reads as follows, viz:

Entry

Laura C. Jones.
vs
Marlin C. Jones
} Common Pleas Union County Ohio

Now came the plaintiff and the defendant having been legally summond by publication and having failed to appear, the Court find him in default for answer and demurrer to the petition of the plaintiff herein and that the allegations therein are confessed by him to be true. And the Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio. for one year next preceding the same and was at the time a bona fide resident of this County of Union. And that the parties hereto were married as in said petition set forth.

The Court further find from the evidence adduced that the defendant has been guilty of willful absence from the plaintiff for more than three years last past and that the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Laura Jones and Marlin C. Jones and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education, and control of said children of the parties hereto be, until further order confided to the said Laura Jones exclusively. And the said Marlin C. Jones is hereby enjoined from interfering in any manner with either of said children or with the plaintiff in her custody of them and from visiting said children until further order of Court. It is further considered by the Court that the Defendant pay the costs of this proceeding and execution is awarded.

Attest W.W. Winget Clerk.

Pleas before his Honor John L. Porter Judge at a court of Common Pleas. begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore to-wit: on the 12th day of February 1881 the following petition was filed with the Clerk of said Court which reads as follows

Petition

Hattie M. Long. vs. Charles A. Long } Common Pleas Court Union County Ohio.

The plaintiff says: 1. She has been a resident of the State of Ohio for the year last past and is at present a bonafide resident of the said County of Union. 2. On or about the 9th day of August 1877 at Elyria in the county of Lorain and State of Ohio. she was married to the defendant, and she has ever since conducted herself towards the said Charles A. Long as a faithful and obedient wife. 3. The plaintiff lived with the defendant as a faithfull and obedient wife, until on or about the 28th day of August A.D. 1879. when the defendant, regardless of his marital duties willfully abandoned her without good cause therefor and without making and provision for her support, and has since wholly refused to provide for the support of the plaintiff 4. She had while living with the said defendant, one child to-wit. Gracie May, now aged two years. 5. The defendant regardless of his marital duties on or about the first day of Nov. 1880 at the house of Mrs. Mendenhall (given name unknown to plaintiff) in the town Delaware and County of Delaware and State of Ohio. did commit adultery with one Jesse Gilner and did live and cohabit with said Jesse at said house in a state of adultery. for one week or more from said date, and did live and cohabit with the said Jesse in a state of Adultery at the house of John Moxley at Irwin Station in the County of Union & State of Ohio from about the 7th day of Nov. A.D. 1880 (the time he ceased to so live at Mrs. Mendenhalls) until the latter part of January A.D. 1881 and the said Charles A. Long defendant did live and cohabit with the said Jesse in a state of Adultery at the house of Tobias Moxley in the County of Union & State of Ohio. from about the last of January A.D. 1881. When he left the said house of John Moxley till he was arrested for the same on or about the 7th day of February A.D. 1881

The plaintiff prays that she may be divorced from the said Charles A. Long and that the custody of a child may be decreed to her And that she may have such other & further relief as equity may require.

Hattie May Long.
P.B. Cole & Son Att'ys for pl'ff.

Praecipe

Issue summons & copy of petition in above case to Sheriff of Union Co Ohio returnable according to law.

P.B. Cole & son Att'ys.

Afterwards on the 12th day of February 1881 the following summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio Union County ss. To the Sheriff of Union County: You are commanded to notify Charles A. Long that Hattie M. Long has filed

Seal

Sheriff's Return.

Entry.

in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with adultery, and asking that she be divorced from him, and that she have custody of child and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ. You will make due return of this summons on the 21st day of February 1881. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 12th Day of February A.D. 1881.

(Seal)

W. M. Knight Clerk.

Sheriff's Return.

Received on the 13th day of February A.D. 1881 and on the 14th day of Feb. A.D. 1881 I served the same by delivering a true copy thereof with a copy of the petition on the within named Charles A. Long. Service .30 Copy .15 Mileage .08 Total .53

John Hohenack Sheriff.

Entry.

Afterward on the 16th day of May 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Hattie M. Long
vs
Charles A. Long
} In Union County Court of Common Pleas.

Now came the plaintiff herein and the defendant being in default for answer & demurrer this cause came on for hearing and was submitted to the Court upon the petition and evidence on consideration whereof the Court find, that the allegations of the petition are true. That the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union. And that the parties heretofore were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of Adultery and wilful abandonment & neglect of duty as alleged in the petition. And that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Hattie M. Long and Charles A. Long be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said child of the parties hereto be until further order confided to the said Hattie M. Long exclusively. And the said Charles A. Long is hereby enjoined from interfering in any manner with said child or with the said Hattie M. Long in her custody of it, and from visiting said child until further order of Court. It is further considered by the Court that the said Hattie M. Long recover from the said Charles A. Long her costs herein expended.

Attest W. M. Knight Clerk.

Pleas before his Honor John L Porter Judge at a Court of Common Pleas held and holden at the Court House in the town of Marysville within and for the County of Union and State of Ohio. on the 25th day of April 1881. Heretofore to wit. on the 28th day of March 1881 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition.

Christian M. Graham.

vs.

Mary. Kirkland. William A. Kirkland, George W. Kirkland. Louie E. Kirkland Jane Stover and William Stover Samantha Hinkle and John Nelson, Hinkle.

Court of Common Pleas Union & Ohio.

The Plaintiff says: That on or about the 12th day of November 1864 he purchased of Robert Black the following described premises, to-wit: Situated in the County of Union and State of Ohio and in the township of Millcreek Beginning at a buckeye and Dogwood tree thence north 80. East Eighty poles to a stake in the road thence, South 10 East Sixty (60) poles to a stake, thence, South 80. West Eighty (80) poles to a stake in the road, thence, North 10 West Sixty (60) poles. to the place of beginning containing thirty acres more or less. That on the 12th day of November 1864 Robert Black and Mary Black his wife conveyed said premises above described by a deed of genral warranty to the said Christian M. Graham for the valid consideration of Nine Hundred dollars paid by said Christian M. Graham to the said Robert Black. The plaintiff further says that the said Robert Black purchased the above premises described of John Kirkland now deceased and for a valid consideration paid by the said Robert Black to John Kirkland the said John Kirkland and Mary Kirkland his wife conveyed the aforesaid premises by a deed of general warranty to the said Robert Black some time during the year 1863. The plaintiff further says that his father Robert Graham acted as his agent at the time of his purchasing said land, and that the plaintiff was in the army at the time, And that the deed that John Kirkland made to Robert Black was never recorded and at the time the said Robert Black deded to Christian M. Graham the above premises, delivered the deed made by the said John Kirkland to Robert Graham the agent. And that the said deed made by John Kirkland was destroyed by fire and the same was never transfered or recorded And that said premises above mentioned now remain on the record in Union County Ohio in the name of John Kirkland now deceased when in fact said John Kirkland sold and received full consideration and deeded by deed of general warranty said premises to the said Robert Black. The plaintiff further says that Mary Kirkland is the widow of John George Kirkland deceased and made party defendant and that William A Kirkland, George W. Kirkland Louie E Kirkland, Jane Stover & her husband William Stover, Samantha Hinkle and John Nelson Hinkle her husband are made party defendants to the action and are the legal heirs and representatives at law of said John Kirkland deceased. And the plaintiff therefore prays that

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all of the ~~defend~~ ants herein before named be made defendants to the proceedings and that on a final hearing of this case that a decree be made requiring the said defendants to convey the said described premises to the said Christian M. Graham and in default of such conveyance that the decree of the court shall operate as a conveyance for the above lands described and such other and further relief as the equity of the case may demand.

R. L. Woodburn Atty for pltff.

State of Ohio Union County ss. Christian M. Graham being sworn says that he believes the facts and allegations in his foregoing petition to be true.

Christian M Graham.

Sworn to before me and signed in my presence this 28th day of March 1881.

A. H. Brightler Notary Public.

Christian M. Graham
vs.
Mary Kirkland et als
} Court of Common Pleas Union Condy Ohio

We the undersigned defendants in the foregoing case do hereby waive the issuing and service of summons in this case in order to save costs not waiving any rights in the case except to enter our appearance in the case. Mary Kirkland, Jennie Stover William Stover. W. A. Kirkland Lonie Kirkland, J. H. Hinkle Jr. Samantha Hinkle George Kirkland.

Afterward on the 14th day of May 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry

Christian M. Graham
vs.
John Kirkland et. als.
} This cause came on this day to be heard upon the pleadings and proof, and the Court having carefully considered the same and being fully advised in the premises find. That John Kirkland and Mary Kirkland his wife made delivered and executed a warranty deed to Robert Black for the premises described in the plaintiffs petition some time during the fall of 1873. The Court further find from the testimony that the said John Kirkland received full consideration for the premises above described. It further appears from the evidence that said deed above referred to is not on record and that the same is supposed to be destroyed by fire or lost. It is therefore ordered and adjudged by the Court that said deed referred to in said petition be and the same is hereby supplied to invest to Robert Black. a good and perfect title to said land described in plaintiffs petition.' It is hereby ordered and decreed that the possession and title of the lands described in plaintiffs petition is hereby granted against the heirs of John Kirkland deceased who were made party defendants to this proceeding. It is further ordered that the cost of this proceedings be paid by the plaintiff and execution is awarded

Attest W. M. Wright Clerk.

Pleas before his Honor John L Bates Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union & State of Ohio on the 25th day of April 1881. Heretofore to-wit: on the 31st day of March 1881 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Nancy J. Connell
vs
Holmes Hutchinson

Court of Common Pleas Union County Ohio.

The said plaintiff says that she is the owner of a note executed by the defendant to John Hubbard Jr. (a copy of which is hereto attached) which note for a valuable consideration was duly assigned to her by said Hubbard and there is due to her thereon from said defendant the sum of two hundred & one & 33/100 dollars. with interest from October 22d 1873. A true copy of said note with all the endorsements thereon attached is attached to this petition. Therefore the plaintiff asks Judgment against defendant for said sum of $201 33/100 with interest from Oct. 22d 1873 due plaintiff from defendant on said note as aforesaid.

Robinson & Piper Attys for Pltff

Copy of Note

December 26th 1871 On or before the first of April 1874 for value received I promise to pay to John Hubbard Jr or order the sum of Three Hundred dollars with interest from the first of April 1872.

Holmes Hutchinson

Endorsed

(1) "Feb. 16th 1872 I waive notice, non payment on the within note"

John Hubbard Jr.

(2) Without recourse on me I assign this note to John Hubbard this 30th day of Jan 1873.

John S. Jones.

(3) Oct. 22d 1873 paid on the within by judgment & Sale of Mortgage premises one hundred & twenty six 57/100 dollars $126 57/100"

The State of Ohio Union County ss. J. F. Robinson being first duly sworn deposes and says that he is one of the plaintiffs Attys in the above case duly authorized. That this action is for money only, on a promisory note in the possession of this affiant and he believes the allgations of the foregoing petition are true.

J. F. Robinson.

Sworn to before me and signed in my presence this 31st day of March 1881.

W. M. Finger Clerk

Praecipe

Issue summons for Holmes Hutchinson and enclose petition on note for $201 33/100 with interest from Oct 22d 1873.

Robinson & Piper Attys for Pltff

Afterwards on the 31st day of March 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio Union County ss. To the Sheriff of Union County Greeting: We command you to notify Holmes Hutchinson that he has been sued by Nancy J. Connell in the Court of Common Pleas of Union County and that unless he answer by the 30th day of April A.D. 1881 the petition of the said Nancy J. Connell against him filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 11th day of April A.D. 1881.

Return

Sheriffs Return.

Entry.

Petition

Witness my hand and the seal of said Court this 31st day of March A.D. 1881

Seal

W.M. Winget Clerk

Sheriffs Return.

The State of Ohio Union County ss. Received this writ March 31st A.D 1881 at 3 oclock P.M. And pursuant to its command I served the same by leaving a certified copy of this writ at the usual place of residence of the within named Holmes Hutchinson on the 1st day of April 1881. Service 30 Mileage 16 Copy. 20 Total $.66.

John Hobensack Sheriff.

Entry.

Afterward on the day of the following entry was made on the journal of said Court which reads as follows viz:

Nancy J. Connell.
vs.
Holmes Hutchinson.

And now comes the said Nancy J. Connell and the said Holmes Hutchinson having failed to answer or demur to the petition of the said Nancy J. Connell It is considered that the said Nancy J. Connell ought to recover the said sum of $201 33/100 so demanded in the petition together with the sum of $90.10 which the Court finds due as the interest thereon as prayed for in said petition. It is therefore considered that the said Nancy J Connell recover against the said Holmes Hutchinson the said sum of $291.33 together with her costs in and about her suit in this behalf expended taxed to $

Attest W.M. Winget Clerk.

Pleas before his Honor John L. Porter judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881 Heretofore to wit on the 2d day of April 1881 the following petition was filed with the Clerk of said Court which reads as follows. viz:

Petition

C. Aultman & Co.
vs.
J. J. Wells

In the Court of Common Pleas Union County Ohio.

The said plaintiff says. That it is a corporation duly incorporated under the laws of the State of Ohio. and doing business in the said State of Ohio. under the incorporate name of C. Aultman & Co. and said plaintiff complains of said J. J. Wells defendant for that the said defendant on the 4th day of August A.D 1879 at Marysville Ohio. for value received made his promisory note in writing of that date a true copy of which promisory note is in words and figures to wit: "$350. Marysville Ohio Aug. 4th 1879"
"On or before the first day of December 1880 for value received"
"in one Separater and Engine No 5.-10 Hdl. whether for Bucky Mowers"
"Reaper. Harvester. Self Binder Sweepstakes seperator Horsepower or Canton"
"Monitor Engine) I the undersigned of Darby Township. County of "
"Union State of Ohio promise to pay to the order of C. Altman & Co Canton"
"Ohio Three Hundred and fifty dollars payable at the Office of the Bank of"
"Marysville with interest at 6% per annum from date until "
"maturity and interest at 8% per annum from maturity until"
"paid P.O. Plain City Madison Co. State of Ohio No 1422 signed"

"J. T. Wells"

And thereupon there delivered the same to the said plaintiff or order by December 1st 1880 from date thereof the sum of Three Hundred & fifty dollars with interest thereon at the rate of 6 per cent. per annum until due and 8% after due until paid. which period has since elapsed yet the defendant has not paid said sum of money nor any part thereof to the said plaintiff though often requested so to do. And the said plaintiff further says that the full amount of Three Hundred & Fifty dollars with interest as aforesaid is now due thereon, and wholly unpaid that it has never parted with the ownership of said promissory note and that it is still the legal owner and holder thereof wherefore plaintiff prays judgment against said defendant for the sum of Three Hundred and Fifty dollars together with interest thereon at the rate of 6% from Aug. 4th 1879 to Dec. 1st 1880 and 8% thereafter.

Cameron & Benton attys

State of Ohio Union County ss. I. B. Benton being duly sworn says that he is one of the Attorneys of said plaintiff in this action. The said action is brought upon an instrument in writing for the unconditional payment of money. That said instrument in writing is in his possession and that he believes the statements contained in the foregoing petition are true in substance.

I. B. Benton

Sworn to by I. B. Benton and signed by him in my presence this 2d day of April 1881

N. M. Winget Clerk By Jabor Randall Dep't.

Praecipe. Issue summons to the Sheriff of Union County directed to the defendant returnable according to law endorsed Amt. claimed $350 and Interest

Cameron & Benton

Afterward on the 2d day of April 1881 the following summons was issued by the Clerk of said Court which reads as follows, viz:

Summons The State of Ohio Union County ss. To the Sheriff of Union County Greeting:

We command you to notify J. T. Wells that he has been sued by C. Aultman & Co in the Court of Common Pleas of Union County and that unless he answer by the 30th day of April A.D. 1881 the petition of the said C. Aultman & Co against him filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 11th day of April A.D. 1881. Witness my hand and the seal of said Court this 2d day of April A.D. 1881

N. M. Winget Clerk.

Ret'd. Sheriff's Return The State of Ohio Union County ss. Received this writ April 2d A.D. 1881 at 3 o'clock P.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to the within named defendant on the 11th day of April 1881

Service 30 Mileage $2.50 Copy. 20 Total $3.00

John Hohnsack Sheriff.

Entry

Petition

Afterward on the 20th day of May 1881 the following entry was made on the Journal of said Court which reads as follows viz:

Entry

C. Aultman & Co.
vs
J. T. Wells.

This day this cause came on to be heard upon the pleadings and evidence, and the defendant being in default for answer and demurrer and the Court being fully advised in the premises find that the defendant J. T. Wells is indebted to the said Aultman and Co in the sum of $388.10. It is therefore considered by the Court that said plaintiff recover from the said defendant the sum of Three Hundred & Eighty Eight 10/100 dollars at 8% from the first day of this term and his costs herein expended taxed at $ for which execution is awarded.

Attest H. M. Winget Clerk.

Pleas before his Honor John L. Porter judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore to-wit: on the 19th day of February 1881 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

C. Aultman & Co
vs.
A. L. South, C. S. South
and Alfred South

In the Court of Common Pleas Union County Ohio.

The said plaintiff says that it is a corporation duly incorporated under the laws of the State of Ohio and doing business in the said State of Ohio under the incorporate name of C. Aultman & Co and said plaintiff complains of the said A. L. South C. S. South and Alfred South defendants for that the said defendants On the 19th day of Aug. A.D. 1879 at Marysville Ohio for value received made their certain promisory in writing of that date a true copy of which promisory note are in words and figures following to wit:

"$ 350 00/100 Marysville Ohio. Aug. 19th 1879 "

On or before the first day of Oct. 1880 for value received in one Seperator & Canton Mower Engine No 5-10 (total whether for Buckeye Mower, Reaper, Harvester, Self Binder Sweepstakes Seperator horse power or Canton Monitor Engine) I the undersigned of Jerome Township, County of Union State of Ohio promise to pay to the order of C. Aultman & Co Canton Ohio Three Hundred and Fifty dollars, Payable at the Office of the Bank of Marysville with interest at 6% per annum from date and interest at 8% per annum from maturity until paid. P.O. Jerome Union County State of Ohio No 7 42 49

Signed.
A. L. South, C. S. South
Alfred South.

And thereand there delivered the same to said plaintiff or order by Oct. first 1880 from the date thereof. The sum of Three Hundred and Fifty dollars with interest thereon at the rate of 6% per annum until due and 8% after due until paid which period has since elapsed Yet the said defendants have not paid said sum of money nor any part thereof to the said plaintiff although often requested so to do. And the said plaintiff further says that the full

amount of Three Hundred and Fifty dollars with interest as afore said is now due thereon and wholly unpaid that it has never parted with the ownership of said promisory note and that it is still the legal owner and holder thereof. Wherefore said plaintiff prays judgment against said defendant for said sum of Three Hundred and Fifty dollars together with interest thereon at the rate of 6% from Aug 19th 1879 to Oct 1st 1880 and at 8% thereafter.

Cameron & Benton Attys

The State of Ohio Union County ss. I.B. Benton being duly sworn says that he is one of the Attorneys of said plaintiff in this action that said action is brought upon an instrument in writing for the unconditional payment of Money only. That said instrument in writing is in his possession and that he believes the statements contained in the foregoing petition are true in substance and fact.

I.B Benton.

Sworn to by said I.B. Benton before me and by him subscribed in my presence this 19th day of February A.D. 1881

A.W. Winget Clerk.

Petition.

Praecipe — Issue Summons to the Sheriff of Union County directed to the defendant herein. Endorse Money only amount claimed $350 00 & interest

Cameron & Benton

Afterward on the 19th day of February A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

The State of Ohio Union County ss. To the Sheriff of Union County Greting: We command You to notify A.L. South, C.S. South and Alfred south that they have been sued by C. Aultman & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of March 1881 the petition of the said C. Aultman & Co against them filed in the Clerk's office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 28th day of February A.D. 1881. Witness my hand and the seal of said Court this 19th day of February A.D. 1881.

A.W. Winget Clerk.

Sheriff's Return. The State of Ohio Union County ss. Received this writ Feb 20th 1881 at 9 o'clock A.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 24th day of February 1881 Service .60 Mileage $2.40 Copy .60 Total $3.60

John Hobensack Sheriff. By Thos Martin Dep't

Afterward on the 25th day of April 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. C. Aultman & Co. vs A.L. South et als } Court of Common Pleas Union County Ohio.

This day this cause came on to be heard upon the pleadings and evidence and the said A.L. South, C.S. South & Alfred South Defendant being in default for answer or demurrer and the Court

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being fully advised in the premises on consideration find that the defendants admit the facts stated in said Petition are true that the defendants are indebted to plaintiff in the sum of $384 22/100. It is therefore considered by the Court that the said plaintiff recover from said defendants the sum of Three Hundred and eighty four 8 22/100 dollars at 8% interest from the first day of this term and its costs herein expended taxed at $ ---.

Cameron & Benton Atty's.

Attest. H. M. Winget Clerk.

Pleas before Hs Honor John L. Porter judge at a court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore, to wit: on the 25th day of April 1881 the following petition, Answer, and entry were filed with the the Clerk of said Court which reads as follows. viz:

The State of Ohio Union County ss. In the Court of Common Pleas

Wm H. Dilsaver
vs.
N. P. Westhemer and
S. Walker

Petition.

Wm H. Dilsaver the above named plaintiff says that there is due to him from N. P. Westhemer and S. Walker Defendants, on a promissory note made by the Defendants dated the 5th day of May A.D. 1879, which note, with warrant of Attorney thereto annexed & hereto attached, the sum of Five Hundred, Eighty eight & 50/100 dollars with interest thereon at 8% payable annually from the 8th day of November A.D. 1879. The plaintiff further says that he is the legal owner & holder of said note, that the same is due and unpaid. Whereupon the plaintiff asks judgment against said defendants for the sum of Five Hundred and Eighty Eight Dollars and fifty cents with interest at eight percent. per annum payable annually from the 8th day of November A.D. 1879.

Carpenter & Brodrick Attys for Pl'ffs

The State of Ohio Union County ss. A.J. Carpenter being sworn says he is one of the attorneys for the plaintiff in the above case duly authorized in the premises he further says that he believes the statements in the foregoing Petition to be true. He further says that this action is founded upon a written instrument for the payment of money, which instrument is now in possession of said affiant.

A.J. Carpenter.

Subscribed by A.J. Carpenter in my presence and sworn to by him before me, this 22 day of April A.D. 1881.

H. M. Winget Clerk.

Note.

$588 50/100 Six months after date, for value received, we jointly and severally promise to pay Wm H Dilsaver or order at this office, Five Hundred and Eighty Eight & 50/100 Dollars, with interest at the rate of 8% per annum, on all unpaid principal and interest after due until paid, interest to be computed every year with 5% attorney fee if collected. And we or either of us do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process and appear for us or either of us in any of said Courts at any time after the above note becomes due, and confess judgment thereon, against us or either of us, in favor of the payee, or endorser hereof, for the sum due on said note with all interest and costs of suit; said judgment to draw the rate of interest specified in note after rendition until paid. We do also hereby waive all right of appeal, the stay of execution the power and privilege to hold exempt from execution

any personal or real property belonging to us or either of us and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals this 5th day of May 1879.

N.P. Westheimer [Seal] S. Walker [Seal].

Answer.

Wm H. Dilsaver
vs.
N.P. Westheimer and
S. Walker

In the Court of Common Pleas Union County ss.

And now come N.P. Westheimer and S. Walker the above named Defendants by the undersigned their Attorney and waive the issuing and service of process in this case and consent that judgment may be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition and against the above named Defendants for the sum of Six Hundred and Fifty Nine Dollars and sixteen Cents, the amount appearing due for principle and interest on said note and also consent that judgment be entered in the same manner against defendants for costs of this action and all errors are hereby released, and Defendants' right to appeal and to the appraisal of Real Estate levied on by virtue of any execution is sued on the judgment in this case is hereby waived April A.D. 1881.

L. Piper Atty for Defts.

Entry.

Wm H. Dilsaver
vs
N.P. Westheimer and
S. Walker

This day came Carpenter & Brodrick the Atty's and thereupon came L. Piper one of the Attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in Open Court and duly proven, waived the issuing and service of process and entered appearance of said Defendants herein and by virtue of the same warrant of attorney confesses that there is due from the Defendant to said plaintiff as alleged in said plaintiff's petition, the sum of $659 16/100. It is therefore considered that the said plaintiff do recover of said Defendants the said sum of $659 16/100 so as aforesaid confessed to be due, together with the costs of suit herein to be taxed and with interest to be computed at the rate of Eight per centum per annum payable annually. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest A.M. Knight Clerk

Petition

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 25 day of April 1881. Heretofore to-wit: on the 1st day of September 1880 the following petition was filed with the Clerk of said Court which reads as follows, viz:

B.D. Buford, J.M. Buford and
L.M. Buford doing business under the firm name and style of B.D. Buford & Co.
vs.

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J.M. Dunn and J.A. Henderson under the firm name and Style of Dunn & Henderson. } Court of Common Pleas Union County Ohio.

The plaintiffs say: 1st At the time of making the note hereinafter mentioned the defendants J.M. Dunn and J.A. Henderson were partners doing business under the firm name of Dunn & Henderson under the laws of the State of Ohio. 2d On the 19th day of September 1877. the defendants J.M. Dunn and J.A. Henderson made under their said firm name of Dunn & Henderson and delivered to the plaintiff their promissory note of which the following is a copy.- And the cause upon which the action of the plaintiff is founded.

$140.00 Marysville Ohio Sept 19th 1877.

July first after date for value received we promise to pay B.D. Buford & Co. or order the sum of One Hundred and forty Dollars with exchange and interest after maturity at the rate of 10% per annum. Payable at the Peoples Bank. Marysville Ohio

Dunn & Henderson

Credited as follows: $50.00 paid on the within by two combined cultivators shipt to F.D. Prouty Columbus Ohio. Dec 24th 1879.

3d. There is due from the defendants to the plaintiff on said note the sum of One Hundred and forty two Dollars and seventeen cents which he claims with interest at 10% from the 7th day of September A.D. 1880 and for which he asks judgment.

R.L. Woodburn Atty for Pltff

The State of Ohio Union County ss. R.L. Woodburn being sworn says that he is the Attorney of the above named B.D. Buford & Co. duly authorized in the premises and that the above pleading of the plaintiff B.D. Buford & Co. is founded upon a written instrument for the payment of Money only and is now in the possession of this affiant and that the facts stated and the allegations in the foregoing pleading of the plaintiff are as affiant believes true.

R.L. Woodburn

Sworn to before me and signed in my presence this first day of September A.D. 1880.

W.W. Winget Clerk.

Bacape. Issue summons upon the petition returnable according to law amount claimed $142.17 with ten per cent interest from Sept 1st 1880

R.L. Woodburn Atty for Pltff.

Afterward on the 11th day of September 1880 the following summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Dunn & Henderson that they have been sued by B.D. Buford & Co. in the Court of Common Pleas of Union County And That unless they answer by the 2d day of October A.D. 1880 the petition of the said B.D. Buford & Co against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 13th day of September A.D. 1880 Witness my hand and the seal of said court this 1st day of September A.D. 1880

Seal

W.W. Winget Clerk.

Sheriff's Return

The State of Ohio Union County ss. Received this writ Sept 1st A.D. 1880 at 5 o'clock P.M. And pursuant to its command, served the same on the 11th day of September 188 by delivering to J.A. Henderson and J.M. Dunn each a certified copy of this writ with the endorsements thereon. Service 5$ Mileage 20 Cts. .50 Total $1.25.

J.L. Miller Sheriff.

Entry

Afterward on the 26th day of April 1881 the following entry was made on the journal of said Court which reads as follows, viz:

B.D. Buford & Co's
vs
J.M. Dunn and J.A. Henderson

Now comes the plaintiff by his Attorney and the defendants being in default for answer and demurrer the Court find that there is due upon the petition of the plaintiff the sum of $110,63 that the said defendants are indebted to the plaintiff in the said sum of One hundred and Ten dollars and Sixty three cents. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of One Hundred and ten dollars and Sixty three cents and his costs herein expended.

Attest W.W. Knight Clerk.

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore, to-wit on the 18th day of May 1881 the following Petition, Answer and Entry, were filed with the Clerk of said Court which reads as follows, viz:

Petition

The State of Ohio Union County ss. In the Court of Common Pleas.

John Caldwell
vs.
John J. Stuart and William R. Porter

John Caldwell the above named plaintiff says: that there is due to him from John J. Stuart and Wm R. Porter the Defendants on a promisory note made by the Defendants John J. Stuart and Wm R. Porter dated the 5th day of May A.D. 1880 which note with warrant of Attorney thereto annexed is hereto attached, the sum of One Hundred Dollars with interest thereon at 8% from the 5th day of May A.D. 1880. The Plaintiff further says that he is the legal owner and holder of said note that the same is due and unpaid Thereupon the Plaintiff asks judgment against said Defendants for the sum of One Hundred Dollars with interest at 8% from the 5th day of May A.D. 1880.

S.S. Gardiner Atty for plaintiff.

The State of Ohio Union County ss. S.S. Gardiner the Attorney of the above named plaintiff being duly sworn says that he believes the statements in the foregoing petition to be true. He further says that he is the attorney of the above named Plaintiff.

S.S. Gardiner.

Subscribed by S.S. Gardiner in my presence, and sworn to by him before me, this 18th day of May A.D. 1881.

W.W. Knight Clerk.

Note.

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Answer.

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Entry.

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warrant and duly entered same w to said p It is ther dants the together p futed a of said

Note. $100. One year after date, for value received, we jointly and severally promise to pay John Caldwell or bearer One Hundred Dollars, with interest at the rate of 8% per annum, on all unpaid principal and interest until paid; interest to be computed every year, with 5% Attorney fee if collected. And we or either of us do hereby authorize and empower any Attorney of any Court of record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us or either of us, in any of said Courts, at any time after the above note becomes due, and confess judgment thereon, against us or either of us, in favor of the payee or endorser hereof, for the sum due on said note, with all interest and costs of suit: said judgment to draw the rate of interest specified in the note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us, and release all errors that may arise in the rendition of said judgment and all right to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals at Richwood this 5th day of May 1880.

John J. Stuart Esq. (Seal)
Wm R Ports. Esq. (Seal)

Answer. John Caldwell vs. John J. Stuart and Wm R Ports } In the Court of Common Pleas. Union County ss.

And now comes John J. Stuart and Wm R. Ports the above named Defendants by the undersigned their Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in the plaintiff's petition and against the above named defendants, for the sum of One Hundred and Eight Dollars and twenty five cents, the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against Defendants for costs of this action and all errors are hereby released, and Defendants' right to appeal on the judgment in this case is hereby waived May 18th A.D. 1881.

L Piper. Atty for Defts.

Entry. John Caldwell vs John J. Stuart and Wm R. Ports } This day came the plaintiff by S.S. Gardiner Attorney, and thereupon came L Piper one of the Attorneys of record of this Court who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defts. to said plaintiff as alleged in plaintiff's petition the sum of $108 25/100. It is therefore considered that the said plaintiff do recover of said Defendants the said sum of $108 25/100. so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right

of appeal, and all right to file a petition in error are waived.
Attest W.M Kinget. Clerk.

Answer.

Pleas before his Hon. John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. on the 25th day of April 1881. Heretofore To wit. on the 25th day of April 1881 the following Petition, Answer & Entry were filed with the Clerk of said Court which read as follows, viz:

The State of Ohio. Union County ss. In the Court of Common Pleas

Petition

Samuel Gamble
vs.
Benjamine Rogers et al.
Robert Gamble.

Samuel Gamble plaintiff says that the Defendants Benjamine Rogers and Robert Gamble on or about the 21st day of October A.D. 1879 executed and delivered to said Plaintiff their Promisory Note of that date, together with a warrant of Attorney, which Promisory note and Warrant of Attorney are hereto attached marked, "Exhibit A" and made part of this petition. Said plaintiff further says that said Promisory note is due and unpaid, and that he is the legal owner and holder thereof, and that there is due him thereon from said Defendants the sum of One Hundred and Four Dollars and eleven Cents with interest at the rate of 8% per annum from the 26th day of April A.D. 1881. Wherefore the said plaintiff asks judgment against said Defendants for the sum of One Hundred and Four Dollars and Eleven cents with interest thereon at the rate of 8% per annum from the 26 day of April A.D. 1881 and for costs of suit.

A.H. Bright Attys for Pltff

Entry.

The State of Ohio. Union County ss. A. H. Bright being duly sworn says that he is the attorney of record of said Plaintiff. That this action is brought upon an instrument in Writing for the payment of money only; that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true in substance and in fact.

A. H. Bright.

Sworn to by said A.H. Bright before me and by him subscribed in my presence this 26. day of April A.D. 1881.

W.M. Kinget Clerk.

Note.

Dover Township Ohio. Oct. 21st 1879. One Year after date, for value received, we jointly and severally promise to pay Samuel Gamble or order, One Hundred Dollars with interest at the rate of 8% per annum payable annually after due. And we hereby authorize any attorney at law to appear for us in this action on the above note at any time after the same becomes due. in any Court of Record in or of the State of Ohio. waive the issuing and service of process against us. and confess judgment in favor of the legal holder of the above against us for the amount that may be due with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered. Witness our hands and seals.

Petition.

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Benjamine Rogers Et al. Robert Gamble Et al.

Answer.

The State of Ohio. Union County ss. In the Court of Common Pleas.

Samuel. Gamble

vs.

Benjamine Rogers 2nd
Robert. Gamble

By virtue of a Warrant of Attorney attached to the foregoing Petition I. T.B. Buxton an Attorney at Law in the several Courts of Record in the State of Ohio. hereby enter an appearance for said Defendants at the suit of Samuel Gamble Plaintiff against Benjamine Rogers and Robert Gamble Defendants. and waive the issuing and service of process therein and confess a judgment in favor of said Samuel Gamble against said Benjamine Rogers 2nd & Robert Gamble for the sum of One Hundred and Four (104) Dollars on said promisory Note and also for costs of suit and I do hereby release all errors and waive all right of Appeal.

T. B. Buxton Defendants Attorney.

Entry.

Samuel Gamble

vs.

Benjamine Rogers 2nd
Robert. Gamble.

This day came the Plaintiff by A. & Brighter Attorney and thereupon came T.B. Buxton one of the Attorneys of record of this Court. who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said plaintiff as alleged in said plaintiff's petition the sum of One Hundred & four 11/100 Dollars. It is therefore considered that said Plaintiff do recover of said Defendants, the said sum of $104 11/100. so as aforesaid confessed to be due, together with the costs of suit herein, to be taxed and with interest to be computed at the rate of 8 % per annum, and by virtue of said Warrant of Attorney all errors are released and all right of appeal, and all rights to file a petition in error are waived.

Attest W. M. Knight Clerk.

Pleas before His Honor John L. Porter Judge of the Court of Common Pleas within and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. on the 25th day of April 1881. Heretofore to wit: on the 9th day of December 1880 the following petition was filed with the Clerk of said Court which reads as follows;

Petition.

The State of Ohio Union County ss. In the Court of Common Pleas.

David Ettinger 2nd Isaac Arnold
doing business under the firm name
of Ettinger & Arnold.

vs.

J. H. Wilcox.

The said Ettinger & Arnold Plaintiffs complain of said J. H. Wilcox Defendant. for that the Defendant on the 26th day of October A.D. 1878. was indebted to said plaintiffs in the sum of $1003 60/100 on an account for divers, goods, wares, merchandise and chattles. by the said plaintiffs before that time sold and delivered to said Defendant at his special instance and request, a copy of which account marked "Exhibit A" is hereto attached and made a part of this petition. The said plaintiffs

further say that there is now due them and unpaid from said Defendant on said account the sum of One thousand & three & 60/100 Dollars ($1003 60/100 with interest thereon from the 26th day of October A.D. 1878. The said Plaintiffs further say that said Defendant has not paid said sum of money, nor any part thereof, though often requested so to do: Therefore said plaintiffs pray judgment against said Defendant for said sum of One thousand & three & 60/100 Dollars together with interest thereon from the 26th day of October A.D. 1878.

Robinson & Piper Plaintiffs Attorneys.

The State of Ohio Union County ss. Leonidas Piper being duly sworn says that the statements contained in the foregoing petition are true as he verily believes. This affiant further says, on oath, that he is the authorized Attorney of the said plaintiffs in said action, and that he makes this affidavit for the reason that the said plaintiffs are absent from said County of Union.

Leonidas Piper.

Sworn to by Leonidas Piper before me, and by him subscribed in my presence, this 9th day of September A.D. 1880.

W. W. Knight Clerk.

Praecipe

David Ettinger & Isaac Arnold doing business under the firm name & Style of Ettinger & Arnold.

vs.

J. H. Wilcox

Court of Common Pleas Ordered for Union County, State of Ohio.

Petition

Issue summons against said Defendant directed to the Sheriff of said County returnable according to law. Amount claimed $1003 60/100 with interest thereon from the 26th day of October 1878.

Robinson & Piper Plaintiffs Attorneys

Afterward on the 9th day of December A.D. 1880 the following summons was issued by the Clerk of said Court which reads as follows, viz:

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting. We command you to notify J. H. Wilcox that he has been sued by David Ettinger & Isaac Arnold doing business under the firm name of Ettinger and Arnold in the Court of Common Pleas of Union County and that unless they answer by the 8th day of January A.D. 1881 the petition of said Ettinger & Arnold against them filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this writ on the 20th day of December A.D. 1880.

Witness my hand and the seal of said Court, this 9th day of December A.D. 1880.

W. W. Knight Clerk.

Seal

Sheriff's Return

The State of Ohio Union County ss. Received this writ December 9th A.D. 1880. at 4 o'clock P.M. And pursuant to its command served the same on the 9th day of December 1880 by delivering a certified copy thereof with the endorsements thereon to the within named J. H. Wilcox. Service .35 Mileage 10 Cop. 25 Total. 70.

J. J. Miller Sheriff

Afterward on the 28th day of April 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

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Ettinger & Arnold
vs
J. H. Wilcox

Entry.

And now came the plaintiffs herein and the Defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true and that the defendant J. H. Wilcox is indebted to the plaintiffs in the sum of One thousand and twenty and 98/100 Dollars ($1020 98/100) with interest from April 25th 1881. It is therefore considered by the Court that said plaintiffs recover from said Defendant the said sum of One thousand & twenty & ($1020 98/100) Dollars with interest from April 25th 1881. and their costs herein expended taxed to $ —

J. M. Kennedy Robinson & Pixley
Attest. W. M. Winget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881.

Heretofore to wit: on the 15th day of March 1881 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Henry C. Ford
vs
Isaac Gray.

Petition

Court of Common Pleas Union County Ohio.

The plaintiff says: That on the first day of February A.D. 1870. he executed and delivered to the defendant his four promisory Notes of that date, due respectively in one, two, three & four years thereafter with interest thereon at the rate of 6% percent. That on the same day the plaintiff to secure the payment of said notes executed and delivered to said defendant his mortgage of that date and thereby conveyed to said Isaac Gray the following premises situate in the Township of Taylor County of Union and State of Ohio and bounded and described as follows, to-wit: Being part of Survey No 6156. bounded as follows, Beginning at a stake in the place of two Beeches South East corner of V. M. Survey. No 3690 and North East corner of V.M.S. No. 6156. Thence with the east line of V.M. Survey No 6156 S. 8° 30" W. 111 Poles to a stake and stone; Thence N. 81° 40' W. 147 5/10 Poles to a stake and stone in the original North line of V.M. Survey No. 6156. and South line of V.M. Survey. No 3690: Thence S. 81° 30' E 147 Poles to the beginning containing One Hundred acres of land. The conditions of the said Mortgage Deed were in substance that if said Henry C. Ford or any one for him should well and truly pay the aforesaid promisory notes and the interest thereon to the said Isaac Gray his heirs and assigns then said mortgage should be void otherwise to be and remain in full force and virtue in law. Said mortgage is recorded in records of Mortgages of said County Book J. Pages 497 & 498. After the execution and delivery of said notes and before the maturing of any of them said defendant sold and transferred all of them to different persons but did not assign the mortgage securing them but kept and still keeps it in his own possession. Plaintiff says that he has now paid all of said notes and all of the interest thereon and has in all things complied with and fully satisfied the conditions of said mortgage but that said defendant refuses

to assign said mortgage to the parties to whom he sold the notes although he has often been requested so to do and said defendant refuses to cancel or enter satisfaction upon said mortgage although often requested so to do.

Plaintiff says that by reason of these acts of defendant and by reason of said mortgage standing unsatisfied there is a cloud cast upon his title to the above described lands, which plaintiff now owns and holds in fee and has owned and held since the execution of said mortgage, which cloud the plaintiff is entitled to have removed. Plaintiff therefore asks the said Defendant Isaac Gray may be duly notified of the pendency and prayer of this petition and that upon hearing he may be adjudged to cancel and deliver to plaintiff said mortgage deed within a short day to be named by the Court and that in default thereof that the order of the Court operate to cancel and release the same and for all other proper relief.

Carpenter & Brodrick Atty's for Pltff.

The State of Ohio Union County ss. Henry C Ford the above plaintiff being sworn says that the facts stated and the allegations contained in his foregoing petition are true as he verily believes.

Henry C Ford.

Sworn to by Henry C Ford before me and signed by him in my presence this 15th day of March A.D. 1881.

W W Winget Clerk.

Issue summons upon the petition in the above case to Sheriff of Van Wert County Ohio, returnable according to law, Endorse action to cancel mortgage & equitable relief.

Carpenter and Brodrick Atty's.

Afterward on the 15th day of March A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Van Wert Greeting. We command you to notify Isaac Gray that he has been sued by Henry C. Ford in the Court of Common Pleas of Union County and that unless he answers by the 4th day of April A.D. 1881 the petition of the said Henry C Ford against him filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 21st day of March A.D. 1881. Witness my hand and the seal of said Court. this 15th day of March A.D. 1881.

Seal

W. W. Winget Clerk.

Sheriff's Return.

The State of Ohio Van Wert County ss. Received this writ March 16th A.D. 1881 at 2 o'clock P.M. and pursuant to its command I on March 17th 1881 served the same on the within named Isaac Gray by delivering to him in person a duly certified copy of this Summons and of the endorsements thereon and March 17th 1881 I return this writ. Service, 30 Mileage $2,24 Copy, 14 Return, 20 Total 2,88.

H. D. Hustand Sheriff By Charles Gordon Deputy.

Afterward on the 17th day of May 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

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Entry.

Henry C Ford
vs.
Isaac Gray.

This day this cause came on to be heard upon the petition exhibits and the evidence and was argued by counsel. Whereupon the Court do find the allegations of the petition to be true and that the notes therein described have all been paid and the conditions of the Mortgage fully complied with. It is therefore considered, ordered and adjudged by the court that the Defendant Isaac Gray enter a cancelation and release upon said mortgage and deliver the same to plaintiff within five days from the entry of this decree or in default thereof this decree have the same force and effect and be in all respects as available as such cancellation and release, and that the plaintiff's title to the premises described in the petition be and the same is hereby quieted as against said Mortgage and all persons claiming under it. It is further ordered and adjudged that the defendant Isaac Gray pay the costs of this action taxed to $— within five days from the entry of this decree or in default thereof that execution issue against him therefor.

Attest W. W. Kinyon Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 25th day of April 1881. Heretofore, to wit: on the 4th day of March 1881 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Asa Wilcox
Against
William Wilcox et al
Thomas J. Wilcox

Court of Common Pleas, Union County Ohio.

Plaintiff says: That on the 22d day of June A.D. 1880 the said Defendant William Wilcox filed his affidavit and thereby commenced an action in replevin before Robt McCoy J.P. of Jerome Township Union County, Ohio, against said plaintiff for certain goods and chattles in said affidavit described; That on said 22d day of June 1880, and founded on said affidavit, a writ of replevin was issued by said justice and delivered to one B. Baker Esq. constable of said Township; That by virtue of said writ of replevin the said constable seized the said personal property in said affidavit and writ described, and took the same into his custody, and had the same appraised according to law, and said property was appraised at Two Hundred and Two & 50/100 Dollars; Thereupon on said 22d day of June 1880 the said defendants William Wilcox and Thomas J. Wilcox entered and delivered their bond in replevin for said property, of which the following is a copy:

Bond.

" William Wilcox
vs
" Asa Wilcox

In replevin before Robt McCoy J.P. of Jerome Township, Union County Ohio."

" We bind ourselves to the Defendant Asa Wilcox in the sum and to "
"the amount of Four hundred and five Dollars that the plaintiff William Wilcox shall"
"duly prosecute the action, and pay all cost and damages that may be awarded against"
" him. Jerome Township June 22d. William his x mark Wilcox
" Attest B. Baker constable. Thomas J. Wilcox
his x mark

Endorsed; "Returned & filed June 22d 1880"

That upon the execution and delivery of said bond, the said constable delivered said property to said Defendant William Wilcox, and said plaintiff has never had possession of said property, or any part thereof, since said 22d day of June A.D. 1880. That said action, above mentioned, was tried before said Robert McElroy J.P. as aforesaid, and a jury, and a verdict was rendered in favor of this plaintiff and judgment was entered thereon, from which judgment and appeal was taken to the Court of Common Pleas of Union County, Ohio, and at the January A.D. 1881 term thereof, to wit: January 22d A.D. 1881 the said plaintiff Asa Wilcox recovered a verdict and judgment against said Defendant, William Wilcox for said property and the damages of said plaintiff, were assessed at Two Hundred and Two 5/100 Dollars and for which sum said plaintiff obtained judgment against said William Wilcox, together with his costs taxed to sixty nine & 70/100 Dollars & increase cost Two 05/100 Dollars, Amounting in all to Two Hundred and Seventy four & 75/100 Dollars. That on the 14th day of February A.D. 1881 and execution was issued on said judgment to the Sheriff of Union County Ohio, and on the 14th day of February A.D. 1881 the said execution was returned by said Sheriff endorsed as follows, "The within name Wm Wilcox has no goods or chattles, lands or tenments whereon to levy, to make any part of this judgment"

Plaintiff therefore asks judgment against said Defendants William Wilcox and Thomas J. Wilcox for said sum of Two Hundred and Seventy four & 5/100 Dollars with interest on Two Hundred & Two & 5/100 Dollars from the 10th day of January A.D. 1881.

Carpenter & Brodrick, Attys for Plff

The State of Ohio Union County ss. Asa Wilcox the plaintiff being sworn make oath, that the facts stated in the foregoing petition are as affiant believes true

Asa F. Wilcox

Sworn to before me by said Asa F. Wilcox and signed by him in my presence this 4th day of March A.D. 1881.

W. W. Wright Clerk.

Praecipe — To the Clerk: Issue summons to defendant William Wilcox to Sheriff of Union County Ohio and to defendant Thomas J. Wilcox to the Sheriff of Franklin County, Ohio, returnable according to law. Endorse, "Action on replevin Bond" amount claimed $274 70/100 with 6% int. from $202 50/100 from Jan 1st 81

Carpenter & Brodrick Attorneys for plaintiff.

Afterward on the 4th day of March A.D. 1881 the following summons was issued by the Clerk of said Court, which reads as follows, viz:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting

We command you to notify William Wilcox that Praecipe another have been sued by Asa Wilcox in the Court of Common Pleas of Union County, and that unless he answer by the 2d day of April A.D. 1881 the petition of the said Asa Wilcox against them filed in the Clerk's office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 14th day of March A.D. 1881. Witness my hand and the seal of said Court this 4th day of March A.D. 1881.

W. W. Wright Clerk

Seal

Sheriff's Return. The State of Ohio Union County ss. Received this writ March 4th A.D. 1881 at 10 o'clock P.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to the within named William Wilcox on the 4th day of March 1881. Service 30 Mileage 16 Copy 20 Total 66

John Hobensack Sheriff.

Summons

Sheriff's Return

Entry.

Petition

Afterward on the 4th day of March 1881 the following ~~summons was issued~~ by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Franklin Greeting:
We command you to notify, Thomas J. Wilcox that he & another have been sued by Asa Wilcox in the Court of Common Pleas of Union County, and that unless he answer by the 2d day of April A.D. 1881 the petition of the said Asa Wilcox against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of March A.D. 1881. Witness my hand and the seal of said Court, this 4th day of March A.D. 1881.

Seal.

W. M. Knight Clerk.

Sheriff's Return

The State of Ohio ~~Franklin~~ County ss. Rec'vd this writ on the 7th day of March A.D. 1881 at 9 o'clock A.M. and on the 10th day of March 1881, and pursuant to its command I served Thomas J. Wilcox by leaving a certified copy of this writ with all the endorsements thereon at his usual place of residence. Service & Ret. 30 Mileage $2,72 Copy 20 Stamp, 66 Total $3,28.

John U. Rickenbaugher, Sheriff. By George H. Gillmore Dep.

Afterward on the 6th day of May 1881 the following entry was made on the journal of said Court, which reads as follows, viz:

Entry.

Asa Wilcox
vs.
William Wilcox

This day this cause came on for hearing and thereupon came the plaintiff by his attorneys, and the defendant still failing to answer or demur to the petition of said plaintiff herein filed. The cause was submitted to the Court upon the petition and evidence. On consideration whereof the Court do find, all the allegations of said petition to be true, And that said plaintiff Asa Wilcox is entitled to recover from said Defendants William Wilcox and Thomas J. Wilcox the said sum alleged by said plaintiff to be due, to wit: the sum of Two hundred & Seventy Seven Dollars and Six cents with six per cent interest from the 25th day of April A.D. 1881. It is therefore considered and adjudged by the Court that said plaintiff do recover from said Defendants the said sum of Two hundred and Seventy Seven 6/100 Dollars with interest from the 25th day of April A.D. 1881 at the rate of Six per cent. per annum, and execution is awarded therefor. And the original papers herein having been found since the last entry herein the substituted papers are herewith withdrawn from the files.

Carpenter & Brodrick. For plaintiff.

Attest. W. M. Knight. Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April A.D. 1881. Heretofore, to wit on the 18th day of February 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

The State of Ohio Union County ss. In the Court of Common Pleas

A. Aultman & Co.
vs.
A. L. South, S. S. South and Alfred South,

The plaintiff says that it is a corporation duly incorporated under the laws of the State of Ohio and doing business under the ~~name~~ incorporate name of A. Aultman & Co. said Plaintiff complains of said A. L. South, S. S. South and Alfred South, Defendants for that the said Defendants on the 19th day of August A.D. 1879 at Marysville Ohio, for value received, made their certain

Promisory Note in writing, of that date, a true copy of which promisory Note together with all the indorsements thereon are in words and figures following, to-wit:

$ 342 50/100 Marysville Ohio. August 19th 1879.

On or before the first day of October 1879. for value received, in one Engine and Seperator No 810 (Etate whitike for buckeye mowers Reaper Harvester, Self Binder, Swep. Stake Seperator. Horse Power or Canton Monitor Engine) I the undersigned of Jerome Township. County of Union, State of Ohio. promice to pay to the order of C Aultmann & Co Canton Ohio. Three Hundred & forty two & 50/100 Dollars, payable at the Office of the Bank of Marysville and Interest at 8% per annum from maturity until paid. P.O. Jerome Union County State of Ohio No 7#248. (Signed) A.L. South C.S South Alfred South

The said note has the following indorsements. "Received on the within note ($200.) Two hundred Dollars. Oct. 27th 1879. And then and there presented the same to said Plaintiff and thereby promised to pay to said plaintiff. or order by October First 1879. from the date thereof, the sum of Three hundred & Forty Two & 50/100 Dollars, with interest thereon at the rate of 8% per annum, which period has since elapsed, yet the said Defendants have not paid said sum of Money, or any part thereof except as above stated to the said plaintiff, though often requested so to do. And the said plaintiff further says that the full amount of One Hundred and Forty seven & 50/100 Dollars with interest as aforesaid, is now due thereon, and wholly unpaid: that it has never parted with the ownership of said Promisory note, and that it is still the legal owner and holder thereof: Wherefore said plaintiff prays judgment against said Defendant for said sum of One Hundred & Forty Seven & 50/100 Dollars together with interest thereon at the rate of 8% from the 27th day of October A.D. 1879.

Cameron & Benton Plaintiffs Attorneys.

The State of Ohio. Union County ss. F.B. Benton being duly sworn says that he is one of the attorneys of said Plaintiff in this action that said action is brought upon an instrument in writing for the unconditional payment of money only. that said instrument in writing is in his possession, and that he believes the statements contained in the foregoing petition are true in substance and in fact.

F.B. Benton

Sworn to by said F.B. Benton before me. and by him subscribed in my presence this 19th day of February A.D. 1881.

W. W. Wright Clerk.

Praecipe

C. Aultman & Co vs. A.L. South. C.S. South. and Alfred South.

Court of Common Pleas Ind and for Union County State of Ohio.

Issue summons against said Defendants directed to the Sheriff of said County, returnable according to law. Amount claimed $147 50/100. with interest thereon from the 25th day of Oct. A.D. 1879.

Cameron & Benton Plaintiffs Attys.

Summons

Afterward on the 19th day of February. A.D. 1881 the following Summons was issued by the Clerk of said Court which read as follows, viz:

The State of Ohio. Union Countyss. To the Sheriff of the County of Union, Greeting:

We command you to notify A.L. South C.S. South and Alfred South that they have been sued by C. Aultman & Co in the Court of Common Pleas of Union County and that unless they answer by the 19th day of March A.D. 1881 the petition

Writ

Sheriffs Return

Entry

Petition

of said C Ault man & Co against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 28th day of February A.D. 1881. Witness my hand and the seal of said Court, this 18th day of February A.D. 1881.

W. W. Winget Clerk.

Writ
Sheriff's Return

The State of Ohio. Union County ss. Received this writ Feb. 20th A.D. 1881 at 9 o'clock A.M. And pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 1st day of February 1881. Service .60 Mileage $2.40 Copy .60 Total $3.60

John Robensack Sheriff By Thomas Martin Dep'ty

Afterward on the 25th day of April 1881 the following entry was made on the journal of said Court which reads as follows, viz:

Entry

C. Ault man & Co. vs. A. L. South et als } In the Court of Common Pleas of Union County Ohio.

This day this cause came on to be heard upon the pleadings and evidence, and the said A.L. South & S. South and Alfred South defendants being in default for answer and demurrer and the Court being fully advised in the premises, on consideration find that the defendants admit the facts stated in the petition are true that said defendants are indebted to Plaintiff, in the sum of $177.00 It is therefore considered by the Court that the said Plaintiff recover from the said Defendants the Sum of One Hundred and Seventy seven Dollars at 8% from the first day of this term and its cost herein taxed at $—

Cameron & Burton Atty's for Plaintiff

Attest. W. W. Winget Clerk.

Petition

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore to wit on the 11th day of December 1880 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Francis O. Hutchinson vs. Holmes A. Hutchinson } Court of Common Pleas. Union County Ohio.

Plaintiff says. 1st She has been a resident of the State of Ohio. for the year last past and is at present a bona fide resident of the said County of Union. 2d On or about the first day of June A.D. 1870 at Delaware in the County of Delaware, and State of Ohio. she was married to the Defendant; and she has ever since conducted herself toward the said Holmes A. Hutchinson as a faithful and obedient wife. 3d She had while living with the said Holmes A. Hutchinson issue one child, to-wit: Harry Hutchinson aged 11 years June 14th 1880. 4th The Defendant, regardless of his marital duties, on the 28th day of November A.D. 1880 at the house of in the village of Marysville County of Union and State of Ohio, did commit adultery with one Elizabeth Newlove; And on the day of January or February, (the exact date of which is to plaintiff unknown) at the home of said Elizabeth Newlove in the Township of Leesburg, County of Union, and State of Ohio, the Defendant did commit adultery with said Elizabeth Newlove; And at the Village of North Lewisburgh County of Champaign and State of Ohio (at time and place to plaintiff unknown) during the summer of 1880 the defendant did

commit adultery with said Elizabeth Newlove; and at divers times (to plaintiff unknown) before said 28th day of November A.D. 1880 at the residence of said Elizabeth Newlove in said Township of Leesburg, County of Union and State of Ohio, and at divers other places in said County of Union and State of Ohio (to plaintiff unknown) the said Defendant did commit adultery with said Elizabeth Newlove;

5th The Defendant further regardless of his Marital duties toward the plaintiff, was, on or about the 29th day of July A.D. 1880, guilty of extreme cruelty toward her without any just cause or provocation on her part. And on or about the 7th day of December A.D. 1880 the Defendant was guilty of extreme cruelty toward her, without any just cause or provocation on her part. 6th The Defendant & Plaintiff are the owners of considerable household furniture which the Defendant threatens to remove and plaintiff avers that unless restrained by order of the Court the Defendant will remove and sell the said household furniture and that the same will be of great loss to said plaintiff. 7th The plaintiff prays that she may be divorced from said Holmes A. Hutchinson and that the custody of the said child may be decreed to her. That the Defendant may be decreed to pay her reasonable alimony, and that the Defendant may be restrained by injunction and order of this Court, from disposing of or removing said household furniture or any part thereof from the said house of said plaintiff and for such other and further relief as equity and the nature of the case may require.

Carpenter & Brodrick Attys for Plff.

The State of Ohio, County of Union ss. Francis E. Hutchinson the plaintiff being sworn makes oath that the facts stated in the foregoing petition are true.

Francis E. Hutchinson.

Sworn to by said Francis E. Hutchinson before me, and signed by her in my presence this 11th day of December A.D. 1880.

(Seal.) Fred J. Sager Surveyor of Union Co. Ohio.

Praecipe. To the Clerk: Issue Summons to the Defendant accompanied by the copy of petition, to Sheriff of Union County, Ohio, and returnable according to law. Endorse "Action for divorce and alimony. Charge adultery & extreme cruelty." and indorse. "Injunction allowed."

Carpenter & Brodrick Attys for Plaintiff.

Injunction allowed as prayed for, against the husband, until further order in this behalf, and without Plaintiff executing any injunction bond. Dec. 11th 1880.

John L. Porter Judge.

Afterward on the 11th day of December A.D. 1880 the following summons was issued by the Clerk of said Court, which reads as follows, viz:

Summons. The State of Ohio, Union County ss. To the Sheriff of Union County: You are commanded to notify Holmes A. Hutchinson that Francis E. Hutchinson has filed in the Office of the Clerk of this Court of Common Pleas of Union County and State of Ohio a petition (a copy of which is herewith served on him) charging him with adultery and extreme cruelty, and asking that she be divorced from him and that she have reasonable alimony & custody of child and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this Summons on the 20th day of December A.D. 1880. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville this 11th day of December 188

(Seal D. Sheriff's Returns. A.D. 1880 ... Thereon ... A. Hutch...

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Seal D.

W. M. Winget Clerk.

Sheriff's Returns

Received on the 11th day of December A.D. 1880 and on the 11th day of December A.D. 1880 I served the same by delivering a true copy thereof with the endorsements thereon together with certified copy of petition to the within named Holmes A. Hutchinson, Service 35 Copy 20 Mileage 20 Total 55

J. J. Miller Sheriff. By Dyer Ruddy Dep.

Entry.

Afterwards on the 18th day of May 81 the following entry was made on the Journal of said Court which reads as follows, viz:

Francis E. Hutchinson
vs.
Holmes A. Hutchinson

This day this cause came on for hearing upon the petition of plaintiff and the evidence & other pleadings having been withdrawn by the parties. and was submitted to the Court On consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth=

The Court further find upon the evidence adduced that the Defendant has been guilty of extreme cruelty and gross neglect of duty as alleged in the petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between said Francis E. Hutchinson and Holmes A. Hutchinson and the same hereby is dissolved and both parties released from the obligations of the same. It is further ordered that the custody, care, education, and control of Harry Hutchinson the child of the parties hereto be confided to the said Francis E. Hutchinson exclusively, with the privilege of the said Holmes A. Hutchinson visiting him at reasonable periods until further orders.

And the said Holmes A Hutchinson is hereby enjoined from interfering in any manner with said child or with said Francis E. Hutchinson, in her custody of him. And the Court find that the plaintiff Francis E. Hutchinson is the owner in fee simple in her own right and as her sole and separate property of the following real estate= situate in the County of Union, State of Ohio and in the Village of Marysville to-wit: The west half of Out Lot. No 91 and the West half of In Lot. No 92. It is therefore ordered and decreed that the Defendant Holmes A. Hutchinson be forever divested of all and every claim title or interest, legal or equitable, by the Curtesy or otherwise in or to any of the real estate therein before described and that the plaintiff have full power to lease rent or dispose of the same at her pleasure And the Defendant is enjoined from interfering in any manner with her rights and from setting up any claim of interest in said real estate. It is further ordered and adjudged that the plaintiff do have and possess as her reasonable allimony all the household furniture and effects of the parties hereto together with all the Defendants rights legal or equitable in the above described real estate, and the said defendant is hereby enjoined from in any manner interfering with any of said property. It is ordered that the petitioner pay the costs of this proceeding.

Carpenter & Brodrick. E. E. Cole.

Attest. W. M. Winget Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 16th day of April 1881.

Heretofore, to wit: on the 16th day of August 1880. the following petition was was filed with the Clerk of said Court which reads as follows, Viz:

Petition

McKendre Bishop
vs.
Jeanette D. Bishop

Court of Common Pleas Union County Ohio.

Plaintiff says: He has been a resident of the State of Ohio for more than a year last past and is at this time a bona fide resident of the said County of Union. On or about the 24th day of October A.D. 1878. at the then residence of the Defendant in the County of Franklin and State of Ohio. he was married to the defendant and he has ever since conducted himself toward the defendant Jeanette D. Bishop, as a faithfull husband. That the Defendant wholly disregarding her duties as a wife on or about the 5th day of May A.D. 1879. went away from the plaintiffs house, and has been willfully absent from said plaintiffs house, ever since, without any cause or justification therefor so far as the plaintiff is concerned, and grossly neglects to do for the plaintiff any thing devolving upon her in her relation to the plaintiff as wife and although frequently asked and solicited by the plaintiff to come back to, and live with the said plaintiff yet the Defendant still refuses and neglects to do so. The plaintiff therefore prays that he may be divorced from the defendant, and have such other and further relief as the case may require.

Robinson & Piper Attys for Plaintiff

State of Ohio, Union County ss. McKendre Bishop being duly sworn according to law says the facts stated and the allegations in his foregoing petition are as he verily believes true.

McKendre Bishop

Sworn to before me by McKendre Bishop and by him subscribed in my presence this 16th day of August, A.D. 1880.

W.M. Winget Clerk B. Tabor Randall Dep.

Praecipe.

To Clerk: Issue summons to Sheriff of Franklin County Ohio, for the Defendant Jeanette D. Bishop returnable according to law, and accompany the same with a certified copy of the above petition. Enclose Divorce

Robinson Piper Attys for Pltiff

Afterward on the 16th day of August A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows:

Summons.

The State of Ohio. Union County ss. To the Sheriff of Franklin County: You are Commanded to notify Jeanette D. Bishop that McKendre Bishop has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on her) charging her with Gross neglect of duty, and asking that he be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this Summons on the 30th day of August A.D. 1880. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said

Sheriffs Return

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Answer &. Cross. Petition

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Court at Marysville this 16th day of August A.D. 1880.

W. M. Winget Clerk.

Sheriff's Return

Received 9 o'clock A.M. on the 18th day of August A.D. 1880 and on the 20th day of August A.D. 1880. I served the same by delivering to Jeanette D. Bishop a true copy of this writ with all the endorsements thereon also a true copy of plaintiffs petition in divorce. Service 60 Copy 20 Mileage 16. 125 Postage 0 Total $2.11

John M. Rickenbacher Sheriff. By Alle Rickenbacker Dep.

Afterward on the 15th day of September 1880 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

W. Kendre Bishop vs. Jeanette D. Bishop } This day came the parties by their Attorneys and thereupon this cause came on to be heard upon the motion of the said defendant for alimony pending the suit and was argued by Council and submitted On consideration whereof the Court do sustain said motion and order that the plaintiff pay to the defendant as alimony pending this suit the sum of Thirty dollars, Fifteen dollars thereof in ten days and the ballance in 20 days and in default of the payment of either sum at the time stated that execution issue therefor as upon judgment at Law.

Robinson & Piper Cameron & Benton

Afterward on the 1st day of November 1880 the following Answer & Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Answer & Cross Petition

W. Kendre Bishop vs. Jeanette D. Bishop } Court of Common Pleas Union County Ohio.

The said Defendant denies that she has been wilfully absent from the said plaintiff or that she left him without cause or provocation. and denies that she has been guilty of any gross neglect of duty whatever.

By way of Cross Petition this defendant says that she was married to the plaintiff at the time and place in the said petition named and says she has always conducted herself toward said plaintiff as a faithful and obedient wife. Yet the said plaintiff disregarding his marital duties has been guilty of gross neglect of duty and extreme cruelty toward the said Defendant. that after their marriage plaintiff and defendant began housekeeping in said County of Union and that during the winter and Spring of 1878 & 1879. the plaintiff began for some cause unknown to the Defendant, treating her with coldness and neglect and refusing to recognize her as a wife. till finally in the month of April 1879 the plaintiff took defendant to her fathers and left her there promising to call for her next day which he failed to do. and several days went by and the defendant. being unable longer to bear the suspense prevailed upon her father to take her home which he did. When the plaintiff knew she had returned. he refused to come to his house for one day and night and when he did come he treated defendant with neglect and contempt and finally early in may requested Defendants father to take her home and keep her, which he has done. The defendant says she has been a resident of the State of Ohio. for many years past, and that her cause of complaint arose in said County of Union. The defendant asks that she may be divorced from the said plaintiff and be restored to her maiden name Richards, and that reasonable alimony may be allowed her. And for all

proper relief.

Cameron & Benton Attys for Deft

Afterward on the 18th day of May 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

W. Kinder Bishop
vs.
Jeanette D. Bishop

Now came the parties herein and thereupon this cause came on for hearing on the petition of the plaintiff and the cross petition of the defendant and the evidence. On consideration whereof the Court do find that the parties were married as stated in the petition. The Court further find that the defendant has not been guilty of the neglect and misconduct as charged in the petition but has in all respects conducted herself as a good and faithfull wife and the said petition is therefore disdsed. And thereupon this cause came on to be heard on the cross petition of the said Defendant and the evidence. On consideration whereof the Court find that the plaintiff has been guilty of gross neglect of duty and misconduct as charged by said defendant in her cross petition. It is therefore adjudged and decreed that the marriage relation heretofore existing between the said parties be and the same is hereby set aside and held for naught and both parties released from the obligations of the same and it is further ordered that said defendant be restored to her maiden name of Jeanette D. Richards, and it is further ordered that the plaintiff pay the costs of this proceeding taxed to $ — —

Robinson & Piper Attys for Pltff.

Attest. W. M. Wright Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union & State of Ohio, on the 13th day of April 1881. Heretofore to wit: on the 30th day of November A.D. 1880. the following petition was filed with the Clerk of said Court which reads as follows viz:

Petition.

W. H. Baxter
vs.
T. H. Chesney, Eva L. Chesney, and A. R. Bigelow.

Court of Common Pleas Union County Ohio.

The said plaintiff says that on the 6th day of April 1878. he as plaintiff filed his petition in this Court of Common Pleas of Union County Ohio, against said T. H. Chesney & Eva L. Chesney praying a foreclosure of a Mortgage on lands in said County the title of which was in said Eva L. Chesney & said mortgage executed by her and her husband T. H. Chesney, defendants, for the purchase money of said lands. That such proceedings were had in said cause in said Court; that at its February term 1879, viz: Feb. 24th 1879. the said plaintiff obtained by the judgment and decree of said Court in said cause, a decree against said Eva L. Chesney & T. H. Chesney for the sum of $1375 38/100 Dollars & — cost & an order of Sale of said real estate in which cause at said term of Court said T. H. Chesney & Eva L. Chesney gave their notice of their intention to,

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appeal from said judgment & decree to the District Court of said County of Union, and asked said Common Pleas Court to fix the amount of such appeal Bond, and said Court did on said 14th Feby 1878 fix said appeal bond at five hundred Dollars and entered said order on the journal of said Court That in pursuance of said notice and said order of said Court said defendants perfected said appeal & said T.H. Chesney & A.R. Bigelow for that purpose executed to the plaintiff their Appeal Bond on the 20th of March 1879 and delivered the same to W.M. Knight Clerk of said Court of Common Pleas who on the said 20th of March 1879 approved said Appeal Bond & the said security as the law required & filed the same in said cause & docketed said Appeal in the District Court a copy of said Appeal Bond is hereto attached & made a part hereof. That by virtue of said Bond so executed by said Mr Chesney & A.R. Bigelow & filed as aforesaid according to law, said decree became vacated & said cause was was taken to the said District Court for hearing and adjudication & on the 18th day of March 1880 at the March Term of said District Court for 1880 said Cause came up for hearing in said court and on said 18th day of March 1880 said District Court entered up its decree in favor of said W.S. Baxter against said Eva L. Chesney & T.H. Chesney for the sum of $ 3563 46/100 Debt & $ — costs of said suit and ordered the sale of said farm for the payment of said decree That said District Court March term 1880 remanded to said Court of Common Pleas said cause for the purpose of enforcing said decree rendered therein and said cause was so remanded & said premises were sold under an order of sale duly issued out of said Court for the sum of $ 1800 & at the June term 1880 viz: June 5th 1880 in said Court of Common Pleas the said Sale was duly confirmed and after the application of $ 1726 8/100 to the payment of prior liens & Costs &c. $ 2599 18/100 were ordered to be applied on said plaintiffs decree theretofore rendered in said District Court & the said Court of Common Pleas at its said June Term 1880 To-wit June 5th 1880 found there still remained $ 1025 23/100 due from said defendants on said decree & awarded execution against said T.H. Chesney for said sum of $ 1025 23/100 remaining due plaintiff on said decree & the plaintiff says there remains due and unpaid on said decree from said Eva L. Chesney & T.H. Chesney to the plaintiff the sum of $ 1025 23/100 with interest since June 5th 1880 and no payments have been made to plaintiff on said $ 3563 46/100 decree, except said $ 2599 18/100 and said premises have all been sold and applied as aforesaid & the said defendants have not paid the decree rendered in said cause in said District Court, as they were bound by said Appeal Bond to do but they have wholly failed & said plaintiff caused execution to be issued on said awarded & execution for said ballance of $ 1025 23/100 and levy was made on certain personal property but the said Eva L. Chesney has replevined the same out of his hands & the said T.H. Chesney has nothing whereon to levy to satisfy said Ballance & said Sheriff has indorsed on said execution that said T.H. Chesney hath no other property or lands liable to levy to satisfy said writ. The said T.H. Chesney & Eva L. Chesney have as the plaintiff is informed and believes indemnified their said surety A.R. Bigelow by Chattle Mortgage on personal property against any liability of loss on account of his liability for signing said appeal Bond, but what property plaintiff cannot describe or herein set forth. There is due plaintiff from said T.H. Chesney & Eva L. Chesney, on said decree the sum of Ten hundred & twenty five Dollars and

Twenty five cents with interest from the 6th of June 1880 besides a large amount of costs made in his attempt to collect said ballance on execution & said defendants are liable on said appeal bond to pay to plaintiff upon said ballance the sum of Five Hundred Dollars the penal amount of the same which are of record in said cause.

Therefor plaintiff prays judgment against said defendants for said sum of Five hundred Dollars upon said Bond.

Robinson & Piper & R.L. Woodburn Atty's for Plff.

The State of Ohio Union County ss. J.W. Robinson being duly sworn depos and says he believes the allegations of the foregoing petition are true. & he also makes oath that he is one of the Attorneys of plaintiff authorized to act as such in this case & plaintiff is absent from said County & a non-resident thereof.

J.W. Robinson.

Sworn to before me and signed in my presence this 30th day of Nov. 1880.

W.W. Wright Clerk.

Amended Petition.

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Praecipe — To Clerk: Issue summons for T.W. Chesney and Eva L. Chesney, & A.R. Bigelow & endorse "petition for $500. on Appeal Bond"

Robinson & Piper. R.L. Woodburn Atty's for Plff.

Summons — Afterward on the 30th day of Nov. A.D. 1880. the following summons was issued by the Clerk of said Court which read as follows, viz:

The State of Ohio. Union County ss. To the Sheriff of the County of Union, Greeting:

We command you to notify T.W. Chesney, Eva L. Chesney and A.R. Bigelow. that they have been sued by W.H. Baxter, in the Court of Common Pleas of Union County and that unless they answer by the 1st day of January A.D. 1881 the petition of the said W.H. Baxter against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 3rd day of December A.D. 1880. Witness my hand and the seal of said Court, this 30th day of November A.D. 1880.

W.W. Wright Clerk.

Seal

Sheriff's Return — The State of Ohio. Union County ss. Received this writ. November 30th A.D. 1880. at 4 o'clock P.M. and pursuant to its command served the same on the 8th day of December 1880. by delivering a certified copy thereof with the endorsements thereon to the within named T.W. Chesney. and by leaving a certified copy thereof with the endorsments thereon at the residence of each of the within named Eva L. Chesney & A.R. Bigelow. Service .75 Mileage $1.00 Cop. .75 Total $2.50

J.J. Miller. Sheriff.

Afterward on the 25th day of January 1881 the following entry was made on the Journal of said Court which read as follows, viz:

Entry.

W.H. Baxter
vs
T.W. Chesney et al.

On motion of Defendants and on their showing this cause is continued at cost of Defendants. with leave to plaintiff to file amended petition in 20 days from the rising of the Court.

Robinson & Piper & Woodburn Cameron & Benton.

Afterward on the 12th day of February 1881 the following Amended Petition was filed with the Clerk of said Court which reads as follows, viz:

Amended Petition.

W. C. Baxter
vs.
T. H. Chesney, A. R. Bigelow & Eva L. Chesney

} Court of Common Pleas Union County, Ohio.

The plaintiff now comes and files his amended petition by leave of the Court, and says that on the 6th day of April 1878, he as plaintiff filed his petition in the Court of Common Pleas of Union County, Ohio, against said T. H. Chesney & Eva L. Chesney praying a foreclosure of a mortgage on land in said County the title to which was in said Eva L. Chesney and said mortgage executed by her and her husband T. H. Chesney for the purchase money of said lands. That said cause was duly carried on in said Court, and at the February term of said Court A.D. 1879, the plaintiff in said Court obtained a decree against said T. H. Chesney & Eva L. Chesney, by the judgment and decree of said Court, at its said term for the sum of Fifteen hundred and twenty five Dollars & 3/100 debt, and $ - cost and an order of sale of said mortgaged premises. And at said term of said Court, said T. H. Chesney & Eva L. Chesney gave their notice in said Cause of their intention to appeal from said decree of said Court to the District Court of said County of Union and asked said Common Pleas Court, to fix the amount of the Appeal Bond, in said case and the same Court did fix the said appeal Bond at $500, & entered the same on its journal. That in pursuance of said Notice the said parties caused an appeal Bond to be filed in said Court duly executed by the said T. H. Chesney & A. R. Bigelow and duly approved by the Clerk of said Court which Bond so executed & approved and filed in said Cause was continued. That said T. H. Chesney & Eva L. Chesney would pay all damages, moneys & costs which should be awarded against them in said District Court as will more fully appear reference being had to the same a copy of which is hereto attached & made part hereof. That by means of the filing of said Appeal Bond said cause was appealed to the said District Court. That the said decree in the Court of Common Pleas vacated and said Cause docketed in said District Court and on the 18th of March 1880 at the March term 1880 of said District Court said Cause was duly tried & a decree rendered in said District Court for the plaintiff against said Eva L. Chesney & T. H. Chesney for the sum of $3563 & 70/100 debt & $ - costs of suit and ordered the sale of said premises for the payment of said decree at the same term of said District Court said cause was remanded to said Court of Common Pleas for the purpose of enforcing said decree and carrying the same into effect and said cause so remanded was redocketed in said Court of Common Pleas and said premises were sold under an order of sale duly issued out of said Court for the sum of $4800 and at the June term 1880 of said Court of Common Pleas said sale was duly confirmed and a deed ordered to the purchaser thereof, and after paying prior liens & costs & taxes, there was applied in said decree the sum of $2599 40/100 leaving $1053 70/100 with interest from June 5th 1880, due and unpaid on said decree for which execution was then awarded by said Court against said T. H. Chesney, and said sum of $1053 77/100 with said interest still remains due plaintiff on said decree and the same is wholly unpaid. That execution issued on said award

and the following property levied on as the property of said T.W. Chesney viz: One Dun Mare, with light mane & tail, One dun mare about nine years old two black & white legs, 14 shotts, One Fan Horse Buckeye Plow. of the value of not more than One Hundred and Thirty seven Dollars, $137. Also the undivided two thirds interest in about ten acres of corn in shock. also one half interest in 16" acres of Corn in shock. Also two brood Sows, and about 25 pigs, Five fat hogs & about 150 bushels of Corn in the ear all of the value of not more than $207.50. Also a lot of corn in Madison County Ohio of the value of not exceeding $250 making a total value of property levied on as aforesaid $584.50/100 and leaving a ballance of said debt unsecured and unpaid of more than Five Hundred Dollars, and said Sheriff returned the said writ that no other goods or lands whereon to levy. That said Eva L. Chesney has replevined all of said property out of the hands of said Sheriff. & of this plaintiff, by actions pending in this Court. The said Eva L. Chesney and said T.W. Chesney have no other property personal or real, liable to levy or sale on execution, & are entirely insolvent except as to said property so levied on and replevined and which property plaintiff is informed & believes & therefore he charges, they the said Eva L. Chesney & T.W. Chesney have mortgaged to said A.R. Bigelow to indemnify him against loss on account of said Appeal Bond, which mortgage in in full force and effect.

The plaintiff says the said parties are liable on said appeal Bond to pay to plaintiff said sum of Five Hundred Dollars the amount of said undertaking by reason of the premises thereof. and therefore plaintiff prays judgment against said Defendants T.W. Chesney, & A.R. Bigelow for said sum of Five Hundred Dollars.

Robinson Ripley & L. Woodburn Attys for Plff.

The State of Ohio, Union County ss. J.A. Robinson being duly sworn says that he is one of the Attorneys of the plaintiff in the foregoing cause and the plaintiff is now resident of said County, and now absent therefrom & for this reason he writes this petition and that he believes the several allegations of said petition are true in substance & in fact.

J.A. Robinson

Sworn to before me & signed in my presence this 12" day of Feb. 1881.

W.W. Winget Clerk.

Copy of Appeal Bond.

Know all men by these presents. That We T.W. Chesney, and A.R. Bigelow are held. and firmly bound unto W.H. Baxter in the penal sum of five hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves. our heirs, executors and administrators- signed by us and dated this 20" day of March A.D. 1879. The condition of the above obligation is such that Whereas the said T.W. Chesney and Eva L. Chesney, have taken an appeal from a certain judgment. rendered against them in favor of the said W.H. Baxter in the Court of Common Pleas of the County of Union in the State of Ohio, at the February term thereof A.D. 1879. for the sum of One Thousand five hundred and twenty five & 38/100 dollars to the District Court within and for the County aforsaid, Now if the said T.W. Chesney & Eva L. Chesney, shall abide and perform the order and judgment of said District Court shall pay all money, costs and damages which may be required for awarded against them by said District Court

Answer of A.R. Bigelow.

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then this obligation to be void, but otherwise to remain in full force & virtue in law. T. W. Chesney. A. R. Bigelow.

I approve the above bond with the sureties thereto this 20th day of March A.D. 1879. W. M. Winget Clerk.

Filed March 20th 1879. W. M. Winget Clerk

Afterwards on the 3d day of May 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer of Bigelow.

N. A. Baxter vs. T. W. Chesney et als. } To the Court of Common Pleas. Union County, Ohio,

The said A. R. Bigelow for his separate answer to the petition of said plaintiff says: That he signed the Appeal Bond mentioned in plaintiffs petition as surety for said Chesneys and in no other manner, and that the same was wholly without compensation to this defendant. all of which plaintiff well knew and this defendant denies that he was indemnified. The defendant says further, that the said plaintiffs action ought not to be maintained against him for that the original action in which said Appeal Bond was signed was commenced in this Court on the 6th day of April 1878. by the plaintiff filing a petition against said Chesneys That said petition set forth among other things that said Chesneys were indebted to plaintiff in the sum of $1500,00 on a promisory note dated March 27 1876. and that said Chesneys had executed to the plaintiff a mortgage upon certain lands in the petition in that case described to secure the payment of said note. and that the condition of the mortgage was that if said note was paid when due then the said mortgage was to be void. Said plaintiff asked in said case for a foreclosure of the said Mortgage. That no mention whatever was made in the said petition in said case about any other note or any other indebtedness of said Chesneys but on the contrary the plaintiff expressly declared the condition of said mortgage to be as above stated.

That the answer of said Chesneys to said petition in that case, set up certain rights of way and other defenses to reduce the amount of said indebtedness, and to abate a portion of said note. and that this Court on account of the matters set upin said answer made an abatement of said note to a small amount and then granted a decree for the ballance being the sum set up in said Bond, to-wit: $1525 30/100. That the said Chesneys not believing they had sufficient abatement upon said note caused notice of appeal to the District Court to be given. and the bond mentioned in the petition is the bond this defendant signed for said appeal. This defendant further answering says that there was as it now appears but as this defendant did not then know another note given by said Chesneys to said Baxter for the sum of $1500 00 dated March 27th 1876 and which was secured by said mortgage.

That the said plaintiff as to said last named note waiving said mortgage On the 29th day of March 1879 filed in this Court a petition at law asking a personal judgment against said Chesneys. but making no reference whatever to said Mortgage or asking any relief whatever in equity. Said Eva L Chesney filed her demur to said petition. And on the 7th day of May 1879 said demur was sustained and the plaintiff filed an amended petition at law asking a personal judgment against said Chesneys Said Eva on again filed her demur to said petition last named. And

on the 27th day of September 1879 said demurrer was sustained but a personal judgment was rendered upon said note against said T.H. Chesney for the sum of $1803. Again the plaintiff amended his petition in said last named case and again on the 31st day of January, 1880 a demurrer of said Eva was sustained, to wit: and judgment rendered against said plaintiff for costs in said action. Said plaintiff then caused said case last named to the District Court of this County in error, and finaly at the March Term of the District Court the dismissed said last named action without prejudice. That said plaintiff then on the 4th of March without notice to said Chesneys or this plaintiff and without leave of said Court filed in said District Court a supplemental petition setting up the last named note and asking a decree in his favor for the amount due thereon alleging for the first time that it was secured by the said Mortgage and asking it to be paid out of the proceeds of the sale of said premises: which was done and which went to make the sum of $3563 46/100 stated in the said Decree. This plaintiff alleges that the filing of said supplemental petition was without his knowledge or consent and without leave.

That the matters in dispute in said case as appealed were wholly settled and adjusted and the whole case appealed fully determined and that the note mentioned in the petition in said case appealed, has been wholly paid by the sale of said premises, and that if said petition in said case appealed from, had contained a statement of said last note this defendant would not have signed said bond for appeal. That to permit a supplemental petition to be filed doubling the defendants liability after he had signed said bond would be a fraud and violation of his rights.

Wherefore this defendant asks that he may go hence without day and recover his costs herein expended.

Cameron & Benton Attys for Defft Bigelow.

State of Ohio Union County ss. J.L. Cameron being first duly sworn says he is the agent and attorney for said A.R. Bigelow duly authorized in the premises, that said A.R. Bigelow is now absent from the said County of Union and that the facts stated and the allegations made in the foregoing answer of the said A.R. Bigelow are true as he verily believes.

J.L. Cameron.

Sworn to before me by said J.L. Cameron and by him signed in my presence this 3rd day of May 1881.

W.M. Winget Clerk.

Afterward on the 5th day of May 1881 the following Reply was filed with the Clerk of said Court which reads as follows, viz:

Reply to Defendants Answer.

W.H. Baxter
vs.
T.H. Chesney et als

Court of Common Pleas Union County, Ohio.

The said plaintiff for reply to said answer of A.R. Bigelow says, He admits the petition on which the decree mentioned in his original petition was to foreclose a mortgage on real estate and that the same was to secure two notes of $1500 each in the original petition to so foreclose said mortgage one of said notes not then due was not mentioned, but says the said mortgage clearly describes said two notes. He also admits that he brought an action at law on the

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last of said notes coming due to recover on said note and says said action is still pending in this Court and he denies all the allegations respecting said action at law, except as aforesaid and except that he further admits in respect thereto that one petition in error to recover the judgment for costs in said answer mentioned was dismissed without prejudice but another was filed in said District Court and said judgment for costs was rendered in said District Court at its March term 1881 and said cause remanded to this Court & the same is now pending in this Court, but this plaintiff further denies that in bringing said action at law on said note to obtain a personal judgment against said Eva L Chesney & T. H. Chesney therein he waived his rights under said Mortgage in any form or to any extent whatever but says he thereby sought to enforce his legal rights in the premises and this action on said note at law in no manner whatever was a bar to his right to adjudge upon said Mortgage for the amount secured thereby and said action on said note was brought after said Appeal Bond was executed by said A R Bigelow and filed as aforesaid. This plaintiff denies that in his original petition to foreclose said mortgage he lost or waived any of his rights under said mortgage but after said last named note became due he filed his supplemental petition in said cause so appealed and said District Court after full hearing of evidence introduced at such hearing by said Eva L Chesney & T. H. Chesney at which they were personally present as well as by Lamborn & Benton their attorneys the said District Court rendered their decree against said Eva L & T. H. Chesney as stated in plaintiff's petition for $3563 6/100 & Costs and the plaintiff denies that any part of said mortgage notes or any part of said decree has been paid except $2592 6/100 which was paid by the application of that amount of the proceeds of the sale of said lands after payment of costs and prior liens under the order of this Court as alleged in said original petition, and this plaintiff denies that the allegations of said answer, that said decree for amount due on said mortgage was illegal & without notice to said Chesneys & denies said supplemental petition was filed without leave & denies that the same was or would be a fraud and a violation of the said defendants rights as alleged in said answer and denies that the matters in dispute mentioned in the petition in said case appealed have been wholly settled or paid by the sale of said premises or in any manner whatever, or any part thereof except as above mentioned but there remains due on said decree rendered therein the sum of $1053 4/100 with interest thereon from June 5th 1880, as alleged in said original petition all of which will appear by the record of said cause as plaintiff is able to and will show and therefore he prays judgment for five hundred dollars against said A R Bigelow as prayed for in his petition

Robinson & Piper Attys for Pltff.

The State of Ohio, Union County ss. R. L. Woodburne being sworn says he is one of the Attorneys of the Plaintiff in this case duly authorized in the premises that he believes the allegations of the above reply are true, & that the plaintiff is not a resident of said County of Union and he is absent therefrom

R. L. Woodburne

Sworn to before me & signed in my presence this 5th day of May 1881.

W. M. Knight Clerk

Afterwards on the 20th day of May 1881 the following Entry was made on the Journal of said Court which read as follows, viz:

Entry. W. L. Baxter vs. T. H. Chesney et al } This day came on this cause to be heard by the Court & a jury being waived & the Court being fully advised in the premises do find for the defendants, to which plaintiff excepted & thereupon the plaintiff filed his motion asking the Court to set aside said finding and grant him a new trial for reasons on file in said motion, which motion the court overruled to which ruling of the Court plaintiff excepted & asked the Court to sign & seal this Bill of exceptions and order the same recorded in this case and thereupon it is considered ordered and adjudged by the Court that defendants recover of the plaintiff by consent of parties their costs herein expended taxed to $ - - & this Court N parties order the said Journal to be left open thirty days for the purpose of preparing the Bill of exceptions & the signing & sealing of the same

Attest P. M. Knight Clerk.

Praecipe

Summons

Petition

Pleas before Hon. John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 25th day of April 1881. Heretofore to wit: On the 3d day of December 1880 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

The State of Ohio, Union County ss.

Mary Pennington vs. Orson Benton } Court of Common Pleas Union County Ohio.

And now comes the Plaintiff Mary Pennington and for her first cause of action herein against Orson Benton the defendant says: That heretofore to wit on the 17th day of March A. D. 1880 the said defendant did unlawfully and with force assault her, the said plaintiff, and then and there beat, bruise and wound, the said plaintiff, by throwing a pipe filled with burning tobacco into the face of plaintiff and seizing her by the arms and pinching them with great violence, jammed her down into a chair and continued to strike beat and bruise the said plaintiff and other wrongs then and there did to the said plaintiff, to the damage of the said plaintiff in the sum of One Thousand Dollars.

Second cause of action: And said plaintiff for a second cause of action against said defendant says: That heretofore to wit: on the 18th day of March 1880 the said defendant did unlawfully, and with force, assault her the said plaintiff, and then and there, beat, wound and bruise the said plaintiff by thrusting a heated fire poker into plaintiffs face, and by seizing plaintiff by the throat with great violence, and severely choking her the said plaintiff so that plaintiffs neck was badly bruised and wounded and the said defendant did rend and tear the scarf that was about plaintiffs neck, and other wrongs then and there did to plaintiff, to the damage of said plaintiff in the sum of One Thousand Dollars. Third cause of action: And for a third cause of Action against the said defendant the said plaintiff says:

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That heretofore to wit: On the 19th day of March A.D. 1880. the said Defendant did unlawfully and with force assault her the said plaintiff, and then and there beat, bruise & wound the said plaintiff by striking plaintiff with great force and violence, and other wrongs then and there did to said plaintiff, to the damage of said plaintiff in the sum of One Thousand Dollars

Plaintiff further says. that by reason of the wrongs aforesaid, she has become sick, weak and crippled and unable to attend to her ordinary business.

Wherefore plaintiff judgment against the said Defendant for the sum of Three Thousand Dollars for damages so as aforesaid sustained.

Powell & Fulton Cole & Sons Att'ys for Pl'ff.

The State of Ohio Union County ss. Mary Pennington the said plaintiff being first duly sworn according to law, says the facts stated and the allegations in her foregoing petition are true as she verily believes.

Mary Pennington

Sworn to before me and subscribed in my presence by the said Mary Pennington this 30th day of November A.D. 1880.

W. M. Winget Clerk.

Praecipe — To Clerk. Issue Summons for the defendant to the Sheriff of Union County, Ohio, returnable according to law. Indorse Amt. claimed Damages $3000.00.

Afterward on the 3d day of December 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Union, Greeting

We command you to notify Orson Benton that he has been sued by Mary Pennington in the Court of Common Pleas of Union County, and that unless he answer by the 1st day of January A.D. 1881, the petition of the said Mary Pennington against him filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 13th day of December A.D. 1880. Witness my hand and the seal of said Court this 3d day of December A.D. 1880.

Seal

W. M. Winget Clerk.

Sheriff's Return. — The State of Ohio. Union County ss. Received this writ December 3rd A.D. 1880 at 4 o'clock P.M. and pursuant to its command served the same on the 7th day of December 1880 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named Orson Benton. Service 35¢ Mileage $1.20 Copy 2 3¢ Total $1.59

J. J. Miller Sheriff.

Answer. — Afterward on the 20th day of December 1880 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Mary Pennington
vs.
Orson Benton

Court of Common Pleas Union County Ohio.

The Defendant Orson Benton now comes for answer to the said Plaintiff's petition for damages for alleged assault and Battery, says he denies each & all the allegations of said petition.

2d The said Defendant for a further answer says that the Plaintiff at the time named in said petition was at the house of Defendant at his request and his invitation and that she then and there with

force & violence attempted to assault and beat the defendant and that what he ~~done~~ did toward her was in self defense done by him for protecting himself against her said unlawfull assault and which he had full right to do under the laws and therefore the defendant prays judgment for costs against plaintiff & that he go hence.

D. W. Ayers, Robinson & Tipton Attys for Defts

State of Ohio, Union County ss. The Defendant Orson Benton being first duly sworn says he believes the allegations of the foregoing Answer are true

Orson Benton.

Sworn to before me and signed by Orson Benton in my presence this 20th day of December 1880.

W. M. Winget Clerk.

Afterward on the ~~day~~ day of 1880 the following reply was filed with the Clerk of said Court which reads as follows, viz:

Reply.

Mary Pennington
vs.
Orson Benton

} Court of Common Pleas Union County Ohio.

And now comes the plaintiff and for reply to defendants answer denies that she was a Defendants house as a guest but says that she was there as his house keeper, she denies that what the defendant did was for the purpose of protecting him from her assault, or that she unlawfully assaulted plaintiff at all. She therefore prays judgment as asked in the petition.

Powell & Fulton, Cole & Son Attys for Pltff.

The State of Ohio, Union County ss. Mary Pennington being first duly sworn according to law, says the facts stated and the allegations in her foregoing Reply are true as she verily believes.

Sworn to before me and subscribed in my presence this 26th day of January. A.D. 1881.

Afterward on the 26th day of January 1881 the following entry was made on the journal of said Court which reads as follows, viz:

Entry

Mary Pennington
vs.
Orson Benton

} This cause is continued by consent of parties.

Afterward on the 4th day of May 1881 the following Entry was made on the journal of said Court which reads as follows, viz:

Entry.

Mary Pennington
vs
Orson Benton

} Now came the parties herein by their Attorneys Also came the following named persons as jurors, to wit: David Cochran, Shepherd Clark, A.J. Ferguson, Dyer Reed, Alven Lincoln, R. Mayfield, Jerome Richy, Jerome McMahon, James Kennedy, Walter Beeken, William Hall, Jarrad Clement, and L.N. Wasbs, talisman who were duly impannelled and sworn according to law. And thereupon after hearing the

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evidence, argument and charge of the Court, the jury retired to their room in the charge of the Sheriff for deliberation. And now come said jury into Open Court with their verdict in writing signed by their foreman, and say: We the jury in this case being duly impannuled and sworn do find and say that we find for the Defendant.

A. J. Ferguson Foreman.

Afterward on the 4th day of May 1881 the following entry was made on the journal of said Court which reads as follows, viz:

Entry.

Mary Pennington
vs.
Orson Benton

The jury in this case having rendered a verdict for the Defendant, and no motion for a new trial having been made: It is therefore considered by the Court that the said Defendant go hence without day, and recover from the said plaintiff his costs herein expended.

Attest. W. M. Winget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore to wit on the 24th day of March 1881 the following Transcript was filed with the Clerk of said Court which reads as follows, viz:

Transcript

The State of Ohio
vs.
Holmes A. Hutchinson

} Complaint to keep the Peace, Affidavit filed March 1st A.D. 1881

Personally appeared before me H. J. King one of the Justices of the Peace in and for the County of Union, Ohio. Garrison W. Newlove and made complaint on oath before me that he has just cause to fear and does fear one Holmes A. Hutchinson will kill by shooting him &c.

Signed Garrison W. Newlove

Sworn to and subscribed before me this 28th day of February A.D. 1881

H. J. King J.P.

March 1st A.D. 1881 I issued a peace warrant for the apprehension of the said Holmes A. Hutchinson and delivered the same to Thomas Wharton Const. March the 1st A.D. 1881 Warrant returned and endorsed as follows: Received writ March 1st 1881 and have the body of the within named Defendant Holmes A. Hutchinson in H. J. Kings Court. This the first day of March 1881. My fees. Service & arrest .50 Mileage .20 Attendance $1.00 Total $1.60. Thos. Wharton Const. March 1st 1881 By order of Complainant I issued subpoenas for Thomas Burroughs E. Burger, John Brodrick, Laurence Sager, J. H. Kinkade, and delivered the same to Thomas Wharton Constable. Sub. returned. Const. fees $1.05

By order of Defendant I issued subpoenas for John Hutchinson, Bruce, C. Fullington, A. S. Bellus, Ed. Burger, John Brodrick, A. J. Carpenter, Thos. Burroughs, J. Murry, and delivered the same to Thomas Wharton, Const.

A continuance for good cause. Therefor I continued the examination to March 2d 10 o'clock A. M. March 2d A.D. 1881 10 o'c. A. M. the time for trial parties being present. Thomas Burroughs E. Burger, Jas. Brodrick, L. Sager, J. H. Kinkade were examined upon oath in behalf of the State and John Hecker, Sam Bruce, C. Fullington, A. S. Bellus, A. J. Carpenter and John Murry were examined

upon oath on behalf of Defendant. After hearing all the evidence offered in this examination and well considering the same I do find just cause for said Complaint. Thereupon it is ordered by me that the said Defendant Holmes A. Hutchinson enter into a Recognizance with approved surety to the State of Ohio. in the sum of Two Hundred Dollars for his good behavior & for his appearance before the Proper Court of said County of Union. Whereupon the Defendant entered into a Recognizance with A.S. Bellus as surety. Whereupon I discharged the Defendant. The State of Ohio. Union County, Paris Township ss.

I do hereby certify that the above is a full & true copy from my docket as the proceeding had by and before me, at my Office in said Township in the above action.

H.J. King Justice of the Peace of said Tp.

Transcript $1.50 This March 10th A.D. 1881.

Afterward on the 21st day of May 1881 the following entry was made on the Journal of said Court which reads as follows, viz:.

Entry

State of Ohio.
vs
Holmes A. Hutchinson

Now comes Cameron & Benton on behalf of the State of Ohio and also Garrison W. Newlove the Complainant and Holmes A. Hutchinson the Defendant, in accordance with the condition of the recognizance entered into by said Defendant before H.J. King a Justice of the Peace and filed in the Office of the Clerk of this Court and thereupon, upon full examination of the evidence it is ordered and adjudged that the said Holmes A. Hutchinson do forthwith enter into a recognizance in the sum of One Hundred Dollars with good and sufficient surety to be of good behavior keep the Peace with all persons and particularly with the said Garrison W. Newlove for the term of One year next thereafter and in default of such security that he be committed to the Jail of this County there to remain until he shall comply with this Order, or be otherwise legally discharged and that he pay the costs of this prosecution for which execution is awarded.

Attest W.M. Knight Clerk

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. on the 25th day of April 1881. Heretofore to-wit: on the 23d day of March 1881 the following Transcript was filed with the Clerk of said Court. which reads as follows, viz:

Transcript.

Anna Maloney
vs
John Mayo.

March 18th 1881. Anna Maloney, an unmarried woman, and resident of the Township of Paris County of Union Ohio. this day made complaint under oath to me as follows: The State of Ohio. Union County, Paris Township ss, personally appeared before me, E.E. Cole, a Justice of the Peace in and for said Township and County. Anna Maloney, a resident of Marysville, Ohio, and made complaint under oath that she is an unmarried woman, resident of Paris Township, said County and that on the 28th day of August, 1880. she was delivered of a bastard Child, and that John Mayo is the father of said Child.

Anna Maloney

The above complaint was to me made and reduced to writing and Sworn to and subscribed before me this 18th day of March 1881.

E. E. Cole J.P.

Same day issued a warrant which is as follows: The State of Ohio. Union County ss. To any constable of the State of Ohio Greeting:

Whereas Anna Maloney an unmarried woman, resident of the County of Union, hath this day made complaint on oath and in writing before me, E.E. Cole, a justice of the peace in and for the Township of Paris, in said County and State, that, on the 28th day of August 1880 she was delivered of a bastard child, and that John Mayo is the father of said child. You are therefore commanded to pursue and arrest the said John Mayo, in any County in this State, and bring him forthwith before me to answer said complaint, and forso doing this shall be your warrant. Given under my hand this 18th day of March A.D. 1881.

E.E. Cole, J.P.

Same day delivered said Warrant to Thomas Wharton, Constable of Paris Tp. Union County, Ohio. March 18th 1881 With the body of said John Mayo. the Constable returned the warrant endorsed as follows:

Received this writ March 1881. and have the body of the within named defendant in E.E. Cole's Court. Fes. arrest & Ret. 40¢ Mileage 20¢ attendance $1,00 Amt. $1,60. Bonnell $1,50 Imhoff $1,60

Thos. Wharton Constable

The complainant was also present, who was duly sworn and examined by me, in presence of the accused and the questions and her answers were reduced to writing by me and read and subscribed by her, and filed, and which answers establish her complaint above set forth. Thereupon ordered by me that the accused enter into a recognizance in the sum of Three Hundred Dollars for his appearance at the next term of the Court of Common Pleas, Union County, to answer said Complaint and abide the order of the Court thereon. The said John Mayo neglected to enter into said recognizance with surety, whereupon mittimus is issued and delivered to Thomas Wharton Constable for Commitment to Jail of County. March 18th 1881 Mittimus returned, according to the command of this writ. I committed the body of the within named John Mayo to the custody of the Jailer of the County of Union this 18th day of March 1881 and left a copy of this writ with him. Fes. 85¢

Thomas Wharton Constable.

Justices Fes. $5.30 Constables Fes. $5.45

State of Ohio. Paris Township Union County ss. I do hereby certify that the above is a full and true copy from my docket of the proceedings had by & before me at my office in said Township in the above cause.

E.E. Cole J.P. of the aforesaid Township.

Afterwards on the 14th day of May 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

State of Ohio. vs John Mayo. } And now came the said defendant, and confessed in Court that the charge of the plaintiff herein is true. It is therefore adjudged by the Court that the defendant John Mayo is the reputed father of the said child. And that he stand charged with the maintainance thereof in the sum of One Hundred Dollars and that he pay said sum as follows: to Anna Maloney

the mother of said Child Twenty Dollars on or before the 1st day of June 1881 Twenty Dollars on or before the 1st day of September 1881. Twenty Dollars on or before the 1st day of January 1882. Twenty Dollars on or before the 1st day of May 1882. Each payment bearing Six per cent interest from May 1st 1881. And also that he pay the costs of this proceedings for all of which execution is awarded. It is further ordered that the said Defendant give security to the acceptance of the Court for the performance of this order and in default of such payment or security that he be committed to the Jail of the County there to remain until he shall comply with the required order

Attest. W. M. Kinget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 25th day of April 1881 Hereto for to wit: On the 29th day of January 1881 the following Transcript was filed with the Clerk of said Court which reads as follows viz:

Transcript.

The State of Ohio
vs
William Wilcox

Before James Robison Justice of the Peace December 21st 1880 Complaint in writing upon oath and signed by Susan Wilcox filed with me charging that William Wilcox on or about the 16th day of December A.D. 1880 at the County of Union, State of Ohio, and says she is a resident of Union County Ohio, and she has just cause to fear and does fear one William Wilcox of said County will unlawfully, willfully and maliciously assault shoot and kill her and the children and that he will burn the dwelling house in which she resides and farm out buildings.

Signed. Susan Wilcox

Sworn to and subscribed before me this 21st day of December A.D. 1880.

James Robinson J.P.

Thereupon I requested the complainant to acknowledge herself responsible for costs in case the above case shall be dismissed

Signed. Susan Wilcox. Asa F. Wilcox.

Signed and acknowledged before me this 21st day of December 1880.

James Robinson J.P.

December 21st 1880 Issued warrant against William Wilcox and delivered it to John Riley Constable December 21st 1880 Issued Subpoena for witnesses and delivered to John Riley constable Asa Wilcox, Nancy Wilcox and James Wilcox in behalf of the State January 24th 1880 This day came the said William Wilcox in custody of John Riley constable who made return of the warrant. Endorsed as follows: I took the body of the within named William Wilcox and have him before the Justice James Robinson. Assistance and transportation and board & mileage $3.00 Service, $4.00 assistance and transportation $7.50 Holding prisoner $1.50 Total $12.40 Jan 24th 1881. John Riley Constable

January 25th 1881 Issued subpoenas for defendants witnesses Lemuel Lapet J. P. Allen and delivered the same to John Riley constable Jan 25th 1881. Subpoena for state returned indorsed, Received this writ and afterwards served the same in the manner and at the time shown by the annexed list and table, that is I read this writ to those

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John Riley Constable

January 25th 1881 9 o'clock A.M. The Defendant appeared, tried and Susan Wilcox, A Wilcox, J. Wilcox M. Wilcox H. Wilcox & D Wilcox witnesses for the State & William Wilcox, J.P. Allen, Lemuel Lape, witnesses for the Defendant, Sworn and examined and thereupon I find said Offense has been committed and that is cause to believe the Defendant guilty thereof. I therefore ordered him to enter into a recognizance in the sum of $300. And the Defendant not offering sufficient Bail. I issued a mittimus for his commitment and delivered the same to John Riley Constable. Justices Fees $ 3,60 Constables Fees $1,10

The State of Ohio Union County, Jerome Township. ss. I hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me at my Office in said Township in the above action.

James Robinson J.P. Witness and Seal.

Afterward on the 17th day of May 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

State of Ohio.

vs.

William Wilcox

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and also comes Susan Wilcox, the Complainant and William Wilcox the Defendant in accordance with the conditions of the recognizance entered into by said Defendant before James Robinson a Justice of the Peace, and filed in the Office of the Clerk of the Court. And thereupon upon full consideration of the evidence it is ordered and adjudged that the said William Wilcox do forthwith enter into a recognizance in the sum of Two Hundred Dollars with good and sufficient security to be of good behavior and to keep the peace with all persons and particularly with the said Susan Wilcox for the term of one year next hereafter and in default of such security that he be committed to the jail of this County, there to remain until he shall comply with this order, or be otherwise legally discharged, and that he pay the costs of this prosecution for which execution is awarded.

Attest. W. M. Winget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 25th day of April 1881.

Heretofore to wit: on the 18th day of December 1880 the following Transcript was filed with the Clerk of said Court which reads as follows, viz:

Transcript.

The State of Ohio

vs.

Michael Blue

The State of Ohio Union County ss. Before me D.S. Gard one a Justice of the Peace in and for said County,

Complaint Not made this 12th day of October A.D. 1880 by Rudolph Bender who being duly sworn saith that on or about the 3d day of October A.D. 1880 at the County aforesaid one Michael Blue followed him to his home and there threatened to murder him in his own house, and that he has just cause to fear, and does fear that said Michael Blue will

unlawfully maliciously & willfully shoot and kill him the said Philip Bender
Complaint filed. Warrant issued for the defendant to W. H. Robinson
Constable of said County who made return as follows. Towit: Nov. 23d 1880
I have the body of the within named Michael Blue now in Court.
W. H. Robinson Constable

Subpoenas issued for the following witnesses, to-wit: James Huggark. H. Chapman, and Sarah Bender, Nov. 23d 1880 required to appear forthwith. Return made on Subpoenas as follows, to-wit:
Nov. 23d 1880 I have served the within writ on Sarah Bender H. Chapman and James Huggark personally.
W. H. Robinson Const'l.

Defendant arraigned before me, the said Justice, on the 28th day of November 1880. and upon hearing said Complaint, pleaded "Not Guilty" to the same. Continuance required by the Defendant, on account of not having an attorney and the absence of a material witness.

The case, was thereupon continued to December 13th 1880 at 9 o'clock A.M. and the defendant required to give bail in the sum of Two Hundred Dollars for his appearance at said time before me the said Justice of the Peace, and to abide the Judgment of the Court, and not to depart without leave. Bail given as required, and prisoner set at liberty until said adjourned day. the above named witnesses were recognized to appear on said adjourned day, and at said time. December 10th 1880 issued Subpoenas for the following witnesses on behalf of the Defendant. Levi Roseberry, Elliott Williams, A. A. Mather, J. L. Price, Charlotte Price, Clinton Butler, Jay Randall, Mrs. Rodney Randall. 13th day of December 1880 9 A.M. issued Subpoena for Deft. for the following witnesses Wm Williams and D. S. Axton. Dec 13th 1880. Subpoena returned endorsed, Received this writ on the 11th day of Dec 1880. and served the same by reading, on the 13th day of December 1880. Mrs. Rodney Randall, not found.
W. H. Robinson. 2d Subpoena returned served the same on witness personally.
W. H. Robinson Constable.

Trial had on the 13th day of December 1880. the Parties being present. Witnesses sworn and examined on behalf of the State to-wit: Philip Bender, James Huggark, H. Chapman, and for Defendant, Elbert Williams, A. A. Mather, J. L. Price, Clinton Butler, Jay Randall, William Williams, & L. Axton Michael Blue.

It is thereupon, on said day, by me, the said Justice of the Peace, adjudged and ordered that the said Defendant, Michael Blue, enter into a recognizance with good and sufficient sureties in the sum of Two Hundred Dollars for his appearance on the first day of and at the next term of the Common Pleas Court holden in and for said County and abide the Judgment of the Court, and not depart without leave, and in the meantime to keep the peace and to be of good behavior generally, and especially toward complainant: and that he pays the costs herein taxed at $. Recognizance given as required and defendant discharged according to law. I have bound by their own recognizance to appear and testify before said Court the following Witnesses to wit. Philip Bender, James A. Huggark, H. Chapman.

S. S. Gardiner Justice of the Peace.

Justices Fees, $ 6,35 Constables Fees $8,65

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State of Ohio. Union County Claibourne Township ss. I do hereby certify that the above is a true and correct copy from my Docket of the proceedings had by and before me at my Office in said Township. in the above action. Dec. 13" 1880. S.S. Gardner Justice of the Peace.

Afterward on the 27" day of January 1881 the following entry was filed with the Clerk of said Court which reads as follows, viz:

Entry. State of Ohio vs Michael Blue } Now comes Lamson & Benton Attorneys on behalf of the State of Ohio. and also come Philip Bender. the complainant and Michal Blue Defendant in accordance with the conditions of the Recognizance entered into by said Defendant before S.S. Gardner a Justice of the Peace. and filed in the Office of the Clerk of this Court and therefore upon consideration of the full evidence it is ordered and adjudged that the said Michael Blue do forthwith enter in to recognizance in the sum of One Hundred Dollars with good and sufficient security to be of good behavior and keep the peace with all persons, and particularly with the said Philip Bender, for the term of One Year next hereafter and in default of such Security that he be committed to the Jail of this County, there to remain until he shall comply with this order or is otherwise legally discharged and that he pay the costs of this prosecution for which execution is awarded and the said Defendant and Harry Blue as his security entered into a recognizance as above required

Afterward on the 21st day of May 1881 the following entry was made on the Journal of said Court which reads as follows. viz:

Entry. The State of Ohio. vs. Michael Blue. } This day came the parties by their Attorneys and thereupon this cause came on to be heard upon the motion of the plaintiff to set aside so much of the entry made at the former term of this Court as shows that the said Defendant gave bond as required by said entry. And the said entry is to stand in full force except as hereby set aside

Attest. W. W. Winget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville. within and for the County of Union and State of Ohio. on the 25" day of April 1881. Hereto fore to-wit: on the 28" day of July 1880 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition. Mansfield Banking Company of Mansfield, Ohio. vs. William W. Bales, Admr. of the Estate of William Bales. deceased and William W. Bales. } In the Court of Common Pleas of Union County, Ohio,

The plaintiffs say: That they are a copartnership organized under the laws of and doing business in the State of Ohio under the firm name

of Mansfield Banking Company. That William Bales deceased (in his lifetime) and the Defendant William W. Bales on the 10th day of January 1877 made and delivered to the plaintiffs their certain promissory note for the sum of $2500 due in Ninty Days from said date with interest at eight per cent. from and after April 10th 1877. A copy of said note with the endorsments and credits thereon is here to attached marked "Exhibit A" and made a part hereof. The following credits appear on said note. "$100 June 1st 1877. Rec'd on the within One Hundred Dollars." Plaintiffs further say: That after the making and delivering to them of said promissory note and before the commencement of this action the said William Bales departed this life and the said Defendant William W. Bales was duly appointed and qualified administrator of the Estate of said William Bales, deceased. That after the appointment and qualification of the said William W. Bales as such administrator to-wit: on the 7th day of May 1880 and before the commencement of this suit the said plaintiffs presented said note duly proved and sworn to the said William W. Bales as such administrator and requested him to allow the same as a valid claim against the estate of the said deceased. But the said William W. Bales as such administrator refused to allow the same as a valid claim against said estate and wholly rejected the same. The said William Bales in his lifetime, did not pay nor has the said defendants William W. Bales, or William W. Bales as adm'r. of the estate of William Bales deceased paid said sum of Money, or any part thereof, except as above set forth. There is due the plaintiffs on said note from said Defendants, the sum of $2427.76 and interest at 8% from the 1st day of June A.D. 1877. Wherefore plaintiffs pray judgment from said Defendants for the sum of $2477.76 and interest thereon at 8% from June 1st 1877 & for costs.

Durlam & Lyman Att'ys. for Pl'ffs

The State of Ohio, Richland County ss. Fred Byrd being duly sworn on his oath says: That he is the Cashier of the Mansfield Banking Co. plaintiff and a member of said firm: That the facts stated and the allegations of the foregoing petition are true as he verily believes.

Fred Byrd

Sworn to before me & subscribed in my presence, this 27th day of July 1880.

Wm. D. Richie Notary Public Richland Co. Ohio.

Copy Note. "Exhibit A" $2500.00

Mansfield Ohio January 10th 1877.

Ninty days after Date, without grace, we, or either of us, as principal debtors, for value received, promise to pay to the order of The Mansfield Banking Company at their Office with eight per cent interest after maturity, Twenty five hundred Dollars. We hereby authorize any Attorney-at-law to appear for us or either of us, at any time after maturity of the above note, in any Court of Record in the State of Ohio or elsewhere, and waive the issue and service of process and confess judgment in favor of the holders of said note against us, or any one or more of us, for the amount of said note and interest, and interest on said judgment at the rate of 8%, together with the costs of suit, and release all errors and waive all right of second trials in said action.

Witness our hands and seals this 10th day of Janry 1877.

William Bales (Seal) William W. Bales. (Seal)

Praecipe

Summons.

Sheriffs Return.

Entry

Answer.

Praecipe — Mr. Clerk: Please issue Summons on the within petition vs. Defendants to Sheriff of Union County, Ohio. Returnable according to law. Amt. claimed $2427 7/12 & Int. @ 8% from June 1st 1877 and oblige.

Afterward on the 29th day of July A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. — The State of Ohio. Union County ss. To the Sheriff of Union County, Greeting:

We command you to notify William H. Bales Admr. of H. Bales dec'd and Wm H. Bales that they have been sued by Mansfield Banking Company in the Court of Common Pleas of Union County, and that unless they answer by the 28th day of August A.D. 1880 the petition of the said Banking Company against them filed in the Clerk's Office of said Court, such petition will be taken as true and Judgment rendered accordingly. You will make due return of this summons on the 1st day of August A.D. 1880.

Witness my hand and the seal of said Court this 29th day of July A.D. 1880.

W. M. Winget Clerk.

Sheriff's Return. — The State of Ohio. Union County s.s. Received this writ July 29th A.D. 1880. at 5 o'clock P.M. And pursuant to its command served the same on the 6th day of August 1880 by delivering to the within named William H. Bales Administrator of H. Bales deceased and H. H. Bales each a certified copy of this writ with the endorsements thereon. Service 5 5/8 Mileage $1.20 Copy 30 Return 5c Total $2.10.

J. J. Miller Sheriff.

Afterward on the 13th day of September 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry — Mansfield Banking Co. vs Wm H. Bales et als } No 3656. Leave granted to Defendants to Ans. by Saturday September 25th 1880.

Mansfield Banking Co vs Wm H. Bales et als } No 3657 Same as above.

Afterward on the 13th of November 1880 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer. — Mansfield Banking Co. vs. William H. Bales Admr. of the estate of William Bales deceased and William Bales. } Court of Common Pleas Union County, Ohio.

The Defendant William H. Bales now comes and in his own behalf files this his Separate Answer to the petition of the Plaintiffs and for his first grounds of defense says: That on and before May 5th 1875 he and one Michael Mectamara and W. W. McClinton constituted a copartnership for doing a general business of Manufacturing in iron in Mansfield, Richland County, Ohio, and as such copartnership became and was indebted on and before said date, to Plaintiff in the sum of Three Thousand Dollars $3000 and as an evidence of said indebtedness the said copartnership made and delivered to Plaintiff its promisory Note for $3000. Dated May 5th 1875 and due in five Months from the date thereof.

The said note was signed by the said William Bales deceased as surety only, and is here to attached marked, "Exhibit A" This said

note was never paid except in part and the said indebtedness has been frequently renewed. And the note sued on in this action is the identical indebtedness above mentioned, rendered by payments made by said William Bates in his life time, down to the face of the note described in the petition. On or about the same date May 5th 1875 and while the said indebtedness was outstanding in favor of the plaintiff as above mentioned, the said copartnership of which this defendant was a member was the owner of a large and valuable amount of promissory notes hereinafter described and to secure to plaintiffs the before mentioned indebtedness this Defendants said copartnership delivered to plaintiff, and plaintiff accepted as collateral Security for the payment of said indebtedness the following described promissory notes:

One note on	J. B. McClinton & Co.				$1100
" " "	J. M. Johnston	dated October 23d 1874	due	October 23d 76.	550
" " "	Dobbs & Bolds	" November 2d 1874	"	May 2nd 1875.	575
" " "	" "	" " "	"	Nov 2nd 1875.	575
" " "	" "	" " "	"	May 2d 1876	575
" " "	Shoultz & Vandassel	" March 14th 75	"	Mch. 14th 75	825
" " "	" "	" " "	"	" " 76	825
" " "	S. Morse & Son	" May 22d 74			250
" " "	" "	" " "	"	" 22d 75	250
" " "	J. H. Miller	" May 25th 74	"	May 25th 76.	500
		Total Amount.			$6023-

This defendant states that the foregoing promissory notes were delivered by his said copartnership to the plaintiff to secure the payment of said indebtedness and that the plaintiff accepted the same as collateral security for the payment thereof and by said delivery and acceptance the plaintiff was vested with the legal title therein with the full right to enforce the collection thereof. This defendant states that in said transaction of delivery he was not the managing agent thereof but he says that he has been informed and believes and from such information and belief avers that all proper indorsements were made on said notes to pass the legal title thereto and from such information and belief he avers that at the date of the delivery of said notes and at the times they severally became due they were all worth their face value and were collectable at law. This Defendant say that by the said acceptance of the said notes aforesaid for the purpose mentioned, the plaintiff undertook and agreed to be diligent and active in the collection of the said promissory notes when they should become due or were due and use all lawful means to collect the same and to credit the proceeds arising therefor to the payment of said indebtedness. But this defendant states that the said plaintiff was not active and diligent in the collection thereof and that it was negligent and dilatory in the collection thereof and did not use the means at its disposal to collect the same nor did it make any effort whatever to collect them or any one of them until a long time after they became due, although this defendant and others of the firm urged the said plaintiff to enforce the collection thereof.

This defendant further states that the said plaintiff has neglected

and refused to give to these defendants or to any member of said copartnership a statement of their transactions concerning their collateral or to render and deliver to them an account thereof and to credit any sum arising therefrom on said indebtedness although frequently by this defendant and other members of said copartnership requested so to do. This defendant further states that the note sued on in the petition is a portion of the indebtedness first herein set out and that although the name of William Bales appears first thereon the said Bales was in fact but surety for the payment of the said debt all of which the plaintiff well knew at the taking of said note sued on.

This defendant further states that he was not the managing agent for the said copartnership but the business management thereof was transacted largely by another member thereof and he says he is informed and believes and from such information avers that the valuable notes & chattles the property of said copartnership were delivered to the said plaintiff as collateral security for the payment of said indebtedness but of the kind amount or value he is ignorant, and he says that he has no means of ascertaining but he says the books of the plaintiff will disclose or ought to disclose a full statement of transactions between the plaintiff and the said copartnership.

This defendant states that he is ignorant of the amount, if any, collected by plaintiff on said collateral but he says that by reason of the premises before set out he has been injured in the amount of Six Thousand & Twenty Five ($6025) Dollars with interest on the several promisory notes from the time they severally became due.

He therefore asks that the plaintiff may be offset in its claim to the Amount thereof; that an account may be had concerning the amount plaintiff has received on said collaterals; for judgment against the plaintiff for the amount found due this defendant in excess of the plaintiff's demand as set out in its petition; that the plaintiff may be required to answer under oath to the interogatories hereto and marked Exhibit B. and he asks for all proper relief in the premises.

Second defense: For his second ground of defense this defendant says that on the 5th day of May A.D. 1876 he and others constituted a copartnership doing business in Mansfield Ohio and on that day they executed and delivered to the plaintiff herein their promisory note of Three Thousand dollars as an evidence of indebtedness therefore existing a copy of which is here to attached marked "Exhibit A". The said note and indebtedness was renewed to plaintiff as follows.

Second note given October 11th	1875	due in 90 days	for	$ 3000
Third " " Janry. 11th	1876	" " " "	"	2686.
Fourth " " April 13th	1876	" " " "	"	2500
Fifth " " July 12th	1876	" " " "	"	2500
Sixth " " October 12"	1876	" " " "	"	2500
Seventh " " Janry 10th	1877	" " " "	"	2500.

At the date of the note first herein mentioned to-wit May 5th 1876 the plaintiff unlawfully exacted, demanded and received and this defendant paid to plaintiff interest thereon at the rate of 12% per annum to-wit: the sum

of $150. and at the next renewal October 11th 1875 the defendant paid to plaintiff the sum of $90 as interest thereon: at the next renewal Janry 11th 1876. the defendant paid to plaintiff as interest on said renewal note the sum of $80.50. at the next renewal April 13th 1876 the defendant paid to plaintiff the sum of $75.00 as interest thereon: at the next renewal July 12th 1876 the defendant paid to plaintiff the sum of $75.00 as interest thereon; At the next renewal Oct. 12th, 76. the defendant paid to plaintiff the sum of $75.00 as interest thereon and at the next renewal defendant paid to plaintiff the sum of $75.00 as interest thereon.

The plaintiffs exacted, demanded and recevid from defendant the following sums of Money in excess of legal rate of interest at the times following to wit the date of said original note and the renewals thereof. $75.00 May 5th 1875: $45.00 October 11th 1875: $40.29 Janr. 11th 1876. April 11th 1876. $37.50: July 12th 76 $37.50: Oct. 12th 1876 $37.50 and Janr. 10th 1877 $37.50.

Answer.

Thus defendant therefore states that said sums are illegal, usurious and in excess of the legal rate of interest and he asks that sums may be credited on said indebtedness at the times respectfully stated and that said indebtedness may be calculated at the legal rate of interest with rests in the payments aforesaid.

M. Lawrence. Hamilton & Henderson Attys for Wm. Bales

State of Ohio, Union County ss. Personally appeared before me William H. Bales who being by me first duly sworn according to law. says that the facts stated and allegations contained in the foregoing answer are true as he verily believes. Wm H. Bales.

Sworn to before me by William H. Bales and by him subscribed in my presence this 13th day of November 1877.

W. M. Wright Clerk.

Interrogatories referred to in defendants just ground of defense to be answered by plaintiff under oath and referred as "Exhibit B"

1st State when the debt first arose for which the note of $3000 dated May 5th 1875 was given. 2d State whether any collateral was deposited with you to secure the payment of said indebtedness before said date of May 5th 1875 by Michael McNamara M. M. McClenton or either of them, or any one of them or any for said co partnership and if so state fully the kind, character & value of said collateral. 3d. State whether you have ever received any other collaterals or securities on said indebtedness and if so state when, the kind, character, amount & value thereof. 4th State fully the amounts you have collected on said collaterals or securities, what attempts you have made to enforce the collection or to realize on said collaterals, or securities, and when you have so attempted. State fully concerning them.

Copy of Note.

"Exhibit A" $3000 Mansfield, Ohio. May 5th 1875.

Five Months after date, we or either of us as principal debtors, for value received, promise to pay to the order of The Mansfield Banking Company, waiving any payment, or extention may be made after due at their office. Three Thousand Dollars. We hereby authorize any Attorney at law to appear for us or either of us at any time after the maturity of the above note, in any Court of Record in the State of Ohio, or elsewhere and waive the issue and service of process, and confess ju
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confess judgment in favor of the holders of said note against us or any one or more of us for the amount of said note and interest, and interest on said judgment at the rate of eight per cent, together with the costs of suit, and release all errors, and waive all right of second trial in said action. Witness our hands and seals this 5th day of May, 1875.

M. M. McClinton & Co [seal] Wm Hilton Bales [seal] M. M. McClinton [seal] Wm Bales [seal]

Afterward on the 16th day of Nov. 1880. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer.

Mansfield Banking Company
of Mansfield, Ohio,
vs.
William H. Bales Administrator
of the Estate of William Bales
deceased, and William Bales

Court of Common Pleas Union Co. Ohio

The defendant William H. Bales now comes, and as administrator of the estate of William Bales deceased, files this his separate answer and for his first ground of defense says:

That on and before May 5th 1875. he and one Michael McNamara and M. M. McClinton constituted a copartnership for doing a general business of Manufacturing in Iron in Mansfield, Richland County, Ohio, and as such copartnership became and was indebted, on and before said date, to plaintiff in the sum of Three Thousand Dollars ($3000) and as an evidence of said indebtedness, the said copartnership made and delivered to plaintiff its promissory note of that date and due in five months from the date thereof, for said sum of $3000. The said note was signed by said William Bales, but as surety only, and said original note is attached to the answer of the said William H. Bales filed herein in his own behalf.

The said note has never been paid except in part and the said indebtedness has been frequently renewed and the note sued on in this action is the identical indebtedness above mentioned, reduced by payments made by the said William Bales in his life time down to the face of the note described in the petition. On or about said date of May 5th 1875 and while the said indebtedness was still outstanding in favor of plaintiff as above mentioned, the said copartnership of which this defendant is a member, was the legal owner and holder of a large and valuable amount of negotiable promissory notes hereinafter described and to secure to plaintiff the before mentioned indebtedness this defendant said copartnership delivered to plaintiff and plaintiff accepted, as collateral security for the payment of said indebtedness, the following described promissory Notes:

One note on	J. B. McClinton & Co			$1100.
" " "	J. M. Johnston	dated Oct. 28d 74.	due Oct. 28d 74	550
" " "	Dobbs & Bolds	" Nov. 2d 74	" May 2d 75	375
" " "	"	" " " "	" Nov. 2d 75	375
" " "	"	" " " "	" May 2d 76.	375
" " "	Sheriff & Vantassel	" Mch. 14th 73	" Mch 14th 75.	825
" " "	"	" " " "	" 76	825
" " "	S. Morse & Sons	" May 22d 74.		250
" " "	"	" " "	" Mch 22d 75.	250.
" " "	J. K. Miller.	" May 25th 74	" May 25th 76	500.
		Total Amount.		$6025.

The foregoing described promissory notes were delivered by the said copartnership to the plaintiff to secure the payment of the said indebtedness, and the plaintiff accepted the same as collateral security for the payment thereof, and by said delivery and acceptance the plaintiff was vested with the legal title thereto with the full right to enforce the collection thereof. This defendant states that in said transaction & delivery he was not the managing agent thereof, but he says that he has been informed and believes, and from such information and belief he avers that all proper and necessary indorsements were made on said promissory notes to pass the legal title thereto to the plaintiff, and from such information and belief he avers that at the date of the delivery of said notes, and at the times they severally became due they were all worth their face value and were collectable at law.

This defendant says that by the acceptance of the before described notes for the purpose before mentioned the plaintiff undertook and agreed to be diligent and active in the collection of said promissory notes when they were due or should become due, and to use all lawful means to collect the same and to credit the proceedings arising therefrom to the payment of said indebtedness. But this defendant says that said plaintiff was not active and was not diligent and that it was negligent and careless and dilatory in the collection thereof and in its attempt to collect the same and it did not use the means in its control to collect the same nor did it make any effort to collect them, or any of them, until a long time after they became due, although the said William Bales in his lifetime, and other members of the said copartnership, did repeatedly request and urge the plaintiff so to do. This defendant further states that plaintiff has neglected and refused to give to the said William Bales, in his lifetime, or to this Defendant or to any member of the said copartnership, a statement of their transactions, concerning said collaterals, or to render and deliver to any of them an account thereof, and to credit any sum arising therefrom on said indebtedness, although by the said William Bales in his lifetime and other members of said copartnership requested so to do.

This defendant states that the note sued on in this action is a portion of the indebtedness first herein described, and that although the name of the said William Bales deceased appears first thereon, the said Bales was in fact but surety thereon. For the payment of the said note all of which the plaintiff well knew at the taking of the said note so sued on.

This defendant further state that he was not the managing agent for the said copartnership, but that the business & management thereof was transacted largly by other members of said copartnership but he says that he is informed and believes and from such information and belief avers that other valuable notes and chattles the property of the said copartnership were delivered to the said plaintiff as collateral security for the payment of said indebtedness but of the kind, amounts or value he is ignorant, and he says that he has no means of ascertaining; but he says that the plaintiff has full knowledge concerning the same, and of all transactions between the plaintiff and these defendants and

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the members of the said copartnership. This defendant as such administrator states that he is ignorant of the amount, if any, collected by plaintiff on said collaterals, but he says that by the reason of the premises herein before set out, he has been damaged in the amount of the claim of the plaintiff set out in his petition. This defendant as such administrator therefore asks that the plaintiff may be offset in its claim to the amount thereof; that the plaintiff may be required to account herein for the amount it has received and realized on the said collaterals; that the plaintiff may be required to answer under oath the interrogatories hereto attached and marked "Exhibit A" and he asks for all proper relief in the premises.

Second defense. That on and before May 5th 1875 he and one Michael McYeats and W. M. McClinton constituted a copartnership for doing a general business of manufacturing iron in the city of Mansfield, Richland County, Ohio and as such copartnership became and was indebted to the plaintiff on said date in the sum of Three Thousand $3000. Dollars, and as an evidence of the said indebtedness made and delivered to plaintiff its promisory note of that date for $3000. due in five months from the date thereof.

The said William Bales signed said note as surety only, and the said note is attached to the answer of William H. Bales herein and referred to in said answer and marked "Exhibit A". The said note was never paid except in part and the said indebtedness has frequently been renewed, and the note sued on in this action is the identical indebtedness above mentioned, reduced by payments made by said William Bales, in his life time, down to the face of the note described in the petition.

On or about the said date of May 5th 1875, while the indebtedness was still outstanding, in favor of the plaintiff as above mentioned, the said copartnership of which the defendant was a member was the legal owner and holder of a large and valuable amount of promisory notes, herein after described, and to secure to the plaintiff the indebtedness herein before mentioned, this defendants said copartnership delivered to plaintiff, and plaintiff accepted as collateral security for the payment of said indebtedness the following described promisory notes:

One note	of J. B. McClinton & Co.			$1100
"	" " J. M. Houston.	dated Oct. 23d 1874	due Oct 23d 1876.	550.
"	" " Dobbs & Bolds	" Nov 2d 1874	" May 2d 1875	575
"	" " " "	" " "	" Nov. 2d 1875	575
"	" " " "	" " "	" May 2d 1876	575
"	" " Shultz & Vantassel	" Mar. 14th 1873.	" Mar. 14th 1875	825
"	" " " "	" " "	" " 1876.	825
"	" " S. Morse & Sons	" May 24th 1874.		250
"	" " " "	" " "	" " 24th 1875.	250
"	" " J. K. Miller	" " 25th 1874	" May 25th 1876	50
		Total Amount.		$6025.

This defendant states that the foregoing discribed promisory notes were delivered by his said copartnership to the plaintiff to secure the payment of said indebtedness and that the plaintiff accepted the same as collateral security for the payment thereof and by said delivery and acceptance the plaintiff was vested with the legal title therein with the full right

to enforce the collection thereof. This defendant states that in said transaction of delivery he was not the managing agent thereof. But he says that he has been informed and believes, and by such information and belief avers that at the date of delivery of said notes all proper and necessary indorsements were made on said notes to pass the legal title thereto in plaintiff, and from such information and belief he avers that at said date of delivery, as aforesaid, and at the times said notes severally became due they, the said notes were worth their full face value and collectable at law. This defendant further states that previous to said date May 5th 1875 the said indebtedness was outstanding and previous to said date the collaterals above mentioned were delivered to plaintiff as aforesaid, and at that date the said copartnership, and each and every one of the members before named were wholly insolvent and unable to meet their debts as they became due which fact, the plaintiff, at the time the said William Bales signed said note, well knew, and at that time the plaintiff solicited the signature of the said William Bales to said note, and to induce the said William Bales so to do, stated and represented to him that there was in its hands a collateral security an amount of good notes, more than sufficient to pay the said just mentioned note, at that time signed by the said William Bales, and this defendant, relying upon the truth of said representations so made by plaintiff as aforesaid, and resting in the belief that the plaintiff would deal with said collaterals as by law it was bound to do, the said William Bales signed said note but as surety only as the plaintiff at that time well knew. This defendant further states that by the acceptance of the said notes as such collateral security the plaintiff undertook and agreed to be active and diligent in the collection of the said promisory notes, when they should severally become due or were due, and to use all lawful means to collect the same and to credit the proceeds arising therefrom to the payment of said indebtedness. But this defendant says that the said plaintiff was not active and was not diligent in the collection thereof and that it was careless, negligent and dilatory in the collection thereof, and did not use the means at its command to collect the same nor did it make any effort whatever to collect them or any one of them until a long time after they became due, although this defendant and the said William Bales deceased and the other members of the said firm, frequently requested and urged the plaintiff to enforce the collection thereof. The defendant further states that the said plaintiff has neglected and refused to give to these defendants or to the said William Bales in his lifetime, or to any member of said copartnership, a statement of its transactions concerning the said collaterals, or to render and deliver to any of them an account thereof, and to credit any sum arising therefrom on said indebtedness, although frequently requested so to do. This defendant further states that the note sued on in this petition is a ballance of the indebtedness first herein set out, and that although the said William Bales name appears first thereon, the said William Bales was in fact

but surety thereon, which facts the plaintiff at the time of taking the note herein sued on, well knew. This defendant further states that he as administrator of the estate of William Bales deceased ought to be released from all liability or obligation on account of the note herein set out in plaintiffs petition and he therefore asks that he as administrator and the estate of the said William Bales deceased may be released and discharged from all liability or obligation on account of the note in the petition herein, and that he may go hence without day and recover of the plaintiff his costs herein expended.

Third defense: The defendant as such administrator now comes and for his third Ground of defense says: That on the fifth day of May 1875 he and others constituted a copartnership doing business in Mansfield Richland County, Ohio, and that at that day in made and delivered to plaintiff herein its promisory note herein for the sum of Three Thousand $3000. Dollars as an evidence of the debt then to fore existing which note is attached to William H. Bales' separate answer herein and referred to as Marked "Exhibit A" The said note and indebtedness was reduced to plaintiff as follows:

Second note given Oct. 11th 1875 due in 90 days for				$3000.
Third	"	"	Jany. 11th 1876. " " " " "	2686
Fourth	"	"	April 13" 1876 " " " " "	2500
Fifth	"	"	July 12" 1876. " " " " "	2500
Sixth	"	"	Oct. 12th 1876. " " " " "	2500
Seventh	"	"	Jany. 10th 1877. " " " " "	2500

At the date of the note first herein mentioned May 5" 1875 the plaintiff unlawfully exacted demanded and received and these defendants paid to plaintiff interest thereon at the rate of 12% per annum to wit: the sum of $150 00 and at the dat of the next renewal Oct 11th 1875 the defendants paid to plaintiff the sum of $90 00 as interest thereon at the next renewal plaintiff reciived the sum of $80.38. at the next renewal, April 13th 1876. plaintiff received the sum of $75.00 as interest thereon at the next renewal July 12th 1876 the plaintiff received the sum of $75.00 as interest thereon: at the next renewal Oct. 12" 1876 the plaintiff received the sum of $75.00 as interest thereon; and at the next renewal Jany 10" 1876 the plaintiff received the sum of $75.00 as interest thereon:

The plaintiff exacted demanded and received from defendants the following sums of Money in excess of the legal rate of interest at the times following, to wit: the date of the said renewals mentioned $75.00 May 5" 1875; $45.00 Oct. 11th 1875; $40.29 Jany. 11th 1876. $37.50 April 13th 1876; $37.50 July 12th 1876: $37.50 October 12th 1876; $37.50 Jany. 10th 1877.

This defendant as such administrator therefore states that said sums are illegal, usurious and in excess of the legal rate of interest and he asks that said sums may be credited on said indebtedness, at the times respectively stated and that said indebtedness may be calculated at the legal rate of interest with rests in the payments as aforesaid.

M. Lawrence, Hamilton & Henderson Attys for Admin

The State of Ohio, Union County ss. Personally appeared before me, William H. Bales, who being by me first duly sworn

says: the facts stated and allegations contained in the foregoing answer are true as he verily believes.
Wm. W. Bales.

Sworn to before me by William W. Bales this 22d day of November A.D. 1880. and by him subscribed in my presence at the same time

W. M. Wright Clerk.

Interogatories referred to in defendants first ground of defense as marked Exhibit A" and required to be answered by plaintiff under oath: 1st State when the debt first arose, for which the note of $3000 dated May 5th 1875 was given. 2d. State whether any collaterals were deposited with you to secure the payment of said indebtedness before said sale of May May 5th 1875 by Michael McNamara, M. M. McClinton or either of them, or any one of them or by any one for the said copartnership, and if so state fully the kind, character & value of said collaterals.

3d. State whether you have ever received any other collaterals or securities on said indebtedness and if so state to them, the kind, character, amount & value thereof. 4th State fully what amounts you have collected on collaterals or securities, what attempts you have made to collect or to realize on said collaterals or securities and when you have so attempted if ever. State fully concerning them.

Afterward on the 10th day of January 1881 the following Entry was filed with the Clerk of said Court which reads as follows:

Entry.

Mansfield Banking Company of Mansfield, Ohio.
vs.
William W. Bales admr of Wm Bales deceased and William Bales.

Union Common Pleas.

This day this cause came on and by agreement of parties is continued. The answers of the defendants are considered filed. Leave to withdraw motion for continuance filed by defendants, and leave to plaintiff to file replies and the same filed.

Afterwards on the 10th day of January 1881 the following Reply was filed with the Clerk of said Court which reads as follows, viz:

Reply.

Mansfield Banking Company of Mansfield, Ohio.
vs.
William W. Bales admr of Wm Bales deceased and William W. Bales.

In the Court of Common Pleas of Union County, Ohio

Plaintiff says: It is true that the said firm consisting of Michael McNamara, M. M. McClinton, and the Defendant William W. Bales was prior to the 5th day of May 1875. partners and that said firm was before and then indebted to plaintiff in the sum of $3000 00 and plaintiff says: prior to that time the said firm was doing business under the firm name of McNamara, McClinton & Co and that said indebtedness was evidenced by a promisory note for the same Signed McNamara, McClinton & Co M. M. McClinton Wm W. Bales and William Bales, the same being the joint and several notes of

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all of said parties and their joint and several indebtedness.
It is not true that on the 5th day of May 1875 as alleged in the 1st & 2d grounds of defense or at any other time or at any time thereafter the said firm of McNamara, McClinton & Co consisting of Michael McNamara, W W McClinton and William H. Bales to secure said indebtedness or as evidence thereof made or delivered to plaintiff its promisory note for $3000.00. But the facts are that in payment of said first named note of McNamara, McClinton & Co. W.W. McClinton Wm H. Bales and Wm Bales they plaintiffs took the note a copy of which is attached to the answer of Wm H. Bales:
That said note never was executed by the firm of Michael McNamara W.W. McClinton and William H. Bales as a firm or in their firm name but is and was the note of other parties and the said note was not a renewal but was received in full payment of said former note and the same was surrendered and cancelled. That it is not true that said note marked Exhibit ("A") has never been paid but on the contrary it was fully paid and surrendred on the 11th day of January 1876. and as last payment thereof these plaintiffs received the promisory note of William Bales dec'd. and William H. Bales for the sum of $2686 cts payable thirty days from that date, which last named note was renewed April 13th 1876 less $186 cts which had in the meantime been paid. That said last named note being $2500 cts was again renewed in like amount July 12th 1876 by note of William Bales and William H. Bales which last named note was again renewed Jany 10th 1877. which note is the one in suit. That William Bales deceased, is and was principal upon all the above named notes and not surety. As to whether the said firm of McNamara, McClinton & Co was the owners of said notes named by defendants, plaintiff has no means of ascertaining nor have they facts sufficient or information to enable it to form a belief and they deny said ownership.
That it is not true that the said McNamara, McClinton & Co or any person for them ever delivered to plaintiff as collateral security for said indebtedness either or any of said notes, nor did plaintiff ever accept or receive them as collateral to said indebtedness any or either of said notes described in defendants answer. It is not true that at the time of the alleged delivery of said notes the same were good or collectable. But on the contrary at said date said notes were wholly worthless and the makers thereof were solvent save and except Shoultz and Vantassel and J. H. Miller. Plaintiff further says: that it is not true that they undertook and agreed to any diligence in reference to the collection of said notes nor did they agree to credit the same Nor did plaintiff agree to credit the proceeds of said notes or any part thereof upon said indebtedness. Plaintiff says it is not true that they were not active and diligent in collecting said notes, nor was it negligent or dilatory in the collection thereof. Nor is it true that they did not make any effort to collect the same but on the contrary plaintiff was prompt and diligent in endeavoring to collect and collecting all of said notes that were collectable and plaintiff did credit the net proceeds of all said collectable notes on the indebtedness of McNamara, McClinton & Co, for which they were pledged as collateral. That a full account of said indebtedness is given

in plaintiffs answer to defendants interrogatories herein;
It is not true that plaintiffs have ever refused an account of said
transactions concerning said collaterals to any member of the firm
of McNamara, McClinton & Co or to any person interested therein; Nor
have they ever been requested so to do, but on the contrary plaintiffs
Bank books give a full history of all of said transactions and are open
to the inspection of any interested party. That it is not true that
the note in suit is for said first named indebtedness or any part
thereof. Nor is it true that William Bales deceased was surety
on said note in suit. That it is not true that any other or any
valuable note or notes or property of any kind were delivered to plain-
tiff as collateral security for said indebtedness or any of the notes
in suit grew. Plaintiff says: it is not true as alleged by def-
endant in his 2d. defense that the note given on the 5th day of May 1875
by said firm of McNamara, McClinton & Co to plaintiffs was ever re-
newed, but on the contrary was paid and wholly cancelled
Wherefore plaintiffs pray as in their petition.
Durland & Layman Pltffs Attys.

State of Ohio. Richland County ss. Fred Byrd being duly sworn
on his oath says that he is cashier for plaintiffs and a member thereof
that the facts stated and the allegations of the foregoing reply are true
as he verily believes.
Fred Byrd.
Sworn to before me and subscribed in my presence this 8th day
January 1881
Seal
William Richie Notary Public Richland Co, Ohio

Now comes Fred Byrd being cashier of plaintiffs and a mem-
ber thereof and being first duly sworn answers the interrogatories of
the defendants under oath, as follows: Answers to interrogatories
of William W. Bales as admr. and in his separate answer.

No 1 Answer to interogatory No 1. The indebtedness secured by the
$3000 00 note of May 5th 1875 signed by M. McClinton & Co, Wm Wilton Bales
M. McClinton & William Bales, did arise as follows: May 5th 1875 the
plaintiff held a promisory note against a firm of McNamara, Mc
Clinton & Co. M. McClinton, William W. Bales and William Bales for
$3000 00 said note was for borrowed money from plaintiff On the
said 5th day of May 1875 the said note was paid and plaintiffs received
in payment thereof the said note of M. McClinton & Co. William W. Bales
M. McClinton & William Bales. On Janu 11th 1876 M. McClinton & Co having
failed and the assets having gone into the hands of William W. Bales and
William Bales, they assumed said indebtedness upon said $3000 00
note of May 5th 1875 which then had been reduced to $2686 00 and at the
request of William W. Bales and William Bales plaintiff received the
individual note of William Bales and William W. Bales for the $2686
then due upon said $3000 00 note of M. McClinton & Co. Wm W Bales.
M. McClinton & William Bales, and surrendered said last named
note as fully paid. April 13th 1876 said $2686 00 was reduced by payments
to $2506 00 at which time the $2628 00 Note was taken up and paid by
a note for $2500 00 signed by William Bales & William W. Bales which
note run until July 12th 1876 when it was renewed by a $2500 00 note

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signed by William Bales and William H. Bales which run until Jan'y. 10th 1877. when it was removed by the note in suit.

No 2. Answer to second Interogatory. No collaterals were deposited with plaintiffs to secure any of said indebtedness before the date of May 5th 1875 or at any other time by Michael McNamara. M. McClinton and William H. Bales or either of them or by any person for them or either of them nor any of said copartnership. There never were any collaterals of any kind by any persons placed in the hands of plaintiffs to secure said indebtedness and they hold no security on said notes whatever.

No 3. Answer to 3d Interogatory. Plaintiffs have never received any other collaterals or securities on said indebtedness

No 4 Answer to 4th Interogatory. The answer to the above interogatories fully answers the 4th interogatories. But as there were large dealings and collaterals deposited to secure other indebtedness of McNamara McClinton & Co. and M. McClinton & Co. and those are probably the collaterals inquired for; plaintiffs stat that a note signed J. B. McClinton & Co for Five Hundred Dollars. was deposited with them as collateral on a note dated Oct. 2d 1874. for $2665.60 signed McNamara. McClinton & Co and H. McClinton. That J. B. McClinton & Co was at the time insolvent and all the members of the firm were insolvent and both the firm and members have ever since been insolvent and are still so. that plaintiff made efforts to collect the same through one of the Salem Banks but did not succeed.

Plaintiff received another note signed J. B. McClinton & Co from McNamara, McClinton & Co for $600.00 taken as collateral to a note bearing date Jany 25th 1874. for $700.00 signed McNamara, McClinton & Co. but nothing realized thereon. for reasons above set forth.

Plaintiff received a note of $550.00 signed J. M. Johnston from McClinton & Co. to secure a note for $2000.00 date of June 21st 1875 signed M. McClinton & Co. M. McClinton and William H. Bales said collateral was wholly worthless. Plaintiffs sent the same by express for collection to Ft. Wayne. Ind. it was returned plaintiff then placed in in the hands of L. B. Prust. Atty. for collection it went into suit in Ft. Wayne Ind. and is now in the Supreme Court of that state. Nothing made but a large bill for Atty's fees left for plaintiffs to pay a portion of which they have paid. Plaintiffs further say that they have received as collateral in same notes as above signed Dobbs & Bolds for $675. each and that Dobbs and Bolds were at the time and still are wholly insolvent. The were secured by Chattle Mortgage on an old steam Engine which plaintiff Forecloed and sold at Judicial Sale but on payment of costs and Atty's fees nothing was realized to apply on note for which they were given as collateral said notes are wholly worthless. Plaintiff also received two notes signed Schultz & Vantassel for $825.00 each said notes were given by McNamara, McClinton & Co first to secure a note of $2000.00 but upon arraignment of that note the same notes were deposited by them to secure a note of $2665.60 signed McNamara, McClinton & Co. McClinton & Co & J. H. McClinton. These notes were collected and credited

on said note: Plaintiff also received two notes $250. each signed L Morse & Sons from McNamara, McClinton & Co as collateral on a note of $400 00 made by said firm said notes were placed in the hands of S.B. Priest our atty for collection. and nothing made because of the insolvency of the parties Plaintiff also received from McNamara, McClinton and Co a note signed J.H. Miller for $300 00 as collateral on their note of $500 00 which said note has been recently collected and applied. That on the notes for which said collaterals were given all the funds realized or that could be realized thereon were applied to the extinguishment of the debts, and a large amount still remains unpaid.

Fred Byrd.

State of Ohio, Richland County ss. Fred Byrd being duly sworn on his oath says he is a member of the plaintiff that the answers to the interrogatories above set forth are true as he verily believes.

Fred Byrd.

Sworn to before me and subscribed in my presence this 7th day of January A.D. 1881.

Wm H. Richie Notary Public. R de Ohio

Afterward on the 10th day of Jany 1881. the following Reply was filed with the Clerk of said Court. which reads as follows viz:

Mansfield Banking Company
of Mansfield, Ohio.
against
William H. Bales admr of
Wm Bales dec'd & Wm H. Bales

In the Court of Common Pleas of Richland Co

Reply.

Plaintiff says it is true as alleged by defendant in his first and second grounds of defense that the said firm of Michael McNamara, M.M. McClinton and the defendant, Wm H. Bales was prior to the 5th day of May A.D. 1875 partners, and that said firm was before and then indebted to plaintiffs in the sum of $3000 00 and plaintiffs say that prior to that time the said firm was doing business under the firm name of McNamara, McClinton & Co and that said indebtedness was evidenced by a promisory note for the same signed McNamaras McClinton & Co M.M. McClinton, Wm H. Bales & William Bales. the same being the joint and several notes of all of said parties, and their joint and several indebtedness It is not true as by defendant alleged in his 1st 2d & 3d grounds of defense, that on the 5th day of May 1875 or at any other time, or at any time thereafter the said firm of McNamara, McClinton & Co. consisting of Michael McNamara M.M. McClinton and the defendant Wm H Bales to secure said indebtedness or as evidence thereof made or delivered to the plaintiffs their promisory note for $3000. But the facts are that in payment of said first named note of McNamara, McClinton & Co. M.M. McClinton Wm H. Bales and William Bales these plaintiffs took the note a copy of which is attached to the answer of Wm H. Bales that said note never was executed by the firm of Michael McNamara, M.M. McClinton & Wm H Bales as a firm on in their firm name but is, and was the note of other parties and the said note was not a renewal but was received in full payment of said former note and the same was surrendered and can-

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called. That it is not true as alleged in the first and second defenses of this defendant that the said note marked Exhibit "C" has never been paid but on the contrary it was fully paid and surrendered on the 11th day of January 1876. and as part payment thereof these plaintiffs received the promisory note of William Bales, and Wm T. Bales for the sum of $2686.00 payable ninety days from that date which last named note was renewed April 13th 1876. less $186.00 which had in the meantime been paid: that said last named note being $2500.00 was again renewed in like amount, July 12th 1876. by note of William Bales and Wm T. Bales; which last named note was again renewed Janry 10th 1877. which note is the one in suit. That William Bdles deceased is and was principal upon all of said above named notes and not surety. As to whether the said firm of McNamara, McClinton & Co. was the owners of said notes named by defendant, plaintiffs have no means of ascertaining, nor have they facts sufficient or information to enable them to form a belief and it denies said ownership. That it is not true that the said McNamara, McClinton & Co. or any person for them ever delivered to plaintiffs as collateral security for said indebtedness either or any of said notes nor did plaintiffs ever accept or receive them as collateral to said notes described in defendants answer. It is not true as set forth in the 1st & 2d defenses of this defendant that at the time of the alleged delivery of said notes the same were good or collectable but on the contrary at that date said notes were wholly worthless and the makers thereof were insolvent save and except Shoultz & Vantassel and J. H. Miller. Plaintiffs deny that they ever solicited the said William Bales deceased to sign said promisory note or notes and it denies that it ever told said Bales that there was in their hands as collateral security an amount of good notes more than sufficient to pay said first mentioned note or any part thereof. Nor is it true that at the time of signing said notes the said William Bales relied upon there being such collateral security in the hands of plaintiff, but on the contrary knew there was not.

Plaintiffs further say that it is not true as alleged in the first & second defenses of this defendant that they undertook or agreed to any diligence in reference to collection of said notes, nor did they agree to credit the same, nor did the defendant agree to credit the proceeds of said notes or any part thereof upon said indebtedness.

Plaintiffs say it is not true as alleged in the 1st & 2d defenses of this defendant that they were not active and diligent in collecting said notes nor were they negligent or dilatory in the collection thereof. Nor is it true that they did not make any effort to collect the same, but on the contrary plaintiffs were prompt and diligent in endeavouring to collect and collecting all of said notes that were collectable and plaintiff did credit the net proceeds of all of said collectable notes on the indebtedness of McNamara, McClinton & Co for which they were pledged as collateral. That a full account of said indebtedness is given in plaintiffs answer to defendants interrogatories. It is not true as alleged by defendant in his first & second defenses that plaintiffs have ever

refused an account of said transactions concerning said collateralls to any member of the firm of McNamara, McClinton & Co. or to any person interested therein: nor have they ever been requested so to do. But on the contrary plaintiffs Bank books give a full history of all transactions and are open to inspection of any interested party. That it is not true as alleged in the 1st & 2d defenses of this defendant, that the note in suit is for said first named indebtedness or any part thereof nor is it true that William Bales dec'd. was surety on said note in suit. Nor is it true that any other or any valuable note or notes or property of any kind were delivered to plaintiffs, as collateral security for said indebtedness or any of the notes out of which the note in suit grew.

Plaintiffs say it is not true as alleged by defendant in his 3d defense that the note given on the 5th day of May 1875 by said firm of McNamara McClinton & Co. to plaintiff was ever renewed but on the contrary was paid and wholly cancelled. Therefore plaintiff prays as in their petition.

Durlam & Leyman Pltff Attys

State of Ohio Richland County ss. Fred Byrd being duly sworn on his oath says that he is the cashier of Plaintiffs and a member thereof That the facts stated and the allegations of the foregoing reply are true as he verily believes

Fred Byrd.

Sworn to before me & subscribed in my presence this 8th day of Jany 1881

Wm. H. Ritchie

Ed'd.

William H. Ritchie Notary Public R. Co. Ohio.

Afterward on the 18th day of May 1881 the following entry was made on the journal of said Court which reads as follows, viz:

Entry

Mansfield Banking Company

vs.

William W. Bales & Wm W. Bales as Administrator of William Bales

This day came the parties and submitted this cause to the Court. Whereupon the Court by consent of the parties do find there is a ballance due to the plaintiffs upon the note mentioned in said petition from the said Wm. Bales estate & William W. Bales the sum of $2863 37/100 It is therefore ordered considered and adjudged by the Court that the plaintiffs recover of the said Wm W. Bales as principal and said William W. Bales as Administrator of the estate of William Bales deceased as surety on said note the said sum of Twenty Eight hundred and Sixty Three & 37/100 Dollars, together with their costs herein expended taxed to $ --

Attest. W. M. Winget Clerk

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union & State of Ohio, on the 25th day of April 1881. Heretofore to wit: on the 1st day of Jany 1878 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

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Richwood Union Building and Saving Association

vs.

John M. Tucker, Alice Tucker, George B. Tucker, Sarah A. Tucker, & John A. Cook & P. Ray Kerr as assignee of Tucker Bros

Petition

Court of Common Pleas Union County Ohio.

Plaintiff is an association duly incorporated under the laws of the State of Ohio. On the 5th day of November A.D. 1873 the Defendant J. M. Tucker made and delivered to said association his promisory note of that date and thereby promised to pay to the said plaintiff the Richwood Union Building and Saving Association, the sum of One Thousand Dollars, on an advanced loan of Three hundred & Seventy Dollars, to be paid in monthly installments, with interest at the rate of 6% per annum. on said Three Hundred & Seventy Dollars in weekly installments of $2.00 Dollars, until the said Association should be dissolved according to the Constitution and Bylaws thereof. A copy of said note is hereto attached Marked "A"

The Defendants John M. Tucker, Alice Tucker, George B. Tucker and Sarah A. Tucker, On the 5th day of November A.D. 1873 to secure the payment of said note executed and delivered to the plaintiff their Mortgage deed and thereby conveyed to the plaintiff and assigns the following Lands and Tenements situate in the incorporated village of Richwood County of Union & State of Ohio. and bounded and described as follows to-wit: The west half of Sr. Lot. Number One Hundred & Twenty seven (127) in the Village of Richwood Union County Ohio. For a more specific description, see recorded plat of said village duly recorded in the Recordes of the Recorders Office of Union County, Ohio.

The condition containd containd in said Mortgage deed was in substance that: Whereas the said John M. Tucker had executed and delivered to the plaintiff, a promisory note of even date with said mortgage for the sum of One Thousand Dollars upon the following condition, to-wit: the said John M. Tucker being a member of said association and having at a regular meeting thereof bid a premium of 63% for precedence in taking an advanced loan, and having thereby obtained said precedence and having received from said Association Three Hundred & Seventy Dollars the full value of five shares of stock in said association, on each of which 5 shares of stock he agreed a weekly installment of $2.70/100 dollars and on Three Hundred and Seventy Dollars the amount of said advanced loan exclusive of premium for precedence he agreed to pay interest at the rate of six per cent per annum in equal weekly payments of $2.70/100 dollars each, at each weekly meeting in each month of said association, until said association shall be dissolved as provided for in the constitution thereof the taxes on the premises conveyed by said Mortgage, the fire insurance premium on said property ground rents thereon and all the fines and forfeitures according to the Constitution and By Laws of said association. Now if the said John M. Tucker shall punctually

pay to the said association or its assigns the said weekly installments
on the said five shares of stock and the interest as above stated
the taxes on the property conveyed by said Mortgage, the fire
insurance premiums on said property, the ground rents thereon
and all the fines and forfeitures according to the Constitution
and By laws of said association, then said Mortgage to be void.
But if the said John M. Tucker should fail to pay the weekly install- Equipe.
ments or the installments of interest as above stated, the taxes
fire insurance premiums, Ground rents, or fines and forfeitures when
the same respectively become due or within 90 days after due then
the amount of said loan should become and the mortgage
should be foreclosed. On the 15th day of April 1874 at 3 o'clock
P.M. said mortgage was delivered to the Recorder of said County to
be by him entered on record and was by him duly recorded on
the 20th day of May A.D. 1874 in Book 1 Page 44 of the records of
Mortgages of said County of Union. The said deed has become
absolute. Said association has not been dissolved under said
constitution and By laws. Default was made in the payments
of said weekly installments of stated dues & interest. On the 9th day
of September A.D. 1876. since which date no payments have been
upon said dues or interest to this date Janry 19th 1878 making
Seventy one payments of weekly installments of stated dues and
interest, now due and remaining unpaid. 25¢ on each of said 5
shares of stock for 71 weeks making $88.75 43¢ the weekly installment of interest
for 71 weeks making $30.53. 03¢ fine on each of said five shares for 71 weeks
making $1.75. Making total sum due Janry 15th 1878 of $137.03.
Which said sum the plaintiff claims with interest from Janry 15th
1878. Plaintiff is informed that John A. Cook has some inter-
est in said premises. Plaintiff therefore asks that said mort-
gage may be foreclosed the said premises ordered to be sold
and the proceeds applied to the payment of said debt and
execution awarded for balance. And for all proper relief.

Robinson & Piper Atty's for Plaintiff

State of Ohio. Union County ss. J. P. Brookins being duly sworn
says he is the secretary of the said Richwood Union Building
and Saving Association duly authorized in the premises and
that the facts stated and the allegations in the foregoing plead-
ing of said Richwood Union Building and Saving Association
are as affiant believes true.

J. P. Brookins.

Sworn to before me by J. P. Brookins and by him subscri-
bed in my presence this 18th Day of January 1878.

W. J. Wood J.P. Entry.

Copy of Note $1000 Richwood, Ohio. November 5th 1873. No. 10.

I promise to pay to the Richwood Union Building & Saving
Association the sum of One Thousand Dollars. Value received
on an advanced loan of Three Hundred & Seventy Dollars the full amount
on 5 shares of stock in said association owned by me on each of
which I agree to pay a weekly installment of 43/100 Dollars. per week and
on Three Hundred & Seventy Dollars I agree to pay interest at the

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rate of 6% per annum in weekly installments of $ 1.50 Dollars each, without any relief whatever from valuation or Appraisment laws: All to be paid until the said Association is dissolved according to the Constitution and By laws thereof. Witness. J.M. Tucker.

I hereby certify the within to be a true copy of the original note
J.P. Brookins. Sec. of R.U.B. & S.A.

Praecipe. To Clerk: Issue summons upon the petition in the above case returnable according to law: Endorse Foreclosure of Mortgage.

Jan 4th 1878. The Defendant. J.M. Tucker waives the issue and service of process in this case and enter his appearance herein
P.K. Kerr Atty for said Defts.

I hereby waive the issue & service of process and enter my appearance in the case. P.K. Kerr assignee of Geo B. Tucker

Afterward on the 19th day of January A.D. 1878. the following summons was issued by the Clerk of said Court which reads as follows:

Summons. The State of Ohio. Union County ss. To the Sheriff of the County of Union, Greting: We command you to notify John M. Tucker, Alice Tucker, George B. Tucker and Sarah Tucker, John A. Cook. that they have been sued by The Richwood Union Building & Saving Association. in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of February A.D. 1878. the petition of the said Richwood Union Building and Saving Association against them filed in the Clerk's Office of said Court. such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 28th day of Jan'y A.D. 1878. Witness my hand and the seal of said Court this 19th day of January A.D. 1878.
W.M. Winget Clerk.

Seal. Sheriffs Return. The State of Ohio. Union County ss. Received this writ January 19th A.D. 1878. and pursuant to its command served the same January 23d 1878. by delivering to the within named Geo. B. Tucker and Sarah Tucker each a certified Copy of this writ with the endorsements thereon. The within named John M. Tucker Alice Tucker and John A. Cook not found in my County. Service 3.31
Mileage $1.60 Copy. $1.00 Return 15¢ Total. $ 3.31
J.J. Miller Sheriff.

Afterward on the 24th day of February 1879 the following entry was made on the Journal of said Court which reads as follows:

Entry. Richwood Union Building and Saving Association vs. John M. Tucker and others.

Now come the plaintiffs herein and defendants being in default for answer and demurrer the Court find that the defendants have failed to pay the plaintiff the weekly installments of dues and the interest as in the petition set forth and that there is due to the said plaintiff as dues to the date of this decree the sum of $ 161.25/100 and as interest the sum of $ 55.47/100 The Court further find that

there is due to the plaintiff from the said Defendants as and by way of fines for the non-payment of said dues as in the petition alleged the sum of $32 50/100 making in all for dues, interest and fines the sum of $248 97/100. The Court further find that in order to secure the regular payment of said dues and other instalments as well as those hereafter to become due the said John M. Tucker, Alice Tucker his wife. George B. Tucker and Sarah A. Tucker his wife executed and delivered to the plaintiff their certain mortgage in the petition described and on the premises therein described, that said Mortgage was on the 20th day of May A.D. 1874. duly recorded in Book 1 on page 41 of Record of Mortgages U.B. Co. of said County of Union, and that the same is a first lien on the premises described in the petition. It is therefore considered, ordered and decreed by the Court that unless the said defendants shall within ten days from the entry hereof, pay or cause to be paid to the said plaintiff the said sum of 248.97 so found due, and also the costs of the plaintiff in and about this suit in this behalf expended. stayed to ff — that the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of the County of Union directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Afterward on the 7th day of May 1879 the following Answer and Cross petition was filed with the Clerk of said Court which reads as follows, viz:

Answer & Cross Pet. of J.A. Cook.

Richwood Union Building and Saving Association

vs.

John M. Tucker Alice Tucker, Geo. B. Tucker & Sarah Tucker John A. Cook & T.R. Kerr as assignee of Tucker Bro's

Court of Common Pleas Union County, Ohio.

And now comes the Defendant John A. Cook, by leave of Court, and files this his answer and Cross Petition herein and says: That on the 5th day of November A.D. 1873. the defendants Geo. B. Tucker and J. M. Tucker executed and delivered to this defendant their two promissory notes of that date and thereby promised to pay to this defendant, or his order the sum of $375 00/100, on the 21st day of September A.D. 1874 and the further sum of $375 00/100 on the 21st day of September A.D. 1875. for value received, with interest on each note from the 21st day of September A.D. 1873. (Copies of said notes with all the credits thereon are hereto attached marked "A" & "B." respectively.)

Copy of Notes.

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No credits.

2. That on the said 5th day of November A.D. 1873. the defendants. G. B. Tucker and J. M. Tucker, to secure the payment of said promisory notes executed & delivered to said John A. Cook their mortgage deed, thereby conveyed to said John A. Cook, his heirs & assigns the following premises, situate in the County of Union, State of Ohio, and in the town of Richwood being the west half of In Lot Numbered One Hundred & Twenty seven (127.) for a more definite description reference is hereby made to the recorded Plat of said town of Richwood in the Recorders Office at Marysville Ohio (and being the same premises described in the plaintiffs petition.)

The condition contained in said Mortgage deed was in substance that if the said J. M. Tucker & G. B. Tucker, or any one for them should well and truly pay the aforesaid promissory notes when due, according to the tenor thereof, then these presents should be void otherwise to be and remain in full force and virtue in law. 3d On the 16th day of December A.D. 1873. at 2 o'clock P.M. said deed was delivered to the Recorder of said County, to be by him placed on record and was recorded on the 19th day of December A.D. 1873. in the Records of Mortgages of said County Book No 10. Page 373.

4th The said deed has become absolute. There is now due from said J. M. Tucker, and G. B. Tucker to said John A. Cook on said indebtedness the sum of Five Hundred & Fifty & 85/100 dollars with interest on Three Hundred & Seventy five Dollars from the 21st day of September A.D. 1873. and interest on One Hundred & Seventy five & 85/100 Dollars from the 27th day of July A.D. 1876.

5th The Defendant John A. Cook therefore asks judgment against the defendants G. B. Tucker & J. M. Tucker for said sum of Five Hundred & Fifty & 85/100 Dollars with interest on Three Hundred & Seventy five Dollars from the 21st day of September A.D. 1873. and interest on One Hundred & Seventy five & 85/100 Dollars from the 27th day of July A.D. 1876. and that said Mortgage may be foreclosed and the premises ordered to be sold and the proceeds applied in the satisfaction of said debt in the order of its priority with the claim with the plaintiff and the other defendants herein as the same shall be found by the Court and for all other and proper relief.

Carpenter & Brodrick Att'ys for J. A. Cook.

The State of Ohio, Union County ss. A. T. Carpenter being sworn says that he is one of the Attorneys of the said Jno. A. Cook duly authorized in the premises. Affiant further says that said John A. Cook is a non-resident of said County of Union and State of Ohio, and is now absent therefrom. Affiant further says the facts stated and the allegations contained in the foregoing answer & cross petition are true as affiant verily believes

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and by him signed in my presence this 6th day of May A.D. 1879.

W. M. Winget, Clerk.

Copy Notes. "A" $375.00 Richwood Ohio. November 5th 1873.

September 21st 1874 after date we or either of us promise to pay to the order of Jno A. Cook Three Hundred & Seventy five Dollars. at 6% interest from Sep. 21st 1874. value received.

G. B. Tucker, J. M. Tucker.

"The following credits appear on said note to wit:

"Received on note within Aug 20th 75. $11.93/100." "May 12th 76 paid on the within one buggy valued at $145.00" "July 27th 1876. credit by Talman note $105."

"B" $375.00 Richwood Ohio. November 5th 1873.

September 21st 1875. after date we or either of us promise to pay to the order of Jno. A. Cook. Three Hundred and Seventy five Dollars at 6% interest from September 21st 1873. value received

G. B. Tucker, J. M. Tucker.

No credits.

Afterward on the 10th day of May 1879. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Richwood U.B.& S. Association
vs.
John M. Tucker et als.
} Court of Common Pleas. Union County, Ohio.

Thursday this cause came on for hearing upon the motion of the defendant John M. Tucker by his Attorney to set aside the sale heretofore made in this case and also upon motion of John A. Cook to be made a party defendant and have leave to file an answer and cross petition herein. On consideration whereof the Court do sustain both of said motions. and the appraisment and sale heretofore made in this case is set aside and held for naught and a new appraisment and new sale of said premises is hereby ordered upon the premises describe in the petitions of Plaintiff, and the said John A. Cook has leave to file an answer and cross petition, and answer filed herein and cause continued.

Afterward on the 9th day of September 1879 the following Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Order of Sale.

The State of Ohio. Union County ss. To the Sheriff of said County, Greeting: Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 24th day of February A.D. 1879. in the cause of The Richwood Union Building and Saving Association Plaintiff and John M. Tucker & others, Defendants. it was ordered, adjudged and decreed as follows: to-wit: That unless said Defendants shall within ten days from the entry of this decree, the sum of $2489.70 also the costs of this suit. an order of Sale shall issue to the Sheriff of Union County Commanding him to sell the premises hereinafter described, as upon execution and bring the proceeds into Court for further order, And it appearing to the Court that said property has been offered for sale twice and returned not sold for want of bidders said appraisment was set aside and a new appraisment Ordered.

Description

The west half of Lot. No 127 in the Village of Richwood Union County, Ohio. For a more specific description, see recorded plat of said Village duly recorded in the records of the Recorder's Office of Union County, Ohio. We therefore command you, That you proceed to carry said Order, Judgment and decree into execution agreeably to the tenor thereof and that you expose to sale the above described real estate, under the Statute regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein, and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 9th day of September 1879.

F. M. Winget Clerk.

Seal

Sheriffs Return

The State of Ohio. Union County ss. In obedience to the command of the order of Sale hereto annexed, I did, on the 9th day of September 1879 summon, J.C. Howe, J. Case, S. Carter, three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterwards on the 9th day of September A.D. 1879. said appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate

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Answer to Cross Pet.

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and appraise the real value in money of the same at $708 00 Dollars.
A certified copy of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County. And on the 10th day of September 1879 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 11th day of October A.D. 1879, at 10 o'clock A.M of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit: Five consecutive weeks: and in pursuance to said notice, I did, on the 11th day of October A.D. 1879. at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House and then and there came John A. Cook, who bid for the same the sum of Four Hundred and Seventy three ($473) Dollars. and said sum being more than two thirds of the appraised value thereof, and said John A. Cook being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Four Hundred and Seventy three ($473 Dollars. Summoning & Swearing Appraisers $1.50 Writing Appr'l 40¢ Copy of Appr'l 40¢ Notice & Ps. 12¢ Affidavit & Ps. 40¢ Writing Notice 30¢ Mileage $1,60 Poundage, $2.46 Return 20¢ Total $14.38 Off's fees. $1,50 Pr's fees $7.50

J. J. Miller Sheriff.

Proof of Publication

Richwood Union B't & L. Co.
vs.
John M. Tucker et al.
} Court of Common Pleas, Union County, Ohio,

By virtue of the above stated writ from said Court to me directed, I will offer at public sale at the door of the Court House in Marysville, Ohio on Saturday Oct. 11th 1879. at or about the hour of 10 o'clock A.M. of said day, the following described Real Estate to-wit: The west half of Out Lot No. 127 in the Village of Richwood, Union County, Ohio. For a more specific description see recorded plat of said Village duly recorded in the Records of the Recorder's Office Union County, Ohio, appraised at $708. Terms Cash.

Robinson & Piper Attys for Plaintiff.
J. J. Miller Sheriff.

The State of Ohio, Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Sept. 10th 1879. H. O. Shearer
Sworn to and subscribed before me this 11th day of Oct 1879.
W. M. Winget Clerk.

Afterward on the 13th day of October 1879 the following answer was filed with the Clerk of said Court which reads as follows, viz:

Answer to Cross Pet.

Richwood Union Building and Loan Association
vs.
John M. Tucker et al.
} Court of Common Pleas Union County, Ohio.

The plaintiff for answer to the cross petition of the said John A. Cook says that on the 5th day of November 1873 John A. Cook desiring to convey to John M. Tucker aforesaid the premises in said

petition discribed and obtain from him the money to apply on the purchase money therefor and said Tucker desiring to obtain from plaintiff a loan of money on his stock in said Association to pay for said land, they the said Tucker & Look on said entered into a verbal agreement with the plaintiff as follows, to wit; the said John A. Look agreed with plaintiff and said Tucker that if said Tucker would obtain the loan mentioned in plaintiff's petition and secure the same by mortgage of said premises and plaintiff would make such loan upon its being secured by first mortgage on said premises said Look upon the receipt of $370 of said loan would convey to said Tucker said premises & for the remaining part of the consideration of said premises accept from said Tucker another mortgage on said premises to be and remain Junior in its lien on said premises, and further said parties then agreed with each other that said two Mortgages were to be recorded together and that the one to plaintiff should be endorsed as prior to that of said Look's. That said agreement having been made said loan was made & said deed was executed and said two mortgages were made to the plaintiff and to said Look and said money was paid to said Look as part consideration of the said premises, but in the mortgage to said Look the reservation of the prior lien to said plaintiff by the mutual mistake of all of said premises was inserted in the warranty clause of said mortgage to said Look instead of the Granting or habendum clause thereof. But said reservation in the warranty clause thereof is in the words following, viz: "Except a prior mortgage given to R. U. B. & L. Association for the sum of three hundred and seventy dollars" in Vol 10 of Record of Mortgages page 374 of said County of Union. Said mistake was not discovered until long after the delivery of said mortgages by either of said parties and not by plaintiff until since the filing of the plaintiff's petition. That said Look caused his mortgage to be first recorded and now contrary to equity & his said agreement claims to have the prior lien on said premises. Plaintiff says said claim is equitable, and that said plaintiff's mortgage ought to be first paid and said mistake corrected and said mortgage made to conform to said agreement made by said Look with plaintiff, and Tucker who obtained said loan on said condition & without which he could not have obtained it, and therefore the plaintiff says, said claim is not equitable, and therefore plaintiff asks the Court to correct said mistake & decree that said mortgage to plaintiff is a lien prior to that of said Look and that in the distribution of said proceeds of said property the sum due and to become due on said plaintiff's said mortgage be first paid and that such other proper relief be allowed as equity requires.

Robinson & Piper Attys for Pltff.

The State of Ohio, Union County s.s. J. P. Brookins, being duly sworn says he is the secretary of general equity of the plaintiff which is an incorporated company and he believes the allegations of the foregoing Answer to be true

J. P. Brookins.

Sworn to before me & signed in my presence this 13th of October 1879.

W. B. Stubert Notary Public.

Reply to Answer of Plaintiff.

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Reply to Answer of Plaintiff

Afterward on the 23d day of December 1879. the following reply was filed with the Clerk of said Court which reads as follows, viz:

Richwood Union Building & Saving Association
vs.
John M. Tucker et als } Court of Common Pleas Union County, Ohio.

And Now comes the said Defendant John A. Look. and for reply to the answer of said plaintiff to the Cross petition of this defendant says: That he denies each and every allegation in said answer contained. Carpenter & Brodrick Attys for Deft.

The State of Ohio. County of Union ss. John M. Brodrick being sworn makes oath that he is one of the attorneys for said defendant Jno A. Look duly authorized; That said defendant is a non-resident of said County of Union and is now absent therefrom and that the facts stated in the foregoing reply are as affiant believes true. Jno. M. Brodrick.

Sworn to by John M. Brodrick before me and signed by him in my presence this 23d day of December A.D. 1879.

W. M. Wright Clerk.

Entry.

Afterward on the 25th day of May 1881 the following entry was made on the Journal of said Court which reads as follows viz:

Richwood Union Building & Saving Association
vs.
John M. Tucker et als } This day came on this cause to be heard upon petition of plaintiff the Answer and cross petition of Defendant John A. Cook. the Answer of Plaintiff to the answer and Cross petition of Defendant John A Look and the Reply of the Defendant John A Look. the exhibits and testimony and was argued by counsel and. Thereupon the Court being fully advised in the premises do find that while the Mortgage of the Defendants John M. Tucker. Alice Tucker. George B. Tucker & Sarah A Tucker. given to the defendant John A. Look was left for record and was recorded by the Recorder of Union County Ohio. prior to and before the Mortgage given to the plaintiff by the said defendants John M. Tucker & George B. Tucker & their wives Alice & Sarah was so left for record, yet that there was an agreement between the plaintiff and the defendant John A Look whereby the mortgage ~~was~~ given to the plaintiff was to be prior to better lien upon said premises than the said mortgage given to said John A Look and that the equities of the case are in favor of the plaintiff herein, And it is therefore ordered, adjudged and decreed by the Court herein that the Mortgage given to the plaintiff in this case be and the same is hereby made a lien on said premises prior to and better than the lien of the mortgage given to the said John A Look.

And this cause coming on now to be further heard upon the motion of the plaintiff to confirm sale heretofore made of the premises in the petition described and on producing the return of the Sheriff as to said Sale and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had

in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser John A. Cook by deed in fee simple, the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title. And the Court now coming to distribute the funds arising from said Sale amounting to four hundred & Seventy Three Dollars (473^{00}) it is ordered that the Sheriff out of the money in his hands pay, First the costs of this action taxed to $ — —

Second, To the Plaintiff The Richwood Union Building and Saving Association the amount heretofore found due it by decree dated February 24th 1879 with interest on the same, to wit: The sum of two hundred & Eighty two & 33/100 Dollars, And also the further sum to said Plaintiff which the Court finds has fallen due since the entry of said decree to this date, to wit: 116 weekly installments of weekly dues on 5 shares $ 145^{00} 116 weekly installments of interest of 4^{0} each $ 46^{40} 116 weekly fines of 25^{c} each $ 29.00 making a total sum of $ 223,80

And a total sum now due to the Plaintiff herein $ 506^{13} to the payment of which the balance of proceeds of said Sale shall be applied after paying costs of this action, and it is further ordered that the purchaser pay the taxes on the premises.

Attest. W. M. Winget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union, State of Ohio on the 25th day of April 1881. Heretofore, to wit on the 20th day of March 1879 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

William Evans
against
Joshua S. Gill and
George B. Hamilton

Court of Common Pleas Union County, Ohio.

The said William Evans plaintiff complains of the said Joshua S. Gill and George B. Hamilton Defendants for that the said defendants on the twenty fifth (25th) day of August A. D. 1874, at Richwood Ohio, made their certain promissory writing of that date over their signatures of J. S. Gill and G. B. Hamilton and then and there delivered the same to the said plaintiff and thereby promised to pay to the said plaintiff or bearer in one year from the date thereof the sum of one Thousand Dollars with interest thereon at the rate of eight percent from date until said which period has since elapsed. The following is a correct copy of said promisory note together with the credits thereon;

$ 1000. Richwood, Ohio. August 25th 1874.

One year after date we promise to pay to the order of William Evans or bearer. One Thousand Dollars at 8% interest from date until paid. Value received.

Signed J. S. Gill. G. B. Hamilton

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Plaintiff further says that said defendants nor either of them have paid said sum of money nor any part thereof to the said plaintiff except as above stated, nor said endorsments although often requested so to do. Plaintiff says that said Defendants are indebted to him on said promisory Note in the said sum of One Thousand Dollars together with interest thereon at the rate of 8% per annum from the 25th day of August A.D. 1877 until paid. Therefore by reason of the premises plaintiff prays judgment against the said defendants for the said sum of One Thousand Dollars together with interest thereon at the rate of eight per cent per annum from the 25th day of August A.D. 1877 until paid (Signed) William Evans by Powell & Gill. his Att'ys

State of Ohio, Delaware County ss. J.S. Gill being first duly sworn says: that he is one of the Attorneys of Record of the said William Evans plaintiff in the aforesaid action and that the said petition is founded upon a written instrument for the payment of Money only, and that such written instrument is in the possession of this affiant as one of the Attorney of said plaintiffs And affiant further says: that the several matters and things contained in said petition are according to the best of his knowledge information belief true in substance and in fact and further he says not. J.S. Gill

Sworn to by said J.S. Gill before me and by him subscribed in my presence this 19th day of March A.D. 1879.

F.A. Kauffman, Notary Public within & for Delaware Co Ohio.

Cred

Praecipe. To Clerk: Issue Summons upon the above petition for defendants described to the Sheriff of Union County, returnable according to law. Endorse "Action for the recovery of Money only, amount claimed $1000 One Thousand Dollars with interest from August 20th A.D. 1877 at the rate of 8% per annum.

Afterward on the 20th day of March 1879 the following summons was issued by the Clerk of said Court which reads as follows, viz:

Summons The State of Ohio, Union County ss. To the Sheriff of the County of Union. Greeting: We command you to notify Joshua S. Gill and George B. Hamilton that they have been sued by William Evans in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of April A.D. 1879 the petition of the said William Evans against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 31st day of March A.D. 1879. Witness my hand and the seal of said Court, this 20th day of March A.D. 1879

Seal W.M. Winget Clerk.

Sheriff's Return The State of Ohio, Union County ss. Received this writ March 20th A.D. 1879 at 7 o'clock P.M. And pursuant to its command I served the same March 26th 1879 by delivering a certified copy thereof with the endorsments thereon to the within named George B. Hamilton and at the same time leaving a certified copy thereof with the endorsments thereon at the residence of the within named Joshua S. Gill. Service 55¢ Mileage $1,60 Copy 40¢ Return 15¢ Total $2,70

J.J. Miller Sheriff.

Answer

Afterward on the 2d day of April 1879 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

William Evans vs. Joshua S. Gill & George B. Hamilton } Court of Common Pleas Union County, Ohio.

The Defendant Joshua S. Gill says he is the principal debtor on the note in the plaintiff's petition mentioned and said Hamilton was his surety. That said note was given for money loaned. And that on the 4th of June 1875 when the interest is endorsed paid to August 25th 1875 this defendant paid plaintiff in addition to the $80. interest to become due August 25th 1875 the further sum of twenty dollars which was not endorsed thereon, and at that time also paid him the further sum of twenty dollars as an advance for the next year which was not endorsed; and when this defendant paid the interest from August 25th 1875 to August 25th 1876 he paid in addition to the 8% interest the sum of twenty dollars & when he paid the interest from August 25th 1876 to August 25th 1877 he paid in addition to the 8% interest the further sum of twenty dollars and the said payments, twenty dollars for said four times are not credited in said petition & the defendant aforesaid is entitled to the credit of said four payments of twenty dollars each and asks that they with the interest thereon may be deducted from said note in addition to the credits named in said petition

Robinson & Piper Att'ys for Def't. Jos. S. Gill.

The State of Ohio. Union County ss. Joshua S. Gill being duly sworn deposes and says the allegations of the within answer are true.

J. S. Gill.

Sworn to before me and signed in my presence this 2d day of April 1879.

J. H. Kintade Notary Public

Afterward on the 2d day of April 1879 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer.

William Evans vs. Joshua S. Gill and George B. Hamilton } Court of Common Pleas Union County, Ohio.

The said defendant George B. Hamilton for his separate Answer to the plaintiff's petition says, that he was surety for said Joshua S. Gill upon the note in said petition mentioned and had no other interest thereon or relation thereto that that of surety as the plaintiff well knew. That without the knowledge or consent of this defendant, the plaintiff & Joshua S. Gill on or about the 4th day of June 1875 when the first endorsement on said note purports to be dated made a new agreement in regard to the payment of said note as follows to-wit: the said Gill at that time agreed and promised said plaintiff to pay the eighty dollars interest to become due on said note on the 25th of August 1876: & the further sum of twenty Dollars extra interest up to that date and pay the further sum of Twenty dollars in advance for the year commencing Aug 25th 1875 & ending Aug. 25th 1876. & agreed to pay the 8% interest for which the note called on its face and the plaintiff then agreed with said Gill that in consideration that he would make said payments.

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he would extend the time of payment of said note to Aug. 25th 1876 and in pursuance of said agreement the said Gill then paid said further advance of Twenty dollars making a total payment of that date of One Hundred & twenty dollars, & thereby released this defendant from all further liability on said note. 2d. This defendant further says that through this defendant was only surety on said note as plaintiff knew the said plaintiff and said Gill on or about the 25th of August 1876 made an agreement between themselves with the knowledge or consent of this defendant whereby in consideration of twenty dollars paid by said Gill to plaintiff then as an inducement as extra and advance interest in excess of the 8% which said note draws for the year from Aug 25th 1876 to Aug. 25th 1877 the said plaintiff agreed with said Gill to wait for the principal of said note with 8% interest to the 25th of August 1877 and thereby released this defendant from all further obligation or liability on said note. 3d. This Defendant further answering says as his third defense that afterwards on or about the 25th of August 1877 the defendant Joshua S. Gill paid the plaintiff twenty dollars in addition to the 8% interest then due in consideration that said plaintiff then agreed with said Gill to wait on said Gill to the 25th of August 1878 for said note & the 8% interest for which said note calls on its face & the said Gill promised plaintiff then & there to pay the 8% interest for Aug. 25th 1877 to Aug. 25th 1878. Besides the $20 paid as aforesaid in advance as a bonus & said plaintiff at the same time knew this defendant was surety on said note & had no other interest therein & the said extension of time of payment was made as aforesaid without the knowledge or consent of this defendant and thereby released this defendant from further liability and this defendant says he has never been liable on said note since the first extension of judgment as aforesaid and therefore this defendant asks to be dismissed.

Robinson & Piper Attys for G. B. Hamilton

The State of Ohio. Union County ss. The said George B. Hamilton being duly sworn deposes and says the allegations of the foregoing Answer are true as he verily believes.

Geo. B. Hamilton

Sworn to before me and signed in my presence this 21st day of April 1879.

W. M. Winget Clerk.

Afterward on the 6th day of May A.D. 1879 the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

William Evans
vs
Joshua S. Gill and
George B. Hamilton

This day this cause came on to be heard upon the pleadings and evidence and the said defendant Joshua S. Gill, being in default for answer except as to four payments of twenty dollars each as set forth in said answer of said Joshua S. Gill and the said cause being submitted to the Court upon the pleadings it is considered by the Court herein that the said Joshua S. Gill is in default for the balance due in the said note set up in plaintiffs petition. It is therefore considered by the Court herein that the plaintiff recover of the said defendant Joshua S. Gill the sum of two

hundred and thirty three & 8/100 dollars with interest thereon at 8% from the first day of this term of Court and his costs herein taxed &tt. And if the same is not paid execution issue therefor and as to all other matters between the said plaintiff and defendants herein this cause is continued.

Afterward on the 17th day of October 1879 the following entry was made on the Journal of said Court which reads as follows.

Entry. William Evans. vs. Joshua S. Gill et al. } This day came this cause on to be heard and the Court being fully advised in the premises do find for the Defendant George B. Hamilton and therefore it is considered, ordered & adjudged by the Court that said George B. Hamilton go hence and recover of plaintiff his costs herein taxed &tt.

Afterward on the 5th day of May 1880 the following Entry was made on the Journal of said Court which reads as follows:

Entry. William Evans. vs. Joshua S. Gill et al } The death of Joshua S. Gill suggested and leave given to make his Executor party and cause continued.

Attest W. M. Winget Clerk

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 25th day of April 1881. Hereof came on the 22d day of February 1881. the following Petition was filed with the Clerk of said Court which reads as follows viz:

Petition Almina Huffman. vs. Dora A. Huffman. Henry J. Huffman. Berlis Huffman Eldon Huffman 2nd Mary L. Huffman minor heirs of John Huffman dec'd } Court of Common Pleas Union County Ohio.

Now comes said Plaintiff and says: 1st. On or about the 22d day of September A.D. 1860 she was married to said John Huffman who departed this life on or about the 1st day of March A.D. 1879. 2d. The said John Huffman her said husband during her coverture with whom was seized in fee simple of the following real estate situate in the County of Union and State of Ohio. and bounded and described as follows: First Tract Beginning at the School House known as the Danforth School house thence south west with the East Liberty road to Wm Skidmore's N. W. corner thence east with said William Skidmore's North line to the road running from West Mansfield to Newton; thence North with said road to the said Danforth School House the place of beginning: Containing One Hundred and four and One half acres. be the same more or less. The above described premises

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2d Tract. Situate in Military Survey No 3443. Beginning at a Black Ash Stump in the center of the New land Road; Thence with said road N. 7¼° E. 78 2/10 poles to a stake in the center of the above named road; Thence S. 82½° E. 122 poles to a stake: Thence S. 7¾ W. 78 2/10 poles to a stake corner of New land's land. Thence N 82½° W. 122 poles to the beginning containing Sixty acres More or less. The said defendants are the sole surviving heirs at law of said John Huffman deased and are all under fourteen years of age except Dora A. Huffman who is fifteen years of age.
The plaintiff Almira Huffman is the legally appointed guardian of each and all the defendants above named and said defendants now claim to hold estate of said John Huffman in said premises.
The said plaintiff hereby claims her rights of Dower in said premises and asks that the same may be decred to her and assignment thereof be made and such further relief as equity requires.

Almira Huffman Plaintiff.

State of Ohio, Union County ss. The said Almira Huffman being duly sworn; says that the facts stated and the allegations in her foregoing petition are true as she verily believes

Almira Huffman.

Sworn to & subscribed before me this 17th day of Jan 1881
W. H. Potter J.P.

Praecipe. To Clerk. Issue Summons upon the within Petition returnable according to law for defendants Homer J. Huffman, Bertis Huffman, Eldora Huffman and Mary J Huffman as minors under fourteen years of age. and for Dora A. Huffman as minor over 14 years of age. and for Almira Huffman as guardian of said Minors.

Afterward on the 22d day of February A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons. The State of Ohio. Union County ss. To the Sheriff of the County of Union. Greeting:
We command you to notify Homer J. Huffman, Bertis Huffman, Eldora Huffman and Mary J Huffman as minors under 14 years of age. and Dora A. Huffman as a minor over 14 years of age and Almira Huffman as guardian of said minors. that they have been sued by Almira Huffman in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of March A.D. 1881 the petition of the said Almira Huffman against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendred accordingly. You will make due return of this summons on the 7th day of March A.D. 1881.
Witness my hand and the seal of said Court this 22d day of Feb. A.D. 1881.

W. M. Knight Clerk.

(Seal)

Sheriff's Return. The State of Ohio. Union County ss. Recived this writ Feb. 22d. 1881 at 9 oclock A M and pursuant to its command served the same by delivering a certified copy of this writ with the endorsements thereon to each of the within named defendants, and also delivering a certified copy of this writ with the endorsements thereon to Almira Huffman guardian of said Defendants, on the 26th day of Febmary 1881. Service $1.05: Mileage $4.80 copies $1.20 Total $7.05.

John Hobensack Sheriff By Thomas Martin Deputy

Afterward on the 6th day of May 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Almina Huffman vs. Dora A. Huffman et al. } Now comes said Plaintiff and makes application to the Court for an appointment by the Court for a guardian ad litem herein for each and all of said minor defendants.

Afterward on the 6th day of May 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer of Guardian ad litem. Almina Huffman vs Dora A. Huffman et al } Now comes W.A. West in open Court and accepts the appointment as guardian ad litem for said minor defendants heretofore made by the Court herein and being ignorant of the matters and things set forth in Petition of the plaintiff denies each and every allegation therein contained.

W.A. West Atty at Law

State of Ohio. County of Logan ss. W.A. West being duly sworn says the facts stated and the allegations in his foregoing pleading are true as he verily believes.

W.A. West.

Sworn to and subscribed before me and in my presence this 4th day of May A.D. 1881

Thos. S. Brown. Notary Public.

Afterward on the 6th day of May. 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Almina Huffman vs. Dora A. Huffman et al } And now came the said parties by their Attorneys and thereupon this cause came on for hearing upon the petition, answer and testimony; On consideration whereof the Court find that said petitioner was married to John Huffman as she has in her petition set forth and that during said coverture the said John Huffman was seized of an estate of inheritance in and to said premises and that the said John Huffman is now deceased and that said defendants are in possession of said premises. claiming the Estate of said John Huffman therein and that said plaintiff is entitled to dower in said premises. It is therefore adjudged and decreed that the said plaintiff be endowed of one equal one third part of the lands and tenements in said petition described And it is further ordered that a writ issue to the Sheriff of said County of Union commanding him that by the oaths of John Van Pearse. Wesley Southard and Amos P Harvey. three judicious disinterested men of said County who are not of Kin to either party, and who are hereby appointed by the Court to be commissioners for said assignment, that he cause such Dower to be set off and assigned to said plaintiff according to law. and that he return his proceedings in the premises forthwith.

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Afterward on the 6th day of May A.D. 1881 the following Writ of Dower was issued by the Clerk of said Court which reads as follows, viz:

Writ of Dower

The State of Ohio Union County ss. To the Sheriff of said County, Greeting:
We command you, That without delay, by the oaths of John VanPearse Wesley Southard and Amos P. Harley you cause to be set off and assigned to Almina Huffman widow of John Huffman late of said County deceased, one full equal third part of the following real estate, situate in the County of Union and State of Ohio and bounded and described as follows: First Tract. Beginning at the School House known as the Danforth School House, Thence South West with the East Liberty Road to Wm Skidmores N.W. corner, Thence East with s Wm Skidmores North line to the road running from West Mansfield to Newton, Thence North with said Road to said Danforth's School House the place of beginning containing 9 1/2 Acres more or less, being part of survey No. 2832,

Second Tract. Situate in Military Survey No 3443. Beginning at a Black Ash Stump in the center of the Newland Road, Thence with said road N. 7 3/4° E 78 1/5 poles to a Stake in the center of the above named road. Thence S. 82 1/2° E. 122 poles to a Stake, Thence S 7 3/4° W 78 1/5 poles to a stake corner of Newland's land, Thence N. 82 1/2° W. 122 poles to the beginning containing Sixty Acres more or less, in pursuance of an order made in our said Court of Common Pleas within and for the said County of Union, in a certain petition for Dower, wherein the said Almira Huffman is petitioner, and Dora A. Huffman et als are respondents, and that in like manner, by the oaths of the same men you make a just and true appraisement of the yearly value of said Real estate, after deducting the necessary expenses, and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith.
And have you then and there this writ.
Witness my name and the seal of the said Court, at Marysville this 6th day of May A.D. 1881.

Seal

R. W. Wright Clerk.

Sheriff's Returns

As commanded by this writ I have by the oaths of John VanPearse Wesley Southard and Amos P. Harvey three Judicious disinterested men of the vicinity, who are not kin to either of said parties, caused to be set off and assigned to the within named Almina Huffman as her Dower estate, so much of the within described lands and tenements as is contained in the following boundries to wit: Fifty Five acres off of the west part of the first described tract of land described in this writ, the line parallel with the road running from West Mansfield to Newton, and by the oaths of the same men the yearly value of the Real Estate within described is justly and truly appraised at Two Hundred Sixty dollars after deducting necessary expenses
Given under my hand this 19th day of May A.D. 1881. Service 80¢ Mileage $2,20 Executing writ & Swearing Com. $1,20 Conveying Com. Report Com $1,00 Total $ 5,20. Total 5,20 Com. Fees $ 3,00. Total $8,20
John Hohensack Sheriff.

Afterward on the 21st day of May 1881 the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

Almira Huffman
vs
Dora A. Huffman et al.

On motion to the Court by Geo. W. Emerson of Counsel for plaintiff and upon producing the Sheriff's Return and the assignment of Dower herein under the former order of this Court and the same being found by the Court to be in all respects in conformity to law. it is ordered that the said proceedings and assignment of Dower be and the same is hereby approved, and confirmed, And that the said Almira Huffman hold and possess the lands so assigned as and for her reasonable dower in the premises aforesaid. And it is further ordered that a writ of suzne issue to said Sheriff commanding him to deliver to said Almira Huffman full possession of the premises assigned to her as aforesaid, and it is further ordered that the said plaintiff pay the costs of this suit taxed to the sum of $— within ten days and in default thereof that an execution issue therefor as upon Judgment.

Attest. W. M. Winget Clerk

Was before His Honor John L. Porter judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. on the 3rd day of April 1881.

Heretofore to-wit: on the 13th day of August 1880 the following Petition was filed with the Clerk of said Court which reads as follows. viz:

Petition

David J. Ellis
vs
Alexander J. Mahaffy
John McCullough 2nd
James T. Mahaffy

Court of Common Pleas Union County, Ohio.

And now comes the said plaintiff David J. Ellis and for cause of action herein against the said Defendants Alexander J. Mahaffy, John McCullough and James T. Mahaffy. says: That heretofore to-wit: on the 24th day of November A.D. 1859. the said defendants at the County of Franklin in the State of Ohio by their writing obligatory of that date, acknowledged themselves to be held and firmly bound unto the State of Ohio. in the sum of Two Hundred Dollars. Which said writing obligatory was subject to a certain condition thereunder written. whereby it was provided that whereas the said Alexander J. Mahaffy has this day been appointed by the Probate Court of Franklin County in the State of Ohio guardian of the person and Estate of David J. Ellis aged Six years Oct. 19th 1853 minor and heir at law of Samuel J. Ellis late of Madison County deceased. Now if the said Alexander J. Mahaffy shall faithfully discharge his duties as guardian aforesaid according to to law then this obligation to be void. otherwise to remain in full force and virtue in law. The said plaintiff further says. that he is the identical David J. Ellis mentioned in the condition of said bond, of whom the said Alexander J. Mahaffy was appointed

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guardian, and heir at law of said Samuel J. Ellis deceased, that he is no longer a minor; That the said Alexander J. Mahaffey immediatly entered upon his trust as guardian of this plaintiff and that there came into his hands, as such guardian funds belonging to this plaintiff as his ward, to the amount of Two Hundred Dollars. That the said Alexander J. Mahaffey since entering upon his said trust has never filed with said Probate Court any account or statement of his actions and doings as said guardian, nor has he paid over to said Probate Court or to this plaintiff any of the money so received by him as aforesaid but although often requested, has utterly refused and neglected so to do, and still wrongfully retains said money and refuses to pay over or settle with this plaintiff or said Court for the same, whereby an action has accrued to said plaintiff on said writing obligatory, a copy of which is hereto attached marked "A" Wherefore said plaintiff prays judgment against the said Alexander J. Mahaffey, John McCullough and James T. Mahaffey for the said sum of Two Hundred Dollars with interest thereon from the 24th day of November A.D. 1859.

Powell & Fulton Attys for Pltff

The State of Ohio Union County ss. David J. Ellis the said plaintiff being first duly sworn says that the facts stated and allegations made in this foregoing petition are true as he verily believes.

David J. Ellis.

Sworn to before me by the said David J. Ellis and subscribed in my presence this 1st day of August A.D. 1880.

W. M. Winget Clerk.

Praecipe — To Clerk: Issue Summons to the Sheriff of Union County for the said Defendants returnable according to law. Endorse Amount claimed $200 with interest thereon from Nov. 24th 1859.

Afterward on the 13th day of August A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows:

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Alexander J. Mahaffey, John McCullough and James T. Mahaffey, that they have been sued by David J. Ellis in the Court of Common Pleas of Union County, and that unless they answer by the 11th day of September A.D. 1880 the petition of the said David J. Ellis against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 23d day of August A.D. 1880. Witness my hand and the seal of said Court, this 13th day of August A.D. 1880.

W. M. Winget Clerk.

Sheriff's Return — The State of Ohio Union County ss. Received this writ August 13th A.D. 1880 at 5 o'clock P.M. And pursuant to its command served the same by delivering a certified copy thereof with the endorsements thereon to the within named James T. Mahaffey on the 16th day of August 1880. The within named John McCullough, and the within named Alexander Mahaffey not found in my County. Service 35¢ Mileage $3.40 Copy. 75¢ Total $4.70

J. J. Miller Sheriff.

Afterward on the 8th day of September 1880 the following demurrer was filed with the Clerk of said Court which reads as follows, viz:

David J. Ellis
vs.
Alexander J. Mahaffey et als } Court of Common Pleas Union County, Ohio,

The said James T. Mahaffey one of the defendants demurs to the petition of the plaintiff in this case and for cause says: 1st That this Court has not jurisdiction in this case. 2d. The said petition does not state facts sufficient to constitute a cause of action. 3d. The pretended cause of action is barred by limitation.

Cameron & Benton Attys for J. T. M.

Afterward on the 28th day of September 1880 the following entry was made on the journal of said Court which reads as follows viz:

Entry.

David J. Ellis
vs.
Alexander J. Mahaffey et als } This day came the parties by their Attorneys and thereupon this cause came on to be heard upon the demurrer of the Defendant James T. Mahaffey to the petition of the plaintiff and was argued by counsel. On consideration whereof the Court being fully advised in the premises overrules the same to which ruling the said James T. Mahaffey excepted. On motion of James T. Mahaffey leave was given him to answer 30 days from the rising of the Court.

Afterward on the 18th day of December 1880. the following Answer was filed with the Clerk of said Court which reads as follows. viz:

Answer.

David J. Ellis
vs
Alexander J. Mahaffey et als } Court of Common Pleas Union County Ohio,

Now comes James T. Mahaffey one of the Defendants herein and for his answer says, 1st. That the said Alexander T. Mahaffey is not a resident of said County of Union, and that no part of plaintiff's said cause of action arose therein and that this Court has no jurisdiction of the subject matter of this action nor of this defendant. 2d. This defendant did at one time a great many years ago sign a guardians bond as surety for said Alexander J. Mahaffey but this defendant has no means of knowing and does not know whether the alleged copy set up in the petition is a true copy of a bond signed by him and so therefore denies and demands proof of the same. 3d. This defendant has no means of knowing and does not know whether any money & property came into the hands of said Alexander J. Mahaffey by reason of said guardianship, and he therefore denies and demands proof of the same, and denies and demands proof that any money belonging to the said plaintiff ever came into the hands of the said Alexander J. Mahaffey by reason of said guardianship. Fourth: Further answering this defendant says that after the death of Samuel Ellis, father of the plaintiff, the said Alexander J. Mahaffey furnished to the said plaintiff food, clothing raiment, and the comforts of a home from the 18th day of November A.D. 1858. till the 10th of August 1861. When said Alexander J. Mahaffey enlisted as a volunteer soldier in the 30th Ohio Regiment and intends

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the service in this County, that after his said enlistment said Alexander J. Mahaffey sent money back to provide food, clothing and maintainance for said plaintiff until the Month of January 1863 when he became lost in the said service. That the value of the said food, clothing &c far exceeded any sum of money stated in the petition and that if said Alexander J. Mahaffey did receive Two Hundred Dollars as such guardian he more than repaid the same in the manner aforesaid.

Fifthly: This defendant says that during the year A.D 18-- this defendant furnished to said plaintiff house rent and -- of the value of Dollars for which the said plaintiff is still indebted to this defendant and no part of which has been paid. This defendant having thus fully answered asks that he may go hence with judgment against the said plaintiff in the said sum of Dollars, and for all proper relief.

Cameron & Benton Attys for Defendant.

State of Ohio. Union County ss. James T. Mahaffey defendant being first duly sworn says the facts stated and the allegations made in his foregoing answer are true as he verily believes. James T. Mahaffey.

Sworn to before me by said James T. Mahaffey and by him signed in my presence this 18th day of December 1880.

W. M. Kruger Clerk.

Afterward on the 31st day of December 1880 the following Reply was filed with the Clerk of said Court which reads as follows, viz:

David J. Ellis
vs.
Alexander J. Mahaffey et al.

Reply.

And now comes plaintiff and for reply to the fourth defense set up in defendants answer says: That it is not true that the defendant Alexander J. Mahaffey between the dates of November 10th 1858 and January 1863. furnished plaintiff a home, food, raiment and clothing the value of which greatly exceeded in amount the money that came into his hands as Plaintiff's Guardian. Plaintiff says that on or about the 10th day of November 1858 Alexander J. Mahaffey married his mother and that plaintiff being then an infant with his mother and lived with his mother and said Alexander J. Mahaffey his step father and that whatever, if any, food raiment Clothing and home was furnished to plaintiff by the said Alexander J. Mahaffey were the mere necessities of life, and were furnished by said Alexander Mahaffey as such step father and not as Guardian, and without any intention on the part of said Alexander J. Mahaffey to charge the plaintiff therefor, and only such things as said Alexander J. Mahaffey as such Step father was in law bound to furnish plaintiff, who during all said time was an infant of tender age. Plaintiff therefore prays judgment as asked in the petition

Powell & Fulton Attys for Pltff.

The State of Ohio. Union County ss. T. B. Fulton being first duly sworn according to law says that he is one of the Attorneys of the plaintiff duly authorized in the premises, that said plaintiff is a non-resident of said County, and is now absent therefrom, and that he believes the facts stated and the allegations in the foregoing reply to be true.

T. B. Fulton

Sworn to before me and subscribed in my presence this 31st day of December A.D. 1880 by said J.B. Fulton.

W.M. Winget, Clerk.

Afterward on the 11th day of January 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

David J. Ellis
vs
Alexander J. Mahaffey et als.

This day this cause came on to be heard on motion of the plaintiff to strike out the first defense contained in defendants answer and was argued by counsel. On consideration whereof the Court being fully advised in the premises sustained said motion to which ruling of the court the defendant James T. Mahaffey by his counsel excepts.

Afterward on the 18th day of May 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

David J. Ellis
vs
Alexander J. Mahaffey et als

Now come the parties herein by their attorneys; Also came the following named persons as jurors to wit: David Cochran, Shepherd Clark, A.J. Ferguson, Dyer Reed, Oliver Lincoln, R. Mayfield, Jerome Richey, James Kennedy, Walter Bucher, William Hall, Jared Clement, and Thomas Wharton, talisjurors, who were duly impannelled and sworn according to law. And thereupon, after hearing the evidence, argument, and charge of the Court the Jury retired to their room in charge of the Sheriff. for deliberation, And now come said Jury into open court with their verdict in writing signed by their foreman and say: We, the jury in this case, being impannelled and sworn do find and say that we find for the Plaintiff in the sum of Ninty dollars. A.J. Ferguson Foreman

Afterwards on the 21st day of May, 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

David J. Ellis
vs.
A.J. Mahaffey et als

This day this cause came on to be heard upon the motion of the Defendant James T. Mahaffey for a new trial herein. On consideration whereof the Court being fully advised in the premises, overrules the same, to the overruling of which said James T. Mahaffey at the time excepted. It is therefore considered and adjudged by the Court that the said David J. Ellis recover of the said James T. Mahaffey the sum of Ninty Dollars the amount of the verdict heretofore rendered by the jury in this action. and that each party pay their own costs taxed as * And in default of the payment of Judgment and costs that execution issue, to all of which ruling and Judgment the defendant excepted. Leave is given to defendant James T. Mahaffey 30 days from the rising of this Court to prepare his bill of exceptions and the records of the court are kept open for that purpose. (* See margin)

Attest W.M. Winget, Clerk

* Entry. David J. Ellis vs A.J. Mahaffey et als. Cause coming on to be heard upon motion of the Defendant James T. Mahaffey for a new trial herein, the Court being fully advised in the premises overrules the same to the overruling of which said James T. Mahaffey at the time excepted. May 21st 1881.

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Pleas before His Honor John L Parker Judge at a Court of Common Pleas, begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 25th day of April 1881

Heretofore to wit on the 18th day of November 1879 the following Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

The Union Central Life Insurance Company vs. James Williams } In the Court of Common Pleas Union County Ohio.

The plaintiff says: That it is a body corporate, duly incorporated by the laws of the State of Ohio, and doing business within said State.

That its action is brought upon a promisory note of which the following is a copy:

"#56 2/100 Milford Center, Ohio, June 21st 1876.

" Six months after date I promise to pay to the order of the Union Central Life "
" Insurance Company, Fifty Six & 2/100 Dollars, payable at Milford Center Ohio, "
" with interest at eight percent per annum until paid, and the amount of this "
" note is a loan in favor of said Company upon policy No. 1729 upon the life "
" of James Williams until paid, value received. The drawers and endorsers "
" severally waive presentment for payment, protest and notice of protest and "
" non payment of this note. "James Williams"

That no payments have been made thereon and that there is due from the defendant to the plaintiff on said note the sum of Fifty Six and 2/100 Dollars, with interest at the rate of 8% per annum from June 21st 1876.

Therefore plaintiff asks Judgment against the defendant James Williams for the sum of Fifty Six and 2/100 Dollars, with interest from the 21st day of June 1876 at the rate of 8% per annum until paid.

State of Ohio, Union County ss. W. L. Lawrence being sworn says: that he is the Attorney of the above named Union Central Life Insurance Company, duly authorized in the premises, and that the foregoing pleading of the said plaintiff is founded on a written instrument for the payment of money only, which instrument in writing is now in the possession of this affiant and that the facts stated and the allegations made in the foregoing pleading of the plaintiff are as affiant believes true.

W. L. Lawrence.

Sworn to before me by W. L. Lawrence and signed by him in my presence this 18th day of November A.D. 1879.

W. M. Winget Clerk.

We hereby acknowledge ourselves good and securety for costs of the plaintiff in this action. W. L. Lawrence. D. T. Elliott.

Approved by me this 15th day of November A.D. 1880.

W. M. Winget Clerk.

Afterward on the 12th day of January 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

Union Central Life Insurance Company vs. James Williams } In this case the verification having been signed since the last continuance, by the Clerk of the Court, said petition is now considered as filed as

of to day and the Defendant has leave to answer by the 3d Saturday after this date and cause continued

Afterward on the 16th day of April 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer

The Union Central Life Insurance Company vs. James Williams } In the Court of Common Pleas Union County Ohio.

Now comes the said Defendant James Williams and for answer to the plaintiff's petition says that he denies each and every allegation in plaintiff's petition contained except that James Williams executed and delivered the note in plaintiff's petition described and that there are no payments made on said note. Also this defendant further answering says that the consideration of said policy was a loan of One Thousand Dollars at the rate of 8% interest when money was scarce and could not be had. And this policy was agreed to by the agent that this defendant was to have a loan of One Thousand Dollars that this defendant went to great and extreme expense in procuring an abstract of title for the land that the mortgage was to be given on to secure said loan and after every thing was done upon the part of this Defendant the plaintiff wholly refused to make said loan and when the policy was issued it was not properly signed and if said note had been paid and every thing done by the defendant he could not have recovered the amount that he was justly entitled to for the reason that the President of the incorporation did not sign said policy as in law he was bound to do. And by not so doing the policy was void. That by reason of the plaintiff not complying in any manner with their agreement the note with all the writing become void and of no force in law. And that there was no consideration for said note. Therefore this Defendant Prays that said note may be held by this Court as void and that there was no consideration for said note and that this defendant may be allowed to go hence without day and recover of the plaintiff his costs in this action and for all other and proper relief.

State of Ohio. Union County ss. James Williams who being first duly sworn says that he is the Defendant in the above action and that the facts stated in the foregoing answer are true as he verily believes.

James Williams

Sworn to by James Williams and signed by him in my presence this 16th day of April A.D. 1881.

W. M. Runge Clerk By Tabor Randall Dep.

Entry

Afterward on the 21st day of April 1881 the following Reply was filed with the Clerk of said Court which reads as follows, viz:

Reply.

Union Central Life Insurance Company vs. James Williams } Court of Common Pleas Union County, Ohio.

The plaintiff now comes and for reply to the answer of the defendant, says: That the defendant made application

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to it for a loan in the sum of $1000.00 to be secured by a mortgage on the undivided One half of 201 acres of land in U.M. Surveys Nos 2873 and 2996 in Union County, Ohio. It further says: that in said application the Defendant agreed and bound himself to furnish to it a complete abstract of title to said lands, and that said defendant did not at any time furnish such complite abstract to the plaintiff, but on the contrary did furnish an abstract which did not show a complite claim of title in him for the undivided one half of said lands, and which was not a complete abstract of title to the same, and therefore the plaintiff declined to make said loan to the defendant. Defendant further says: that if said policy of life insurance was not signed by its President, it was countersigned by the General Agent of the Defendant, who was duly authorized, and that the said policy was valid and against it, for and during the term of One year from the date thereof. It denies each and every other allegation in the answer contained, and asks that judgment be rendered in its favor against the defendant, as it has heretofore prayed in its petition.

M. C Lawrence, Atty for Plff.

The State of Ohio, Union County ss. M. C Lawrence being duly sworn says: he is the Attorney of the plaintiff in this action, duly authorized in the premises. That the plaintiff is a corporation duly organized under the laws of Ohio. And that the facts stated and allegations contained in the foregoing reply, are true, as he verily believes.

M. C Lawrence,

Sworn to by M. C Lawrence before me and signed by him in my presence this 21st day of April 1881.

W. M. Winget, Clerk. By Talbot Randall Deputy

Afterward on the 29th day of April 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry

Union Central Life Insurance Company, vs James. Williams,

Union Common Pleas Apr. 27th 1881 Judgt for Plff & Int 5% from April 25th 1881.

This day this cause came on to be heard and neither party requiring a jury, the same was by the consent of both parties, submitted to the Court upon the pleadings and testimony, and was argued by counsel, with a request by the parties, that the Court make a special finding of the facts at issue. On consideration whereof the Court doth finds as follows: 1st That the policy was accepted by the Defendant and premium note given. 2d That the Policy was binding on the Insurance Company. 3d That the risk of the Company attached, on delivery of the policy, and execution and delivery of the note. 4th The acceptance of the note by the Company as payment, was same as cash payment. 5th The abstract of title was not complite; at least no fault was shown to be on the company. 6th That there was due from the Defendant to the Plaintiff on the note set forth in the petition on the first day of this term, to-wit: April 25th 1881. the sum of Seventy Eight & 4/100 Dollars. ($78.04) which sum bears interest at eight percent per annum. Thereupon the defendant moved the Court to set aside said finding and grant a new trial for reasons stated in said

motion, which motion the Court overruled to which ruling of the Court the said defendant excepted.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the Defendant James Williams, the said sum of Seventy eight & 44/100 Dollars ($78,44) with interest from April 25th 1881 at 8% per annum, so found due together with its costs herein expended taxed to $ --

Attest. W. M. Wright, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas, begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio on the 25th day of April 1881. Heretofore, Towit: on the 25th day of August 1877 the following Petition was filed with the Clerk of said Court, which reads as follows, viz:

Samuel M. Daugherty as Executor of the estate of Robert Watson deceased vs. A. James Sterling, David Gregg, Justice J. Miller, John Tracy, R. J. McAllister, William Smith, Henry J. King, The First National Bank of Delaware Ohio, The Farmers Bank of Union County Ohio, The Bank of Richwood Ohio, and John M. Sterling.

Petition

Court of Common Pleas, Union County, Ohio,

The Plaintiff says: That on the 25th day of February A.D. 1877 the said Robert Watson late of Coshocton County, Ohio, died, leaving a will, which was duly admitted to Probate and record on the 19th day of March A.D. 1877 by the Probate Court of Coshocton County, Ohio, and letters testamentary were thereupon issued to the plaintiff, the executor named in said will, by said Court, and the plaintiff thereupon duly qualified. The plaintiff says that on the 16th day of February A.D. 1877 the defendant A. James Sterling made and delivered to said Robert Watson his promisory note of that date and thereby promised to pay to said Robert Watson or order the sum of Eight Thousand Two Hundred and Fifty one & 10/100 Dollars ($8251 10/100) in six months after date thereof with 6% int. for value received, (A copy of said note is hereto attached marked "A").

The Defendant A. James Sterling on said 16th day of February A.D. 1877 to secure the payment of said note executed and delivered to said Robert Watson his mortgage deed, and thereby conveyed to the said Robert Watson, his heirs and assigns executors & administrators the following lands and tenements situate in said County of Union and State of Ohio, and in the Township of Washington & bounded and described as follows, to-wit: Being part of Virginia Military Surveys Nos. 10938 & 14639. Beginning at a Stone in the North West corner of Survey No 14639 Thence S. 11° E 171 poles to a stone with brick bats under it; Thence N. 79½° E 124¼ Poles to a stone with brick bats under it. Thence S. 11¾° E. 53½ poles to a stone with brick bats under it; Thence N. 80½° E. 90 poles to the original east line of Survey No. 10938 to a stone in said line; Thence with said original East line of said Survey N 11¾° W 222 poles to a Stone; Thence S. 80¾° W. 212 Poles to the place of begining containing Two Hundred and Sixty five Acres (265) more or less. Also another tract of (53) Fifty three acres of land lying in Jackson Township of said County and State being part of Survey

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No 11093, and being the land purchased by said Sterling of Henry Amrine 3d and being the only 53 Acre lot of land owned and held by said Sterling in said Township. Said tract is more fully described in the deed of Henry Amrine 3d to said A. James Sterling, in the words and figures, following, to-wit: Beginning at a stone, North West corner to Jeremiah Parkers Survey No 11043. in the South line of Survey No 9919 Thence with said line S. 80 3/4° W. 103 1/2 Poles to a stone North East corner to Samuel McMillens; Thence with said McMillens East line S. 11 3/4° E. 81 76/100 Poles to a stone (Burr Oak. bears S. 68° E. 16 links) South East corner to said McMillens land and in the North line of Harrison McMahons; Thence with his line N. 80 3/4° E. 103 1/2 Poles to a stone (Buck bears N 24 1/2° W. 22 links and another Buck bears S. 80 3/4° W. 6 links) North East corner to McMahons and in the west line of said Parkers Survey No. 11043; Thence with said line N 11 3/4° W. 81 76/100 Poles to the beginning containing Fifty three (53) acres more or less it being a part of Robert Bruces Survey No 11043. Also another tract of land lying and being in Jackson Township in said County and State of Ohio and being part of U. M. Survey Nos. 9918 10780 containing One Hundred and Twenty five (125) acres of land be the same more or less and being the land purchased by said A. James Sterling of John H. Sterling and by him of John A. Phillips and being the only land purchased by said Sterling of said John A. Philips in said Township said tract being more accurately described in the words and figures following to-wit:

Being a part of Virginia Military Surveys Nos. 9918 10780. in Jackson Township Union County Ohio. Beginning at the South East corner of Dawns land. Thence S. 81° W. 175 12/100 Poles to a hickory 4 inches in diameter; Thence S. 9° E. 113 72/100 Poles to a stake; Thence N. 81° E. 175 12/100 Poles to a stake in the middle of the Conneau Road; Thence N. 9° W. along the middle of said Road 114 to the place of beguning containing One Hundred & Twenty five acres, more or less. The condition contained in said Mortgage deed was in substance that if the said A. James Sterling or any one for him should well and truly pay to said Robert Watson, his heirs, assigns, executors or administrators the above described promisory note, with the Interest thereon, when due, then these presents should be void, otherwise to be and remain in full force & effect.

On the 16th day of February A.D. 1877 at 3 1/4 o'clock P.M. said mortgage was delivered to the Recorder of said County to be by him intered on Record and was recorded the same day in Union County Record of Mortgages Book 13 Pages 99 & 100. The said deed has become absolute. There is now due and remaining unpaid upon said indebtedness the sum of Eight Thousand Two Hundred and Fifty One & 00/100 Dollars with interest at 6% from the 16th day of February A.D. 1877. The plaintiff says he is informed and believes and therefore alleges that the Defendants, Daniel Gregg who resides in Dellcothe, Ross County Ohio. Justus J. Miller, John Gray, R. J. McCallister, William L. Smith & Henry J. King and John H. Sterling who reside in Union County, Ohio. The First National Bank of Delware, Ohio a corporation duly incorporated under the laws of the United States. The Farmers Bank of Union County, Ohio. a Copartnership formed for the purpose of carrying on business in the State of Ohio. The Bank of Richwood, Ohio. a copartnership formed for the purpose of carrying on business in the State of Ohio. That each of the above named parties have or claim to have some claim upon or interest in the real estate above described but as to the the truth validity or extent of such claim or interest plaintiff is not informed and he therefore asks that

each of the above named defendants be made parties defendant hereto and that they each be required to answer and set forth the nature and extent of their said claims or undefault thereof that they each be forever barred from all future claim upon or interest in said premises or in any portion thereof. Plaintiff says that at the time of the execution of the aforesaid deed to Robert Watson the defendant A James Sterling represented to said Robert Watson that he was the sole owner in fee of all the above described lands said A James Sterling represented to said Robert Watson, That the last above described tract of One Hundred and Twenty Five acres (known as the John A. Philips land) he had purchased of his brother John H. Sterling and had fully paid therefor. Plaintiff says he believes and therefore allegs that these representations were true and that said A James Sterling was then the sole owner in fee of said One Hundred & Twenty five Acres of land as well as the other tracts mentioned and that he had good right to convey the same with covenant of title, warranty & seizure in the manner and form in which he did so convey the same to said Robert Watson dec'd. But the plaintiff says that the title to said One Hundred & Twenty five Acre Tract still appears of record to be in John H. Sterling instead of A James Sterling and plaintiff is informed that said John H. Sterling for reasons unknown to the plaintiff, has neglected to execute to said A James Sterling the necessary conveyance for said One Hundred & Twenty five Acres of land. The plaintiff therefore asks that said John H. Sterling be made a party defendant to this action. And that he be required to answer and set forth the reasons for his neglect or refusal to convey and any claims or claims he may have to or upon said lands or any part thereof. And the plaintiff asks that A James Sterling's title to his equity of redemption in said lands be quieted and that such proceedings may be had relative to the title to said One Hundred & Twenty five acre tract of land that in case it shall be necessary to sell said lands to satisfy said mortgage it may be sold with the other tracts and a good title thereto vested in the purchaser.

The plaintiff as the executor of the estate of Robert Watson deceased, asks judgment against the defendant A. James Sterling for the sum of Eight Thousand Two Hundred & Fifty one 8/100 Dollars with interest from the 16th day of February A.D. 1877 and that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt and for all other proper relief.

A.T. Carpenter Atty for Plaintiff.

The State of Ohio, Union County ss. A.T. Carpenter being duly sworn says that he is the Attorney of the above named plaintiff duly authorized in the premises. That said plaintiff is a non resident of said County of Union & is now absent therefrom. Affiant further says that the facts stated and the allegations contained in the above pleading of plaintiff are true as affiant verily believes.

A.T. Carpenter.

Sworn to by A.T. Carpenter before me and signed by him in my presence this 25th day of August A.D. 1877.

W. M. Wright Clerk

Praecipe — To Clerk: Issue summons in the above action returnable according to law. To the Sheriff of Ross County, Ohio, for Daniel Gregg

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To the Sheriff of Delaware County Ohio. for The First National Bank of Delaware Ohio. To the Coroner of Union County Ohio for Justus J. Miller, A. James Sterling & John H. Sterling. Endorse "Amount claimed $825 1/0 with interest from Feb. 16th 77. Foreclosure of Mortgage and equitable Mtg."

A. T. Carpenter.

Copy of Note.

"A" $825 1/0 Marysville Ohio February 16th 1877.

"Six months after date I promise to pay to the order of Robert Watson Eight Thousand Two Hundred and Fifty One 1/00 Dollars at 6% interest from date. Payable at Newcomerstown Ohio. value received. due in six months"

"A. James Sterling"

Samuel M. Daugherty as executor of the Estate of Robert Watson deceased.

vs

A. James Sterling et. als.

} Court of Common Pleas Union Co. Ohio.

We hereby waive the issuing and service of summons, in the above entitled case and enter our appearance herein

R. T. McCollister. H. J. King. John Gray & Bank of Richwood per A. T. Carpenter atty. W. S. Smith. Farmers Bank of Union County. by Joseph Newlove Cash.

Afterward on the 25th day of August A.D. 1877 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons.

The State of Ohio Union County ss. To the Coroner of the County of Union Greeting: We command you to notify Justus J. Miller, A. James Sterling and John H. Sterling that they and others have been sued by Samuel M. Daugherty, as executor of the estate of Robert Watson deased in the Court of Common Pleas of Union County, and that unless they answer by the 22d day of September A.D. 1877 the petition of the said Samuel M Daugherty &c. against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 3d day of September A.D. 1877.

Witness my hand and the seal of said Court, this 25th day of August A.D. 1877.

W. M. Wright, Clerk.

Seal

Coroner's Return.

The State of Ohio. Union County ss. Received this writ August 25th A.D. 1877. and pursuant to its command served the within named J. J. Miller, A. J. Sterling & John H. Sterling this 30th day of August 1877. By delivering to each a certified copy of this writ with all the endorsements thereon. Service 75¢ Mileage $2,00 Copy 60¢ Return 15¢ Total $3,50

H. McFadden, Coroner.

On the 25th day of August 1877 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons.

The State of Ohio. Union County ss. To the Sheriff of the County of Ross We command you to notify Daniel Gregg that he and others have been sued by Samuel M. Daugherty as Executor of the estate of Robert Watson deceased in the Court of Common Pleas of Union County and that unless they answer by the 22d day of September A.D. 1877 the petition of the said Samuel M. Daugherty et. ux. against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 3d Day of September A.D. 1877.

Witness my hand and the seal of said Court this 25th day of August A.D. 1877.

W. M. Wright, Clerk.

Seal D. Sheriff's Return

The State of Ohio, Ross County ss. Received this writ by mail Aug. 28th A.D. 1877. at 9 o'clock A.M. and pursuant to its command I did on the 29th day of August 1877 Serve the within named Daniel Gregg personally by handing to him a certified copy hereof and the endorsements, Service 35¢ Mileage 20¢ Copy 25¢ Return 30¢ Total $1,10

Thos. L. Mackey Sheriff. By F. J. Ecker Deputy.

Afterward on the 25th day of August 1877 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons.

The State of Ohio Union County ss. To the Sheriff of the County of Delaware Greting: We command you to notify The First National Bank of Delaware Ohio, that they with others have been sued by Samuel M. Daugherty as executor of the Estate of Robert Watson Dec'd. in the Court of Common Pleas of Union County, and that unless they answer by the 22d day of September A.D. 1877 the petition of the said Samuel M. Daugherty, against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 3d day of September A.D. 1877. Witness my hand and the seal of said Court, this 25th day of August A.D. 1877

W. M. Wright, Clerk

Seal D. Sheriff's Return

The State of Ohio, Delaware County ss. Received this writ August 25th 1877 and pursuant to its command I served the within named First National Bank of Delaware by leaving a true copy of the original summons with B. Powers President of said Bank Service 35¢ Mileage 20¢ Copy 30¢ Return 28¢ Total $1,13

Geo. L. Sackett, Sheriff of Del. Co. Ohio

Afterward on the 13th day of September 1877 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows:

Answer & Cross Pet of Daniel Gregg

Samuel M. Daugherty as Exctor of the Estate of Robert Watson Dec'd

vs.

A. James Sterling, Daniel Gregg, Justus J. Miller, John Gray, R. T. McCallister, W. Smith, Henry J. King, First Nat'l Bank of Delaware, Ohio, The Farmers Bank of Union County, Ohio, The Bank of Richwood, Ohio, & John H. Sterling

In Court of Common Pleas Union County, Ohio

The Defendant Daniel Gregg, for answer and Cross Petition, says:

On September 26th 1874 the said A. James Sterling made and delivered to him three certain promisory notes of that date, of which the following are copies of the last two of the series, with all credits and indorsements, to-wit:

Copy of Notes.

" $ #87. Chillicothe, Ohio. September 26th 1874.

" Two years after date, for value received I promise to pay Daniel Gregg, or order

" Four Hundred & Eighty Seven dollars, with interest payable annually from date

" until paid.

A. James Sterling

Indorsed on the back: "Interest paid to September 26th 1875"

" $ #87 Chillicothe, Ohio. September 26th 1874.

" Three Years after date, for value received, I promise to pay Daniel Gregg or order

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"Four Hundred and Eighty Seven Dollars, with interest payable Annually from "date until paid. A. James Sterling. "

Indorsed on the back: "Interest paid to September 26th 1875."

The first note of said series was of like Tenor with the foregoing, except it was for the payment of $ 488. in one year after said date. The said first note of the series has been fully paid. To secure the payment of said notes the said A. James Sterling, on the 8th day of October 1874 executed and delivered to the said Daniel Gregg his certain mortgage Deed, and thereby conveyed to the said Daniel Gregg his heirs and assigns forever, the following Real Estate situated in said County of Union, on the waters of Rush Creek and Fulton Creek and bounded and discribed as follows, viz:

Beginning at a stake and Stone Northerly corner to a lot deeded by Allen Latham & wife to Elias Johns in the South line of Survey No 7918. thence with said line N. 79½° E. 120⅔ poles to a stake and stone in said line, Northerly corner to Survey No 14639. and Westerly corner to survey No 10938. Thence with the line of said Survey S. 10½° E. 169 poles to a stake and stone corner to said survey in the Northerly line of a lot deeded by Daniel Gregg. to Eliza H. Davis; thence with the line of said lot S 79½° W. 124½ poles to a stake and stone in said line, Easterly corner to Elias Johns said lot; thence with the line thereof N. 10½° W. 173 poles to the beginning containing One Hundred and Thirty acres more or less. and being the same premises deeded by Daniel Gregg. to A. James Sterling September 26th 1874. and being part of the tract of Two Hundred and sixty five acres, the first ~~tract~~ discribed in the plaintiff's petition.

The condition contained in said mortgage deed was and is in substance, That if the said A. James Sterling should pay, or cause to be paid to the said Daniel Gregg, or assigns, the said three promisory notes and the interest thereon as the said notes and the interest thereon should become due, then the said mortgage should become void, otherwise to be and remain in full force and virtue. (The said notes were for part payment of the purchase money of the said land above mentioned). On the 8th day of October. 1874. at the hour of ten o'clock A.M. of said day, the said mortgage deed was duly delivered to the Recorder of said Union County, at his Office, to be by him recorded, and was recorded by him Oct. 14th 1874 in Volume 11. at page 114. of the Mortgage records of said County.

By the execution and delivery of said notes, the said A. James Sterling promised to pay to the said Daniel Gregg, or assigns, the sum of said notes respectively, at the times, and with interest as therein stated. The first of said notes has been fully paid, and the interest upon the second and third has been paid to September 26th 1875 as above stated and credited, No other payments have been made upon said notes, and there is due to said Daniel Gregg upon the second note of said series (the first note above copied) the sum of $ 487 with interest payable annually from September 26th 1875; And upon the third note of said series (the second note above copied) there is due the sum of one years interest $ 29.22 with interest upon said interest from September 26th 1876. the time when due; And on the 26th/29th of September 1877 the principle of said third note will be due with another years interest upon the same, Said mortgage deed has become absolute. The said Daniel Gregg therefore prays that the amount now due him upon the said notes may be ascertained, that

the said premises may be ordered to be sold, in case the same is not paid by an early day to be named, The priority of liens determined and the proceeds of the sale applied in satisfaction of the amount found due him. That the worth of the said note not yet due, but which will become due on the 29th of September 1877. be found, and so much of the proceeds as may be necessary be applied in satisfaction of the same, and for such other relief as may be equitable and lawful.

W.C. Evans. Attorney for Daniel Gregg.

State of Ohio. Ross County ss. Daniel Gregg defendant being duly sworn says: all the allegations and statements of his foregoing answer and Cross petition are true.

Daniel Gregg.

Sworn to and Subscribed before me by said Daniel Gregg this 12th day of September 1877.

Brad E.T. Pearson, Clerk of the Court of Com. Pleas of Ross Co. O. By Saml. J Boggs Dep.

Afterward on the 15th day of October 1877 the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

Samuel M. Daugherty as Executor of the Estate of Robert Watson Dec'd,

vs.

A. James Sterling, Daniel Gregg, Justus J. Miller, John Gray, A.J. McCallister, Wm S. Smith, Henry J. King, John M. Sterling, The First National Bank of Delaware, Ohio, The Farmers Bank of Union County, Ohio, The Bank of Richwood Ohio.

And now comes the said plaintiff by A.J. Carpenter his Attorney and the said Defendants except Daniel Gregg. still failing to answer or demur to said petition it is considered that the said Samuel M. Daugherty as executor of the Estate of Robert Watson deceased is entitled to an account of the money due him in the premises as such executor, and the Court after hearing the evidence do find that there is due from the defendant A. James Sterling to the said plaintiff as executor of the Estate of Robert Watson deceased. on the note and Mortgage in said petition described, the sum of $8440.00

It is therefore considered by the Court herein that the said plaintiff as such executor recover of the defendant A. James Sterling the said sum found due as aforesaid, with interest at 6% from September 17th 1877 and also his costs taxed to $---

And it is further ordered and adyudged that in case the said A. James Sterling fails for five days from the close of this term of Court to pay to said plaintiff as such executor the said sum so as aforesaid found due with costs of suit, an order issue to the Sheriff of said County, for the time being, commanding him to cause the said lands and tenements in said petition described as the 1st & 2d tracts containing 265 and 53 acres respectively to be appraised advertised and sold according to law.

And that said Sheriff bring the proceeds of said Sale into Court subject to the further order of the Court herein. As to the third tract of land described in plaintiffs petition as containing 125 acres and all questions connected therewith this cause is continued.

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Order of Sale.

Afterward on the 1st day of January A.D. 1878 the following order of sale was issued by the Clerk of said Court which reads as follows, viz:

The State of Ohio. Union County ss. To the Sheriff of said County, Greeting:

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 13th day of October A.D. 1877 in the cause of Samuel M. Daugherty, Executor of the estate of Robert Watson, Plaintiff, and A. James Stirling, et al. Defendants, it was ordered adjudged and decreed as follows, viz: That in case the said A. James Stirling fails for five days from the close of this term of Court to pay said plaintiff as such executor the sum of $8740 the sum found due with costs of suit, an Order issue to the Sheriff of said County, for the time being commanding him to cause the lands and tenements in the petition of plaintiff described as ~~the first~~ & second Tracts, to be appraised, advertised and sold according to law, and bring the proceeds of sale into court subject to its further orders.

Description of Lands.

"Tract No 1" Situate in Union County, State of Ohio & in the township of Washington bounded and described as follows.— Being part of Virginia Military Surveys Nos. 10938 & 14639. Beginning at a stone in the North west corner of Survey No 14639. Thence S. 11° E. 171 poles to a stone with brick bats under it; Thence N. 79½° E. 124¼ poles to a stone with brick bats under it; Thence N. 80½° E. 90 poles to the original east line of Survey 10938. to a stone in said line; Thence with said original east line of said survey. 11¾° W 222 poles to a stone. Thence S. 80¾° W. 219 poles to the place of beginning containing 265 acres, more or less.

Also another Tract of (53) Fifty Three acres of land lying in Jackson Township of said County and State. being part of survey 10938. Bounded and described as follows'— Beginning at a stone with North-west corner to Jeremiah Parkers Survey No. 11043. in the South line of Survey No 9919. Thence with said line S. 80¾ W 103½ poles to a stone North East corner to Samuel McMillens, Thence with said McMillens East line. S. 11¾° E 81 4/100 poles to a stone (Burr Oak bears S 68° E 16 links) South East corner to said McMillens land and in the North line of Harrison McMahan Thence with his line N. 80¾° E 103½ poles to a stone (Burr Oak bears N. 24½° W 22 links, and another Beech bears S. 88¾° W 6 links) North East corner to McMahans and in the west line of said Parkers Survey No 11043 Thence with said line N. 11¾° W. 81 4/100 poles to the beginning 53 Acres more or less it being a part of Robert Bruces Survey No. 11043.

We therefore Commund You. That you proceed to carry said order, Judgment and decree into execution agreeably to the tenor thereof and that you expose to sale the above described real estate, under the Statute regulating sales on execution, and that you apply the proceeds of such Sale, in satisfaction of said judgment and decree, with costs and interest as specified therein, and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 1st day of January 1878.

W. W. Kruger Clerk.

Esq'd.

Sheriff's Return.

The State of Ohio. Union County, ss. In obedience to the command of the Order of Sale hereto annexed I did on the 5th day of January 1878. Summon George M. McPeek. W.E. Stamets. and Lyman Bowen three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterwards on the 8th day of January A.D. 1878. said appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at 1st Tract $66 25 - 2d Tract $1060. Dollars. A certified copy of said Appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County. And on the 16th day of January 1878 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 18th day of February A.D. 1878. at one o'clock P.M of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks, and in pursuance to said notice, I did, on the 18th day of February A.D. 1878. at the time and place above mentioned procede to offer said lands and tenements at public sale, at the door of said Courthouse and then and there came Samuel M. Daugherty. who bid for the same the sum of. first Tract $450. and for the second tract $710 Dollars. and said sum being more than two thirds of the appraised value thereof and said Samuel M. Daugherty being the highest and best bidder thereof I then and there publicly sold and struck off said lands and tenements to him for the said sum of 1st Tract $450. 2d Tract $710. Total amount. $1160 Service 75c Sum Appts $1.00 Swear. Appts 50c Entry. Conveying Appts 50c Writing Appte 40c Cop. of Appte 40c Notice to pr. 12c Writing Notice 30c Mileage $2,00 Return 15c Total $7,12. Appts Fees $1.50 Rts Fees 2,00

J.J. Miller Sheriff.

Printers Notice

Samuel M. Daugherty as executor of the Estate of Robert Watson dec.

vs

A. James Sterling et al's

Court of Common Pleas Union County, Ohio.

By virtue of an Order of Sale to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the door of the Court House in said county, on Monday, February 18th 1878, at or about the hour of one o'clock P.M. the following real estate, to-wit: Situate in the County of Union and State of Ohio, in the Township of Washington and being part of Virginia Military Surveys No's 10938 & 14639 and bounded and described as follows: Beginning at a stone in the North West corner of Survey No 14639 thence S. 11° E. 171 poles to a stone with brick bats under it; thence N. 79½° E 124¼ poles to a stone with brick bats under it; thence S. 11¾° E. 53½ poles to a stone with brick bats under it; thence N. 80½° E. 90 poles to the original east line of Survey No. 10938. to a stone in said line; thence with said original east line of said survey N. 11¾° W. 222 poles to a stone; thence S. 88¾° W. 219 poles to the place of beginning, containing two hundred and sixty five (263) acres more or less. Also the following tract situate in the

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County of Union, State of Ohio, and in the Township of Washington and being part of Virginia Military Survey No 11043 and bounded and described as follows, to wit:, Beginning at a Stone North west corner to Jeremiah Parker's survey 9919 thence with said line S 80 3/4° W. 103 1/2 poles to a stone North east corner to Samuel McMillens; thence with said McMillens East line S 11 3/4° E. 81 40/100 poles to a stone (Burr Oak bears S. 68° E 16 links) South east corner to said McMillins land and in the north line of Harrison McMahans; thence with his line N. 80 3/4° E 103 1/2 poles to a stone (Buch bears N 24 1/2° West 22 links and another Buch bears South 80 3/4° W. 6 links) north east corner to McMahons and in the west line of said Parkers Survey No. 11043; thence with said line North 11 3/4° W. 80 40/100 poles to the beginning, containing fifty-three (53) acres more or less. it being a part of Robert Bruce's survey No 11043. First Tract appraised at $— per acre.
Second Tract appraised at $— per acre.

A. J. Carpenter Atty for pltff.

J. J. Miller Sheriff.

The State of Ohio Union County ss. I the undersigned being duly sworn says: that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Jan 16th 1878.

W. O. Shearer.

Sworn to and subscribed before me this 18th day of Febmary 1878.

W. M. Kruger, Clerk

Afterward on the 19th day of Febmary 1878. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Samuel M. Daugherty as Executor of the Estate of Robert Watson dec'd.
vs
A. James Sterling et al's

On motion of the said plaintiff by A. J. Carpenter his attorney, and on producing the return of the Sheriff of this County of a sale of Real Estate made by him on the 18th day of Febmary A. D. 1878 to Samuel M. Daugherty on an Order of sale issued in this case and dated the 1st day of January A. D. 1878 and the Court on Examination of the proceedings being satisfied that the has been made in all respects in conformity to law. It is ordered that the said sale and proceedings be, and the same are hereby confirmed and the said Sheriff is ordered to make to the said purchaser a deed for the lands and tenements so sold. And the Court coming now to distribute the proceeds of said sale. It is ordered that the said Sheriff pay. 1st The costs taxed in this action amounting to $46.17. 2d The taxes now a lein on said lands $238 95/100. 3d To Daniel Gregg the full amount of his lein. $1118.36. 4th That the residue of the proceeds of said sale amounting to $3806 51/100 shall be applied on the claim of the plaintiff. And it is further ordered that the Defendants who may be in possession of said premises or any person who has come in under them or either of them prior to or pending this suit deliver up the possession thereof to said purchaser on demand and production of said Sheriffs Deed.

Afterward on the 10th day of September 1878 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer of John H. Sterling

Samuel M. Daugherty as Executor &c. against A. James Sterling et al's } Court of Common Pleas, Union County Ohio.

John H. Sterling one of the Defendants in the above entitled case now comes by leave of the Court, and for his answer says: That he denies the allegation of the plaintiff that the Defendant A. James Sterling has fully paid for and is entitled to conveyance in fee simple from this Defendant of the 125 acres of land described in the petition as the "John Phillips land". Defendant says he admits there was a contract between himself and said A. James Sterling by which defendant agreed to convey to said A. James Sterling said 125 acres upon the performance by said A. James Sterling of certain stipulations as follows, viz: We the said A. James Sterling and this defendant being brothers were joint and equal owners undivided of 157½ acres of land known as the David Sterling home farm in Union County Ohio. Part of survey No. 12124. Also of 150 acres part of Va. Military Survey No. 10971. The said A. James Sterling by said contract was to and did convey to this defendant his interest in both said tracts for the said 125 acres to be conveyed by defendant to him and $210 in money to be paid by defendant to said A. James Sterling. There was a mortgage on said 157½ acres to secure the payment of $2000 as follows, to wit: $1000 in one year after the death of Mary Sterling and $1000 in two years after her death with interest thereon at 8% from her decease to Mary J. McInnis and Rebecca M. Ogan his sisters. Also to secure the payment of interest at 8% and payable annually to said Mary Sterling on $2000 during her natural life. The said A. James Sterling was to pay the principle of said mortgage debt with interest from the decease of said Mary Sterling at 8% and to pay all the interest on said $2000 up to her decease as aforesaid and as a part of said contract was to give to this defendant good security for said payments and this defendant to hold the title to said 125 acres until such security is given. Said A. James Sterling has not given any security as as agreed and this defendant holds said land and the title thereto as his security for said payments under said agreement as he has a right and the said Mary Sterling is still living and nothing has been paid by said A. James Sterling on account of said encumberance but the installments of interest of $200. under said agreement as they have fallen due. This Defendant has performed his part of said contract by paying to said A. James Sterling One Thousand Dollars in Bank Stock and $250 in money and nothing remains to be done on his part but to convey to said A. James Sterling the said 125 acres Phillips land which he is ready and willing to do so soon as the said A. James Sterling shall remove the said encumbrance from said 157½ acres according to their said contract or otherwise indemnify this defendant.

This Defendant further says: that said agreement was verbally made by said parties in the winter or spring of 1876 and they each took possession of their parts of said premises, but no deeds or writings were made until about the 15th of January 1877 when the said A. J. Sterling executed to this Defendant his.

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ded for said home farm and signed a paper writing and brought the same to this defendant and which he read to him but which this Defendant never signed and never had in his possession but on the back of which this defendant gave to said A. J. Sterling a written order to J. M. Southard to assign to said Sterling this defendants stock in the Farmers. Bank of $100 and said paper said A.J. Sterling retained and the same is not under the control nor in the possession of this defendant but was left by said A.J. Sterling with his Attorneys P.B. Cole & Sons who have wasted the same and therefore he is unable to file a copy thereof. This defendant understands and therefore avers that said writing does not contain the obligation and condition, That this defendant shall hold the title to said 125 acres of land until said A.J. Sterling shall indemnify this defendant against said claims which he is bound to pay as aforesaid to said Mary Sterling and his sisters, and this Defendant says, that by the mutual mistake of said A. J. Sterling & John H. Sterling said omission was made and it thereby fails to contain the full agreement of said parties made prior thereto and which they did not intend to change but simply to leave memorandum thereof as evidence of the former agreement until the litigation in regard to the title to said 125 acres should terminate. Therefor this defendant prays, that said writing may be reformed so as to correct said mistake and conform to the intention of said parties as aforesaid and that this defendants right of indemnity be protected and that when he executes his deed for said land as he is ready to do under the Decree of this Court he may have and retain his lein thereon to secure the payment by said A. James Sterling of said interest on said $2000. from this date and the payment by him of $1000. to his sisters as aforesaid or indemnity against loss in case of his failure to do so.

Robinson & Pipes &.
P.B. Cole & Sons Att'ys for John H. Sterling.

State of Ohio Union County ss. John H. Sterling being first duly sworn deposes & says; that he believes the allegations of the foregoing Answer are true.

J. H. Sterling

Sworn to and Subscribed in my presence this 10th day of Sept 1878.

W. W. Winget Clerk.

Afterward on the 27th day of January 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Samuel M. Daugherty as Executor &c.
vs.
A James Sterling et. als

Entry.

This day came the parties and by consent of the parties the Court find there is due to John H. Sterling from the defendant A. James Sterling as the said John H. Sterling claimed in his Answer the sum of $1880. which is the first lein on the premises in said petition described & that the plaintiff as executor of Robert Watson dec'd. has the second lein on said land for the sum of twelve hundred dollars which sums are severally due from said A. James Sterling. It is therefor considered, ordered and adjudged & decree by the Court that the said A. James Sterling within ten days pay to said John H. Sterling said sum of Eighteen hundred dollars & interest & costs.

and in default thereof that an order of sale issue to the Sheriff of Union County, Ohio commanding him to appraise, advertise and sell said premises according to law and the proceeds bring into Court. And further it is ordered and decreed that said A. James Sterling within ten days pay to said Plaintiff as executor of Robert Watson said sum of twelve hundred dollars with interest & costs and in default thereof that an order of sale issue to the Sheriff of this County, commanding him to appraise, advertise & sell according to law said premises and the proceeds bring into Court. And thereupon by agreement of said John H. Sterling & Executor of said Robert Watson dec'd. between themselves the said claim of $1200 due to said Executor shall have precedence & priority over the said $800 claim of said John H. Sterling as to the distribution of said proceeds of the sale to be made under this order of the Court, as to all other matters this cause is continued.

Afterwards on the 23d day of February A.D. 1881 the following Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Order of Sale.

The State of Ohio Union County ss. To the Sheriff of said County; Greeting: Whereas at a term of the Court of Common Pleas held at Marysville in and for said County, on the 27th day of January A.D. 1881 in the cause of Samuel M. Daugherty exr. Plaintiff and A. James Sterling et al's Defendants. it was ordered, adjudged and decreed as follows, to wit: That said A. James Sterling within 10 days pay to said John H. Sterling the sum of $1800 and interest & costs, Also to said Plaintiff as executor of Robert Watson the sum of $1200 with interest and cost, and in default thereof in either case that an order issue to the Sheriff of Union County directing him to appraise, advertise and sell the premises according to law and bring the proceeds of said Sale into Court for further order.

Description

Situate in the Township of Jackson County of Union, and State of Ohio, and being part of Surveys Nos. 9201 & 10700 and bounded and described as follows: to-wit: Beginning at the south east corner of L. Dunn's land; thence S. 81° W. 175 17/100 Poles to a hickory 4 inches in diameter. Thence S. 9° E. 113 7/100 Poles to a stake; Thence N. 81° E. 175 12/100 Poles to a stake in the middle of the Cameron road; Thence N. 9° W. along the middle of said road 114 poles to the place of beginning containing One Hundred & Twenty Acres of land more or less.

We therefore command you that you proceed to carry said Order, Judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said Judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville Ohio this 23d day of February A.D. 1881.

W. M. Winget Clerk.

Ezra D. Sheriff's Return.

The State of Ohio Union County ss. In obedience to the command of the Order of Sale hereto annexed, I did on the 26th day of February 1881 summon Garrison Longberry, Leonard Dunn, George Hall, three disinterested freeholders, residents of said County, whom were by me duly sworn to view and

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appraise the lands and tenements therein described, on the 26th day of Feb. A.D. 1881 said appraisers returned to me, under their hands and seals, that they did, upon the actual view of the premises, estimate and appraise the real value in money of the same at thirty nine hundred & sixty dollars. A certified copy of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County, and on the 3d day of March 1881 I caused to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 2d day of April A.D. 1881 at 1 o'clock P.M. of said day. And having advertised said lands and tenements for more that thirty days previous to the day of sale, to wit: five consecutive weeks, and in pursuance to said notice, I did on the 2d day of April A.D. 1881 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came John Ogan who bid for the same the sum of Twenty six hundred and fifty Dollars, and said sum being more than two thirds of the appraised value thereof and said John Ogan being the highest and best bidder therefor. I therefore then and there publicly sold and struck off said lands and tenements to him for said sum of Twenty six hundred & fifty Dollars. Service 30¢ Levy 30¢ Sum, & Swearing Appr's $1.20 Conveying Appr's $1.00 Writing Appr'l 30¢ Copy of Appr'l 30¢ Notice to Pr. 30¢ Affidavit & Pr. 30¢ Writing Notice 30¢ Mileage $3.60 Poundage $1.80 Total $23.70 Appr'rs Fees $3.00 Pub. $1.00

John Hobensack Sheriff.

Printer's Notice

Samuel M. Daugherty Ex'x
vs.
A. James Sterling et als.

By virtue of the above stated writ to me directed, from the Court of Common Pleas of Union County, Ohio, I will offer at public sale at the door of the Court House in Marysville, Ohio, about the hour of one o'clock P.M. on Saturday April 2d 1881 the following real Estate to-wit: Situate in the Township of Jackson, County of Union and State of Ohio, and being part of Surveys Nos 9901 & 10780 and bounded and described as follows, to-wit: Beginning at the south East corner of L. Daum's Land; thence south 8° West 175 Two poles to a hickory 4 inches in diameter; thence S. 9° E. 118 One poles to a stake; thence W. 81 E. 17 5/12 poles to a stake in the middle of the Cameron road; thence N. 9° W. along the middle of said road 114 poles to the place of beginning containing One Hundred & twenty acres of land more or less Appraised at $3860.

A. J. Carpenter, Att'y
John Hobensack Sheriff.

The State of Ohio, Union County ss. I, Robert Smith, do make oath that the advertisement, of which the annexed is a copy, was published for five weeks, to wit: March 3d, 10th, 17th, 24th & 31st A.D. 1881 in The Richwood Gazette a weekly newspaper printed and being of general circulation within said County, and of which I am one of the editors. Robert Smith.

Sworn to and subscribed before me this 8 the day of April A.D. 1881
R. M. Knight Justice of the Peace

Afterward on the 25th day of April 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Samuel M. Daugherty exec.
vs.
A. James Sterling et al.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court, on carefull examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court. it is ordered that the said proceedings and sale be, and they are hereby approved confirmed. And it is further ordered that the said Sheriff convey to the said purchaser John Ogan by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said line holders, in said premises so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming not to distribute the proceeds of said sale amounting to $2630 00 it is ordered that the Sheriff out of the money in his hands pay: First - The costs of this action taxed to $443,68 Second - To the plaintiff Samuel M. Daugherty as Executor &c. $1200. Third. The balance to the Defendant John H. Sterling to wit: $1186,32

Attest. W. M. Ringer Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 25th day of April 1881. Heretofore to wit on the 12th day of Nov. 1880 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition.

David M. Robinson,
vs.
Pittsburgh, Cincinnati, and St Louis Rail Way Company

Court of Common Pleas Union County Ohio

The plaintiff says: the defendant the Pittsburg, Cincinnati & St Louis Railway Company, is a corporate body chartered under the Rail Road Laws of Ohio & runs its trains & does its business on the rail road running through the County of Union aforesaid & through the plaintiffs lands herein after described. That on the 19th day of July 1851. J. M. Robinson was the owner in fee simple & possessed of said lands herein after mentioned & on said day in writing assigned to the Columbus Pigua & Indianapolis Rail Road Company on certain conditions therein mentioned the right of way through said lands which writing is in the words & figures as follows, viz: Columbus Pigua & Indianapolis Rail Road Co. Release of Right of way. I, John M. Robinson of the County of Union & State of Ohio, in consideration of the advantages which may or will result to the Public in general by the construction of the Columbus, Pigua & Indiana Rail Road as now surveyed or near where it is now run July 1851. and for the purpose of facilitating the construction and completion of said road do hereby for my self, my heirs, Executors, Admrs & assigns release, relinquish and Quit Claim to the Columbus, Pigua, & Indiana Rail Road Company the right of way of One Hundred feet in width for so much of said Rail-

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Road as may pass through the following described tract of land to wit. Survey No 7245. to have and to hold & construct and use for said Rail Road purposes & no longer. And further this release is on these conditions across the said rail road at the place I may direct and all the cattle guards that are necessary to keek my stock on my premises for all time to come & further at any time that I or my assigns may see fit to require said Rail Road Company to fence said Rail Road on each side and not to use more than they actually need for running said road, then said Company shall be bound to make said fence and keep it made so long as I or my heirs & assigns may require & further I have the privilege to use so much of the said hundred feet as the Rail Road does not occupy. July 19th 1851.

Attest T. H. Elwood. J. H. Robinson

Plaintiff says that with the consent of said J. H. Robinson the said company constructed the rail road track through said lands & for several years run its trains over the same & afterwards, to wit, over five years ago & before the grievances hereinafter mentioned said defendant bought from said Columbus Piqua & Indiana Rail Road Company the said road and said right of way & assumed to comply with the conditions of said right of way & for the said last five & more years said defendant has used said right of way and run its locomotives, cars & trains over the same. That defendant hath never had or obtained any right of way or deed, or release for said road over said land except said writing & the Defendant claims the right to use said grounds and run its said trains over said land solely by right of said written release by J. H. Robinson.

That said J. H. Robinson died seized of said lands & the Plaintiff one of his heirs by virtue of proceedings in partition & deeds of conveyance became in the year 1857 the owner in fee of all that part of said farm of J. H. Robinson through which said road runs and subject to said contract of release, the owner of said lands over which said road is constructed & has ever since 1857 been such owner & up to this time and hath during all that time been such owner entitled to use all of said lot except such part as said Defendant did not need for running its said trains. The plaintiff after his said ownership of said land notified said defendant to build fences and crossing as required by said agreement and the defendant complied therewith and built the same placing the fences about 25 or 30 feet on each side of the track of the Railroad and enclosing from 50 to 60 feet altogether and leaving at least 40 feet of the hundred in the possession of the plaintiff and said fence enclosed all that the defendant needed or still needs for running its trains & even more than it needed or needs for such purpose but on or about the 2d day of June 1880 the defendant without the consent and against the wish of plaintiff put up a post & wire fence on each side of said track so as to include 100 feet in and although fifty feet will include the track and the side ditches and leave abundant room to build a good fence on unbroken ground of said fifty feet is all that is necessary for the said defendant for the use of its said road and it has thereby ever since June 2d 1880 deprived plaintiff from the use of fifty feet in width as aforesaid. At the same time or a few days thereafter def-

endants took down and removed the previous board fence aforesaid & thereby left the plaintiffs stock exposed to go on said road & be destroyed by the Defendants trains except so far as said post & wire fence might prove a defense thereto. The plaintiff says said wire fence is wholly insufficient to protect plaintiffs stock of horses, cattle hogs & sheep from going through the same upon said Road tract and be injured, all of which plaintiff at the time notified Defendant & by reason of said removing said board fence and putting an insufficient fence the plaintiff hath suffered great damages as follows. from the defendant all without plaintiffs fault 1st On the 2d day of June 1880 one Gelding horse of the plaintiff of the value of One Hundred & forty five dollars. went through said insufficient fence & wire & upon said track & was unlawfully killed on said day by the defendants unlawfully running its trains over it. and 2d on the 16th of October 1880 one of the plaintiffs hogs of the value of four dollars went through said wire fence and was then killed by defendant running its train over it and about the same time Oct. 1880 one of the plaintiffs heifers cut herself on a hook on said wire fence and was damaged thereby, at least one dollar. And further by reason of the insufficiency of said fence the plaintiff could not pasture on either side of said road with hogs. And thereby use a large Burr Oak mast which was worth twenty five dollars at least. which by reason thereof he hath lost wholly and all of which wrongs and losses & damages the defendant hath been notified & doth refuse and neglect to compensate the plaintiff for the same, & further the plaintiff is damaged at least One Hundred dollars by the loss of the land fenced up as aforesaid which by said agreement defendant hath no right to the same not being needed for the use of the Defendants and therefore the Defendant hath damaged this plaintiff by reason of his taking down said board fence and placing said wire fence as aforesaid, whereby plaintiff hath lost his stock, as aforesaid & said mast & said lands in the sum of two hundred and seventy five Dollars as aforesaid for which plaintiff asks a judgment against Defendant with interest from the first of October 1880.

Robinson & Piper Attys for Plaintiff.

The State of Ohio. Union County ss. I D. M. Robinson Plaintiff being duly sworn depose & say the allegations of the foregoing petition are true as I believe.

D. M. Robinson.

Sworn to before me and signed in my presence this 12th day of Nov. 1880

W. H. Ringer Clerk By Jabez Randall Deputy

Praecipe — Issue summons in this case & sworn, suit for $275 damages & interest from Oct. 1880 for injuries done plaintiffs stock & loss of land & mast by Defendants failure to maintain fence according to its agreement.

Afterward on the 18th day of November A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio, Union County ss. To the Sheriff of the County of Union, Greeting:

We command You to notify The Pittsburg, Cincinnati & St. Louis Railway Company that it has been sued by David M. Robinson in the Court of Common Pleas of Union County, and that unless it Answer by the 18th day of December A.D. 1880 the petition of the said David M. Robinson against them it filed in the

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Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 29th day of November A.D. 1880. Witness my hand and the seal of said Court, this 18th day of November A.D. 1880.

W.M. Ringer Clerk.

Seal

Sheriff's Return

The State of Ohio, Union County ss. Rcvved this writ November 18th A.D. 1880 at 4 o'clock P.M. and pursuant to its command I did on the 25th day of November 1880 by delivering a certified copy thereof with the endorsements thereon to S.H. Dolbear he the said S.H. Dolbear being the Freight & Ticket Agent of said Pittsburgh Cincinnati & St Louis Railway Company at Milford Center Union County Ohio. Service 35¢ Mileage 50¢ Copy 25¢. Total $1.10

J.J. Miller Sheriff.

Afterward on the 20th day of January 1881 the following Entry was made on the Journal of said Court which reads as follows, viz.

Entry.

D.M. Robinson
vs.
The Pittsburgh, Cincinnati & St Louis Rail Road Co,

This day came on this cause to be heard on the demurrer to the petition and the Court sustains the demurrer. Whereupon the plaintiff asked and obtained leave to file amended petition by striking out of the petition that part which relates to the part of the ground fenced up by the wire fence & as to that & the loss of the use of oak mast the plaintiff dismisses this cause without prejudice & leave is granted to file amended petition accordingly by Saturday morning of this week.

Afterward on the 21st day of January 1881 the following amended petition was filed with the Clerk of said Court which reads as follows, viz:

Amended Petition

David M. Robinson
vs.
Pittsburgh, Cincinnati & St Louis Rail Road Co.

Court of Common Pleas Union County, Ohio.

The plaintiff says the defendant the Pittsburgh Cincinnati & St Louis Railway Company is a corporate body chartered under the Rail Road Laws of Ohio, and does a general Rail Road business running its trains of Locomotive cars both passenger and freight on its rail road running through said County & through the farm in said County on which the plaintiff resides and which is known as the D.M. Robinson farm. That on the 19th day of July 1851 John W. Robinson then the owner of said farm granted the right of way through said farm for said Road by a written contract (a copy of which is attached to the original petition) by which said Robinson as a condition to said grant provided that the Company to which the same was granted viz. the Columbus Pigua & Indiana Rail Road Company should when ever required make and forever maintain on each side of its Rail Road track a good and sufficient fence, so long as said John W Robinson his heirs or assigns may require the same to be done. The said defendant bought the said Columbus, Pigua & Indianapolis Rail Road with all of its purchases and the said right of way subject to said conditions and hold the same liable to the said obligation to make & maintain said fences & the defendant

hath no other right of way that that stated as above. That plaintiff by pur-
chase from the heirs of John H. Robinson & proceedings in partition is now the
owner in fee simple of said land and was at the time of the grievances
hereinafter mentioned the owner in fee of said farm & resided thereon
& entitled to the rights and conditions provided in said grant the same
as said John H. Robinson had during his lifetime. That said plaintiff
after he became the owner in fee simple of said farm & the land over
which said grant of right of way exists notified said defendant that he
required it to make and keep up said fences on both sides of said track
and defendant did make and keep up such fence until the early
part of the year 1880 to wit: on or about the 2d of June 1880 the old fence
becoming out of repair the defendant without the consent and contrary to
his the plaintiff protest and in violation of said condition of said grant
instead of said old fences which defendant removed, made and put
upon each side of said railway track a post and wire fence which is
entirely insufficient to keep farm stock off the said Railway track and
is not a lawful fence such as required by said grant but is insufficient
and dangerous to stock as defendant was notified by plaintiff

The plaintiff complains of the defendants and says that by reason of
said insufficient fence and by reason of the defendants failure to make
such fence as was required by plaintiff & such as by said grant he was
entitled to have built on each side of said road a gelding horse the
property of the plaintiff strayed upon said Rail Road track, through
said insufficient fence on the 2d day of June 1880 & on the same day
was run against by the defendants locomotive & train & the said
defendant did then and there & thereby unlawfully kill said
gelding of the plaintiff and without the fault of the plaintiff. Which
gelding was of the value of One Hundred & forty five dollars and thereby
the defendant hath unlawfully damaged the plaintiff in the said
sum of One Hundred & forty five dollars. & therefore he prays judgment
for said sum of $145 dlls. 2d. And for a further cause of action the plain-
tiff further says. That said defendant a corporate body, did on or
about the 2d day of June 1880 unlawfully and wrongfully place upon
the plaintiff's land a dangerous wire fence on which are many hooks
and barred sharp points on which horses, cattle & other domestic animals
are liable to injure themselves and on or about the 10th day of October 1880
a heifer cow of the property of plaintiff ran upon said barbed wire fence
without plaintiffs fault and injured herself to the value of One dollar
for which plaintiff asks judgment against the defendant.

3d. And for a further cause of action the plaintiff says that defen-
dant a corporate body as aforesaid being bound by said grant
of right of way to fence its said track through plaintiff's farm did on
or about the 16th day of October in the year 1880 unlawfully kill one hog
the property of the plaintiff of the value of four dollars the said hog then
by reason of the want of sufficient fence which defendant was bound to
make and maintain & which he did not maintain, wandered upon
said Rail Road track & was killed as aforesaid by defendants locomotive
and thereby plaintiff is damaged in the sum of four dollars & for which
sum plaintiff prays judgment against defendant.

Robinson & Piper atty for Plaintiff

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The State of Ohio. Union County ss. David M. Robinson being duly sworn
deposes & says the allegations in the foregoing petition are all true as he verily believes
D. M. Robinson.

Sworn to before me & signed in my presence this 21st day of January 1881.
W. M. Kruger Clerk.

Afterward on the 21st day of January 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

David M. Robinson
vs
The P. C. & St L. R. R. Co.

The Court by request of the defendant grants leave to defendant to file answer to amended petition during the third week of this Term of Court & this cause is assigned for trial on Thursday of the 4th week of the term.

Afterward on the 29th day of January 1881 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer.

David M. Robinson
vs.
The Pittsburg, Cincinnati,
& St Louis Rail Way Company

The Defendant, The Pittsburgh, Cincinnati & St. Louis Railway Company now comes and for answer to the plaintiffs petition admits it is a corporation & is now was on the 2d day of June A.D. 1880 operating a certain line of rail road extending westward from Columbus Ohio & through the said County of Union and along the lands of plaintiff, but it says that the said rail road is in fact owned by The Columbus, Chicago, & Indiana Central Railway Company & that this defendant is operating the same as Lessees of said Company 2d The Defendant denies that it was bound by the terms of said written contract between John M. Robinson & The Col. Piqua & Indiana Rail Road Company to build a fence along said Plaintiffs land as claimed in said petition for it says that said plaintiff never required or notified it so to do & this Defendant denies all the allegations of said petition in that behalf. 3d The defendant for further answer to Plaintiffs Petition says that a few days prior to the 2d day of June A.D. 1880. it constructed along said rail road operated by it where the same runs through plaintiffs lands on the line between the right of way & plaintiff land, a wire fence of five strands of barbed wire, securely fastened to strong white cedar posts, well sunk in the ground, that the materials used in the construction of said fence were the best to be had for such purpose and said fence was constructed & put up in all respects in a good workmanlike manner & was in all respects a good & sufficient fence & was as strong and as good to sufficient for the purpose of turning stock as the ordinary rail and plank fence & would withstand as great an amount of force as the ordinary rail or plank fence And the plaintiff avers that on said second day of June A.D. 1880. at the time plaintiffs horse broke through or jumped said fence and got on to the rail road track said wire fence was in all respects in good order & condition And plaintiff denies that the said gelding horse was injured or killed by reason of any fault or neglect of this defendant in & about the construction of said wire fence or any other fault whatsoever And defendant denies that said plaintiff hath sustained damages.

in the sum of $145. or in any other sum whatsoever by reason of any wrong fault or neglect on the part of this defendant, and denies each & every averment and allegation in said first cause of action in said Petition set forth not herein before expressly admitted. 2d And Defendant for answer to the said 2d cause of action in the petition set forth admits that it is a corporation as therein stated but denies each and every other averment thereof, and for further defense it avers that at the time said Plaintiff turned his said stock into said field enclosed by said barbed wire fence he well understood the exact nature of said fence & knew that horses, cattle, sheep & other stock that ran against the same were liable to scratch themselves. 3d And defendant for answer to the 3d cause of action in the petition set out admiting it is a corporation, denies each and every averment thereof. Wherefore the Defendant prays to be hence dismissed with its costs.

B. F. Chance. Atty for Defendant.

The State of Ohio, Champaign County ss. F. Chance being sworn says that he is the Attorney for the Defendant The Pittsburgh, Cincinnati & St. Louis Rail Way Company, a Corporation & that the Statements in the foregoing Answer are true to the best of his knowledge & belief

F. Chance.

Sworn to by F. Chance before me & by him signed in my presence this 29th day of January, A.D. 1881.

Seal. R. C. Howe Notary Public Champaign Co. O.

Afterwards on the 1st day of Febuary 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. David M. Robinson vs. The Pittsburgh, Cincinnati & St. Louis Rail Road Company

This day came the defendant and moved the Court to continue this cause on account of the absence of witnesses which defendant is unable to have present.

Thereupon it is considered and adjudged by the Court That this cause stand continued at the cost of the defendant and that plaintiff recover of the Defendant the costs of this term.

Afterward on the 3d day of Febuary 1881 the following Reply was filed with the Clerk of said Court which reads as follows, viz:

Reply. David M. Robinson vs. The Pittsburgh, Cincinnati & St. Louis Rail Road Company.

Court of Common Pleas Union County O.

The plaintiff for Reply to the allegations of the 3d defense denies the allegations of the same relating to the said fence except that he admits that a five wire fence was made as alleged by Defendant, but he says the same was entirely insufficient for the purposes of a fence, and says: it was not at the time said gelding went through it a good and sufficient as required by said contract. Plaintiff denies the allegations of the 4th defense so far as the said defense alleges new matter & says the plaintiff had not at that time learned that cattle would injure themselves on said wire fences.

Thereupon plaintiff prays judgment as he has done in

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his original petition Robinson & Piper Atty's for Plaintiff

The State of Ohio, Union County ss. David M. Robinson being duly sworn deposes and says he believes the allegations of the above Reply are all true.

David M. Robinson.

Sworn to before me and signed in my presence this 3d day of Feby 1881.

H. M. Ringer Clerk.

Afterward on the 3d day of May 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

David M. Robinson

vs.

Pittsburgh, Cincinnati and St Louis Rail Road Company,

Now came the parties hereto by their attorneys; Also came the following named persons as jurors, to wit: David Cochran, 2. Shepherd Clark, 3. A. J. Ferguson, 4. Dyer Rud, 5. James Kennedy, 6. R. Mayfield, 7. Oliver Lincoln, 8 Jerome Richey, 9. Jerome McMahon, 10. Walter Baker 11. William Hall. 12. Jarld Linnett, and L. 36 Marbes, said jurors, whom were duly impannuled and sworn according to law; And thereupon after hearing the evidence, argument, and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation. And now come said Jury into Open Court with their verdict in writing signed by their foreman, and say: We, the jury in this case being duly impannuled and sworn, do find and say that we find for the plaintiff for 3 Horse, $140. for Heifer $1,00 for Hog $4.40 Total $145.40

A. J. Ferguson foreman

Afterward on the 23d day of May 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

David M. Robinson

vs.

Pittsburgh, Cincinnati and St Louis Railway Company

This day came on this cause to be further heard on motion for new trial by the defendant. Whereupon the Court being fully advised in the premises do overrule said motion to which Defendant excepted. Therefore it is ordered, considered and adjudged by the Court that the plaintiff recover of the defendant said sum of One Hundred and forty five dollars found due by the jury as aforesaid, and the plaintiff's cost herein expended taxed to $. to all of which Defendant excepts and asks the Court to grant him his Bill of exceptions and by consent of the parties and by consent of the parties the Court order the Journal of the Court to remain open for thirty days for the purpose of preparing and filing said Bill of exceptions.

Attest. H. M. Ringer Clerk

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union & State of Ohio, on the 25th day of April 1881. Heretofore to wit: on the 17th day of March 1881 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

No 3796

Jephtha J. Hartley
Against
Lydia Hartley, Viola
A. Longberry, John Longberry
Hannah A. Harger, Charles
F. Harger, Amanda J. Hartley
Jesse A. Hartley, Frank A. Hartley
Garrison Longberry, Defts

Court of Common Pleas Union County, Ohio

Your petitioner Jephtha J. Hartley of the County of Union and State of Ohio represents that on or about the 29th day of April A.D. 1879 one James Hartley, late of Union County, Ohio died intestate seized of an estate in fee simple in the following described real estate Situate in the County of Union, Township of Washington, and State of Ohio. Being Lot No 184 in Virginia Military Survey No. 12289 and bounded and described as follows, to wit: Beginning at a Maple & Elm North East corner of the Survey. Thence with the original line of the Survey S. 11° E. 248 poles to an Elm & Ash corner to Lot No 2; Thence with the line of said Lot S. 78° W. 136 poles to a red oak, Hickory & Sugar corner to Lot No 3; Thence with the line of Lot No 385 N. 12° W. 243 poles to an ash and maple on the North line of the Survey; Thence with said line N. 78° E. 163 poles to the beginning, containing Two Hundred & Forty-four Acres of land more or less (being the same land conveyed by Thomas H. Bagley & Mary Thomas to said James Hartley on the 1st day of November A.D. 1853 (See Union County Record of Deeds Vol. 16 Page 600) Also the following tract of land situate in the County of Union State of Ohio in Washington Township being part of Virginia Military Survey No 12289 bounded & described as follows to wit: Beginning at a Black Ash, White Oak, Maple in the North line of Survey & Lot No 3 in said V. M. Survey No 12289; Thence N. 78° E 130 Poles to an Elm & Maple corner to Lot No 6; Thence with the line of said Lot S. 12° E. 122⅔ Poles to a hickory, Elm, Buck & Lynn corner to Lot No 3; Thence with the line of said Lot S. 78° W. 13 poles to two Sugar Trees and Ash. Thence N. 12° W. 122⅔ Poles to the beginning, containing One Hundred & Fifteen Acres more or less being the same land purchased of Stephen Davis by said James Hartley, deceased, during his life time but not conveyed, and which was afterwards, to wit: August 28th 1872 conveyed to the widow and heirs of said James Hartley dec'd - See Union County Ohio, Record Book 48, Page 313.) Also the following Tract of land situate in the Counties of Union, Marion & Hardin in the State of Ohio being part of Virginia Military Survey No. 12289 & bounded and described as follows, to wit: Beginning at two Maples Southwest corner to F. Bayless Easterly Survey No 12289 Thence N. 12° W. 200 poles to a Buck. Thence S. 78° W. 10 poles to two Beeches, Thence S. 12° E. 200 poles to a Beech; Thence N. 78° E. 80 poles to the beginning, containing One Hundred Acres of land more or less (being the same land conveyed to said James Hartley in his lifetime by Francis F. Miller by deed bearing date May 4th 1872. - See Union County Deed Record Book 30. P. 246.)

2°. The said James Hartley left Lydia Hartley, his widow, who is entitled to dower in said premises, & she resides in said County of Union and State of Ohio. 3°. The said premises descended to the following persons only heirs and legal representatives of said James Hartley, deceased subject to said dower. I. Your petitioner the plaintiff, who is a son of said James Hartley deceased, II. Viola Longberry wife of John Longberry

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who is a daughter of said James Hartley dec'd. III Hannah A. Harger wife of Charles F. Harger who is a daughter of said James Hartley deceased. IV Amanda J. Hartley, a minor whose legal guardian is Garrison Longberry, and who is a daughter of said James Hartley dec'd. V Jesse A. Hartley a minor, who is a son of said James Hartley deceased and whose legal guardian is the defendant Garrison Longberry. VI Frank A. Hartley, a minor, whose legal Guardian is said Garrison Longberry, The parties above named have the following undivided estate in said premises = 1st Your petitioner the plaintiff One undivided Sixth in fee. 2d The said Viola A. Longberry One undivided sixth in fee. 3d The said Hannah A. Harger one undivided sixth part in fee. 4th The said Amanda J. Hartley one undivided Sixth part in fee. 5th The said Jesse A. Hartley One undivided sixth part in fee. 6th The said Frank A. Hartley One Undivided Sixth part in fee. Your petitioner prays that the said Lydia Hartley, Viola A. Longberry, Hannah A. Harger, Charles F. Harger, Amanda J. Hartley Jesse A. Hartley, Frank A. Hartley the last three whom are minors and Garrison Longberry be made parties defendants to this petition; And your petitioner desiring to hold his said interest in severalty, prays that partition may be made of said premises and that the dower of the said Lydia Hartley may also be assigned her dower, or if partition cannot be made, without manifest injury then the premises may be sold, or other order taken pursuant to the statute.

Carpenter & Brodrick. Att'ys for Plaintiff

The State of Ohio Union County ss. Jeptha J. Hartley the plaintiff being sworn says, the facts stated and allegations contained in his foregoing petition are true as he verily believes. Jeptha J. Hartley

Sworn to by Jeptha J. Hartley before me and signed by him in my presence this 19th day of March A.D. 1881.

S.S. Gardiner, Justice of the Peace.

We hereby waive the issuing and Service of Summons in the above entitled case and enter our appearance herein March 19th 1881.

Lydia her + mark Hartley, Viola A. Longberry, John Longberry, Hannah A. Harger, Charles F. Harger, Amanda J. Hartley, Jesse A. Hartley, Frank A. Hartley, Garrison Longberry.

Afterward on the 25th day of April 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. Jeptha J. Hartley. vs. Lydia Hartley et al. } And now came the said Jeptha J. Hartley by Carpenter & Brodrick, his Attorneys, and thereupon this cause came on to be heard upon the petition and evidence and was argued by counsel, On consideration whereof the Court do find that all of said defendants have waived, in writing, the issuing and service of Summons in this case and have entered their appearance herein. and that they are all in default for answer or demurrer although the time for them to answer or demur has passed, And the Court further finds that the plaintiff Jeptha J. Hartley, has a legal right to and is seized in fee simple of the undivided one sixth part of the premises described in the plaintiffs petition. And the Court do further find that the said Viola A. Longberry. Hannah A. Harger. Amanda J. Hartley

Jesse A. Hartley and Frank A. Hartley, are tenants in common in said premises with the said Jepthas J. Hartley, in the following proportions to wit: That the said Viola A. Longberry is seized of the undivided one sixth part thereof, the said Hannah A. Harger of the undivided one sixth part thereof, the said Amanda J. Hartley of the undivided one sixth part thereof, the said Jesse A. Hartley of the undivided one sixth part thereof, And the said Frank A. Hartley of the undivided one sixth part thereof and that the said Lydia Hartley is entitled to dower therein. It is therefore ordered that a writ of partition issue to the Sheriff of said County commanding him that by the oaths of Lorenzo Cheney, Harry Mathers and F. J. Sager One fuel equal third part of said premises in said petition described, be set off and assigned to the said Lydia Hartley as her dower estate, And that by the like oaths of the said Lorenzo Cheney, Harry Mathers and F. J. Sager partition be made of said lands, subject to the said dower estate in the following proportion to wit: To the said Jepthas J. Hartley one sixth part, To the said Viola A. Longberry one sixth part, To the said Hannah J. Harger one sixth part, To the said Amanda J. Hartley one sixth part, To the said Jesse A. Hartley one sixth part, To the said Frank A. Hartley one sixth part. And it is further ordered that said Sheriff return his proceedings in the premises forthwith

Afterward on the 25th day of June 1881 the following writ of Partition and Dower was issued by the Clerk of said Court which reads as follows, viz:

Writ of Partition & Dower

The State of Ohio, Union County ss. To the Sheriff of said County, Greeting: We command you, that without delay, by the oaths of Lorenzo Cheney, Harvey Mathers, and F. J. Sager you cause to be set off and assigned to Lydia Hartley widow of James Hartley, late of said County, deceased, one full equal third part of the Real Estate hereinafter described; and that in like manner, by the oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union, Township of Washington & State of Ohio, being Lot No 4 & 6 in U. M. S. No 1228 & and bounded and described as follows, to wit: Beginning at a maple & Elm N.E. corner of the Survey; Thence with the original line of the Survey, S. 10° E. 248 poles to an Elm & Ash corner to Lot No 2; Thence with the line of said lot S. 78° W 156 Poles to a Red Oak, Hickory & Sugar corner to lot No 3; Thence with the line of lots Nos 3 & 5 N 12 W 245 poles to an ash and maple in the north line of the Survey; Thence with the said line N 78° E 163 poles to the beginning, containing 245 acres of land more or less (being the same land conveyed by Thomas H. Bayley & Wray Thomas to said James Hartley on the 1st day of Nov 1853 — See Union County Record of Deeds, Vol 16, Page 60.) Also the following tract of land, situate in the County of Union & State of Ohio & Washington Township being part of U. M. Survey No 1228 & bounded and described as follows, viz: Beginning at a Black Ash, White Oak & Maple in the North line of Survey of Lot No 5 in said U. M. Survey No 1228 & Thence N. 78° E 130 poles to an ash & Maple corner to lot No 6; Thence with the line of said lot, S 12° E. 122 2/3 poles to a Hickory Elm, Buck & Lynn corner to lot No 3; Thence with the line of said lot S. 78° W 130 poles to two Sugar Trees & Ash; Thence N. 12° W 122 2/3 poles to the beginning containing 15 Acres more or less (being the same land purchased of Stephen Davis by said James Hartley deceased during his life time but not conveyed, but which was afterward to wit: August 28th 1878 conveyed to the widow and heirs of James Hartley dec'd (See Union County O. Deed Record Book 48 Page 313) Also the following Tract of land Situate in the Counties of Union, Marion & Hardin in the State of Ohio, being part of U. M. S. No 1218 &, bounded and des-

Com. Report

Sheriff's Return

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W. M. Winget Clerk

Sheriffs Return

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Lorenzo Cheney, Harvey Mattes, and F. J. Sager causing Dower to be assigned to Lydia Hartley widow of James Hartley deceased, and partition to be made of the premises in said writ described; and the said commissioners being of the opinion that the said premises can be divided without manifest injury, I have caused the same to be partitioned all of which will more fully appear by reference to the report of said Commissioners, herewith returned

Given under my hand this 9th day of May A.D. 1881. Service 90¢ Mileage $7.00 Executing writ $1.00 Swearing Com $1.20 Report of Commissioners $1.50 Total $11.60 Commissioners Fees $2.00

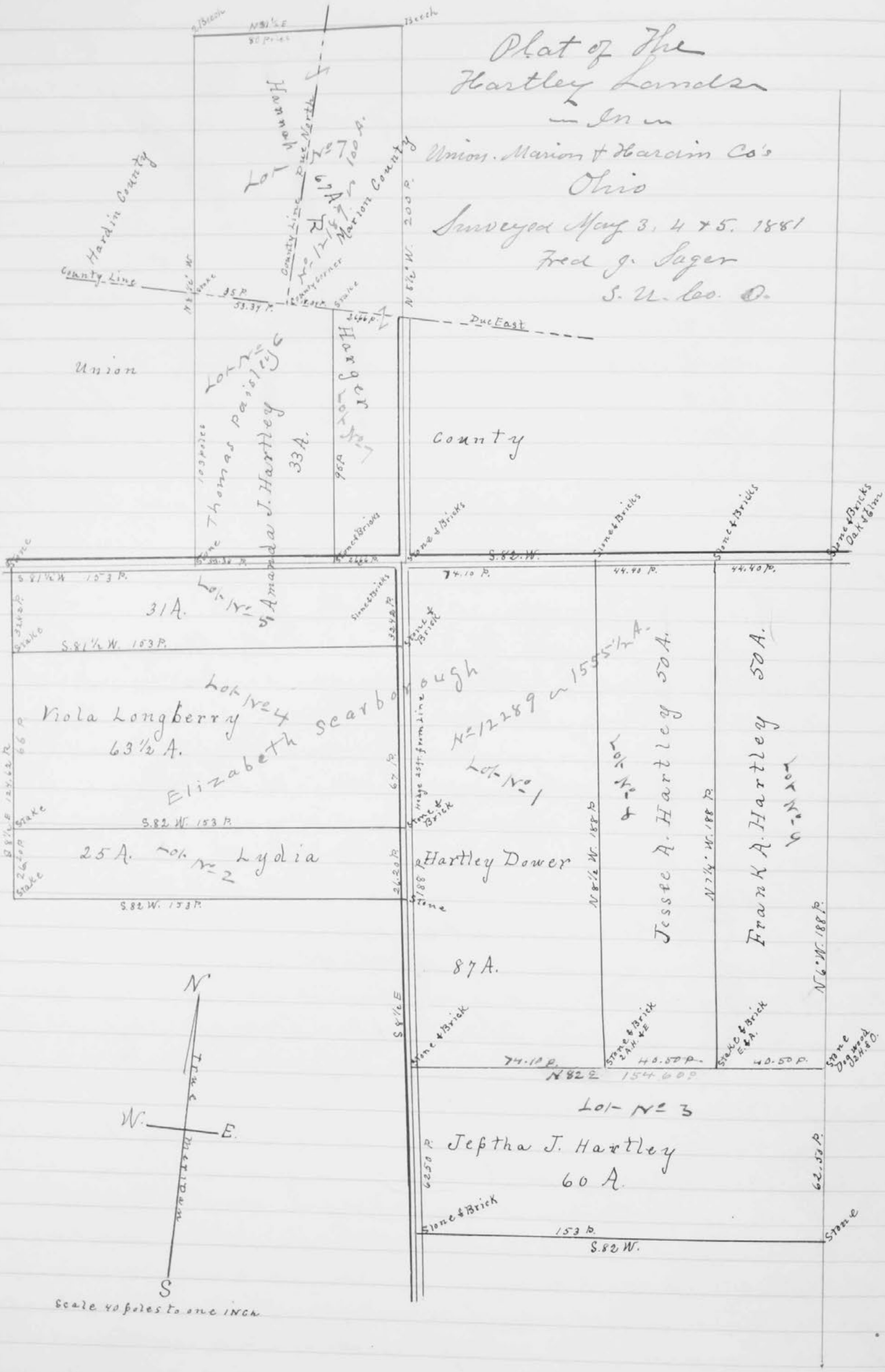
John Hobensack Sheriff.

Com. Report

Jeptha J. Hartley
vs.
Lydia Hartley Et al.

} Union County ss. Court of Common Pleas.

According to the command of the writ of Partition and Dower in this case issued, and on the call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Lydia Hartley as her dower estate in said lands, in said petition described, the following tract, to wit:



To the said Lydia Hartley for her Dower, Lots Nos One (1) and Two (2) as represented on the adjoining plat. Lot No One (1) described as follows, to wit: Situated in the State of Ohio in the County of Union and in Washington Township, being part of the original U.M. Survey No 12289. Beginning at a stone with pieces of brick at the intersection of two County Roads in the north line of said Survey and N. 82° E. 3 poles from the Southeast corner of Survey No 2189 thence with

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the north line of said Survey No 12289 (True meridian courses) N. 82 & 7/10 poles to a stone & pieces of bricks; thence S. 8½° E. 188 poles to a stake, pieces of brick 2 Ashes and an Elm; thence S 82° W. 7 & 10 poles to a stone and pieces of brick in the center of a Road; thence with the center of said Road N 8½° W 188 poles to the place of beginning containing 87 acres of land.

Also the following discribed premises Being lot No. (2) Two, as shown by the adjoining Plat. Situated in the County of Union in the State of Ohio, in Washington Township and being part of orginal U.M. Survey No 12289.

Beginning at a stone in the center of a County Road, North east corner to lands now owned by Daniel Van Buskirk; thence (True meridian courses) with Buskirks and Hollins line S. 81½° E. 153 poles to a stake in Wm Williams line; thence with his line N 8½° E 36,20 poles to a stake; thence N. 81½° E. 153 poles to a stone and pieces of bricks in the center of said road, thence with the center of said road S. 8½° E. 26 & 8 poles to the place of Beginning containing 25 Acres of land. the total amount set off as the Dower of the said Lydia Hartley being 112 Acres of land.

And we do partition said premises as follows, to wit:

To the said Jephay Hartley as his one sixth part of the remaining lands of the said James Hartley Estate all of Lot No three (3). Bounded and Described as follows: Situate in the State of Ohio, Union County, and in Washington Township, Being part of Orginal U. M. Survey No 12289 Beginning at a stone and pices of brick South east corner to D. Van Buskirks land and Northwest corner to Elsie Longberry's land; thence with Longberry line N 82° E. 153 Poles (True meridian courses) to a stone thence N 6° W. 62 60/100 poles to a stone and pices of bricks thence S 82° W. 154 60/100 poles to a stone & bricks thence S. 8½° E. 62,50 poles to the place of beginning Containing (60) Sixty Acres of land.

To the said Viola A. Longberry as her one sixth part of the estate of the said James Hartley, after said Dower had been assigned;

All of Lot Number (4) four as represented on the adjoining Plat. Bounded and described as follows, to-wit: Beginning at a stone and pices of brick in the center of the McAdams road being 32 42/100 poles S 8½° E. from where said Road intersects the north line of Survey No 12289, thence (True meridian courses) with the center of said road S. 8½° E. 67 poles to a stone and pices of Brick thence S 82° W 153 poles to a stake in Wm Williams line; thence with his line N. 8½° W. 66 poles to a stake thence N. 81½° E 153 poles to the place of beginning being (63½) sixty three and one half acres of land in orginal U. M. Survey No 12289 in Washington Township Union County Ohio.

To the said Amanda J. Hartley as her one sixth part of the estate of James Hartley after said Dower had been assigned.

All of Lots Nos (5 & 6) five & Six Bounded and described as follows Situated in the State of Ohio in Union County in Washington Tp. being part of the Orginal U. M. Surveys. Nos 12289 and 12187.

Lot No. 5 Beginning at a stone and pieces of bricks at the intersection of two County Roads 18 ft & 81½° W from the Southeast corner of Survey No 12187 and in the north line of survey No 12289; thence (True meridian courses) with said Survey lines S 81½° W. 153 poles to a stone northeast corner to Wm Williams land thence with his line S. 8½° E. 32 42/100 poles to a stake

Thence N 81½° E. 153 poles to a stone and pieces of bricks in the center of a County road; thence with the center of said Road N 8½° W. 32 42/100 poles to the place of beginning containing (31) Thirty One acres of land. Lot No 6. Situated in the State of Ohio, in Union County, Washington Township, being part of O. V. M. Survey No 12189. Beginning at a Stone in the South west corner of said Survey; thence (True meridian courses) N. 8½. W. 103. poles to the line between Union & Hardin Counties; thence with said County line due East 33 poles to the South East corner of Hardin County; thence course continued with the line of Union & Marion Counties 18 34/100 poles to a Stake (witness a burr oak); Thence S. 8½° E. 75 poles to a stone and pieces of brick in the South line of said Survey No 12189; thence with said Survey line and the center of the Obedien Road S. 81½° W. 53 34/100 poles to the place of beginning containing (33) Thirty Three Acres of land The entire number of Acres assigned to said Rhuanda J. Hartley being 66 Acres.

To the said Hannah J. Harger as her one sixth part of the estate of James Hartley after the said Dower had been assigned; All of Lot No (6) Seven as represented by the adjoining plat. Situated in the State of Ohio in the Counties of Union, Hardin & Marion being part of O. V. M. Survey No 12189 - Beginning at a stone and pieces of bricks in the south east corner of said Survey; thence (True meridian courses) with the east line of said Survey N 8½° W. crossing the line between Union and Marion Counties 200 poles to the North east corner of said Survey; thence with the northerly line of said Survey S. 81½° W. 80 poles to 2 Buckeyes north west corner to said Survey crossing the line between Marion and Hardin Counties; thence S. 1½° E. 97 poles to the line between Hardin & Union Counties; thence due east 33 34/100 poles passing the corner of Hardin Marion Counties at 33 poles with the line of Union County; to a stake (witness a burr oak); thence S. 8½° E. 75 poles to a stone and pieces of brick in the South line of said Survey, thence with said Survey line N. 81½° E. 26 6/100 poles to the place of beginning, containing (67) Sixty Seven Acres of land. Then being 19 Acres in Union County, 24 Acres in Marion County and 23 Acres in Hardin County. +

To the said Jesse A. Hartley as his one sixth part of the estate of James Hartley after said Dower had been assigned, all of Lot No 8 as represented on the adjoining Plat. Bounded and described as follows, to-wit: Situated in the State of Ohio in the County of Union in Washington Township being a part of original U. M. Survey No 12289. Beginning at a stone and pieces of brick in the north line of said Survey S. 82° W. 44 40/100 poles from the Northeasterly corner thereof and in the center of the Obedien road; thence with the center of said road and in Survey line (True Meridian courses) S. 82° W 44 40/100 poles to a stone and pieces of brick; thence S. 8½° E. 188 poles to a stake and brick (witness 2 a. a H & E); thence N 82° E. 40 60/100 poles to a Stake & brick (witness an Elm and Ash) thence N. 7¼° W. 188 poles to the place of beginning containing (30) Fifty Acres of land. To the said Frank E. Hartley as his one sixth part of the estate of the said James Hartley, after said Dower had been assigned All of Lot No (8) Nine as represented on plat. Bounded and described as follows, to-wit: Situated in the County of Union in the State of Ohio in Washington Township being part of original U. M. Survey No 12289. Beginning at a stone and pieces of bricks

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planted at the foot of a Burr Oak near an Elm original corner ties to the Northeast corner of said Survey No 12289; thence with the east line of said survey (True meridian courses) S. 6° E 188 poles to a stone thence S 82° W. 40 6/10 poles to a stake and brick (witness an Elm & Ash); thence N. 7¼° W 188 pole to a stone and bricks in the north line of said Survey; thence with said Survey line N 82° E 44 40/100 poles to the beginning containing (50) fifty Acres of land. May 7th 1881. Fees of Commissioners and Surveyor in the case of Jeptha J. Hartley vs. Lydia Hartley Rev. S. C. Sec. No. 1300. Commissioners Lorenzo Cheney 2 days @ $1.50 $3.00. Harvey Mather 2 days @ $1.50 $3.00. F. J. Sager 2 days @ $1.50 $3.00. Surveyors fees Rev. S. C. Sec. 1183 4 days including plat, descriptions &c. F. J. Sager. $16.00

Given under our hands this 6th day of May A.D. 1881.

Lorenzo Cheney, Harvey Mather F. J. Sager Comrs.

Afterward on the 9th day of May 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

Jeptha J. Hartley
vs.
Lydia Hartley et als.

On motion to the Court by plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and the same having been examined by the Court, and found in all respects correct, and in conformity to law and the former order of this Court, the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that the said Lydia Hartley have and possess the lands so assigned to her as for her reasonable Dower in said premises and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively. And it is further ordered that the costs of this action, including a counsel fee of $17.23 to Carpenter & Brodrick for services therein taxed at $12.50 be paid by the said parties in the following proportions, to-wit: Jeptha J. Hartley ⅓ or $17.85⅔, Lydia Hartley ⅓ or $17.85⅔, Viola A. Laugbery ⅓ or $17.85⅔, Hannah A. Harger ⅓ or $17.85⅔, Jesse A. Hartley ⅓ or $17.85⅔, Frank A. Hartley ⅓ or $17.85⅔, Amanda J. Hartley ⅓ or $17.85⅔.

And said costs shall be a lien upon said lands and if not paid within ten days from this order, execution may issue therefor.

Attest. W. M. Winget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union & State of Ohio, on the 25th day of April 1881. Heretofore, to-wit: on the 29th day of March 1878 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Hiram W. Riley
vs.
F. M. Dicks & Mrs F. M. Dicks his wife.
L. Frank Gill, 2nd & Mrs L. Frank Gill his wife.
Thomas L. Crafty, Royal S. Fish, and
Cutler & Co.

The State of Ohio, Union County ss.

Court of Common Pleas.

The plaintiff Hiram K. Riley complains of the defendants F. M. Dicks and L. Frank Gill, for that the said Defendants on or about the 22d day of January A.D. 1876. executed and delivered to one Thomas P. Coatty their mortgage deed of said date and thereby conveyed to the said Thomas P. Coatty, his heirs and assigns forever, in fee simple, the following described real Estate, Situate in the County of Union, and State of Ohio, to-wit: Twenty two (22) feet off of the north side of Lot Number Sixteen (16) Situate in the Village of Richwood, Union County, and State of Ohio, for a more specific description reference is hereby made to the plat of said Village, duly Recorded in the Book of Records in the Recorders Office in Marysville, Ohio; That the said mortgage deed had a condition thereunder written whereby it was provided; "That Whereas the said F. M. Dicks and L. Frank Gill have this day executed sixteen promissory notes of even date herewith to the said Thomas P. Coatty or Order,

1st for $200.00 due May 1st A.D. 1876 with 6% interest from January 1st 1876.
2d " " " July 1st " " " " " " " " " .
3d " " " Oct. 1st " " " " " " " " " .
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5th " " " April 1st " " " " " " " " .
6th " " " July 1st " " " " " " " " .
7th " " " Oct. 1st " " " " " " " " .
8th " " " Jany 1st 1878 " " " " " " " " .
9th " " " April 1st " " " " " " " " .
10th " " " July 1st " " " " " " " " .
11th " " " Oct. 1st " " " " " " " " .
12th " " " Jan 1st 1879 " " " " " " " " .
13th " " " April 1st " " " " " " " " .
14th " " " July 1st " " " " " " " " .
15th " " " " " " " " " " " " " .
16th " " " Jany 1st 1880. " " " " " " " " .

Now if the said F. M. Dicks and L. Frank Gill or their legal representatives, shall well and truly pay the above described notes, according to the tenor thereof, then these Presents shall be void, The above described notes were given for purchase money of the above described premises.

That the said mortgage deed was duly filed for record in the Recorders Office of Union County on the 24th day of January 1876. at 11½ o'clock A.M. and duly recorded in the Records of Mortgages of said County. Vol 12. Page 147. on the 9th day of February A.D. 1876. That afterwards the said Thomas P. Coatty sold and assigned to this plaintiff the two said notes by the following written Assignment endorsed upon said mortgage, to-wit: "I hereby assign my right and interest to H. K. Riley, the following described notes, which are also mentioned as described in the within mortgage all dated Jan 22d 1876. given by L. Frank Gill and Frank M. Dicks to T. P. Coatty,

1st Note due July 1st 1876. Amount of Note $200. with interest at 6% from January 1st 1876.
2d " " Oct 1st 1876. " " " " " " " " " " " "
3d " " July 1st 1877. " " " " " " " " " " " "
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9th " " July 1st " " " " " " " " " " " "
10th " " Oct. 1st " " " " " " " " " " " "

Done at Marion Ohio April 3d 1876. T. P. Cratty.

That the said Thomas P. Cratty, also guaranteed the payment of said notes by his writing on each as follows: "I guarantee the payment of the within note." "T. P. Cratty."

A copy of said notes are here to attached, with all the endorsements thereon.

Plaintiff says he is the owner and holder of the notes numbered 6. 7. 8. 9 & 10. in the aforesaid assignment, being notes for $200 each falling due respectively Oct 1st 1877. Jany 1. 1878. April 1, 1878. July 1. 1878. and Oct 1st 1878.

That there has been paid on the first of said notes the following sums at the times following, to-wit: $92 11 March 1st 1877. and 75 00 Dec. 3. 1877. leaving now due upon said note the sum of $32.50 with interest thereon from December 3d 1877. That note Number 7. is also past due and wholly unpaid. making now due this plaintiff thereon, the sum of $200 00 with interest from January 1st 1876. And the whole sum due the plaintiff the sum of $332 50 with interest on $200 00 from January 1st 1876 and on $32 50 from Dec. 3d 1876. the residue of the notes held by plaintiff are not yet due. Plaintiff says that the said defendants F.M. Dicks and L. Frank Gill did not pay said notes as they became due according to the conditions of said Mortgage deed, nor have they yet paid the same, whereby the said deed has become absolute. Plaintiff further says that said notes and mortgage were given to secure the payment of purchase money due upon said premises as stated, and that the defendants, Mrs F.M. Dicks wife of F.M. Dicks and Mrs L. Frank Gill wife of said L. Frank Gill, have no Dower interest therein or against said mortgage. Plaintiff further says that said Royal S. Fish and said Cutler & Co the said Cutler & Co being an association organized to do business in the State of Ohio, and not incorporated and who have assumed to themselves and are known by the name of Cutler & Co and claim some interest or lien in and to said premises. Therefore the plaintiff prays that he may have an account of the money now due him upon said notes and mortgage and a judgment therefor. That the defendants claiming liens may set forth their respective claims and liens in & to said premises: That the court will adjust the priorities of the same with that of plaintiff and among the defendants. That if defendants fail to pay the sum found due plaintiff by a day to be named by the Court, that said premises may be decreed to be sold, and free from any dower of the defendant Mrs F.M. Dicks & Mrs L. Frank Gill.

And the proceeds applied on said claims of plaintiff and said defendants according to the respective priorities of the liens thereof as the same shall be settled by the Court. That plaintiff may have judgment against the defendants, F.M. Dicks and L. Frank Gill, as principals and against Thomas P. Cratty as surety or guarantee for any balance remaining unpaid after the application of the proceeds of such sale and for all proper relief.

F. McNeal Atty for Pltff.

The State of Ohio Marion County ss. Hiram N. Riley being first duly sworn says the statements of his foregoing petition are as he believe true.

H.N. Riley

Sworn to before me and signed in my presence by Hiram N. Riley.
This 26th day of March 1878.
(Seal)
A. H. Ford Clerk of Com. Pleas Court, Marion Co. Ohio.

Richwood. January 22d 1876.

Copy of Note. $200.00

October 1st A.D. 1877 after date we promise to pay to the order of Thomas P. Cratty Two Hundred dollars with 6% interest from January 1st 1876. Value received
No. 7 Due Ret. given
F. M. Dicks L. Frank Gill.
Endorsed. "I guarantee the payment of the within note. T. P. Cratty."
"Paid on the within note ninty two 50/100 dollars 62 1/100 March 1st 1877." "Paid on the within note Seventy five dollars Dec 3d 1877" "Secured by mortgage".

Richwood. January 22d 1876.

$200.00

January 1st A.D. 1878. after date we promise to pay to the order of Thomas P. Cratty. Two Hundred Dollars with 6% interest from Jan. 1st 1876. value Rec'd
No 8. Due
F. M. Dicks. L. Frank Gill.
Endorsed. "I guarantee the payment of the within note T. P. Cratty, Secured by Mortgage"

Richwood January 22d 1876.

$200.00

April 1st A.D. 1878 after date we promise to pay to the order of Thomas P. Cratty. Two Hundred Dollars with 6% interest from January 1st 1876
value received. No 9. Due.
F. M. Dicks. L. Frank Gill.
"I guarantee the payment of the within note. T. P. Cratty, Secured by Mortgage.

Richwood, January 22d 1876.

$200.00

July 1st A.D. 1878. after date we promise to pay to the order of Thomas P. Cratty. Two Hundred Dollars with 6% interest from January 1st 1876. Value received. No 10 Due
F. M Dicks, L. Frank. Gill.
I guarantee the payment of the within note T. P. Cratty secured by mortgage.

Richwood Ohio. January 22d 1876.

$200.00

Oct. 1st A.D. 1878. after date we promise to pay to the order of Thomas P. Cratty Two Hundred Dollars with 6% interest from January 1st 1876. value Received
No. 11. Due Ret. given
F. M. Dicks. L. Frank. Gill.
I guarantee the payment of the within note T. P. Cratty secured by mortgage.

Afterward on the 29th day of March A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows. viz:

Summons. The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify F. M. Dicks, Mrs F. M. Dicks L. Frank Gill, and Mrs L. Frank Gill, Thomas P. Cratty and Cutler & Co. that they have been sued by Hiram N. Riley in the Court of Common Pleas of Union County Ohio, and that unless they answer by the 27th day of April A.D. 1878 the petition of the said Hiram N. Riley against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 8th day of April A.D. 1878.
Witness my hand and the seal of said Court, this 29th day of March A.D. 1878.

(Seal)
W. M. Kruger Clerk.

Sheriff's Return. The State of Ohio, Union County, ss. Received this writ March 29th A.D. 1878. at 5 o'clock P.M. and pursuant to its command Served March 29. 1878. by delivering to each of the within named defendants F. M. Dicks and Mrs F. M. Dicks, L. Frank Gill and Mrs. L. Frank Gill, Thomas P. Cratty and James Cutler of the firm of Cutler and by a certified copy of

Entry of Appearance. This writ
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this writ with the endorsements thereon. Service $1.35 Mileage $1.20 Copy $4.20 Return 15¢ Total $4.60.

J. J. Miller Sheriff By S. M. Landon Deputy.

Afterward on the 26th day of March 1878 the following Entry of Appearance was filed with the Clerk of said Court which reads as follows viz:

Entry of Appearance

Hiram W. Riley vs. F. M. Dicks et als } The State of Ohio Union County ss. Court of Com. Pleas,

I hereby waive the issuing and service of summons and enter my appearance in the above case.

Royal S. Fish.

Afterward on the 23d day of April 1878 the following answer and cross petition was filed with the Clerk of said Court which reads as follows;

Answer and Cross Petition

Hiram W. Riley vs. F. M. Dicks et. al. } Court of Common Pleas Union County, Ohio.

And now came the defendants James Cutler & Company and say that they are a firm composed of James Cutler, D. N. Godman, J. P. Thornhill and F. H. Thornhill, doing business under the firm name of James Cutler & Company. And the said James Cutler and Company further say; by way of answer and Cross petition that on the 17th day of January 1877 articles of agreement were entered into by and between said F. M. Dicks & L. Frank Gill as Dicks & Gill parties of the first part and Hamilton & Dawson parties of the second part. by which said first parties leased the premises in said petition described to said second parties for the term of three years and renewable for five years from that date and which said contract was on the 24th day of January 1877. approved by said J. P. Gratty. who is the Grantee in said Mortgage. That on the 4th day of April 1877. the said articles of agreement were transferred with all the privileges and benefits thereunder to Frank Dicks & Co by the said Hamilton & Dawson. That on the 26th day of January 1878 the said contract leasing said premises were transfered to James Cutler & Co with all the privileges and benefits under the same by said F. M. Dicks & Company. That the said James Cutler and Company are now in possession and occupy said premises under said articles of agreement and the said leasers.

A copy of the agreement with the endorsments thereon is here to attached marked "A". Said James Cutler & Co further say. that on the 15th day of February 1878 the said James Cutler & Co. paid on the rent of said premises, the sum of Three Hundred Twenty & 60/100 Dollars ($320.60) and that on the 25th day of February 1878 the said James Cutler & Company paid the sum of One Hundred & Twenty one & 86/100 Dollars ($121.86) for which said payments the said James Cutler and Company held the receipts of the said F. M. Dicks, and paying the rent on said premises up to the 22d day of June A.D. 1878 in full.

Defendants therefore ask that the right of said James Cutler and Company be protected in the premises and that they be continued as lessees under said articles of agreement until the expiration of said lease and for all proper relief in the premises. Robinson & Piper Attys

State of Ohio Union County ss. James Cutler being duly sworn says he is a member of the firm of James Cutler & Co. duly authorized in the premises. And that the facts stated and the allegations in the foregoing answer and Cross Petition of the said James Cutler and Company are as he verily believes true.

James Cutler.

Sworn to before me by James Cutler and by him subscribed in my presence this 23d day of April 1878.

W. M. Winget Clerk.

Copy of Article 21st

Article of agreement entered into this 17th day of January A.D. 1877. by and between Dicks & Gill of the first part and Hamilton & Dawson parties of the Second part. all of Richwood Union County, Ohio.

That said Dicks & Gill have this day rented to said Hamilton & Dawson their Store building and ground thereto belonging being 22 feet off of the North side of Lot No 16 in the said town of Richwood for the term of three years from the date hereof renewable for five years from said date first above mentioned.

And the said Hamilton & Dawson hereby agree to pay for the use of said premises the sum of three hundred & 00/100 Dollars per annum payable in Quarterly instalments due April 1st July 1st October 1st and Jan. 1st for each year — to take Good and husband like care of the premises, and to give to the parties of the first part thirty (30) days notice of intention to quit the premises or retain the same at the expiration of the three years terms. In testimony whereof the above named parties have hereunto set their hands and seals this 17th day of January 1877. F. M. Dicks Seal. Frank Gill Seal.
H. C. Hamilton Seal. Edwin Dawson Seal.

The following endorsments appear on said Article, "The within agreement is this day Approved by T. P. Scratty" Jany. 22d 1877
"The within contract is this day transferred to Frank Dicks & Co. Apr. 4th 1877.
Hamilton & Dawson.
"The within Contract is this day transferred to James Cutler & Co. Jan. 29/78.
F. M. Dicks & Co.

Afterwards on the 29th day of February 1878. the following Answer and Cross Petition was filed with the Clerk of said Court, which reads as follows

Answer Cross Petition

Hiram H. Riley
vs
F. M. Dicks et als
} The State of Ohio, Union county ss. Court of Com. Pleas.

Now comes the defendant Royas S. Fish and leave of Court having been granted, for that purpose, and files his answer and cross petition herein and says: That on or about the 22d day of January 1876 the defendant F. M. Dicks and Frank Gill, executed and delivered to the defendant Thomas P. Scratty their mortgage deed of the premises in the petition, described, and as in the petition described and that said mortgage was filed for record and recorded as in the petition stated; That among the notes secured by said mortgage were five notes all of the date of January 22d 1876. each calling for the sum of $200 00 with six percent interest from Jan. 1st 1876 and falling due respectively as follows. January 1st 1879

6 Copies of Notes.

1. $200 00 Jan. 1st 1879 Two Hundred ... Indorsed ... law
2. $200 00 April 1st 1879 Two Hundred ... Indorsed
3. $200 00 July 1st 1879 Two Hundred ... Indorsed
4. $200 00 October 1st 1879 Two Hundred ... Indorsed
5. $200 00 January 1st 1880 Two Hundred ... Indorsed;

April 1st 1879. July 1 1879 Oct. 1st 1879 and Janu. 1st 1880 and all payable to the order of Thomas P. Cratty; that for a good and valuable consideration said Thomas P. Cratty sold and assigned five notes to this Defendant and defendant is now the owner and holder thereof; the same being each indorsed as follows by said Thomas P. Cratty; "I guarantee the collection of the within after due course of law" said notes are not yet due but are a lein next after those held on the plaintiff upon the premises described in plaintiffs petition. Copies of said notes are attached. This defendant therefore prays that his lein may be presumed and declared by the Court, that if said premises are sold, this Defendant may be paid of the proceeds according to the value of his notes and for all proper relief.

Royal S. Fish. By J. F. McNeal his Atty.

The State of Ohio Union County ss. J. F. McNeal being Sworn says he is the attorney of record of the Defendant Royal S. Fish, that said Royal S. Fish is a non resident of Union County, Ohio, and now absent therefrom and that the facts stated in the foregoing Answer & Cross Petition, are as he believes, true.

J. F. McNeal.

Sworn to and subscribed before me this 29th day of April A.D. 1878

W. M. Winget Clerk.

6 Copies of Notes.

$200.00 Richwood Ohio, January 22d 1876.

January 1st A.D. 1879 after date we promise to pay to the order of Thomas P. Cratty Two Hundred Dollars with 6% Interest from January 1st 1876 Value Rec'd

F. M. Dicks L. Frank Gill.

Indorsed; I guarantee the collection of the within after due course of law

T. P. Cratty.

2. $200.00 Richwood, January 22d 1876.

April 1st 1879 after date we promise to pay to the order of Thomas P. Cratty, Two Hundred Dollars with 6% interest from January 1st 1876. Value Rec'd,

F. M. Dicks L. Frank Gill.

Indorsed; I guarantee the collection of the within after due course of law.

T. P. Cratty.

3. $200.00 Richwood January 22d 1876.

July 1st A.D. 1879 after date we promise to pay to the order of Thomas P. Cratty, Two Hundred Dollars with 6% interest from January 1st 1876 value received,

F. M. Dicks. L. Frank Gill.

Indorsed; "I guarantee the collection of the within after due course of law.

T. P. Cratty.

4. $200.00 Richwood, January 22d 1876.

October 1st A.D. 1879. after date we promise to pay to the order of Thomas P. Cratty, Two Hundred dollars with 6% interest from Jan. 1st 1876. Value received

F. M. Dicks L. Frank Gill,

Indorsed "I guarantee the collection of the within after due course of law.

T. P. Cratty,

5. $200.00 Richwood Ohio January 22d 1876.

January 1st A.D. 1880. after date we promise to pay to the order of Thomas P. Cratty, Two Hundred Dollars with 6% interest from January 1st 1876. Value received,

F. M. Dicks. L. Frank Gill.

Indorsed; "I guarantee the collection of the within after due course of law.

T. P. Cratty.

Afterward on the 16th day of May 1878. the following Amended Cross petition was filed with the Clerk of said Court which reads as follows, viz:

Amended Cross Pet.

Hiram W. Riley
vs.
F.M. Dicks et als.
} Court of Common Pleas. Union County Ohio.

The said Cutler & Co for their Amended Cross Petition say; that on the 22d day of January 1877. and before the written lease spoken to in their original Cross Petition was accepted by the said Hamilton & Dawson the said Hamilton & Dawson presented the same to said T.P. Cratty for his approval then stating to him the reason why they did so because he was the owner of said Mortgage and the said Cratty then and before the said lease was accepted approved the same in writing & the said Hamilton and Dawson had no knowledge that said Cratty had sold either of said notes but they supposed he still owned the same & no notice or Memorandum was made in the records of said Mortgage to indicate that he had sold either of said Notes & they supposed that said Cratty still owned all of said notes and the said Cutler and Co had no knowledge of said Sale to the plaintiff but supposed they were still owned by said Cratty when they received said lease from said Hamilton & Dawson & paid the rent in advance in good faith relying on the approval of said Cratty & say & claim that for the rent paid in advance as alleged in said original petition they have a lein prior and better than that of the plaintiff and at all events prior and better than the notes held by said Cratty. They therefore without objecting to the sale of said premises ask that they have out of the purchase money the sum they have paid on said lease as rent. and that their prior rights be protected to them & further ask for proper relief.

Robinson & Piper Atty's for Cutler & Co.

The State of Ohio. Union County ss. James Cutler being duly sworn deposes and says that the allegations of the foregoing Cross Pet. as amended are true as he believes

James Cutler.

Sworn to before me & signed in my presence this 16 of May 1878.

W.W. Wright Clerk By Jabez Randall Dep

Order of Sale.

Afterward on the 20th day of May 1878 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

Hiram Riley
vs
F.M. Dicks et als
} This day came on this cause to be heard on the demurrer to the Cross petition of Cutler & Co in this case.

Whereupon the Court being fully advised in the premises do sustain said demurrer and thereupon leave is granted to said Cutler & Co. to file their amended Cross petition which is done. Whereupon said cause came on to be heard by the Court. and the Court being fully advised in the premises do find for the Plaintiff that there is due to him on the notes in plaintiffs petition described as No 687 the sum of Two Hundred & fifty two & 5/100

Sheriff's Return.

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with interest on $200 from January 1st 1876 and on $32 62 from Dec 3d 1876 making a Total now due of Two hundred & Eighty four & 62/100 Dollars. It is therefore considered, ordered & decreed by the Court that the said Defendants pay to the plaintiff said sum of Two Hundred & Eighty four & 62/100 Dollars within ten days from the rising of this Court or in default thereof that an order of Sale issue to the Sheriff of this County commanding him to appraise, advertise & sell said premises according to law and report his proceedings herein, the same to be sold free of all incumberances of any kind. And as to all other matters relating to right of parties or other matters relating to the distribution of the proceeds of said sale & to all moneys not due. this cause is continued.

Afterward on the 7th day of October 1878 the following Order of Sale was issued by the Clerk of said Court which reads as follows viz:

Order of Sale.

The State of Ohio Union County ss. To the Sheriff of said County. Greeting Whereas at a term of the Court of Common Pleas held at Marysville in and for said County, on the 20th day of May A.D. 1878 in the cause of Hiram W. Riley Plaintiff and F. M. Dicks et al Defendant, it was ordered, adjudged and decreed as follows, to wit: That the said defendants pay or cause to be paid to the plaintiff $284.62 costs of suit. And in default thereof that an order issue to the Sheriff of Union Co. O. commanding him to cause the lands & tenements described in plaintiffs petition to be sold according to law free of all incumbrances and bring the proceeds in to court for further Order — To. wit: Situate in the County of Union, Ohio. Fourt 22 feet off of the north side of Lot No 16. in the Village of Richwood, for a more specific description reference is hereby made to the Plat of said village recorded in Book of the records of the Recorder's Office in Marysville O.

Appraised at $2000 00. Therefore Command you, That you proceed to carry said Order, Judgment and decree into execution agreeably to the tenor thereof and that you expose to sale the above described Real estate under the statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment & costs, with costs & interest, as specified therein, and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 7th day of October 1878.

W. M. Kruger Clerk

Seal

Sheriff's Return.

The State of Ohio. Union County ss. In obedience to the command of the a former order of sale, I did on the 12th day of June 1878. summon G. H. Luellen, G. H. Court and W. H. Hill three disinterested freeholders of said County, whom were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 12th day of June A.D. 1878, said appraisers returned to me, under their hands and seals, that, they did, upon actual view of the premises, estimate and appraise the real value in money for the same at Two Thousand ($2000) Dollars. A certified copy of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County. And on the 23d day of October 1878. I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said

lands and tenements to be sold at public Sale, at the door of the Court house of said county, on the 23d day of November A.D. 1878 at One o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks: and in pursuants to said notice, I did, on said 23d day of November A.D. 1878. at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House, not sold for want of bidders. Service 3.30 Notice 1.50 12c Affidavit of Pr. 40c Writing Notice 30c Mileage $1.60 Return 15c Total $3.12 Printers Fee $7.00

Coral D. Sheriff's Return.

J. J. Miller Sheriff.

Afterward on the 10th day of January 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

Hiram K. Riley vs. F. M. Dicks et al. } This day this cause came on to be heard upon motion of the plaintiff to set aside the appraisement heretofore made of the real estate in this case, & to order a new appraisement. Being submitted to the Court upon the evidence and Exhibits and it appearing therefrom that said real Estate has all ready been twice advertised and twice offered for sale under the present appraisement, it is hereby ordered by the Court that the present appraisement be set aside and new appraisement of said real estate is hereby ordered.

Afterward on the 23d day of March A.D. 1881 the following Alias Order of Sale was issued by the Clerk of said Court which reads as follows:

Alias Order of Sale

The State of Ohio Union County ss. To the Sheriff of said County, Greeting

Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 20th day of May 1878 Hiram K. Riley obtained a judgment & decree against said F. M. Dicks et al. for the sum of Two Hundred Eighty four & 97/100 Dollars, costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed that the said F. M. Dicks et als. within ten days from the 20th day of May A.D. 1878 pay unto the said Hiram K. Riley the said sum of Two Hundred Eighty four & 97/100 with interest from the 20th day of May 1878, and costs aforesaid, and on default to the pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiff's petition &c.

Printer's Notice

And whereas, the ten days aforesaid, have fully expired and the said sum of $284.97 and costs aforesaid, have not been paid, or any part thereof, as appears to us of record; And whereas, under a former order of sale issued out of this Court, on the 18th day of September 1879 the following lands and tenements were appraised, advertised and offered for sale; To wit: Situate in the County of Union & State of Ohio, To-wit: Just off the north side of Lot No 16 in the Village of Richwood Ohio For a more specific description reference is hereby made to the Plat of said Village duly recorded in the Recorders Office in Marysville Ohio, And whereas no sale was had under said Orders we therefore command you, that you proceed without delay to reappraise, advertise and sell according to the statute regulating judgments and executions at law.

The said premises above described, and the money arising from said sale, and your proceeding therein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and the seal of said Court, at Marysville this 23d day of March A.D. 1881.

W. M. Hunger Clerk.

Sheriff's Return.

The State of Ohio Union County ss. In obedience to the command of the Order of Sale here to annexed, I did, on the 6th day of April 1881 cause to be advertised in the Richwood Gazette (a newspaper printed & published and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 14th day of May A.D. 1881 at 1 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit: five consecutive weeks; and in pursuance to said notice I did on the 14th day of May A.D. 1881 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House and then and there came Hyram W. Riley who bid for the same the sum of Eleven Hundred & forty Dollars and said sum being more than two thirds of the appraised value thereof and the said Hyram W. Riley being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Eleven Hundred & forty Dollars. Sheriff's Fees $15.36. Pr's Fee $3.00.

J. J. Hohensack Sheriff.

Printer's Notice.

Hiram W. Riley
vs.
F. M. Dicks et als.

By virtue of the above stated writ, to me directed from the Court of Common Pleas of Union County Ohio. I will offer at public sale at the door of the Court House, in Marysville, Ohio, on Saturday May 14th 1881, about one o'clock P.M. of said day, the following described Real Estate, Situate in the County of Union and State of Ohio, to wit: 22 feet off of the North side of Lot No 16 in the Village of Richwood Ohio. For a more specific description reference is hereby made to the Plat of said Village duly recorded in the Recorder's Office in Marysville, Ohio. Appraised at $300.00.

J. F. Neal Atty.

John Hohensack Sheriff. U. C. O.

The State of Ohio, Union County ss. I, Robert Smith, do make oath that the advertisment of which the annexed is a copy was published for six weeks to wit: April 7th 14th 21st 28th & May 5th & 12th A.D. 1881. in the Richwood Gazette a weekly newspaper printed in and being of general circulation within said County, and of which I am one of the editors.

Robert Smith

Sworn to and subscribed before me this 31st day of May A.D. 1881

W. M. Hunger Clerk.

Afterward on the 9th day of June 1881 the following Amended Answer & Cross petition was filed with the Clerk of said Court which reads as follows, viz.

Amended Ans. & Cross Petition

Miriam W. Riley
vs.
F. M. Dicks et als

The State of Ohio Union County ss. Court of Com. Pleas

Now comes the defendant Royal S. Fish and leave of the Court having been granted for that purpose, files his Amended Answer & Cross Petition herein and says: That on or about the 22d day of Jan. 1876. the defendants F. M. Dicks and L. Frank Gill. executed and delivered to the defendant Thomas P. Scatty. their mortgage deed of the premises in the petition described and the said mortgage was filed for record and was recorded as in the petition stated: That among the notes secured by said mortgage were five notes all of the date of January 22d. 1876 each calling for the sum of $200.00 with 6% interest from January 1st 1876 and falling due respectively as follows: January 1st 1878 April 1st 1878. July 1st 1878. Oct. 1st 1878. and January 1st 1880. all payable to the order of Thomas P. Scatty. that for a good and valuable consideration said Thomas P. Scatty sold and assigned said five notes to this defendant and this defendant is now the owner and holder thereof, the same being each endorsed as follows by said Thomas P. Scatty. "I Guarantee the within notes after due course of law." said notes are now due. and are a lien by virtue of the mortgage in the petition mentioned, next after that held by the plaintiff, upon the premises described in plaintiffs petition.

This defendant says there is due him on said notes the sum of One Thousand Dollars with interest thereon at 6% from January 1st 1876. Copies of said notes with their several endorsments are attached to the original Answer of this defendant herein.

This defendant therefore prays that an account of the amount due him upon the several promisory notes herein mentioned may be taken and that he may have judgment therefor the defendants F. M. Dicks & L. Frank Gill. as makers of said notes and against Thomas P. Scatty as guarantee; That the relative priorities of the liens of plaintiff and this and other defendants may be fixed, and the proceeds of sale now made, or hereafter made applied to the satisfaction of said liens according to their respective priorities and for all proper relief.

J. F. McNeal Atty for. Royal S. Fish.

Petition

The State of Ohio Marion County ss. Royal S. Fish being sworn says. the allegations and statements of this his Answer & Cross petition are as he believes true.

Royas S. Fish.

Sworn to before me and subscribed in my presence by Royal S. Fish this 7th day of June A.D. 1881

Exd

J. A. Wolford Notary Public M. Co. O.

Afterward on the 7th day of June 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Miriam W. Riley
vs.
F. M. Dicks et als.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on carefull examination of the proceedings

of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Hiram H. Riley by deed in fee simple the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to $1140 00. It is ordered that the Sheriff out of the money in his hands pay.

First the taxes now due upon said premises amounting to $169 76

Secondly. The costs of this Action taxed to $ ——— Thirdly; The Court find that since the original judgment herein the 3rd 4th & 5th notes in the petition set forth have become due and are unpaid & that there is due to the plaintiff thereon, with interest to the present day May 21st 1881 the sum of $793 70/100 dollars

It is therefore considered by the Court that the Plaintiff Hiram H. Riley recover of the defendants F. M. Dicks & L. Frank Gill and Thomas P. Gratty the said sum of $793 70/100 so found due with interest @ 6% from May 21st 1881.

And the Court find that F. M. Dicks & L. Frank Gill are principals in said judgment and that Thomas P. Gratty is a guarantee or surety thereon And it is ordered that the Sheriff out of the proceeds of said sale pay to said plaintiff Hiram H. Riley the amount herein and in the former decree found due and owing him with interest to wit: the sum of $1129 66/100 dollars

And upon motion of the defendant Royal S. Fish he has leave to file an amended answer and cross petition by the 15th day of June 1881 and this cause and the further order of distribution is continued to the next term of this Court.

Attest. W. M. Wright Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas, begun and held at the Court House in the Town of Marysville within and for the County of Union & State of Ohio on the 25th day of April 1881. Heretofore to wit: on the 23d day of October 1880 the following Petition was filed with the Clerk of said Court which reads as follows viz:

John S. Fleck. and
A. S. Chapman Partners
under the firm name of Fleck & Chapman
against.
N. D. Degood, Ally J. Degood and
E. J. Healy.

Petition

Court of Common Pleas, Union County O.

The plaintiffs say that they are partners under the firm name and style of Fleck & Chapman and say for their First Cause of Action: Their first Cause of Action is founded on an account for lumber and materials furnished by the plaintiff to defendant N. D. Degood at his request (an itemized Statement of which is hereto attached marked "Exhibit A") that are no credits upon said account. 2d There is now due from defendant N. D. Degood to the plaintiff on said Account, and remaining unpaid, the sum of One Hundred & Fourteen & 83/100 which plaintiffs claim with interest thereon from the 25th day of May A.D. 1880.

Second Cause of Action:

The plaintiffs for their second cause of action say that there is due to them from the defendant N. D. Degood upon an account, an itemized

Praecipe.

Summons.

Sheriff's Return.

Summons

Sheriff's Return.

Statement of which is hereto attached marked "Exhibit A" the sum of One Hundred & Fourteen 83/100 Dollars with interest thereon from the 25th day of May A.D. 1880. The said account is overdue and no part thereof has been paid. That said account is for lumber and materials furnished by plaintiffs to the defendant N.D. Degood by virtue of a verbal contract and agreement with said N.D. Degood in accordance with which contract said plaintiffs furnished said lumber and materials to said N.D. Degood for the construction of a dwelling house erected upon the premises of said N.D. Degood, situate in the County of Union and State of Ohio and in the township of Leesburg being a part of Virginia Military Survey No 3162 & bounded and described as follows to wit: Beginning at a stone in the center of the Bellefountain Road, & corner to Franklins lot; Thence N. 9° E 210 poles to a stone in the county road (name not known); Thence S. 81° W. 46 Poles to a stone in the center of Bokes Creek; Thence up said Creek with the meanderings thereof 84 Poles to a stone (witness a sugar tree on the South Bank); Thence S. 9° W. 182 Poles to a stake in the center of the Bellefountain Road; Thence N. 88° E. 64 poles to the beginning containing Eighty two (82) Acres excepting therefrom Twenty four town lots laid off from the Northeast part of said premises and forming a portion of the Village of Magnetic City (or Springs)

The plaintiffs say that on the 24th day of September A.D. 1880 they made out an account in writing of the lumber and materials furnished by them as aforesaid and on said day made oath thereto according to law. (Having within four months after furnishing said lumber and materials). And on said day plaintiffs filed the same in the Recorder's Office of Union County, Ohio (said county of Union being where said lumber and materials were furnished), which account so made and filed was recorded by said Recorder agreeably to law, on the 9th day of October A.D. 1880 in the Union County Record of Liens Vol. No. 1 Page 175. The plaintiffs have therefore created a lein in their favor on the dwelling house aforesaid and the premises on which it stands (The copy of the account hereto attached is the full account so filed with the Recorder including the affidavit to the same)

Plaintiffs say they are advised that the defendant E.J. Healy claims to have some interest in or claim against said premises above described but plaintiffs are ignorant of the nature or extent thereof and ask that he be required to answer hereto and to set forth his claim. Plaintiffs therefore ask judgment against said N.D. Degood for said sum of One Hundred & Fourteen 83/100 Dollars with interest thereon from the 25th day of May A.D. 1880 and that said Mechanics lien may be enforced and that said premises on which said lien attaches, be ordered to be appraised, advertised & sold to pay said debt and such other and further relief as is just and Equitable

Carpenter & Brodrick Attys for Pltffs.

The State of Ohio Union County ss. John S. Flick one of the above named Plaintiffs being sworn says the facts stated and the allegations contained in the plaintiffs foregoing Petition are true as affiant verily believes

John S. Flick

Sworn
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Service

Sworn to by John S. Fleck before me and signed by him in my presence this 23d day of October A.D. 1880.

W. M. Winget Clerk.

Praecipe. To Clerk; Issue summons in the above case returnable acording to law. To Sheriff of Delaware County Ohio for E. J. Healy and to the Sheriff of Union County for N. D. Degood and Ally J. Degood. Indorsement. Claimed $114,83 with Interest from May 25th 1880. Enforcement of Mechanics lein.

Afterward on the 23d day of October A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz;

Summons. The State of Ohio. Union County ss. To the Sheriff of the County of Delaware, Greeting;

We command you to notify E. J. Healy that he and others have been sued by John S. Fleck and A.S. Chapman partners under the firm name of Fleck and Chapman in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of November A.D. 1880. the petition of the said Fleck & Chapman against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 1st day of November A.D. 1880. Witness my hand and the seal of said Court, this 23d day of November A.D. 1880.

Seal. W. M. Winget Clerk.

Sheriffs Return. The State of Ohio Delaware County ss Received this writ on the 25th day of October A.D. 1880 at 10 o'clock A.M. and pursuant to its command on the 30th day of October 1880 I served the within named defendant E. J. Healy by delivering to him personally a true and certified copy of this writ with the endorsements thereon Since 35¢ Mileage 1.20 Copy 20¢ Return 25¢ Total $2.00

William Cutler, Sheriff of Del. Co. Ohio.

Afterward on the 23d day of October A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz;

Summons. The State of Ohio, Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify N. D. Degood and Ally J. Degood that they and another have been sued by John S. Fleck & A.S. Chapman Partners under the firm name of Fleck and Chapman in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of November A.D. 1880 the petition of the said Fleck & Chapman against them filed in the Clerks Office of said Court such petition will be taken as true and Judgment rendered accordingly. You will make due return of this summons on the 1st day of November A.D. 1880.

Witness my hand and the seal of said Court, this 23d day of October A.D. 1880.

Seal. W. M. Winget Clerk.

Sheriffs Return. The State of Ohio. Union County ss. Received this writ October 23d A.D. 1880 at 4 o'clock P.M. and pursuant to its command served the same on the 27th day of October 1880 by leaving a certified copy thereof with the endorsements thereon with the endorsements thereon at the residence of each of the within named N. D. Degood and Ally J. Degood

Service 5 5¢ Mileage 1.20 Copy 50¢ Total $1.75.

J. J. Miller Sheriff.

Afterward on the 10th day of January 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry

Fluck & Chapman
vs.
N. D. Digood et al.

This day this cause came on for hearing and the defendants still failing to answer or demur to the plaintiffs petition herein filed, the same was submitted to the Court on the pleadings and evidence, on consideration whereof the Court find that there is due to said plaintiff from the defendant N. D. Digood on account of the materials furnished as set forth in the petition the sum of One Hundred & Eighteen & 7/100 Dollars with interest from the 10th day of January 1881, and that the same is a lien on the premises described in the petition, by reason of the Mechanics lien therein described, and recorded in Book No 2 Page 175 of the Union County Record of liens, and that the plaintiff is entitled to have said lien enforced. It is therefore considered and adjudged that the plaintiffs Fluck & Chapman recover from said defendant N. D Digood, the said sum of One Hundred & Eighteen & 7/100 Dollars with interest thereon from the 10th day of January A. D. 1881 together with their costs herein expended.

And it is further ordered, adjudged and decreed by the Court that unless said judgment is paid within 10 days from the entry hereof, an order may issue to the Sheriff of Union County, Ohio commanding him to sell said premises as upon execution; and his proceedings in the premises to make due return to this Court.

Attest W. M. Knight Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union & State of Ohio, on the 25th day of April 1881.

Heretofore to wit on the 28th day of December 1877. The following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Joshua S. Gill
vs.
Lorenzo Sabins W. Cramer
Diana Kelsey nee Richwood
Building & Saving Association

Court of Common Pleas Union Co. O.

Plaintiff says: That on or about July 4th A. D. 1874 the plaintiff was seized in fee simple of the following described lands and tenements Situate in said County of Union in the State of Ohio, and Bounded & described as follows to wit: Fifty (50) feet off of the north side of the Homestead Lot number five hundred and Sixty Eight (568) Extending westward to the extention of the Alley running northward at both the westends of lots Nos 322 8, 323, 324 &c. in said Gills second Addition to the Village of Richwood. A plat of which is duly recorded in the Records of the Recorders Office at Marysville Union County Ohio.

Said Joshua S. Gill the plaintiff herein did then sell said premises to the said Lorenzo Sabins for the sum of $300 dollars and did then and there by his deed by general warranty duly executed and delivered to the said Lorenzo Sabins his heirs and assigns in fee simple and the said Lorenzo Sabins then paid the said Joshua S. Gill the

sum of $166. part of said purchase money and also gave his promissory notes of that date. One for $167. on the 15th day of June 1875 with 8% interest from the 15th of June 1874. And One for One Hundred & Sixty seven Dollars payable on June 15th 1876. with interest at 8% from June 15th 1874. and delivered to the said plaintiff to secure the payment of said sums of One Hundred and sixty seven Dollars the balance of the purchase money on said premises. And also said Lorenzo Sabine then executed and delivered his Mortgage deed to plaintiff upon said premises to secure the payment of said note but said mortgage deed was never recorded; And the plaintiff saith that the said defendant Lorenzo Sabine did on the 1st day of February A. D. 1876 pay on said note the sum of forty & 87/100 Dollars; there is now due and remaining unpaid on said note the sum of One Hundred & fifty & 13/100 Dollars from the said Lorenzo Sabine to the plaintiff which plaintiff claims with interest from February 1st 1876. which the said Lorenzo Sabine though often requested wholly neglects and refuses to pay. And the said plaintiff further avers that said Diana Kelsey purchased of the said Lorenzo Sabine the said premises with full knowledge of the fact that the said Lorenzo Sabine had not paid the balance of said purchase money as aforesaid and that plaintiff held his mortgage on said premises as aforesaid, and took a conveyance from the said Lorenzo Sabine to herself, as plaintiff is informed, for the said premises so by said Diana Kelsey purchased from said Lorenzo Sabine

Plaintiff further avers that the said Lorenzo Sabine is wholly insolvent and unable to pay the said notes given for balance of purchase money on said premises. The said plaintiff therefore prays judgment against the said Lorenzo Sabine for the said sum of One Hundred fifty & 13/100 ($150 13/100) Dollars together with interest at eight per cent from the first day of February A. D. 1876 and an order that in case the said Lorenzo Sabine shall not pay the said judgment by a short day to be named, the said premises may be sold and so much of the proceeds as may be necessary be applied to the payment of the judgment so to be rendered and that said Diana Kelsey and the said Richwood Union Building and Saving Association may be made parties defendant and for such other and further relief as may be required,

Robinson & Pipenditty for Plaintiff.

State of Ohio Union County ss. Joshua S. Gill being duly sworn according to law. says that the facts stated and the allegations in his foregoing petition are, as he verily believes true.

J. S. Gill.

Sworn to before me by Joshua S. Gill and by him subscribed in my presence this 27th day of December A.D. 1877.

W. B. Ferguson Notary Public.

Praecipe. To the Clerk: Issue summons to Sheriff of Montgomery County for Diana Kelsey & Lorenzo Sabine & to the Sheriff of Union County for the Richwood Building & Saving Association and M. Cramer, and endorse on both, petition on notes & Mortgage for $130 13/100 with interest from Feby 1st 1876. and for other purposes

Afterward on the 28th day of Dec 1877 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio. Union County ss. To the Sheriff of the County of Montgomery, Greeting: We command you to notify Diana Kelsey and Lorenzo Sabine that they and others have been sued by J. S. Gill in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of January A.D. 1878 the petition of the said J. S. Gill against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 7th day of January A.D. 1878. Witness my hand and the seal of said Court this 28th day of December A.D. 1877.

Seal

W. M. Knight Clerk

Sheriff's Return

The State of Ohio. Montgomery County ss. Received this writ January 1st A.D. 1878 and pursuant to its command I served the same on the 2d day of January 1878 by handing a true copy thereof to Diana Kelsey and I served Lorenzo Sabine by leaving a like copy at his usual place of residence Service 55¢ Mileage 10¢ Copy 60¢ Return 30¢ Total $2,05

Albert Babe Sheriff By C. T. Fruman Deputy

Afterward on the 28th day of December A.D. 1877 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Richwood Building and Saving Association and M. Cramer that they and others have been sued by Joshua S. Gill in the Court of Common Pleas of Union County Ohio and that unless they answer by the 26th day of January 1878 the petition of the said J. S. Gill against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 7th day of January A.D. 1878. Witness my hand and the seal of said Court, this 28th day of December A.D. 1877.

Seal

W. M. Knight Clerk.

Sheriff's Return

The State of Ohio Union County ss. Received this writ Jan. 1st A.D. 1878 and pursuant to its command served the same Jan. 3d 1878 by delivering to J. P. Brookings as secretary of the Richwood Building & Saving Association a certified copy of this writ with the endorsements thereon and on the same day delivered to M. Cramer a certified copy of this writ with the endorsements thereon. Service 55¢ Mileage $1.80 copy 40¢ Return 15¢ Total $2.90

J. Miller Sheriff

Afterward on the 2d day of February 1878 the following Answer and Cross petition was filed with the Clerk of said Court which reads as follows viz:

Answer & Cross Petition of M. Cramer

Joshua S. Gill

vs.

Lorenzo Sabine, M. Cramer Diana Kelsey and Richwood Building & Saving Association

Court of Common Pleas Union County, Ohio.

The Defendant M. Cramer now comes and for answer to the plaintiff's petition says: That he is wholly ignorant of the facts and allegations contained in said petition and he therefore neither admits nor denies any thing therein contained. For his cross petition he states that on or about the 30th day of March A.D. 1872 the plaintiff Joshua S. Gill made and delivered to this defendant his promisory note of that date and

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thereby promised to pay to the order of Michael Cramer April 1st 1873 the sum of Nine Hundred Seventy four 60/100 Dollars for value received with interest at eight percent after maturity. The following is a copy of said note with the indorsements thereon: $974 60/100 March 30th 1872.
April 1st 1873 after date I promise to pay to the order of Michael Cramer Nine Hundred & Seventy Four 60/100 Dollars payable at with eight percent interest from maturity Value received (signed) J. S. Gill.
Said note is indorsed as follows: $50 00/100 Oct. 8th 1875 Received on the within note Fifty Dollars which amount was receipted for by George Hamilton.
$100 00/100 Nov. 30th 1875 Received on the within named One Hundred Dollars"
September 20th 1876. Received on the within note Fifty ($50 00/100) Dollars."
January 4th 1878. Received on the within note One Hundred Dollars ($100 00/100) for which receipt of this date is given." The said defendant further states that said note is now due and that there is due thereon from plaintiff Joshua S. Gill to this defendant the sum of Ten Hundred Forty Five 60/100 Dollars with 8% interest from Jany. 4th 1878. This defendant further states That to secure the payment of the above described promissory note the said Joshua S. Gill and his wife Eliza A. C. Gill, on or about the 30th day of March 1872, did execute and deliver to this defendant Michael Cramer their mortgage deed of that date and thereby conveyed to the said Michael Cramer his heirs and assigns forever the following described real Estate situate in the Village of Richwood, Union County, Ohio, being part of Virginia Military Survey No 6307 and bounded as follows, to-wit: Beginning at the S.E. corner of Gill's Addition to the town of Richwood, Thence Southerly far enough to reach a new street now being laid by said J. S. Gill through his farm a distance of about 210 feet. Thence with said Street parallel with the old corporation Line to a proposed extension of Fulton Street same course as in the old corporation line - Thence Northerly along said street to S.W. corner of Gills Addition to the town of Richwood Thence along said Southern boundry to the place of beginning. Including the Homestead of J. S. Gill the grantor herein. The condition contained in said Mortgage deed was substantially as follows, to-wit: Provided nevertheless that whereas the said Joshua S. Gill has this day executed a note of even date herewith for purchase money on the above described premises for the sum of Nine Hundred Seventy four 60/100 Dollars due April 1st 1873 and payable to said Michael Cramer or Order with 8% interest after maturity. Now if the said Joshua S. Gill or his legal representatives shall well and truly pay the above described note according to the tenor thereof then these presents shall be void. The defendant further states that on the 29th day of May 1872 at one o'clock P.M. of said day the said mortgage deed was left with the Recorder of Union County, Ohio, to be by him entered on the records and that it was by him recorded on the first day of June 1872 in the Union County Record of Mortgages Vol 9. Page 279.
The defendant further stats that it was the intention of the said Joshua S. Gill and Eliza A. C. Gill at the time said Mortgage deed was executed and delivered to him to thereby secure the payment of the note above set forth but that there was mutual and concurrent mistake between the said parties and this defendant in the drafting of said mortgage deed in this to-wit: The condition contained in said mortgage deed reads that "the said Joshua S. Gill has this day executed a note of even date herewith" Whereas it was mutually intended by all the parties thereto to read as follows: the said Joshua S. Gill has executed

a note of date the 30th day of March 1872. Also there was mutual and concurrent mistake in this to-wit: The said condition reads "Said note payable to Michael Cramer or bearer" whereas it was mutually intended by all the parties hereto at the time of the execution and delivery of said mortgage deed to read as follows: "Payable to Michael Cramer or order" and not as above stated. The defendant further states that the premises above described included the entire premises described in plaintiff's petition, and said mortgage was given for purchase money.

Said mortgage deed is now absolute and there is due to this defendant thereon the sum of One Thousand Forty Five & 6/100 Dollars with interest at 8% per annum from January 1st 1878. on Nine Hundred & Seventy four & 60/100 Dollars.

The defendant therefore asks for judgment against the plaintiff Joshua S. Gill for the sum of One Thousand Forty Five & 6/100 Dollars with interest on Nine Hundred Seventy Four & 60/100 Dollars at eight per cent from January 1st 1878; That said mortgage deed herein described may be performed by decree of this Court to conform to the intention of the parties set forth, that the defendants lien on the premises described in the plaintiffs petition may be decreed to be a lien prior & better than the plaintiffs; That as prayed for to be performed mortgage herein before set forth may be foreclosed and the premises herein described may be ordered to be sold and the proceeds applied to the payment of this defendants claim and that execution may be awarded for the balance and for such other and further relief as equity and good conscience may allow.

George D. Hamilton Atty for M. Cramer

State of Ohio. Union County ss. Michael Cramer being by me first duly sworn says that the facts stated and allegations contained in his foregoing Answer & Cross Petition are true as he verily believes.

Michael (his) X (mark) Cramer

Sworn to before me by Michael Cramer and by him subscribed in my presence by his affixing his mark to his signature thereto this 2d day of February A.D. 1878

(Seal) L. L. Longbrake Notary Public

Praecipe

You will issue summons for Joshua S. Gill and Eliza A. Gill to the Sheriff of Union County, Ohio returnable according to law and endorse both "Michael Cramer asks Judgment for $1045 60/100 and foreclosure of Mortgage and general equity rules."

Summons

Afterward on the 2d day of February A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows: The State of Ohio. Union County ss. To the Sheriff of the County of Union. Greeting: We command you to notify Joshua S. Gill and Eliza A. Gill that they have been sued by Michael Cramer in the Court of Common Pleas of Union County, and that unless they answer by the 2d day of March A.D. 1878 the petition of the said Michael Cramer against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 11th day of February A.D. 1878. Witness my hand and the seal of said Court this 2d day of February A.D. 1878.

(Seal) W. M. Wright Clerk.

Sheriff's Return.

The State of Ohio Union County ss. Received this writ February 2d.

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A.D. 1878 and pursuant to its command served the same Febmary 9th 1878 By delivering to each of the within named Defendants a certified copy of this writ with the endorsments thereon. Service 35¢. Mileage $1.60 Cop. 70¢ Return 15¢ Total $2.70.

J. J. Miller Sheriff By (R.J.S.)

Afterward on the 23d day of Febmary 1878 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

Joshua S. Gill
vs.
Lorenzo Sabine. M. Cramer and others.

This day this cause came on for hearing upon the petition of the plaintiff and was submitted to the Court and the Court being fully advised in the premises do find the equity of the case to be with the plaintiff and the Court further find that the Diana Kelsey had due notice of the plaintiffs claim as set forth in the plaintiff's petition. The Court also find there is due from the defendant Lorenzo Sabine to the said plaintiff with interest from the first day of this term at 8% the sum of One Hundred & Seventy four & 100 Dollars ($174.00) being the balance of unpaid purchase money upon the premises in the petition described. And that said plaintiff has a vendors lien thereon for the same which is the first and best lien on said premises save and except a mortgage lien to the defendant Michael Cramer. And that said plaintiff is entitled to have the same sold for the payment and satisfaction of said liens. It is therefore ordered, adyudged and decred that unless the said Lorenzo Sabine or someone in his behalf shall within ten days from the entry of this decree pay to the said Joshua S. Gill or his attorneys the said sum of $177.00 with interest at 8% from the first day of this term and to the Clerk of this Court the costs of these proceedings said premises shall be sold as upon execution and an order shall issue therefore to the Sheriff of said Union County commanding him to appraise advertise and sell said premises according to law. and that the said Sheriff bring the proceds of said sale into Court for further order. The Court here Grants leave to Michael Cramer to file his answer and cross petition and as to the interest of the said Richwood Union Building and Saving Association and as to all other matters this cause is continued.

Afterward on the 14th day of October 1878 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Joshua S. Gill
vs.
Lorenzo Sabine. M. Cramer et als.

This day this cause came on to be heard the defendants, all being in default for plea answer or demur to the answer & Cross Petition filed by Michael Cramer in this action. And it appearing to the Court that due service of summons was made upon said Joshua S. Gill plaintiff - and said Eliza A. S. Gill his wife defendant by the Sheriff of Union County Ohio on the 9th day of Febmary 1878; which summons is endorsed upon the filing of said Answer & Cross petition of said Michael Cramer, this cause was submitted to the Court by the defendant M. Cramer upon said answer and Cross petition, exhibits and evidence neither party requiring a jury - On consideration whereof the Court finds

the allegations of the said Answer & Cross Petition to be true, and that there were mutual errors and mistakes made by and between the said Michael Cramer and the said Joshua S. Gill and Eliza A.L. Gill his wife as alleged in the said Answer & Cross Petition It is therefore ordered and decreed that the said mortgage deed be and the same is herby corrected so as to conform to the intentions of the parties thereto, that is to say, that said mortgage deed be taken and held to have been made & executed on the 30th day of March 1872 and to be of that date, and that the description of said note, in the condition of said mortgage be taken and held to be "payable to said Michael Cramer or order" instead of "or bearer" as in said condition contained. And on further consideration the Court finds that the condition of defeasance contained in said mortgage has been broken and that said M. Cramer has the right to have the equity of redemption foreclosed and the inchoate right of dower and homestead of the said Eliza A.L. Gill barred. And the Court further finds that there was due from Joshua S. Gill and Eliza A.L. Gill his wife to the said Michael Cramer on the indebtedness set forth in the Answer & Cross Petition of the said Cramer on the 9th day of September 1878. (that being the first day of this term) the sum of One Thousand & Ninety eight Dollars, and Seventy cents. ($1098/70) which sum the Court finds bears interest from that date at eight per cent. per annum. It is therefore considered ordered & adjudged & decreed by the Court that unless the said Joshua S. Gill and Eliza A.L. Gill his wife shall pay or cause to be paid into the said M. Cramer within ten days from this date the said sum of $1098/70 with interest at 8% from the ninth day of September 1878. and the costs herein that an order issue to the Sheriff of Union County Ohio. for the time being - Commanding him to proced to appraise, advertise & sell the lands and tenements in the mortgage and answer & Cross Petition of M. Cramer described, as upon execution at law free from the inchoate right of Dower or homestead of the said Eliza A.L. Gill, And that he bring the procuds arising from such sale into Court subject to its further order And it is further ordered that the Sheriff have the part of said premises which was conveyed by Joshua S. Gill & wife to Lorenzo Sabine appraised separate from the residue of the premises described in said Cramers mortgage and that said residue be appraised separately and offered for sale first by the Sheriff.

Afterward on the 4th day of September 1880 the following Supplemental Answer & Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Supplemental Answer & Cross Pet.

Joshua S. Gill
vs.
Lorenzo Sabine, M. Cramer
Diana Tilley and Richwood
Building & Saving Association

Court of Common Pleas. Union County, Ohio.

Entry.

The Defendant Michael Cramer now comes and for his Supplemental Answer & Cross Petition says: That heretofore to-wit: on the 14th day of October 1878 he obtained a decree of foreclosure against the plaintiff Joshua S. Gill and his wife Eliza A.L. Gill

and an order of Sale for premises in the defendants original Answer & Cross petition described. which decree and order of sale is still in full force unreversed and unsatisfied. This defendant further states that since the obtaining of said decree and order of Sale as before mentioned the Plaintiff Joshua S. Gill departed this life leaving a widow, Eliza A. L. Gill and his children and heirs named as follows: L. Frank Gill, H. D. Gill, J. S. Gill Jr. Thomas Gill, Charles F. Gill, Edwin Gill. The said Joshua S. Gill left a last will & testament, and by its provisions the said Eliza A. L. Gill was appointed Executrix thereof. The said will has been duly probated by the Probate Court of Union County, Ohio, and the said Eliza A. L. Gill has been duly qualified as such executrix.

This defendant therefore prays that the premises described in his Answer and Cross Petition herein before may be sold upon the decree and order of Sale herein before granted this defendant against the said Joshua S. Gill and Eliza A. L. Gill and above referred to and he also asks that the said Eliza A. L. Gill as Executrix of the said last will and testament of the said Joshua S. Gill L. Frank Gill, H. D. Gill, J. S. Gill, Charles F. Gill and Edwin Gill may be made parties defendant in this action and that they may be required to file answers setting up whatever claims they may have in said premises.

Geo. O Hamilton Atty for M. Cramer.

State of Ohio, Union County ss. M. Cramer being first sworn says that the facts stated and allegations contained in the foregoing pleading is true as he verily believes.

Michael (his mark) Cramer

Attest E. E. Cole.

Sworn to before me by M. Cramer and by him signed in my presence by making his mark this 1st day of September A. D. 1880.

E. E. Cole J. P.

Afterward on the 16th day of October 1880. the following entry was made on the journal of said Court which reads as follows, viz:

Entry. Joshua S. Gill vs. Lorenzo Sabine et al. } This day This cause came on to be heard upon the Supplemental Answer & Cross Petition of Michael Cramer, all others being in default for answer or demurrer, and was submitted to the Court. Upon consideration whereof the Court finds the Allegations of said Supplemental Cross Petition all to be true and that the parties mentioned in said Supplemental Cross Petition have all entered their appearance in said cause and are now in default for answer or demurrer. It is therefore ordered by the Court that the said Michael Cramer have his Order of Sale upon the decree heretofore entered in this cause and that he have such proceedings thereon as by said decree he is entitled.

Afterward on the 22d day of January 1881 the following entry was made on the journal of said Court which reads as follows:

Entry. Joshua S. Gill vs. Lorenzo Sabine et al. } It appearing to the Court that the real estate included in the Answer and Cross Petition of M. Cramer filed herein has been offered for sale by the Sheriff of this County twice by virtue of an order of sale to him issued & still remains unsold for want of bidders. Now on Motion of M. Cramer the Appraisement heretofore made is set aside and a new one ordered.

Afterward on the 5th day of March 1881 the following Order of Sale was issued by the Clerk of said Court which reads as follows viz:

The State of Ohio Union County ss. To the Sheriff of the County of Union Greting. Whereas at the term of the Court of Common Pleas held at Marysville, in and for said County on the 14th day of October A.D. 1878 in the cause of Joshua S. Gill Plaintiff and Lorenzo Sabine & M. Cramer & others were defendants it was ordered, adjudged and decreed as follows; to wit: That unless the said Joshua S. & Eliza A. C. Gill shall pay or cause to be paid unto said Michael Cramer within ten days from this date the sum of $1098.00 with 8% interest thereon from the 9th day of Sept. 1878 & the costs herein taxed that an order issue to the Sheriff of Union County commanding him to appraise and sell according to law the premises described in the Mortgage & Answer & Cross petition of said M. Cramer free from dower or homestead of Eliza A. C. Gill and bring the proceeds of said Sale into Court subject to its further order. And it is further ordered that the Sheriff have the part of said premises which was conveyed by Joshua S. Gill to Lorenzo Sabine appraised separate from the residue of said premises described in M. Cramers mortgage, and that said residue be appraised separately and offered for sale first by the Sheriff. Situate in the Village of Richwood Union County, Ohio. Being part of U. M. Survey 6307.

Beginning at the S.E. corner of Gill's Addition to the town of Richwood Thence Southerly far enough to reach a new street now being laid by said Gill through his farm a distance of about 210 feet. Thence with said Street parallel with the old corporation line to a proposed extention of Fulton Street same course as in the old corporation line: Thence Northerly along said Street to S.W. Corner of Gills Addition to the town of Richwood. Thence along said Southern boundry to the place of beginning including the homestead of J.S. Gill.

We therefore command you: That you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the Statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein, and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville, Ohio this 5th day of March 1881.

W. M. Wright Clerk.

Proof of Publication

Ezra B. Sheriff's Return.

The State of Ohio. Union County ss. In obedience to the command of the Order of Sale hereto annexed I did on the 12th day of March 1881 summon T. P. Scatty, J.D. Graham, H. M. Wright. three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands & tenements therein describe, and afterward on the 14th day of March A.D. 1881 said appraisers returned to me under their hands and seals that they did upon actual view of the premises estimate and appraise the real value in money of the Gill Property $1600.00 Salem property at $1100 A certified copy of said

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appraisal & forthwith deposital in the Office of the Clerk of the Court of Common Pleas of said County, and on the 16th day of March 1881. I caused to be advertised in the Marysville Tribune (a newspaper, printed & published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 16th day of April A.D. 1881 at 1 oclock P.M. of said day, and having advertised said lands and tenements for more than thirty days previous to the day of sale to wit: five consecutive weeks; and in pursuance to said notice I did on the 16th day of April A.D. 1881 at the time and place above mentioned, proceed to offer said lands and tenements at public sale and then and there came M.W. Hill, who bid for the Gill property the sum of One thousand and Seventy Dollars, said sum being sufficient to satisfy this judgment the Lorenzo Sabine property was not offered for sale. and said sum being more than two thirds of the appraised value of said J.S. Gill property, hereindescribed and said M.W. Hill being the highest and best bidder thereof. I then and there publicly sold and struck off said lands and tenements to him for said sum of One Thousand Seventy Dollars.

Sheriff's Fees. $21.76 Appr's. Fee $3.00 Printers Fee $1.00.

John Hobensack Sheriff.

Proof of Publication

Joshua S. Gill
vs.
Lorenzo Sabine et, al's

By virtue of the above stated writ from said Court to me directed, I will offer at Public Sale at the door of the Court House in Marysville Union County Ohio, on Saturday, April 16th 1881. at or about the hour of 1 oclock P.M. of said day, the following described real estate to-wit: Situate in the Village of Richwood Union County, Ohio. being in Virginia Military Survey No 6307. and bounded and described as follows; Beginning at S.E. corner of Gills addition to the town of Richwood, thence Southerly far enough to reach a new street now being laid out by Gill through his farm a distance of about 210 feet; thence with said street parallel with the old corporation line to a proposed extention of Fulton Street, same corner as to the old corporation line; thence northerly along said Street to S.W. corner of Gills addition to the town of Richwood; thence along said Southern boundary to the place of beginning including the Homestead of J.S. Gill. The Gill Property free from homestead or dower, Lorenzo Sabine property valued at $1.00

J.S. Gill Property valued at $1600

John Hobensack Sheriff of Union Co. O.

The State of Ohio Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in Union County the first publication beginning with April 16th 1881

J.M. Shearer.

Sworn to and subscribed before me this 25th day of April 1881

W.W. Yaeger Clerk.

Afterward on the 4th day of May 1881 the following entry was made on the Journal of said Court which reads as follows viz.

Entry.

Joshua S. Gill
vs.
Lorenzo Sabine. M. Cramer.
Diana Kelsey, & Richwood
Building & Saving Association

Court of Common Pleas Union County Ohio.

This day this cause came on to be heard on the return of the Sheriff on an Order of Sale to him issued herein March 5th 1881 upon a decree in favor of the defendant Michael Cramer rendered upon the Answer and Cross Petition of said Cramer, together with the report of the said Sheriff of his proceedings and Sale of lands and tenements under said writ. And the Court having carefully examined the said proceedings, being satisfied that the sale has, in all respects, been made in conformity to the Statute in such cases made and provided finds the same to be legal and does therefore approve and confirm the same.

It is further ordered that the Sheriff make the purchaser W. H. Hill a deed in fee simple for the lands and tenements so sold, to wit: Situate in the Village of Richwood, Union County, Ohio. being in Virginia Military Survey. No 6307 and bounded and described as follows, viz:

Beginning at the SE. corner of Gills Addition to the Town of Richwood thence Southerly far enough to reach a new street now being laid out by J.S. Gill through his farm a distance of about 210 feet. thence with said Street parallel with the old corporation line to a proposed extension of Fulton Street same course as in the old corporation line. thence northerly along said Street to S.W. Corner of Gills addition to the town of Richwood thence along said Southern Boundry to the place of beginning including the homestead of J.S. Gill, excepting therefrom a certain part or parcel of said lands heretofore sold and conveyed to Lorenzo Sabine by J.S. Gill & wife which part or parcel is described as follows. Fifty feet front on Franklin Street off the north side of Gills homestead lot No 368. extending westward to the extention of the alley running Northward along the west end of lots Nos 322 & 323 & 324 in Gills second addition to the town of Richwood Union County, Ohio. a plat of which is duly recorded in the Records of the Recorders Office at Marysville, Union County, Ohio.

And the Court coming now to the distribution of the purchase money in the hands of the Sheriff. orders that he pay first: to the Treasurer of this County the taxes and penalty due on the property so sold to wit: the sum of $83,02 Second to the Clerk of this Court the costs of this action taxed to $86,13. Third, To the defendant Michael Cramer the amount of the judgment herein rendered with interest to April 25th 1881 as called for in his decree, to-wit: the sum of $900,85

Attest. W.M. Kruger Clerk

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court house in the Town of Marysville, within and for the County of Union & State of Ohio.

Here before to-wit: On the 16th day of May 1876 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

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Petition

George B. Hamilton
vs.
Mt Carmel Lodge of Free and accepted Masons No 303 of Richwood Ohio. and Lyman Stayner William Lowe, George K. Court D.S. Stevens Admr of O.P. Stevens dec'd and Sarah Mormon.

Court of Common Pleas. Union County, Ohio.

The said plaintiff says: that on the 3rd day of Jany. 1878 he obtained a judgment against the Mt Carmel Lodge of Free and accepted Masons No. 303 of Richwood, Ohio. for the sum of One Hundred & Three & 7/100 Dollars debt & $3.35/11 costs before W. J. Wood a Justice of the Peace of said County of Union which judgment remains in full force in law. That plaintiff filed a transcript of said judgment with the Clerk of the Court on the 7th day of Febuary 1878 and the same was then legally docketed by the Clerk aforsaid and on the tenth day of May 1878 on execution issued thereon to the Sheriff of said County who has levied on the property herein after mentioned. That said Wm Lowe on the 27th day of September 1877. at the September term 1877. recived a judgment in this Court against said Lodge as defendant for the sum of Four Hundred & thirty five & 63/100 dollars debt & $8.2/11 costs which is still in full force.

That on the 27th day of April 1878. the defendant D.S. Stevens admr of O.P. Stevens dec'd recovered of said Lodge a judgment before said W. J. Woods a Justice of the Peace aforesaid for the sum of One Hundred & fifty & 50/100 dollars debt & 3.65 costs which is in full force & the said Stevens on the 3d of May 1878 filed a transcript of said judgment in this Court and the same was duly docketed at that time for the purpose of having an execution thereon. That on the 27th of April 1878 Sarah Mormon obtained a judgment before said Justice of the Peace for the sum of Two Hundred & two & 73/100 dollars debt & $3.65 costs against said Lodge and on the 4th of May 1878 said Mormon caused a transcript of said judgment to be filed in this Court for the purpose of having an execution thereon, and said judgment remains in full force. The said property was granted by said George K. Court to said Lodge by deed dated Nov. 26 1872 for the third Story of the two Story Brick building on lot No 47 of the Village of Richwood of said County of Union, Ohio. together with the right of way through the stairs through the first & second Stories of said building with the full & complete ownership of said stairs & privileges forever for the use of said Mt Carmel Lodge of Free & accepted Masons No 303 of Richwood Ohio which said grant was for the use of said Lodge forever. The plaintiff says the said George K. Court has no real interest in said third Story but the said grant being for the use of said Lodge some question may arise as to his rights therein.

That said indebtedness to the plaintiff was created by said Lodge in raising money to pay for said property and they then had no other property and have not now any other property liable to pay said claims. Owing to the peculiar nature of said title to said property & the said various claims against said lodge a sale cannot be made of said property without first obtaining an order marshalling said liens & fixing the rights of the parties in said premises. Plaintiff says he is informed and therefore

avers he has the first and best lien on said premises & relates back to the 7th of Feby 1878. when he filed said transcript. or at least prior to all of them except said claim of Wm Love. Cyrus Staunts has also a judgment for $420 & 70/100 received in this Court May 13th 1878.

Therefore Plaintiff asks a decree for an order of Sale of said premises & a marshalling of said liens and a full settlement of the rights of said parties in the premises and such further relief as the law and equity requires.

Robinson & Piper. Atty's for Plff.

The State of Ohio. Union County ss. George B. Hamilton being duly sworn says he believes the several allegations of the foregoing petition are true in substance & fact.

G. B. Hamilton.

Sworn to before me and signed in my presence this 16th day of May 1878.

W. M. Kruger Clerk.
By Tabor Randall Deputy

Waive process in this case and enter our appearance.
G. P. Court. William Love per R. L. Woodburn

Afterward on the 12th day of June 1878. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

D. L. Stevens Admr of
O. P. Stevens deceased
vs.
Mt Carmel Lodge F & Acc Masons No. 303 of
Richwood, Geo. & Geo. H. Court.

Court of Common Pleas Union Co O.

The plaintiff says that on the 27th day of April 1878. obtained a judgment against said Mt Carmel Lodge No 303. before W. J. Wood a Justice of the Peace in said County of Union for the sum of One Hundred and fifty & 50/100 Dollars debt and $3.65 cost. That on the 3d day of May 1878. he filed a Transcript of said Judgment in this Court and the same was duly docketed on Execution Docket of this Court according to law. That on the 12th day of June 1878. he caused to be issued against said Defendant. Mt Carmel Lodge. To Sheriff of said County of Union. That on the 12th day of June 1878 said execution was returned, Endorsed as follows, To-wit: The defendant has no property on which I can levy to satisfy any part of this Execution signed. J. J. Miller Sheriff of Union County, Ohio. By S. M. Landon Deputy.

Plaintiff says that the said defendant has an equitable interest in the following real estate Situate in the said County of Union, to-wit: In Lot No 47. in the Village of Richwood in said County, to-wit: an interest in the third story of the brick building Situated on said lot No. 47 together with the stair way running through the first & Second stories of said building into the third story.

Plaintiff says the defendant. Mt Carmel Lodge No 303 as aforesaid has no other property real or personal on which a levy can be made to satisfy said Judgment. Plaintiff says that the Defendant G. P. Court has the legal title to said lot No 47 and is the legal and equitable owner thereof except a certain interest said 3d Story and Stair way aforesaid conveyed to said Mt Carmel Lodge by.

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a certain instrument of Writing made and signed by the said G. W. Court, and the trustees of said Lodge, and recorded in the Record of Leases of said County on Page 92. Dec. 6th 1873. Plaintiff says that the said interest of said Defendant, Mt Carmel Lodge can be ascertained as between said Lodge and the said G. W. Court. the holder of legal estate in said premises without controversy as to the interest of said G. W. Court in said property. Therefore plaintiff prays that the Sheriff of said County may be appointed Reciver of said equitable interest in said premises and that an order issue to the Sheriff, commanding him to appraise advertise and sell said equitable interest in said property of the said Mt Carmel Lodge as upon execution against Real Estate and apply the proceeds thereof so far as necessary to the payment of said judgment interest & costs.

P. R. Kerr Atty for Plff.

State of Ohio. Union County ss. P. R. Kerr being sworn says he is the Attorney for the plaintiff in this action and that the facts and allegations in the foregoing Petition are within his personal knowledge, and that he believes the same to be true.

P. R. Kerr

Sworn to before me and subscribed in my presence this 12th day of June 1878.

W. W. Wright Clerk

By Talbot Randall Deputy

Praecipe

The Clerk will issue Summons to the defendant returnable according to law. No endorsements.

Afterward on the 13th day of June A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows.

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting. We command You to notify Mt Carmel Lodge of Free & accepted Masons No 303 of Richwood Ohio and G. W. Court. that they have been sued by D. S. Stevens Admr of O. P. Stevens. in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of July A.D. 1878. the petition of the said D. S. Stevens against them filed in the Clerk's Office of said Court. such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 15th day of June A.D. 1878.

Witness my hand and the seal of said Court, this 13th day of June 1878.

W. W. Wright Clerk

Seal.

Sheriffs Return.

The State of Ohio. Union County ss. Received this writ June 13th 1878. at 7 o'clock P.M. and pursuant to its command served the same June 15th 1878. by delivering to Vatchel Collier as Master of Mt Carmel Lodge Free & Accepted Masons No 303 of Richwood Ohio. a true and certified copy of this writ with the endorsements thereon, And on the same day (June 15 1878) delivering to the within named G. W. Court. a certified copy of this writ with the endorsements thereon. Service 3.5 Mileage $1.60 Cop. 40 Ret. 15 Total $2.60.

J. J. Miller Sheriff.

Afterward on the 24th day of February 1879 the following entry was made on the Journal of said Court which reads as follows.

Entry.

D.S. Stevens Admr. of O. Stevens
vs.
Mt Carmel Lodge Free and accepted Masons No 303 et als.

This day came the parties to this cause as well as the parties in the cause of No. 2930. of Geo. B. Hamilton against Mt Carmel Lodge of Free & accepted Masons and others consolidated by the former order of this Court, and submitted this consolidated case to the Court upon the pleadings and evidence & exhibits, whereupon the Court finds that the conveyance made to George H. Couch for the third story of the brick building described in said petition of George B. Hamilton is a deed & conveys to said Lodge & its assigns in fee simple the said third story of said building with the right of passage way by the stairway with the limit only that the same shall be so used and occupied as not to annoy, disturb or hinder the said Court and his assigns in the use and occupancy of the remainder of said building And the Court further find said conveyance is not a lease as alleged in said petition of D.S. Stevens and the title of said Lodge is a legal title & not an equitable one.

It is therefore considered, ordered and adjudged by the Court that the said third story of the building described in said petition now lot No 47. in Richwood Union County. Ohio. Together with the right of way thereto by the Stairway through the 1st & 2d stories to said Lodge according to law granting the purchaser thereof an estate in fee forever with the said right of way subject only to the condition of said deed as to taxes & repair of roof & subject the the conditions before named and it shall be so used as not to disturb, annoy, hinder or injure the owners or occupants of the remainder of said building. nor the use of said remainder And it is further ordered and adjudged by the Court that the said claim of George B Hamilton for $103 [illegible] with interest from January 5th 1878. & 3 35/100 costs & increase cost. is a lein from Feb. 1st 1878. That the claim of Wm Lowe is a lein from Sep. 24th 1877. That the claim of Sarah Monroe is a lein from May 4th 1878. That the said claim of D.S. Stevens is a lein from May 3d 1878. That the said claim of Cyrus Daniels is a lein from May 13th 1878. It is further ordered and adjudged by the Court that unless said defendant the said Lodge shall pay said sum & interest & costs found due said George B Hamilton as aforesaid within ten days that an order of Sale issue commanding the Sheriff of this County to appraise, advertise & sell said premises on the terms above set forth to satisfy said leins. and report his proceedings at the next term of this court to which term all matters not above disposed of in this case are continued

Afterward on the 13th day of October 1880 the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

D.S. Stevens Admr et al
vs.
Mt Carmel Lodge et. al's

This day this cause came on to be heard on motion of Plaintiff to set aside the appraise-

Alias Order of Sale.

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ment, was argued by counsel, and the Court being fully advised in the premises, do sustain said motion And it is ordered by the Court that said appraisment be set aside and that the Sheriff cause said premises to be appraised and offered for sale as upon former order.

Alias Order of Sale.

Afterward on the 13th day of December A.D. 1880 the following Alias Order of Sale was issued by the Clerk of said Court which reads as follows;

The State of Ohio Union County ss. To the Sheriff of said County Greeting:

Whereas at a term of the Court of Common Pleas, holden at the Court House in the town of Marysville in said County of Union upon the 24th day of February 1879 in the action of D.S. Stevens admr &c. vs. Mt Carmel Lodge No 303. F.A.M. etals. obtained a decree against the Mt Carmel Lodge No 303 Free & accepted Masons for the sum of $187.14/100. And whereas it was therein and there ordered, adjudged and decreed that the said Mt Carmel Lodge within ten days from the 24th day of February A.D. 1879. pay unto the said George B. Hamilton the sum of One Hundred & Seven 17/100 Dollars with interest from the 24th day of February 1879. and costs aforesaid, and upon default to pay the same, That an order of Sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law. to sell the real estate described in the Plaintiff's Petition &c. And whereas the ten days aforesaid have fully expired, and the said sum of $107.14 and cost aforesaid, have not been paid or any part thereof, as appears to us of record,

And whereas under a former Order of Sale issued out of this Court, on the 12th day of August A.D. 1879. the following lands and tenements were appraised, advertised and offered for sale, to-wit:

The third story of the building described in Plaintiffs Petition on lot No 47. in Richwood Union County Ohio. and being the Room occupied by said society as a Lodge Room together with the right of way thereto by the stairway through the 1st & 2d stories. be sold to pay the liens found thereon in said case, according to law. granting to the purchaser thereof an estate in fee forever with said right of way subject only to the conditions of said deed as to taxes & repair of Roof & subject to the conditions that it shall be so used as not to ~~&~~ disturb, annoy, hinder or injure the owners or occupants of the remainder of said building in the use of said remainder, and bring the proceeds of said Sale into Court for further order. And whereas said property has been offered for sale twice & returned not sold for want of bidders, It was ordered by the Court that said Appraisment be set aside and a new appraisment ordered. And whereas, no sale has been had under said order, we therefore command you, that you proceed without delay to reappraise, advertise and sell according to the statute regulating judgments and executions at law the said premises above described. And the money arising from the said sale, and your proceedings herein, have You before our Court of Common Pleas next to be holden in and for our said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and the seal of said Court at Marysville this 13th day of December A.D. 1880

Seal

W.M. Winget Clerk.

Sheriff's Return

The State of Ohio. Union County ss. In obedience to the command of the order of Sale hereto annexed I did, on the 14th day of December 1880 summon G. M. Woods. J. H. Cathy, and M. H. Hill three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterwards on the 14th day of December A.D. 1880. said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at One Thousand & Sixty five Dollars. A certified copy of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County, and on the 22d day of December 1880 I caused to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 22d day of January A.D. 1881 at one o'clock P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks: and in pursuance to said notice, I did on the 22d day of January A.D. 1881 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came George W. Court who bid for the same the sum of Eight Hundred Dollars and said sum being more than two thirds of the appraised value thereof and said George W. Court being the highest and best bidder therefor. I then and there publicly sold and struck off said lands and tenements to him for said sum of Eight Hundred Dollars.

Sheriff's Fees $17.22 Appro Fees $1.50

John Hobensack Sheriff.

Proof of Publication

D. S. Stevens Admr &c
vs.
Mt Carmel Lodge F & A.M.

Court of Common Pleas. Union County, Ohio.

By virtue of the above stated writ from said Court to me directed, I will offer at public sale at the door of the Court House in Marysville, Union County, Ohio, on Saturday, January 22d 1881 at or about the hour of 1 o'clock p.M. the following described Real estate, to-wit: The third story of the building described in Plaintiff's petition on lot No 47 in Richwood Union County, Ohio. and being the room occupied by said society as a lodge room, together with the right of way thereto by the stairway through the first & second stories. P.R. Kerr atty.

J. J. Miller Sheriff of Union Co, Ohio.

The State of Ohio, Union County ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a news paper of general circulation in the County of Union, the first publication beginning with December 22d 1880.

W. O. Shearer.

Sworn to and subscribed before me this 1st day of Feby. 1881.

W. M. Wright Clerk

Afterward on the 29th day of April 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry

D.S. Stevens Admr &c.
vs.
The Mt Carmel Lodge No 303 Free and accepted Masons et al.

The Court this day on motion of M.C. Lawrence, Attorney for one of lien holders in the above action, having examined the proceedings of the Sheriff, and a Sale by him made upon the order of Sale issued in this cause in favor of George B. Hamilton, and against said Mt Carmel Lodge No 303 Free and accepted masons, and being satisfied that said Sale has in all respects been made in conformity to the provisions of the Statute in such case made and provided, do order the Clerk of this Court to make an entry on the Journal, that the Court is satisfied of the legality of the sale; and that he also be entered an order on the Sheriff to make to the purchaser George H. Court a deed for the premises so sold in fee simple. All of which is entered accordingly.

And on further motion to the Court for an order of distribution of the proceeds arising from such Sale the Court orders the same to be distributed as follows: 1st That the Sheriff pay the costs in the case herein above mentioned, as well as the costs in the case of George B. Hamilton vs. Mt Carmel Lodge No 303 Free & accepted Masons. No 2930, which came into this case by consolidation (not including any costs made by any of the parties in this action before Justices of the Peace) taxed to $ 2d That George H. Court retain and pay to the Treasurer of Huron County all taxes and assessments now a lien on the premises so sold which will be due and payable in June 1881 in the sum of $ 392.69. 3d That the residue arising from such sale be applied and be credited upon a judgment in favor of Wm Lowe on Execution docket "K." of this Court page 404 which has heretofore found in this case to be the first, best and prior lien on the premises so sold.

On the 7th day of October 1878 the following entry was made on the Journal of said Court which reads as follows, viz:

George B. Hamilton
vs
Mt Carmel Lodge F & A. M. et al.

Entry.

D. S. Stevens Admr. &c.
vs
Mt Carmel Lodge F & A M et al

This day came the parties to these two causes No 2930 & 2950 and by agreement of the same the said causes are hereby consolidated into one cause under the name of D.S. Stevens Admr &c. vs. Mt Carmel Lodge, F & A. M. et al, No 2950 and thereupon leave is granted all of defendants & said George B Hamilton to file answers in thirty days from the rising of the Court and this Cause is continued

Attest. W. M. Winget Clerk

Pleas before Hys. Honor John L Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio on the 21st day of April 1879. Heretofore to-wit= on the 11th day of February 1879 the following petition was filed with the Clerk of said Court which reads as follows, viz:

Union Building and Loan Association of Marysville Ohio.

vs.

Abraham Morey and Abby Morey

Petition

Court of Common Pleas Union County Ohio

The Plaintiff says: That it is a corporation duly incorporated under the Laws of Ohio. That on the 23d day of March A.D. 1871 the defendants made and delivered their promisory note of that date and thereby promised to pay to the plaintiff the sum of Eight Hundred Dollars with interest on Three Hundred and Fifty-six dollars from date payable when said association should be declared by its Board of Directors legally ended. And further that ~~Should~~ the weekly interest thereon as provided for by the By Laws of said Association remain unpaid for four weeks after the same became due or should the stock of the said Abraham Morey in said Association, be forfeited for non payment of weekly installments thereon then this note to become due and collectable. A copy of said note is hereto attached marked "A". The defendants on the 28th day of March A.D. 1871 to secure the payment of said note, executed and delivered to the plaintiff their mortgage deed, and thereby conveyed to the plaintiff and its assigns the following lands and tenements, situated in said County of Union and in the incorporated Village of Marysville- Lot Number One Hundred & sixty four (164) and out lot Number Forty three, (43) of the western addition to the town of Marysville as laid out formerly by Henry Shedd of said County Also that part of out Lot number six (6) conveyed to Isaac Grummons by deed from D.D. Welsh and dated September 20th 1854 Also another piece deded to said Grummons by G.A. Cassil by deed dated May 21st A.D. 1850, and one deed to said Grummons by Jno A. McCreight August 23d 1856 and all by said Grummons conveyed to said A. Morey by deed dated Feb. 2d 1857 the same being situated on Center Street fronting on said Street 33 feet and extending back 10 Poles.

The conditions contained in said Mortgage Deed were in substance as follows: That whereas the said defendants had executed and delivered to the said plaintiff their promisory note of same date for the sum of Eight Hundred Dollars, upon the following conditions in substance: Said Abraham Morey being a member of said Association, and having at a regular meeting of the Association bid a premium of One Hundred and Eleven Dollars per share of stock for precedence in taking an advanced loan and having thereby obtained said precedence, and having received from said Association an advanced loan of Three Hundred and Fifty Six Dollars the full value of four shares of stock in said Association, on each of which four

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shares of stock, he agreed to pay a weekly installment of twenty five cents and on the Three Hundred & Fifty Six dollars, the amount of said advanced loan exclusive of premium for precedence, he agreed to pay interest at the rate of eight per cent. per annum, in equal weekly payments of #1 cents each on Saturday of each week until said Association should be dissolved as provided in the Constitution thereof. the taxes on the premises conveyed by these presents the fire insurance premium on said property, ground rents thereon, and all the fines and forfeitures, according to the Constitution and bylaws of said Association. Also if said Abraham Morey should punctually pay to the said Association, or its assigns, the said weekly installments on said four shares of stock and the interest as above stated, the taxes on the property conveyed by these presents the fire insurance premium on said property, the Ground rents thereon and all the fines and forfeitures according to the bylaws and constitution of said association then these presents shall be void: but if said Morey should fail to pay said weekly installments of interest as above stated, the taxes Fire insurance premium, Ground rents or fines and forfeitures when the same respectively become due, or within sixty days after due, then the amount of said loan should become due and this mortgage should be foreclosed.,

On the 29th day of March A. D. 1871 at 5½ oclock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered upon record, and was recorded on the 31st day of March A.D. 1871. in Book 8. Page 335 of the Union County Record of Mortgages.

The said deed has become absolute. No payments of dues have been made since September 4th 1876 and there is due and remaining unpaid upon said weekly installments of stated dues. One Hundred and Fifty six payments on the 5th day of August A.D. 1878. at 25 cents each on each of said four shares of stock making the sum of One Hundred and Fifty six dollars. And 114 payments of interest of #1 cents per week each, making sum of $49.14 too. due as interest to said Association. And. 136 payments of fines at 5 cents each on each share of said stock making 20 cents per week and making the sum of $31.20 due as fines. And making total sum due said Association from said defendants. two hundred thirty six and 94/100 Dollars due on said August 5th 1878 with interest on $18.20 from February 1st 1877 and interest on $49.14 from June 16th 1877. Plaintiff thereupon prays that said Mortgage may be foreclosed, said premises ordered to be sold, proceeds applied to the payment of said debt and execution awarded for balance.

Robinson & Piper Attys

State of Ohio. Union County ss. L. Piper being duly sworn says he is the Secretary of the said Union Building and Loaning Association duly authorized in the premises and that the facts stated and the allegations in the foregoing pleading of the Union Building & Loan Association are as he verily believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 7th day of September A.D. 1878.
W.M. Kinget Clerk.

Praecipe. To Clerk: Issue Summons upon the petition in the above case to the Sheriff of Union County Ohio. for Abraham Morey and Abbie B. Morey, returnable according to law. Endorse. "Foreclosure of Mortgage."

Copy of Note. $ 800.00 Marysville, Ohio. March 28th 1871.
For value received. I promise to pay to the order of the Union Building & Loan Association of Marysville, Ohio. Eight Hundred Dollars with interest on Three Hundred & Fifty six Dollars from date, payable when said Association shall be declared by its Board of Directors legally ended. and I do further promise that should the weekly interest thereon as provided for by the Bylaws of said Associations remain unpaid for four weeks after the same becomes due, or should my stock therein be forfeited for non-payment of the weekly installments thereon, then this note to become due and collectable immediately. Secured by mortgage
Abraham Morey
Abby B. Morey.

Afterwards on the 18th day of January A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Abraham Morey and Abby B. Morey that they have been sued by the Union Building & Loan Association of Marysville, Ohio. in the Court of Common Pleas of Union County. and that unless they answer by the 15th day of February A.D. 1879 the Petition of the said Loan Association against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 27th day of January A.D. 1879.
Witness my hand and the Seal of said Court this 18th day of January A.D. 1879.
W.M. Kinget Clerk.

Sheriff's Returns. The State of Ohio. Union County ss. Received this writ January 21st A.D. 1879. and pursuant to its command I served the same January 22d 1879. by Delivering a certified copy thereof with the endorsements thereon to the within named Abraham Morey also by leaving a certified copy with the endorsements thereon at the residence of the within named Abby B. Morey.
Service 3.00 Mileage 40c copy 40c Return 15c Total $4.50.
J.J. Miller Sheriff. By Dyer Reed Deputy.

Afterwards on the 10th day of May 1879. the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. Union Building & Loan Association. vs. Abraham Morey and Abby B. Morey

Now came the Plaintiff herein and the Defendants being in default for Answer and demurrer, the Court find that the allega-

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tions of the petition are confessed by them to be true and that the defendants have failed to pay to the plaintiff the weekly installments of dues and the interest as in the petition set forth. and that there is due at the date of this decree to the said plaintiff from said defendants as dues the sum of sixty five Dollars and as interest the sum of Fifty Dollars making in all for dues and interest the sum of $115.00. The Court further find that in order to secure the regular payment of said dues and installments that the said Abraham Morey and Abby B. Morey his wife executed and delivered to this plaintiff their certain Mortgage in the petition described and on the premises therein described; that said Mortgage was on the 31st day of March A.D. 1871. duly recorded in Book No. 8 on Page 335. of the record of mortgages of the said County of Union. and that the same is a first lien on said premises in the petition described. It is therefore considered by the Court that unless the said defendants shall within ten days from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $115.00 so found due, and to the Clerk of this Court the costs taxed herein to $ — — that the defendants equity of redemption be foreclosed and said premises shall be sold and an order of Sale shall issue therefor to the Sheriff of said County of Union directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Attest W. M. Kinget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. on the 25th day of April 1878. Heretofore to wit. on the 15th day of May. 1878. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Farmers Bank of Union County
vs.
Anna Hill and Levi Hill

} In the Court of Common Pleas. of
} Union County, Ohio.

The Plaintiffs say: That it is an association of persons formed for the purpose of doing a general banking business; That it is doing business in the State of Ohio and not incorporated; That on the 1st day of December 1875 the defendants made and delivered their promisory note to Elisha Wells. of which the following is a copy "666 00/100"

Newton December 1st 1875.

"22 months after date we promise to pay to the order of Elisha Wells. Six Hundred and sixty six Dollars. at Newton with interest at 6% after April 1st 1876. and 8 percent interest after maturity Value received. Anna Hill
No. three Due. Oct. 1st 1877. Levi Hill"

There are the following endorsements on said note. "Elisha Wells"
"80 00/100 Dec. 20th 1875. Rec'd on the within note Eighty Dollars."

Plaintiff says. that it is now the legal owner and holder of said note by endorsement from said Elisha Wells. to it. Plaintiff says: that the Defendants on the 1st day of December 1875. to secure the payment of said note executed and delivered to said Elisha Wells their mortgage deed and thereby conveyed to the Elisha Wells. his heirs and assigns the following lands

and tenements. Situate in said County of Union. State of Ohio and in the Virginia Military District. Part of Surveys Nos. 6363 and 6776 and bounded and described as follows. viz: Beginning at a stake on the west line of Israel Carter's heirs land, and in the center of the Delaware and Bellefountain State road; thence with said road N. 88° W. 33 poles to the easterly line of the town plat of Newton; thence N. 39° E. 1 3/100 poles to a stake on the Northerly line of Delaware Street in said town of Newton; thence with the north line of said Street N. 51° W. 41 poles to a stake; thence N. 28 1/2° E. 8 poles to a post; thence N. 51° W. 12 8/100 poles to a stake; thence N. 30 1/2 E. (parallel with the line of J. W. Harrington's land and 20 feet therefrom). 25 60/100 poles to a stone; thence N. 15° E. 19 60/100 poles to a stone; thence S. 72 1/2° E. 62 60/100 to a stone in the center of the Newton and York Center road; thence with the center of said road S. 8° 35' W. 65 67/100 poles to the beginning containing 27 acres and 65 poles after excluding the grave yard lot". The condition contained in said Mortgage deed was in substance, that if the said note (with other notes mentioned therein) should be paid to the said Elisha Wells his heirs or assigns when they should become due then said mortgage to be void. Plaintiff says that on the 6th day of January 1876 at 11 o'clock a.m. the said mortgage was delivered to the Recorder of said County to be by him entered on Record and was recorded on the 6th day of January 1876 in the Record of Mortgages, Vol. 12. page 123.

Plaintiff says that on the 14th day of June 1877. the said Elisha Wells, assigned and transfered said mortgage with said note, to this plaintiff which assignment is written on said Mortgage and is in the words and figures following.

"June 14th 1877. For value received, I assign the within mortgage to Farmers Bank of Union County, Marysville Ohio.

Elisha Wells.

Plaintiff says that said deed has become absolute; That it is now the legal owner and holder thereof and that there is due and remaining unpaid upon said indebtedness the sum of Five Hundred & Eighty six Dollars, with six percent interest from April 1st 1876. to Oct. 1st 1877. and with 8% interest from Oct. 1st 1877. Plaintiff asks that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt.

Jas M. Brodrick Attorney for Plaintiff

State of Ohio. Union County ss. Joseph Newlove, one of the plaintiffs being sworn makes oath that the facts stated in the foregoing petition are as he believes true

Joseph Newlove.

Sworn to and subscribed before me this 12th day of May A.D. 1878.

W. M. Nauget Clerk.

On the 4th day of April 1878. the following Petition was filed with the Clerk of said Court which reads as follows:

Petition

Farmers Bank of Union County }
vs. } In the Court of Com. Pleas Union Co. Ohio
Anna Hill & Levi Hill }

The Plaintiff says: That it is an association of persons formed for the purpose of doing a general Banking business, and doing business in the State of Ohio: That on the 1st day of December 1875 the defendants made and delivered their promissory

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666 00/100 Newton. December 1st 1875.

22 months after date we promise to pay to the order of Elisha Wells Six Hundred and Sixty six Dollars. at Newton with interest at 6% after April 1st 1876 and 8% interest after maturity Value received. Lucia Hill. No. three. Due Oct. 1st 1877. There are the following Levi. Hill

There are the following endorsements on said note. "$80.00 Dec. 20th 75 Rec'd on the within note Eighty Dollars. "Elisha Wells." Plaintiff says that the defendants on the 1st day of December 1876 to secure the payment of said note executed and delivered to said Elisha Wells their mortgage deed and thereby conveyed to the said Elisha Wells his heirs and assigns the following lands. and tenements situate in said County of Union, State of Ohio. and in Virginia Military District. Part of Survey Nos 6363. & 6776. and bounded and described as follows. Beginning at a stake in the west line of Israel Carter's heirs land and in the center of the Delaware and Bellefountain State road; Thence with said road. No. 88° W. 33 poles to the easterly line of the town plat of Newton; thence N. 39° E. 13 36/100 poles to a stake in the northerly line of Delaware street in said town of Newton; Thence with the north line of said street. N. 51° W. 41 poles to a stake; thence N. 28 1/2° E. 8 poles to a post. Thence N. 51° W. 12 84/100 poles to a stake; Thence N. 30 1/2° E. (parallel with the line of J. W. Harrington's land and 20 feet therefrom.) 23 60/100 poles to a stone; Thence N. 17° E. 19 60/100 poles to a stone; thence S. 72 1/2° E. 6 80/100 poles to a stone in the center of the Newton and York Center road; thence with the center of said road S. 8° 35' W. 65 67/100 poles to the beginning containing 27 acres. and 6 1/2 poles. after excluding the grave yard lot. The condition contained in said mortgage deed was in substance that if the said note, with others mentioned in said mortgage should be paid to the said Elisha Wells. his heirs or assigns when they should become due. then said mortgage to be void.

Plaintiff says that on the 6th day of January 1876 at 11 3/4 o'clock A.M. the said mortgage was. delivered to the Recorder of said County to be by him entered on Record and was recorded on the 26th day of January. 1876 in Record of Mortgages Vol. 12 Page 123. Plaintiff says that said deed has become absolute. that it is now the legal owner and holder thereof by assignment from said Elisha Wells to it. and that there is due and remaining unpaid upon said indebtedness the sum of Five Hundred and Eighty Six dollars with 6% interest from April 1st 1876 to Oct. 1st 1877. and with 8% interest from Oct. 1st 1877. Plaintiff asks. that said Mortgage may be foreclosed. and said premises ordered to be sold and the proceeds. applied to payment of said debt.

Jno. M. Broderick Atty for Plaintiff.

The State of Ohio. Union county ss. Joseph Newlove One of the Plaintiffs being sworn makes oath that the facts stated in the foregoing Petition are as he believes true.

Joseph Newlove.

Sworn to and subscribed before me this 4th day of April 1878.

H. M. Kruger Clerk.

Praecipe. To the Clerk. Issue Summons to the Sheriff. Ret. according to law. Endorse "Foreclosure of Mortgage" Amt claimed $586. with 6% from April 1st 1876 to Oct. 1st 1877. and with 8% from Oct. 1st 1877.

Afterward on the 4th day of April A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows;

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting; WE command you to notify Anna Hill and Levi Hill that they have been sued by Farmers Bank of Union County in the Court of Common Pleas of Union County and that unless they answer by the 11th day of May A.D. 1878 the Petition of the said Farmers Bank against them filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 15 day of April A.D. 1878.

Witness my hand and the seal of said Court this 4th day of April 1878.

Seal. T. M. Winget Clerk By Jabez Randall Dep.

Sheriffs Return. The State of Ohio. Union County ss Received this writ April 4th A.D. 1878. And pursuant to its command Served the same April 9th 1878 by delivering to the within named Levi Hill a certified copy of this writ with the endorsements thereon and at the same time leaving a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named Anna H. Hill. Service 55c Mileage $1.00 Cop. 40c Ret. 15c Total $2.10

J. J. Miller Sheriff

Afterward on the 13th day of May 1878 the following Entry was made on the Journal of said Court which reads as follows, viz;

Entry. Farmers Bank of Union County } Court of Common Pleas Union County. O.
vs.
Anna Hill et al }

This day this cause came on for hearing upon the demurrer of the defendant Anna Hill to the petition of the plaintiff on consideration whereof the Court do sustain said demurrer with leave to plaintiff to amend said petition instanter.

Afterward on the 13th day of September 1878 the following entry was made on the Journal of said Court which reads as follows;

Entry. Farmers Bank }
vs. } This day this cause came on to be heard on
Anna Hill et al } the motion of the defendants to set aside the appraisement heretofore made in this action and was presented to the Court upon affidavits in support thereof. Upon consideration whereof the Court do sustain said motion and order a new appraisement thereof and that the Sheriff is ordered to return the Order of sale upon which said appraisement was made without sale.

Also at this same time and upon motion of the plaintiff Elisha Wells is made a party defendant hereto and required to answer herein setting forth his interest in the lands and tenements sought to be foreclosed.

And it is further ordered that in all future Orders of Sale that may issue therein the lands and tenements claimed by said Elisha Wells in the premises sought to be sold to-wit. 1 acre and 124 poles thereof shall be excluded until the remainder is exhausted and if the remainder be exhausted without fully satisfying the claims of the plaintiff herein then and in that case it is decreed ordered and adjudged that the lands and tenements excluded

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and claimed by said Defendants Elisha Wells shall be appraised and sold and the proceeds or so much thereof as may be necessary applied in payment of plaintiff's mortgage. And it is further ordered that a new Order of Sale issue to the Sheriff to appraise, advertise & sell said lands in accordance with the foregoing Order and bring the proceeds into Court for further Order

On the 18th day of May 1878 the following Entry was made on the Journal of said Court which reads as follows;

Entry

Farmers Bank of Union County
vs.
Anna Hill et al Levi Hill.
} Court of Common Pleas Union County Ohio.

This day this cause came on for hearing, was submitted to the Court upon the pleadings and evidence; On consideration whereof the Court find that the defendants Anna Hill and Levi Hill executed and delivered to one Elisha Wells the mortgage deed in the petition described and on the premises therein described; was duly assigned and transfered by said Elisha Wells to the plaintiff The Farmers Bank of Union County; and said Mortgage was duly recorded in Book 12 Page 123 of the records of Mortgages of Union County and is the first and best lein on the premises described in the petition.

The Court further find that the condition of defeasance in said mortgage has been broken and that said plaintiff is thereby entitled to have the defendants' equity of redemption foreclosed. It is therefore considered and decreed that unless said defendants shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and the said plaintiff the sum of Six Hundred sixty five and 00/100 Dollars with 8 per cent interest from this 3rd day of April 1878 according to the terms of said mortgage deed the defendants' equity of redemption be foreclosed and said premises shall be ~~sold~~ and an order of Sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further Order.

Attest W. M. Krieger Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 29th day of April 1878. Heretofore to wit, on the 5th day of January 1878. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

James H. Robinson & Aaron B. Robinson partners under the firm name of Robinson & Robinson.
vs.
O. S. Myers D. N. Collins, Roy Dennison and John Green.
} Court of Common Pleas Union County. Ohio

The said James H. & Aaron B. Robinson say they are partners doing business in the State of Ohio under the firm name of Robinson & Robinson.

The said Plaintiffs complain of the said defendants Myers, and say that on the 18th day of November 1875 the said Myers conveyed by Mortgage

ded. to Joseph Robbins and S.E. Robbins the Real Estate, Situate in said County, known as Lot (59) Fifty nine in Samuel Staleys eastern addition to the town of Broadway, a Village in Union County & State of Ohio. Said conveyance was made to secure the payment of two promisory notes of even date therewith given by said Myers to said Robbins as purchase money for said premises, each for the sum of Twenty Five Dollars and payable. One in Five & the other in Nine months from the date thereof. which times have long since elapsed and yet not part of said notes have been paid except interest on the same to Janry 1st 1877.

That on the day of 1876. the said Robbins, for a valuable consideration assigned and sold said notes to the Plaintiffs who are now the owners thereof and there is now due Plaintiffs from defendant Myers on said notes secured by said mortgage ded as aforesaid the sum of Fifty Dollars with interest from January 1st 1877. & the conditions of said mortgage ded are forfeited and the same is become absolute. The said mortgage ded was received for record by the Recorder of said County December 28th 1875. and was duly recorded December 30 1875 On the day of 1876. the said Myers conveyed said Real Estate by ded in fee simple to the defendant D. N. Collins who now has the legal title thereto subject to plaintiffs Mortgage lien. That the Defendant Roy Dennison claims to have purchased said Real Estate & that he now owns it. A copy of said notes & Mortgage are hereto attached. That John Green has obtained a conveyance of said real estate and is now in possession thereof as owner of the legal title thereto. The said plaintiffs ask that the said Roy Dennison D.N. Collins & John Green be required to set up their claims herein & that an Order of sale issue to sell said premises to pay the Amount of plaintiffs claim aforesaid. and for such other and further relief in the premises as is right and proper.

Robinson & Piper. Attys for Pltffs.

The State of Ohio. Union County ss. A.B. Robinson being first duly sworn says that he is one of the plaintiffs and that the allegations of the foregoing Petition are true as he verily believes

A.B. Robinson

Sworn to before me and subscribed in my presence by A.B. Robinson this 5th day of January 1878.

W.M. Knight Clerk.

Copy of Note. Five months after date I promise to pay Joseph Robins & S.E. Robins or bearer the sum of Twenty Five Dollars for value received Nov. 18 1875.

O.S. Myers.

Endorsed Aug. 25th 1875 Interest paid to Janry. 1st 1877.

Nine months after date I promise to pay to Joseph Robbins & S.E. Robbins or bearer the sum of Twenty five dollars. for value Rec'd Nov. 18. 1875.

O.S. Myers.

Endorsed "Aug. 25" 1875 Interest paid to Janry 1st 1877.

Praecipe. Robinson & Robinson } vs O.S. Myers et als. } Court of Common Pleas Union County, Ohio

Issue Summons & endorse. Amt claimed $520 with interest from Janry. 1st 1877.

Summons

Sheriffs Return.

Entry.

Answer

Entry.

Afterward on the 5th day of January A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union Greting; We command you to notify O.S. Myers. J.D. Collins. Roy Dennison. that they have been sued by Robinson & Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 2d day of February A.D. 1878 the petition of the said Robinson & Robinson against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 14th day of January A.D. 1878. Witness my hand and the seal of said Court, this 5th day of January A.D. 1878.

(Seal) W.W. Kruger Clerk.

Sheriff's Return. The State of Ohio Union County ss. Received this writ January 5th A.D. 1878. and pursuant to its command Served the same January 10th 1878. By delivering to each of the within named Defendants O.S. Myers & J.D. Collins a certified copy of this writ with the endorsements thereon and on the same served the within named Roy Dennison by leaving a certified copy of this writ with the endorsements thereon at his place of residence

Servic 75¢ Mileage $2.00 Copy 60¢ Return 15¢ Total $4.50

J.J. Miller Sheriff By S.M. Landon Dep.

Afterward on the 4th day of February 1878 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Robinson & Robinson vs. O.S. Myers et. als } This day came the plaintiffs and made their motion to the Court to make John Green a party defendant & the Court being fully advised in the premises do order that the plaintiffs amend their petition and make John Green a party defendant and thereupon this cause was continued.

Afterward on the 30th day of March 1878. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer of Green. Robinson & Robinson vs. O.S. Myers et. als. } Court of Common Pleas Union County, Ohio.

The said John Green for answer admits the truth of said allegations in Plaintiffs Petition and waives the issuing of Summons and hereby enters his appearance in this case and asks that his interest herein be protected. March 30th 1878. John Green.

Afterward on the 10th day of May 1878. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Robinson & Robinson vs. O.S. Myers et. als. } This day came the plaintiffs & the defendants came not & breach default herein and thereupon this cause was submitted to the Court and the Court being fully advised in the premises do find for the Plaintiffs & that the allegations of said Plaintiffs Petition are true and that there is due them from the defendants by reason of the premises Fifty three Dollars & that the same is a mortgage lien upon the premises

described in Plaintiffs Petition & that said Premises ought to be sold to pay said sum of Money so found due. It is therefore considered Ordered, & adjudged & decreed by the Court that an Order of Sale issue to the Sheriff of said County who is a special Master Commissioner for that purpose commanding him to sell said property for the purpose of paying said claim of Fifty three & his costs herein expended taxed to $ — And that he report his proceedings herein to this Court for which purpose this cause is continued

Attest W. M. Wright Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union & State of Ohio on the 29th day of April 1878. Heretofore to-wit: on the 26th day of January 1877 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

E. Gurick & Son
vs
I. W. McCracken et al
Richwood Union Building and
Saving Association

Court of Common Pleas Union County Ohio.

Plaintiff complains of the Defendants for that on the 18th day of August 1876. said Defendant I. W. McCracken made and delivered to plaintiffs his promisory note of which the following is a copy to-wit:

$600.00 Dayton Ohio August 18th 1876.

Four months after date I promise to pay to the order of E. Gurick & Son Six Hundred dollars at 2d National Bank, Dayton, Ohio. with 8% interest Value Received I. W. McCracken.

And at the same time for the purpose of securing the payment of said note executed and delivered to plaintiffs his mortgage deed by which he conveyed to Plaintiffs his heirs and assigns forever the following described Real Estate situated in said County of Union, to-wit: Lot No. Two Hundred & thirteen (213). in Popletons Addition to the town of Richwood in Union County Ohio Also the premises described as follows, Lot No. One Hundred & fifty (150) in O Bens Addition to the town of Richwood. which mortgage deed had a condition thereunder written as follows, to-wit: That Whereas the said Isaac W. McCracken has this day executed to said E. Gurick & Son. his promisory note for the payment of $600.00 six four month from date with 8% interest from date. Now if the said Isaac W. McCracken shall faithfully pay said note and interest when it becomes due then these presents shall be void. Plaintiff says that said defendant I. W. McCracken has not paid said note nor any part thereof. and that there is due on said note the sum of $621 20/100. whereby said mortgage has become absolute. Plaintiffs say that said mortgage was duly recorded in the records of said County August 29th 1876.

Wherefore Plaintiff prays judgment against the said defendant I. W. McCracken for said sum of $621 20/100 and cost of this suit and in default of payment thereof, that said premises described in said mortgage be advertised, and sold as upon executions. and that the proceeds thereof be applied to the payment of said

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judgment so to be rendered and for all necessary relief. And said plaintiffs say that the Union Building & Saving Association of Richwood Ohio. claim to have some interest in said lot. No (213) by reason of a Mortgage lein upon said premises and asks that said Association may be required to answer in said case and set up their said claim.

P. R. Kerr Atty for Plaintiff.

State of Ohio. Union County ss. P. R. Kerr being sworn says he is the Attorney for the plaintiff in this case and that said Plaintiffs are non residents of said County of Union and that said statements and allegations are true as he verily believes

P. R. Kerr.

Sworn to before me and subscribed in my presence this 15th day of February 1877.

W. M. Knight Clerk

Praecipe — Clerk will issue Summons to the Defendants, and endorse thereon, Petition to foreclose, Amt. claimed $621,20.

Afterward on the 26th day of January A.D. 1877 the following Summons was issued with the Clerk of said Court which reads as follows;

Summons. — The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify D. H. McCracken &c. The Richwood Union Building and Saving Association that they have been sued by C. Quick & Son. in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of February A.D. 1877 the Petition of the said C. Quick & Son. against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons, on the 5th day of February A.D. 1877. Witness my hand and the seal of said Court this 26th day of January. A.D. 1877.

W. M. Knight Clerk.

Seal

Sheriffs Return. — The State of Ohio Union County ss. Received this writ January 28th A.D. 1877 and pursuant to its command On the 30th day of January 1877 I personally served the within named D. H. McCracken with an attested copy of this writ. And on the same day served The Richwood Union Building and Saving Association by delivering to J. P. Brookings Secretary of said Association an attested copy of this writ. Service 55¢ Mileage $1.40 Copy 50¢ Return 15¢ Total $2,60.

J. J. Miller Sheriff.

Afterward on the 31st day of March 1877 the following Answer and Cross Petition were filed with the Clerk of said Court which reads as follows, viz:

Answer and Cross Pet.

C. Quick & Son. vs. D. H. McCracken et al. } Court of Common Pleas Union County, Ohio.

And now comes the Richwood Building and Saving Association within the rule and by leave of the Court first had and for answer to plaintiffs petition by way of Cross Petition says:

It is an incorporated company and doing business in said Richwood in said County of Union under a certificate of incorporation obtained in accordance with the statute in such case made and provided.

That on the 3d day of March A.D 1874 the Defendant D. H. McCracken made and delivered to the defendant The Richwood Union Building and

Saving Association his promisory note of that date and thereby promised to pay to said association the sum of Four Hundred Dollars with interest on One Hundred & Fifty Dollars at six per cent per annum: until said association is dissolved according to the constitution and Bylaws thereof. For value received a copy thereof is hereto attached Marked "A" The Defendant D. H. McCracken on the 3d day of March A.D. 1874 to secure the payment of said note executed and delivered to said Association his mortgage deed and thereby conveyed to said association and its assigns the following lands and Tenements Situate in said County of Union and in the incorporated Village of Richwood to-wit: Lot No. two hundred and thirteen (213) in Poppletons Addition to the incorporated Village of Richwood, Ohio.

The condition contained in said Mortgage deed was in substance that Whereas the said D. H. McCracken, has executed and delivered to the Richwood Union Building and Saving Association of Richwood Ohio. a promisory note of even date herewith for the sum of Four Hundred Dollars upon the following conditions to wit: The said D. H. McCracken being a member of the said Association, and having at a regular meeting thereof bid a premium of 62½ percent for precidence in taking an advanced loan and having thereby obtained said precidence and having received from said Association an advanced loan of One Hundred and Fifty Dollars the full value of two shares of stock in said Association on each of which two shares he agreed to pay a weekly installment of twenty five (25) cents, and one One Hundred and Fifty Dollars the Amount of said advanced loan exclusive of premium for precidence he agreed to pay interest at the rate of 6% per annum in equal weekly Payments of Seventeen (17) cents each, at each weekly meeting in each month of said Association until said Association shall be dissolved as provided for in the Constitution thereof. the taxes on the premises conveyed by these presents, the fire insurance premium on said property, ground rents and all the fines and forfeitures according to the Constitution and By Laws of said Association.

Now if the said D. H. McCracken shall punctualy pay to the said association or its assigns and the said weekly installments on said two shares of stock and the interest as above stated the taxes on the property conveyed by these presents the fire insurance premiums on said property the ground rents thereon, and all the fines and forfeitures according to the constitution and Bylaws of said association, then these presents shall be void: But if said D. H. McCracken shall fail to pay the said weekly installments or the installments of interest as above stated the taxes, fire insurance premium, Ground rents or fines or forfeitures when the same respectively become due or within Sixty days after due then the amount of said note shall become due and this mortgage foreclosed. On the 23d day of April A.D. 1874 at 11 o'clock A.M. the said mortgage was delivered to the Recorder of said County to be by him recorded and was recorded on the 21st day of May A.D. 1874 in Vol. 9. Page 46. in record of mortgages of said County.

The said Association has not been declared duly ended and is still in full force and operation under its said certificate of

Entry.

incorporation. The said deed has become Absolute. There is remaining due and unpaid of the weekly installments of dues $18 & there is remaining due and unpaid on the interest the sum of Eight 84/100 Dollars. There is due and remaining unpaid the sum of three ~~Dollars~~ 70/100 Dollars for default in the payment of weekly installments of stated dues. There have been no payments of dues or fines since the 15th day of July A.D. 1876. And there is therefore thirty Eight payments of weekly dues including one payment due on this day, at fifty cents per week. making said sum of Nineteen dollars now due. And no payments of interest have been made since April 8th 1876. making fifty Two payments of weekly installments of interest at 17 cents per week each. now due, makes the sum of $8 84/100 and thirty seven payments of fines at 10 cents each making the sum of $3.70 due as fines on said defaults in payment of said weekly dues making whole amount of dues, interest and fines now due $31 54/100.

The Plaintiff therefore asks that said mortgage may be foreclosed. the said premises ordered to be sold and proceeds applied to the payment of said debt and execution awarded for balance.

Robinson & Piper Attys

State of Ohio. Union County ss. J. P. Brookins being duly sworn according to law, says he is the Secretary of the said Richwood Union Building & Saving Association duly authorized in the premises and that the facts stated and the allegations in the foregoing pleading of the said Richwood Union Building & Saving Association are as he verily believes. J. P. Brookins.

Sworn to before me by J. P. Brookins and by him subscribed in my presence. this 30th day of March. 1877.

William B Stuber Notary Public U. Co. O.

Afterward on the 10th day of May 1877. the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

E. Gurck & Son.
vs.
J. W. McCracken et al

Court of Common Pleas, Union Co. O.

This day this cause came on to be heard, upon the Petition of the Plaintiffs and Cross Petition of the Union Building and Saving Association of Richwood, Ohio. and the Defendant J. W. McCracken. Still failing to answer or demur to said petition or Cross Petition and the Court being fully advised in the premises, do find that there is due said Plaintiffs the sum of $63.50 upon his said note and mortgage including interest to this date. Wherefore it is ordered and adjudged by the Court that the said E. Gurck & Son recover of the said Defendant, J. W. McCracken. the sum of $63.50 with his costs herein expended, said Judgment to bear interest at 8%. And the Court further find that there is due upon the note & mortgage of said Building & Saving Association the sum of $21.30 in dues $9.62 as the interest to first day of this term of Court. And $2.20 as fines, making $33 92/100 due 1st day of this term of Court. as claimed in their said Cross Petition and that the same is a first lein upon said Lot No 213. mentioned in said petitions. And the Court further find that said Judgment of $63.50 is by reason of the mortgage mentioned in said Plaintiffs petition is a

Second lein on said Lots Nos 213. and a first lein on Lot No 130. in said petition mentioned, And it is ordered and decreed by the court that in the default of the payment of said judgments or either of said judgments in favor of Plaintiffs and said Union Building and saving Association in five days from the rising of Court then that an Order issue from this Court Commanding the Sheriff of said County to appraise. Advertise and sell as upon execution the said Lots Nos 213 & 130 and bring the proceeds of said sale into Court for further distribution according to order of the Court to be obtained.

Afterward on the day of the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry

C. Zurck & Son }
vs. }
J W. McCracken et al. }

This day came the Plaintiffs by their Attorney and moved the Court to confirm the Sale made by the Sheriff under the former order of the Court of the premises described in Plaintiffs Petition to-wit Lot No 213 in the town of Richwood Union County Ohio, and on the return of the Sheriff in said Sale being produced in Court and the Court being fully advised in the premises do find that said Sale in all things regular and according to law. It is therefore ordered and adjudged by the Court that the said sale be and the same is hereby confirmed and the Sheriff is hereby ordered to make to the purchaser thereof a deed for said premises upon the payment of the price thereof. And it is further ordered that out of the said purchase money the said Sheriff pay first the costs of this suit taxed to $ — Second, Pay the taxes on said premises $ 3 12/100. Third pay the Richwood Union Building and Saving Association the dues interest and fines accrued up to May 6th 1878. being the sum of $ 78 52/100 and balance be applied upon judgment in favor of C. Zurck & Son the Plaintiffs in this case.

Attest. W. M. Knight. Clerk

Pleas before His Honor John L. Porter Judge at Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 4th day of February 1878. Hereto fore, to-wit: on the 15th day of January 1878. the following Petition was filed with the clerk of said Court which reads as follows, viz:

Petition

E. B. Beem }
vs. }
Joshua S. Gill and }
Eliza A. C. Gill. }

Court of Common Pleas. Union County, Ohio.

The plaintiff says: That on or about the 4th day of June 1875. the defendant Joshua S. Gill, made and delivered to J. W. Gaston his promisory note of which the following is a copy.

$ 1080 00/100

Richwood, Ohio. June 4th 1875.

Ten months after date, I promise to pay to J. W. Gaston or Bearer, One Thousand and Eighty Dollars with 8% interest after maturity.

J. S. Gill.

Indorsed: Rec'd interest up until Oct. 3d 1877. James W. Gaston.

There is now due and unpaid, upon said note, One Thousand and Eighty dollars, with interest at the rate of eight per cent from Oct. 3d 1877. for

which the Plaintiff asks Judgment. 2d The defendants. Joshua S. Gill & Eliza A. C. Gill his wife at the date aforesaid, to secure the payment of said note, executed and delivered to the said J. H. Gaston their mortgage deed, and thereby conveyed to the said J. H. Gaston, his heirs and assigns the following described premises, situated in said County of Union, to-wit: All of Lots Numbers 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 540, 541, 542, 543, 544, 545, and 546, in J. S. Gills second addition to the town of Richwood, Union County Ohio. For a more specific description reference is hereby made to the record of the Plat of said addition, duly recorded in the records of the Recorders Office at Marysville, Union County, Ohio. The condition contained in said deed, was in substance, that if the said defendant Joshua S. Gill should pay said note, according to the tenor and effect thereof, then said deed to be void. 3. The said mortgage was delivered to the Recorder of said County to be entered on record, on the 5th day of August 1875 at One Oclock P.M. and was recorded August 12th 1875. 4th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of One Thousand & Eighty dollars with interest thereon at the rate of 8% per annum from the 3d day of October 1877. 5th The Plaintiff is now the legal owner, and holder of said note and mortgage, and is entitled to the benefits of the same. 6th The Plaintiff asks that said mortgage may be foreclosed, the said premises ordered to be sold, and the proceeds applied to the payment of said claim, and execution awarded for the balance.

Brown & Gardner Attys for Pl'ff.

The State of Ohio, Union County ss. The said E. B. Bunn being duly sworn says, that the facts in the foregoing petition contained are true, as she verily believes.

Ellen B. Bunn.

Signed and Sworn to before me this 11th day of January A.D. 1878.

G. B. Hamilton J.P.

Praecipe. E. B. Bunn vs. Joshua S. Gill & al. Eliza A. C. Gill. } Union County. Court of Common Pleas.

To the Clerk: Issue a summons in the above case returnable according to law. Indorse: Amount claimed $1080.00 and interest at 8% from Oct. 3d 1877 and sale of mortgage premises.

Afterward on the 15th day of January A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows:

Summons. The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Joshua S. Gill & Eliza A. C. Gill his wife, that they have been sued by E. B. Bunn in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of February A.D. 1878 the petition of the said E. B. Bunn against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 28th day of January A.D. 1878. Witness my hand and the seal of said Court.

Escd
Sheriff's
Return.

This 15th day of January. A.D. 1878.

W. M. Winget Clerk.

The State of Ohio. Union County ss. Received this writ Jany. 15th A.D. 1878. and pursuant to its Commmand served the same Jany. 23d 1878. by delivering to the within named Eliza A. & Gill a certified copy of this writ with the endorsements thereon and on the same day left a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named Joshua S. Gill. Sevice 53¢ Mileage $1,60 Cop. 40¢ Return 15¢. Total $2,70

J. J. Miller Sheriff.

Afterward on the 23d day of February 1878. the following Entry was made on the Journal of said Court. which reads as follows, viz:

Entry.

E. B. Beem
vs.
Joshua S. Gill & al
Eliza A. & Gill.

And now comes the said E. B Beem by her attorney. and the said defendants still failing to demur or answer to said petition, it is considered that the said plaintiff is entitled to an accounts of the money due her in the premises, and the Court after hearing the evidence find that there is due to the said plaintiff on the note and mortgage in said petition described the sum of Eleven Hundred and Eight and 8/100 Dollars. with interest thereon at 8% from the first day of this term of Court. (Feb. 4th 1878). And it is further ordered and adjudged that in case the said defendants fail for five days from the 23d day of February A.D. 1878. to pay to said plaintiff the said Sum of Eleven Hundred and Eight 8/100 Dollars. with 8% interest from Feb. 4th 1878. as aforesaid found due. with costs of suit. an Order issue to the Sheriff of said County of Union Commanding him to cause the said lands and Tenments in said petition described, to be appraised, advertised and sold according to law. and apply the proceeds of said Sale. in satisfaction of the sum so found due with costs of suit. and that he bring the residue of the proceeds of said sale if any into Court. subject to further order of the Court herein.

Afterward on the 10th day of September 1878 the following Entry was made on the Journal of said Court which reads as follows.

Entry.

E. B. Beem.
vs.
Joshua S Gill et al.

It appearing to the Court that the Real Estate in the petition described & ordered for sale on an order of sale herein. has been twice appraised advertised & offered for sale and still remains unsold for want of bidders. now on motion of the Plaintiff the appraisement heretofore made is hereby set aside and a new one ordered.

Attest. W. M. Winget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union, and State of Ohio, on the 4th day of February 1878. Heretofore to-wit: on the 22d day of December 1877 the following Petition was filed with the Clerk of said Court, which reads as follows, viz:

Petition.

Charles H. Morrow.
vs.
Finley D. Davis, Margaritta J. Davis et. als

Court of Common Pleas. Union County, Ohio.

The plaintiff says: On the 20th day of February A.D. 1872 the defendant Finley D. Davis, made and delivered to John A. Morrow his promisory Note of that date and thereby promised to pay to said John A Morrow or order the sum of Nine Hundred Dollars on or before the 1st day of April A.D. 1876. for value received. Copy of said note is here to attached marked "A". Said note has the following endorement upon it. "John A. Morrow"

The defendants Finley D. Davis and Margaritt J. Davis on the 20th Day of February A.D. 1872 to secure the payment of said note executed and delivered to the said John A. Morrow his mortgage deed and thereby conveyed to the said John A. Morrow his heirs and assigns the following lands and tenements situate in said County of Union and State of Ohio, and bounded and described as follows viz:

Part of Survey No. 3234 Beginning at a stake in the center of Bokes creek at the crossing of the road from Knox's Mill to Newton. Thence with said road S. 2½° E. 47 2/10 poles. Thence to the S.E. corner of Wm H. Stevens lot. Thence with the South line of said lot. and the South line of the New addition to the burying ground S. 85° W. 20 7/10 poles to a stake and stone S.W. corner to the new addition to the burying ground at McKendre church. and west line of Gregory Storms land. Thence with said line S. 7° W. 20 4/10 poles to a stake corner to said storms land. Thence with another of his lines S. 80½° W. 18 2/10 poles to a stake and stone in the east of Wm C. Moffits land. Thence with said line S. 8° W. 36 12/100 poles to a stake and stone in the County road. Thence with said road S. 70¼° E. 92 15/100 poles to a stake and stone in the County road - Thence N. 2½° W. 61 poles to the center of Bokes creek. Thence up the creek with the meanders thereof to the beginning containing forty nine and three fourths acres including the town Plat of York Center.

Also another tract of land in same Survey. Beginning at a stake in the road from Knox's Mill to Newton and S.E. corner of a lot of five acres owned by L.D. Wright. Thence with South line of said Wrights land course thereof. N. 80¼° W. 60 poles to a Stake in the East line of Wm C. Moffitts land. Thence with his line S. 8° W. 27 Poles to a stake. Thence S. 86¼° E. 64 3/10 poles to the center of the above named road. Thence with said road N. 2½° W. 27 2/10 poles to the beginning containing ten and one half acres excepting one half acre occupied for school purposes and about one half acre deeded by J. A. Morrow & wife to John T. Marr.

The condition contained in said mortgage deed was in substance that if the said Finley D. Davis should pay or cause to be paid the said promisory note with the interest thereon then the said mortgage deed to be void, otherwise to be and remain in full force and virtue in law. On the 2d day of June A.D. 1872 at 1 oclock P.M. the

said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on same day in Book 9 Page 288 of the records of mortgages of said County.

The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Nine Hundred Dollars with interest from April 1st A.D. 1873. (subject to credits).

Plaintiff received said promisory note in regular course of trade and paid for it a valuable consideration. The note is properly indorsed by the payee John A. Morrow. Plaintiff is informed that George Davis, Amon Davis, and James S. Winters have some interest in said lands. Plaintiff therefore asks that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt and execution awarded for the balance and that said George Davis, Amon Davis, and James S. Winters may be made parties defendants to this action, and for such other and further relief as case may require.

Robinson & Piper Attys for Pltff.

State of Ohio, Union County ss. L. Piper being duly sworn says: he is one of the Attorneys of the plaintiff Charles W. Morrow duly authorized in the premises that the said plaintiff Charles W. Morrow is not a resident of said County of Union and is now absent therefrom and that the facts stated and the allegations in the foregoing petition are as affiant believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this day of December A.D. 1877.

W. M. Knight Clerk.

Praecipe — To Clerk: Issue Summons upon the petition in the foregoing case to Finley D. Davis, Margaret J. Davis, George Davis, Amon Davis, and James S. Winters returnable according to law. Endorse, Foreclosure of Mortgage

Afterward on the 22d day of December A.D. 1877 the following Summons was issued by the Clerk of said Court which reads as follows:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify Finley D. Davis Margaret J. Davis, George Davis, Amon Davis, and James S. Winters that they have been sued by Charles W. Morrow in the Court of Common Pleas of Union County and that unless they answer by the 15th day of January A.D. 1878 the petition of the said Charles W. Morrow against them filed in the Clerk's Office of said Court, such Petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 31st day of December A.D. 1877. Witness my hand and the seal of said Court this 22d day of December A.D. 1877

Seal. W. M. Wright Clerk.

Sheriff's Return. The State of Ohio Union County ss. Received this writ 22d December 1877 at One o'clock P.M. Returned not served By order of L. Piper atty for Plaintiff

J. J. Miller Sheriff.

Summons — The

Sheriff's Returns — at 10 o'clo
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Afterward on the 9th day of January A.D. 1878. the following Summons was issued into the Clerk of said Court, which reads as follows, viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union, Greeting:
We command you to notify Finley D. Davis. Margaret J. Davis. George Davis. Amon Davis and James S. Hunters that they have been sued by Charles W. Morrow in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of February A.D. 1878 the petition of the said Charles W. Morrow against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 21st day of January A.D. 1878. Witness my hand and the seal of said Court, this 9th day of January A.D. 1878.

Seal.

W. W. Knight Clerk.

Sheriffs Return.

The State of Ohio. Union County ss. Received this writ January 9th 1878 at 10 o'clock A.M. and pursuant to its command served the within named defendants Finley Davis. Margaret J. Davis. George Davis. Amon Davis and J.S. Hunters by delivering to each of them a certified copy of this writ with the endorsements thereon on the 12th day of January 1878. Services $1.10 Mileage $1.50 Cop. .50 Return .15 Total $3.80

J. J. Miller Sheriff By W. W. Knight D.S.

Entry

Afterward on the 23rd day of February 1878. the following Entry was made on the Journal of said Court which reads as follows, Viz:

Charles W. Morrow
vs.
Finley D. Davis. et. al.

And now comes the said Charles W. Morrow by his Attorney and the said defendants still failing to demur or answer to said petition it is considered by the Court herein that the said plaintiff is entitled to an account of the money due him in the premises and the Court being fully advised in the premises, do find that there is due the said plaintiff on the note and mortgage the sum of $1161 60/100 on the 1st day of this term of this Court. It is therefore considered by the said Court herein that the said plaintiff recover of the said defendant Finley D. Davis, the said sum of $1161 60/100 the sum so as afores aid found due and also his costs taked to $. And it is further ordered, adjudged and decreed that in case the said defendant Finley D. Davis fails for ten days from the close of this term of the Court to pay said plaintiff the said sum of $1161 60/100 so as afores aid found due with costs of suit an order issued to the Sheriff of said County of Union commanding him to cause the said lands and tenments in the petition described to be appraised, advertised and sold according to law and apply the proceeds of said sale in satisfaction of said sum so found due with cost of suit.

Attest W. W. Knight. Clerk.

Pleas before His Honor Johns L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union, and State of Ohio, on the 4th day of February 1878.

Heretofore to-wit: on the 29th day of Nov. 1877. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition.

Wiley Evans
vs
Sidney Rodgers Mary Rodgers and Henry J. King.

Court of Common Pleas Union County, Ohio.

The plaintiff says: That on the 18th day of November A.D. 1876. the defendant Sidney M. Rodgers made and delivered to W.L. Curry his promisory note of that date and thereby promised to pay to said W.L. Curry or order the sume of Fifteen dollars in Two months thereafter, with interest at 8%. for value received (a copy of said note with the endorsments thereon is hereto attached & marked "A")

2d The defendant Sidney M. Rodgers and Mary Rodgers, his wife, on the 18th day of Nov. A.D. 1876. to secure the payment of said note executed and delivered to said W.L. Curry, their mortgage deed and thereby conveyed to said W.L. Curry his heirs and assigns the following lands and tenements situate in said County of Union and State of Ohio. and in the Village of Richwood & bounded and described as follows;

Being in Lot No. 123 in said Village of Richwood. The conditions contained in said Mortgage deed were in substance that if said Sidney M. Rodgers or any one for him should well and truly pay said above described promisory note to the said W.L. Curry, or order according to the tenor thereof, then these presents shall be void, otherwise to be and remain in full force and virtue in law.

3d On the 18th day of November A.D. 1876. at 2½ o'clock P.M. the said mortgage was delivered to the Recorder of said County to be by him endered on Record, and was recorded on the 22d day of November 1876 in Record of Mortgages Vol 12. Page 597.

4th Afterwards for a full, fair and valuable consideration, said W.L. Curry sold, transferred & delivered by written assignment the said note and mortgage to the plaintiff. who is now the sole legal owner & holder thereof.

5th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Fifteen Dollars with interest at 8% from Nov. 18th 1876.

6th On the 8th day of October A.D. 1877 the defendant Sidney M. Rodgers, his wife not joining, deeded or pretended to deed said above described premises to Henry J. King. whom plaintiff asks may be made a party defendant herein and required to set forth any interest he may have or claim in or to said property.

7th The plaintiff therefore asks that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of said debt. the rights of all parties hereto to said property determined by the Court. and for all proper relief.

A.T. Carpenter Atty for Pl'ff.

The State of Ohio. Union County ss. Wiley Evans plaintiff being sworn says the facts stated and the allegation contained in the petition are true as he verily believes.

Attest A.T. Carpenter.

his
Wiley X Evans
mark.

Sworn to by Wiley Evans before me & signed by him in my presence this 28th day of Nov. 1877

M. Lawrence Notary Public

Præcipe

Copy of Note.

"Two months after date I promise to pay W.L. Curry or order the sum of Fifteen Dollars at 8% [illegible]

Endorsements [illegible]

Summons.

The State of Ohio, Union County ss. To the Sheriff of said County Greeting: We command you that you summon Henry J. King if he may be found in your County to be and appear before the Judges of our Court of Common Pleas within and for said County of Union on the first day of the next Term thereof to be holden at the Court House in the town of Marysville within and for said County of Union on the 29th day of January A.D. 1878. then and there in our said Court to answer unto a petition against him filed in said Court by Wiley Evans plaintiff and to be taken as confessed unless you appear and answer thereto. Witness my name as Clerk of said Court and the seal thereof at Marysville this 29th day of Nov. A.D. 1877.

Seal.

Sheriff's Return

Came to hand Nov. 29th 1877 and executed by summoning the within named Henry J. King as appears by the Sheriff's Return thereon endorsed.

Entry.

Sidney M. Rodgers et al

said defendants [illegible]
it is consented by the parties that the [illegible]
evidence [illegible]
mortgage [illegible]
($15.00 with interest at 8% from Nov. 18th 1876.)
by said plaintiff against the said defendants
execution [illegible]
that Mary Rodgers wife of said Sidney M. Rodgers
whatever [illegible]
by virtue of [illegible]
postponed [illegible]

And now at this day come the said plaintiff and defendants

Praecipe

To Clerk: Issue Summons upon above petition returnable according to law. Endorse: Amt. Claimed $150 with 8% interest from Nov. 18th 1876. & foreclosure of Mortgage.

Copy of Note.

" $150 Marysville, Ohio Nov. 18th 1876. "

"Two months after date I promise to pay to the order of W. L. Curry. Fifty dollars at 8% interest from date value received"

(Signed) "S. M. Rodgers."

Endorsed on back. W. L. Curry.

Afterward on the 29th day of November A.D. 1877 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons.

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting:

We command you to notify. Sidney M. Rodgers. Mary Rodgers and Henry J. King that they have been sued by Wiley Evans in the Court of Common Pleas of Union County. and that unless they answer by the 29th day of December A.D. 1877. the petition of the said Wiley Evans against them filed in the Clerk's Office of said Court. such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 1st day of December A.D. 1877. Witness my hand and the seal of said Court this 29th day of November A.D. 1877.

Seal.

W. W. Winget Clerk.

Sheriffs Return

The State of Ohio Union County ss. Received this writ November 29th A.D. 1877. at 4 o'clock P.M. and pursuant to its command, served the same December 4th 1877 by delivering to each of the within named Sidney Rodgers, Mary Rodgers and H. J. King a certified copy of this writ with the endorsements thereon. Service 75c Mileage 20c Copy 13c Return. 15c. Total $1.70

J. J. Miller Sheriff By S. M. Landon Deputy.

Afterward on the 2d day of March 1878 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Wiley Evans
vs.
Sidney M. Rodgers et als

And now comes the said Wiley Evans by A. J. Carpenter his Attorney, and the said defendants still failing to answer or demur to said petition it is considered that the said Plaintiff is entitled to an account of the money due him in the premises, and the Court after hearing the evidence do find that there is due to the plaintiff on the note and mortgage in said petition described the sum of Sixteen & 50 dollars ($16.50) with 8% interest thereon from the first day of this term (Feb. 4th 1878) And the Court do further find that said mortgage was executed by said Sidney M. Rodgers. and Mary Rodgers, his wife, prior to the execution of said deed by Sidney M. Rodgers to Henry J. King. And that Mary Rodgers did not join in said deed to H. J. King. And whatever rights Henry J. King may have in and to said premises by virtue of his said deed from Sidney M. Rodgers are subsequent and postponed to the rights of plaintiff and the said Mary Rodgers herein.

And it is further ordered and adjudged that in case the said defendant Sidney M. Rodgers. fails for three days from the close of this term

of Court to pay the said plaintiff the said sum of Sixteen 8 50/100 Dollars ($16.50) together with the interest thereon at 8% from Feb. 7. 1876. so as aforesaid found due, with costs of suit. an order issue to the Sheriff of Union County. Commanding him to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law. and apply the procedes in satisfaction of the said sum so found due with costs of suit. And that he bring the balance of the procuds of said sale into Court subject to the further order of the Court in the premises.

Attest W. W. Kinget Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union & State of Ohio. on the 8th day of September 1879. Heretofore To-wit: on the 22d day of August 1877. The following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

S. S. McCracken

Against

Isaac W. McCracken, Margaritt McCracken, William Ferguson. Godman, Thornhill & Co., Rodger Wheel Company. Hale & Frost, S. Carter & Co., Rogers, Duck & Lewis, Rogers, Keifer & Engle, Woodburn Sawed Wheel Company, Quick & Son, Wagner & Forney, and W. H. Kyle.

Court of Common Pleas. Union County, Ohio.

The plaintiff says:

That on ~~or about~~ the 10th day of August A. D. 1877 the Defendant Isaac W. McCracken made and delivered to plaintiff his promisory note of that date and thereby promised to pay to plaintiff or order the sum of Three Hundred and Fifty Dollars in one year thereafter with 8% interest Value received (a copy of said note is here to attached marked "A"). 2d The defendants Isaac W. McCracken & Margaritt McCracken on said 10th day of August A. D. 1877 to secure the payment of said note executed and delivered to said Plaintiff their mortgage deed and thereby conveyed to plaintiff his heirs and assigns the following lands and tenements situate in the County of Union & State of Ohio. and in Claibonne Township and in the Village of Richwood and bounded and described as follows to-wit: Being a piece off of the North side of In Lot Number Two Hundred and Eleven (No 211) Nineteen and one half (19½) feet wide on the front and Seven (7) feet wide on the Alley. Also all of In Lot Number Two Hundred & Twelve (212) Situate in Poppleton's Addition to the Incorporated Village of Richwood in said County of Union and State of Ohio. The condition contained in said mortgage deed was in substance that if said Isaac W. McCracken or any one for him should well and truly pay the aforesaid promisory note and the interest thereon when due according to the tenor thereof, then these presents shall be void. Otherwise to be and remain in full force and virtue in law. 3d. On the 21st

Praecipe

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day of August A.D. 1877 at 4½ o'clock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 27th day of August A.D. 1877 in Record of Mortgages in said County Book 13 Page 447. The said deed has become absolute. There is now due to plaintiff upon said indebtedness and remaining unpaid the sum of Three Hundred and Fifty Dollars with interest @ 8% thereon from the 10th day of August A.D. 1877. 5th The plaintiff says that said William L. Ferguson - Godman Thornhill & Co. - Roger Wheel Co. Hale & Frost. - S. Carter & Co. Roger, Duck & Lewis. Roger, Tyler & Engle - Woodburn, Sarven Wheel Company. Quick & Son. Wagner & Toney - & W. W. Kile each have or claim to have some lien upon or claim against the premises in said mortgage described, but as to the nature and extent of said claim or claims if any they have plaintiff is ignorant. Plaintiff therefore asks that each of the above named parties be made defendants herein and required to answer and set up their respective claims or in default thereof that they be forever barred from so doing in the future. 6th The plaintiff therefore asks Judgment against said Isaac W. McCracken for the sum of Three Hundred & Fifty Dollars with 8% interest from the 10th day of August A.D. 1877 and that said mortgage may be foreclosed, and said premises ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief.

Carpenter & Brodrick Attys.

The State of Ohio, Union County ss. A. T. Carpenter being sworn says he is one of the attorneys of the above named plaintiff in this action & duly authorized in the premises. That the said plaintiff is a non-resident of said County of Union and is now absent therefrom and that the facts stated and the allegations contained in the foregoing petition are true as affiant verily believes.

A. T. Carpenter.

Sworn to by A. T. Carpenter before me and signed by him in my presence this 22d day of August A.D. 1879.

W. W. Knight Clerk.

Praecipe. To Clerk: Issue summons upon the above petition for defendants Isaac W. McCracken - Margaret A. McCracken - & W. L. Ferguson made returnable according to law. Endorse "Amt claimed $ 350.00 8% interest from August 10th 1877. & Foreclosure of Mortgage.

Copy of Note. One Year after date I promise to pay S. S. McCracken or order Three Hundred & Fifty Dollars with interest from date at 8% Aug. 10th 1877.

I. W. McCracken.

We hereby waive the issuing and service of process in the above entitled case and enter our appearance herein Aug. 21st A.D. 1879.

Godman Thornhill & Co. by
Roger Wheel Company By
A. T. Carpenter their Atty
Woodburn Sarven Wheel Company. By Robinson & Piper,
Hale & Frost.
By Carpenter & Brodrick their Attys

Afterward on the 22d day of August A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting:
We command you to notify Isaac N. McCracken, Margaret M. McCracken and William H. Ferguson that they and others have been sued by S.S. McCracken in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of September A.D. 1879 the petition of the said S.S. McCracken against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 1st day of September A.D. 1879. Witness my hand and the seal of said Court, this 22d day of August A.D. 1879.

Ex'd W.W. Winget Clerk

Sheriff's Return. The State of Ohio Union County ss. Received this writ August 22d A.D. 1879 at 3 o'clock P.M. and pursuant to its command served the same on the 23d day of August 1879 by delivering a certified copy thereof with the endorsements thereon to the Within named William H. Ferguson and by leaving a certified copy thereof with the endorsments thereon at the residence of each of the within named Isaac N. McCracken and Margaret M. McCracken. Service 75¢ Mileage $1.60 Copy 75¢ Returns 10. Total $3.20

J. Miller Sheriff.

Afterward on the 26th day of August 1879 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

S.S. McCracken
vs.
Isaac N. McCracken } Court of Common Pleas, Union County, Ohio.

Ans. of Kile.

The defendant W.W. Kile for his answer to the plaintiff's petition says- That on the 12th day of February A.D. 1878 The Bank of Richwood recovered a judgment in the Court of Common Pleas of Union Co. Ohio against I.N. McCracken and this defendant as his surety, for the sum of $138 Dollars and $-- costs of suit. That said judgment draws 8% interest from its rendition and is a valid and subsisting lein against the premises described in plaintiff's Petition and has been from said 12th day of February A.D. 1878. This defendant, as surety for said I.N. McCracken was compelled to and has paid said judgment interest and costs in full and said Bank of Richwood upon receipt thereof assigned said judgment to this defendant who is now the legal owner thereof.

The said W.W. Kile asks that his rights may be protected by the Court and that if said premises are sold at the order prayed for in plaintiff's petition, that the defendants lein for $138 Dollars @ 8% from Feb. 12th 1878 and costs of suit may be ordered to be paid out of the proceeds of such sale in the order of its priority with that of the plaintiff and the other defendants herein if sufficient be realized from said sale for that purpose and for all proper relief.

Carpenter & Brodrick Attys for Kile.

The State of Ohio. Union County ss. A.T. Carpenter being sworn says he is one of the attorneys of the above named W.W. Kile, duly authorized in the premises. That said W.W. Kile is a non-resident of said County of Union and is now absent therefrom and that the facts stated and

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allegations contained in the above answer are true as affiant verily believes.

A. T. Carpenter.

Sworn to by A. T. Carpenter before me & signed by him in my presence this day of August A.D. 1879.

W. M. Krieger Clerk.

Afterward on the 26th day of August 1879 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows:

Ans. and Cross Pet.

S. S. McCracken
vs.
Isaac W. McCracken et als.

Court of Common Pleas Union County, Ohio.

And now come the defendants Godmans Thornhill & Co. and for their answer to the plaintiffs petition filed herein say:

That on the 1st day of April A.D. 1874 the defendant Isaac W. McCracken executed and delivered to these defendants his promisory note of that date and thereby promised to pay to said Godman Thornhill & Co. or order the sum of Five Hundred & Twenty five Dollars ($525.00) in six months thereafter value received (A copy of said note is hereto attached, marked "A").

2. That on said 1st day of April A.D. 1874 the defendant Isaac W. McCracken to secure the payment of said note executed and delivered to said Godman Thornhill & Co. his mortgage deed and thereby conveyed to said Godman Thornhill & Co. their heirs or assigns the following premises situate in the County of Union and State of Ohio and in Claibourne Township and in the Village of Richwood & bounded and described as follows, to-wit:

Being Lot Number Two Hundred & Twelve (No 212) in Poppletons addition to the town of Richwood in said County of Union aforesaid. For a more definite description reference is made to the Recorded Plat of said Village. The condition contained in said mortgage deed was in substance that if said Isaac W. McCracken or any one for him shall well and truly pay the aforesaid promisory note and the interest thereon when due according to the tenor thereof then these presents shall be void otherwise to be and remain in full force and virtue in law. 3. On the 27th day of December A.D. 1875 at 11 o'clock A.M. said mortgage was filed with the Recorder of said County of Union to be by him entered on record and was recorded on the 30th day of December A.D. 1875 in Record of Mortgages Book 12 Page 93.

4th The said deed has become absolute. There is now due and remaining unpaid upon said indebtedness the sum of Three Hundred & One 44/100 Dollars ($301.44) with interest thereon from the 23d day of January A.D. 1877. 5th The said Godman Thornhill & Co. therefore ask judgment against the defendant Isaac W. McCracken for the sum of Three Hundred & One 44/100 Dollars with interest thereon from the 23d day of January A.D. 1877 and that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied in satisfaction of said debt & in the event said premises are ordered to be sold on plaintiffs petition these defendants ask that their interest in said premises be protected, and out of the proceeds of said sale that their said claim be paid off in the order of its priority with that of plaintiff and the other defendants herein and for all proper relief.

A. T. Carpenter Atty for G. T. & Co.

The State of Ohio. Union County ss. F. H. Thornhill one of the above named plaintiffs being sworn says the facts stated and allegations contained in Godman Thornhill & Co. answer and Cross Petition are true as he verily believes.

F. H. Thornhill.

Sworn to by F. H. Thornhill before me & signed by him in my presence this 26th day of August A.D. 1879.

W. W. Wright Clerk.

Copy of Note "C" $523 cts April 1st 1874.

Six months after date I promise to pay to the order of Godman Thornhill & Co. Five Hundred & Twenty five Dollars at Richwood Ohio. value received

I. N. McCracken.

Rcnvd Aug. 7/74 on the within note Ninety Two (92) Dollars. Received on the within January 23d 77 One Hundred & Eighty Dollars & Twenty four cents.

Afterward on the 26th day of August 1879 the following answer was filed with the Clerk of said Court which reads as follows, viz:

Answer of Roger W. Co.

S. S. McCracken vs. I. N. McCracken et als. } Court of Common Pleas. Union County O.

And now comes the Roger Wheel Company, a Corporation duly incorporated under the laws of Ohio. defendant herein, and for answer to plaintiffs petition says:

That on the 2d day of May A.D. 1872 this defendant recovered a judgment against the said Isaac N. McCracken in the Court of Common Pleas of Union County Ohio, for the sum of $237 73 debt and $ costs of suit which said judgment is now a valid and subsisting lien upon the premises in the plaintiffs petition described as has been since the 30th day of April 1877 and that said judgment remains unreversed & unsatisfied. The Roger Wheel Company therefore asks the protection of the Court and that in the event of the sale of the premises in plaintiffs petition described this claim shall be ordered to be paid out of the proceeds of said sale (if sufficient be for that purpose) in the order of its priority with that of plaintiff and the other defendants herein & for all proper relief.

A. J. Carpenter Atty for Roger Wheel Co.

The State of Ohio. Union County ss. A. J. Carpenter being sworn says he is the attorney for the above named defendant duly authorized in the premises. That said defendant is a non-resident of said County of Union, and is now absent therefrom and that the facts stated and allegations contained in the foregoing answer are true as affiant verily believes.

A. J. Carpenter.

Sworn to by A. J. Carpenter before me & signed by him in my presence this day of August 1879.

Afterward on the 4th day of September 1879 the following Answer & Cross Pet was filed with the Clerk of said Court which reads as follows viz:

Ans. & Cross Pet. of Hale et Ux.

S. S. McCracken vs. Isaac N. McCracken et al. } In the Court of Common Pleas Union County, Ohio.

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And now comes the said defendants Hale & Frost and for their answer & Cross Petition to the Plaintiff's petition herein say,
1st That they are a Partnership doing business in the State of Ohio. under the firm name and style of Hale & Frost. 2d On the 16th day of November A.D. 1877 the said defendant I. W. McCracken made and delivered to the said defendants Hale & Frost his promisory note of that date and thereby promised to pay to said defendants the sum of Three Hundred & Two Dollars in two years after the date thereof with six per cent interest from date. (a copy of said note is hereto attached marked "Exhibit A"). 3d The defendants I. W. McCracken and Mary McCracken, to secure the payment of said note on the 16th day of Nov. A.D. 1877 executed and delivered to said Defendants, Hale & Frost their mortgage deed on the premises describe in Plaintiff's petition herein. The condition containing in said Mortgage deed was, in substance, that if the said defendants I. W. McCracken and Margaret McCracken should pay or cause to be paid the said promisory note herein mentioned when the same became due then this mortgage to be void. 4th On the 16th day of November A.D. 1877 at 3. o'clock P. M said Mortgage was delivered to the Recorder of said County to be by him entered on Record, and was recorded on the 16th day of November A.D. 1877 on Union County Record of Mortgages Volume 13. Page 561 5th No part of said indebtedness has been paid and there is remaining thereon the sum of Three Hundred & Two Dollars with interest from the 16th day of Nov. A.D. 1877. 6th The said Defendants Hale & Frost ask that if said premises are sold the proceeds thereof be applied to the payment of said indebtedness in the order of the priority thereof with the claims of said Plaintiff and the other defendants herein, holding liens thereon, and for all proper relief.

Carpenter & Brodrick Attys for H & F.

State of Ohio }
County of Union } ss. John M. Brodrick, being sworn, makes oath, that he is one of the attorneys for the said defendants Hale & Frost, duly authorized in the premises, That said defendants are now residents of said County of Union, and are now absent therefrom and that the facts stated in the foregoing Answer & Cross Petition of said defendants are, as affiant believes, true.

John M. Brodrick

Sworn to by John M. Brodrick before me and by him signed in my presence this 4th day of September A.D. 1879.

W. W. Winget Clerk.

Afterward on the 22d day of September 1879 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

S. S. McCracken
vs.
Isaac W. McCracken et als. } And now comes the said S. S. McCracken by Carpenter and Brodrick his attorneys and the said defendants Isaac W. McCracken & Margaret McCracken still failing to answer or demur to said petition, it is considered that the said plaintiff is entitled to an account of the money due him in the premises, and the Court after hearing the evidence, do find that there is due to the said plaintiff, on the note and mortgage in said petition described the sum

of Four Hundred & Eight Dollars & Eighteen cents with interest thereon at the rate of Eight per centum per annum from the Eighth day of September A.D. 1879. It is therefore considered by the said Court here that the said plaintiff recover of said Defendant Isaac W. McCracken the said sum of Four Hundred & Eight Dollars & Eighteen cents, the sum so found due as aforesaid with Eight per cent. interest thereon from the 8th day of September A.D. 1879, and also his costs taxed to $---

And it is further ordered & adjudged, that an order issue to the Sheriff of said County, commanding him to cause said lands and tenements in said petition described to be appraised, advertised and sold according to law, and bring the proceeds into Court for further order herein. And leave is granted to the Defendants Woodburn Sarven Wheel Company, to file answer herein within 30 days from the rising of Court, and cause continued.

Afterward on the 24th day of October 1879. the following Cross Petition was filed with the Clerk of said Court, which reads as follows, viz:

Cross Pet of Ferguson

S.S. McCracken
vs.
Isaac W. McCracken et als } Court of Common Pleas, Union County, Ohio.

The said W.B. Ferguson says, that the said Isaac W. McCracken on the 13th day of January 1871 executed to the said Ferguson his mortgage deed for Lot No 212 in the Popplston addition to the town of Richwood in Union County, Ohio. to secure two Notes of One Hundred dollars each with interest from January 13th 1871 and due One Aug. 1st 1872 & one Aug. 1st 1871 and both being for the balance of the consideration money for said Lot then & at the same time conveyed by this defendant to said McCracken, & his wife Margaret McCracken had no contingent right of dower therein, and there remains due thereon to this defendant from said McCracken on the 17th of October (the interest being included to that date) the sum of Ninety two & 44/100 Dollars. This mortgage was duly recorded January 16th 1871 in Vol. 6 Page 259 & said sum is the first lien after the taxes on said lot. 2d On the 2nd day of February 1871 said Isaac W. McCracken & his wife Margaret McCracken executed to this defendant their mortgage for said Lot No 212 & part of No 211 in said village running 7 feet & 3 inches in front and 7 feet wide on the back part at the Alley both being in Popplstons addition of said Village, which last mortgage was recorded Feb. 21st 1871 on Page 124 of the Records of Mortgages to secure a note of Six Hundred Dollars of same date, and due one year after date and on the same there is yet due and unpaid to this defendant the sum of $296.27 with interest to the 17th of Oct. 1879. This defendant says the mortgage given to the defendants Godman, Thornhill & Co. was on said lot 212 and does not include said lot 211 and said Margaret McCracken did not sign said mortgage to said Godman Thornhill & Co. The said mortgage to plaintiff is both junior in date & record to both of the said mortgages to this defendant.

This defendant says there is delinquent unpaid a large amount of taxes on said lot. This defendant asks that the liens of the several defendants & the plaintiff be stated by the Court and that said property be sold in such a manner that the proceeds can be known as coming from said lots separately and that such other and further

Answer of Mrs. McCracken

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Robinson & Pipe Attys for Ferguson

The State of Ohio. Union County ss. W. H. Ferguson being duly sworn deposes & says the allegations of the foregoing answer are true as he believes

W. H. Ferguson.

Sworn to before me & signed in my presence this 27th day of Oct. 1879.

W. M. Wright Clerk.

Afterward on the 4th day of November 1879. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer of Mrs. McCracken.

S. S. McCracken
vs.
Isaac N. McCracken et als.

Court of Common Pleas, Union County, Ohio.

Now comes Margaret McCracken and for her answer to the petition of plaintiff says She is the wife of the defendant Isaac N. McCracken and resides on the premises in the petition described as her home with her husband aforesaid. That both the lot No 212 and fraction of No 211 mentioned constitute one property on which the house stands which is the homestead of this defendant and she says she is entitled to hold in lieu of her said homestead the sum of five hundred dollars of the proceeds of the sale of said premises and she asks that her said homestead rights may be reserved to her out of the proceeds of the sale of said homestead and prays the protection of the court in the premises

Margaret McCracken.

The State of Ohio. Union County. ss. Margaret McCracken being duly sworn deposes and says the allegations of the foregoing answer are true.

Margaret McCracken

Sworn to before me and signed in my presence this 28th of October 1879.

J. S. Gill Justice of the Peace

Afterward on the 8th day of November 1879 the following Answer was filed with the Clerk of said Court which reads as follows viz:

Answer of W. H. Pfefferle & Co.

S. S. McCracken
vs.
I. N. McCracken et. als.

Court of Common Pleas Union County Ohio.

And now comes W. H. Pfefferle Co. and by leave of the Court file their Answer and Cross Petition in this case and say that they are a partnership doing business in the State of Ohio. That on the 25th day of November A.D. 1878 they recovered a judgment against said I. N. McCracken before W. J. Woods a Justice of the Peace in and for Claibourne Township in the County of Union and State of Ohio. for the sum of Ninety Seven Dollars and ninety three cents and costs taxed to $13.00

On December 7th 1878. an execution was issued by the said Woods Justice of the Peace directed to any constable of said township which said execution was returned on the 17th day of December 1878 endorsed as follows. Rec'd this writ December 7th 1878. no personal property found wherein to levy to make any part of this execution. Service & Return 40. mileage 20. Total 60cts

W. J. Robertson Constable.

On the 24th day of December A.D. 1878 a transcript of said judgment was filed with the Clerk of Court of Common Pleas in said County and entered on his docket No 1 Page 23. That said Judgment

has not in any manner been satisfied in whole or any part thereof, and that it is a valid and just lien on the premises in the petition described. This defendant W. H. Pfeffler & Co. ask the protection of the Court as to the lien set forth in this their answer and for all proper relief.

Robinson & Piper Attys.

State of Ohio. Union County ss. L. Piper being duly sworn says he is one of the attorneys of the said W. H. Pfeffler & Co. duly authorized in the premises. That Pfeffler & Co. are not residents of said County of Union nor any member of said firm and that they are now absent from said County and that the facts stated and the allegations set forth in the foregoing pleading of W. H. Pfeffler & Co are, as he verily believes, true.

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 8th day of November 1876.

W. W. Winget, Clerk.

Afterward on the 8th day of Nov. 1876 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows:

Answer & Cross Pet. of Woodburn Sawen Wheel Company

S. S. McCracken
vs
Isaac W. McCracken et als.

} Court of Common Pleas, Union County.

And now comes the Woodburn Sawen Wheel Company and by leave of the Court first had files its Answer by way of Cross Petition and says it is incorporated under the laws of the State of Indiana and doing business in the City of Indianapolis in said State of Indiana. On the 7th day of October A. D. 1876 the said Woodburn Sawen Wheel Company recovered a judgment against the said Isaac W. McCracken in the Court of Common Pleas of Union County, Ohio for the sum of $274 2/100 with interest from October 7th 1876. On said judgment the following sums of money have been received by this defendant by its attorneys, to-wit: September 23d 1876 Rec'd of Defendant Isaac W. McCracken $190 00. On October 4th 1876 Rec'd of Defendants S. W. McCracken fifty five ($55 00) Oct. 16th 1876 received of Defendant S. W. McCracken five Dollars ($5 00). On or about February 9th 1877 a writ of execution was issued by the Clerk of said Court of Common Pleas to the Sheriff of said County, which said writ was returned and filed with said Clerk on the 8th of April 1877 endorsed "Received this writ Feb. 9th 1877 and on February 13th 1877 for want of Goods & Chattles on which to levy I levied this writ on the following lands and tenements, to-wit: Situate in the township of Claibourne, County of Union and State of Ohio and being Village lot No 213 in the incorporated Village of Richwood (Poppleton Addition) according to plat and Survey made by A. S. Mowrey July 20 & 21st 1865. Also a tract of land Situate in said Village to-wit: Lot No. 212 in Poppletons Addition to said Village a Plat of which is recorded in Plat book No. 1 Page 78 Union County Records.

Also the premises described as follows to-wit: Being a piece off the North side of In Lot No 211 in said Village of Richwood 19 1/2 feet wide on the front and 7 feet wide on the Alley. Also the following described premises to-wit: all of In Lot No 571 in Morris Hills Addition to said town of Richwood for a more specific description reference is hereby made to the Record

Answer of Pfl & Estlee

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of said Addition, duly recorded in the Records of the Recorders Office at Marysville Union County Ohio. I levied on all the above described property now belonging to S. W. McCracken." Signed by J. J. Miller Sheriff of Union County Ohio. The costs in the case of said Woodburn Sarven Wheel Company. S. W. McCracken amount to $10 71/100. The said judgment, subject to said credits and the said costs in said case are a valid and subsisting lein on the premises in the petition described and remains in full force and effect in law. The said Woodburn Sarven Wheel Company ask the Court to protect its lein upon said premises and when the property is sold if sold it should be, that out of the procuds if sufficient that the lein of said Woodburn Sarven Wheel Company. be paid in its order of priority and for all proper relief.

Robinson Piper Attys for W. S. W. Co

The State of Ohio Union County ss. L. Piper being duly sworn according to law, says he is one of the Attorneys of the above named Woodburn Sarven Wheel Company duly authorized in the premises that said corporation the said Woodburn Sarven Wheel Company is not a resident of the State of Ohio. and is now absent from said County of Union and that the facts stated and the allegations in the foregoing pleading of the said Woodburn Sarven Wheel Company are as affiant believes true

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 8th day of November A.D. 1876

W. M. Knight Clerk.

Afterward on the 8th day of November 1876 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows;

Answer of Pell & Estles

S. S. McCracken

vs.

Isaac W. McCracken et. als.

Court of Common Pleas. Union County Ohio.

And now comes Pell & Estle and by leave of the Court file their answer herein by way of Cross Petition and say that they are co partners in business under the firm name & style of Pell & Estle doing business in the State of Ohio. That on the 29th day of November A.D. 1876 They recovered a judgment against said I. W. McCracken before W. J. Woods a justice of the Peace in and for Claibourne Township in the County of Union and State of Ohio. for the sum of Twenty One Dollars and twenty one cents ($21 21/100) and costs of suit taxed to $1.50.

That on December 7th A.D. 1876 an execution was issued by said Woods as said Justice of the Peace directed to any constable of said Township which said execution was returned on December 17th 1876 endorsed as follows: Received this writ December 17th 1876. No property found whereon to levy. no part of this Execution Costs. Service & Return 40c Mileage 20c Total 60c

W. A. Robertson Constable.

On the 24th of December A.D. 1876 a transcript of said judgment was filed with the Clerk of the Court of Common Pleas within and for said County of Union and was by said Clerk entered on the lein Docket No. 1 Page 26. That said judgment has not been paid or any part thereof and is still a valid and subsisting lein on the premises in the petition described. This defendant Pell and

Supplemental Record see Record No * For Supplemental Record see Page 535

Entry.

Esther ask the Court to protect their rights as in the premises as herein set forth and for all proper relief.

Robinson & Piper. Attys.

State of Ohio. Union County ss. L Piper being duly sworn says he is one of the attorneys for said Pell & Esther duly authorized in the premises that said Pell & Esther are both non-residents of said County of Union and are now absent therefrom and that the facts stated and allegations in the foregoing Answer of said Pell & Esther are, as affiant believes, true. L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 8th day of November A.D. 1879.

W. M. Winget Clerk.

Afterward on the 13th day of January 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

S. S. McCracken
vs.
D. W. McCracken et.al } This cause came on to be heard on motion to set aside the sale made in this cause whereupon the Court order the sale set aside & cause continued under the former order. *

Attest W. M. Winget, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 9th day of September 1878. Heretofore, to wit: On the 7th day of April 1877 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Olivin S. Myers
vs.
Alvin Bellus, Louisa A. Moore, & Freman Stout } Court of Common Pleas Union County, Ohio.

The Plaintiff says that about the day of 1872. he sold to the defendants Alvin Bellus his livery stock consisting of Horses, Buggies &c, that he the Plaintiff then had in Richwood, Ohio and received in part payment therefor a certain promissory note, and mortgage for $270 00 made by the defendant Louisa A. Moore and Freman Stout to said Alvin Bellus said mortgage was given by said defendants to the defendant Alvin Bellus to secure the payment of said note, Said mortgage was duly recorded by the Recorder of said County on the 23d day of August 1871 and purported to be, and was represented by said Alvin Bellus to the Plaintiff to be a first mortgage upon Lot No. 180 & 3 in the Town of Broadway in said County of Union. Plaintiff says that he received said note and Mortgage of the Defendant Bellus in said sale of his livery stock to said Bellus in full faith and confidence, that the same was a first mortgage on said lot as aforesaid, and gave a full consideration therefor. that he did solely and entirely upon the representations of said Bellus in regard thereto. Plaintiff further says that said representations were fraudulent and untrue. that there was another mortgage on said lot made and delivered by said defendants Mrs. Moore & Stout to other parties, which mortgage was executed and recorded prior to the one

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given to said Bellus, and was a prior lein thereon at the time of the transfer of the ~~first~~ mortgage mentioned to this Plaintiff and that said prior mortgage was aftewards foreclosed by suit in this Court and said property sold by order of the Court & taxed in said suit and no part of the procuds of said sale was applied to the payment of the said of the said note herein discribed. Plaintiff further says that said note and mortgage have been lost, or stolen, from his possession that he has made diligent search for the same, and is unable to find either of them. He says that no part of said note has ever been paid. That there is now due on said note the sum of $ 344 00. Plaintiff says he promptly notified said Alvin Bellus of the existance of said prior mortgage on said property as soon as he learned of the same, and also of the non-payment of said note by the Defendants Mrs. Moore & Freman Stout. Wherefore Plaintiff prays judgment against the defendants Alvin Bellus, Louisa A. Moore & Freman Stout, for said sum of $ 344 00 with interest from March 8th 1877.

P. R. Kerr Atty for Pltff.

State of Ohio, Union County ss. O. Spencer Myers the Plaintiff being sworn says the statements & allegations in the foregoing petition are true as he verily believes.

O. S. Myers.

Sworn to before me and subscribed in my presence by said Plaintiff this 7th day of April 1877.

W. J. Wood J. P.

Praecipe — Clerk will please issue summons to the Defendant Alvin Bellus Louisa A. Moore & Freman Stout Endorse "Amount claimed $ 344 00"

Afterward on the 7th day of April 1877. the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons — The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Alvin Bellus, Louisa A. Moore & Freman Stout, that they have been sued by O. S. Myers in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of May A.D. 1877 the petition of the said O. S. Myers against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 16th day of April 1877. Witness my hand and the seal of said Court this 7th day of April A.D. 1877.

W. M. Winget, Clerk.

Sheriff's Returns — Exd. The State of Ohio, Union County ss. Received this writ April 7th A.D. 1877. And pursuant to its command I served the within named Alvin Bellus, Louisa A. Moore & Freman Stout, by delivering to each a certified copy of this writ with all the endorsements thereon, this 14th day of April, 1877. Service 75c. Mileage $ 3.00 Copy 60c Return 15c Total $ 4.50.

J. J. Miller, Sheriff.
By Geo. A. Edwards, Deputy.

Amended Petition

Afterward on the 24th day of September 1877 the following Amended Petition was filed with the Clerk of said Court which reads as follows viz:

O.S. Myers
vs.
Alvin Bellus, Freman Stout and Louisa Moore

} In Court of Common Pleas, Union County, Ohio.

The Plaintiff by leave of Court comes and files his Amended Petition in this action and says that this action is founded upon a certain transaction, between said Plaintiff and Alvin Bellus in which said Plaintiff O.S. Myers sold and delivered to said Alvin Bellus his livery stock consisting of Horses, Carriages, harness &c. that he had then in Richwood, Ohio. On or about the 1st day of December 1872. And in which he received in part payment therefor, a certain note and mortgage for $2,715.00 signed by the defendants Louisa Moore and Freeman Stout, and payable to said Alvin Bellus or order, said mortgage was given by said defendants to said Alvin Bellus to secure the payment of said note and was on the following described Real estate, to-wit: On Lot No 43. in the town of Broadway, in said County and was duly recorded by the Recorder in said County, on the 23d of August 1871 and purported to be, and was represented by said Alvin Bellus to the plaintiff to be, a first mortgage lien upon said lot No. 43. Plaintiff says that he received said note and mortgage in said sale of his livery stock as aforesaid in full faith and confidence that the same was a first mortgage on said lot No. 43 as aforesaid and gave a full consideration therefor. That he relied solely and entirely upon the representations of said Bellus in regard thereto. Plaintiff further says that said representations were fraudulent and untrue. That there was another mortgage on said lot made and delivered by said defendants Louisa Moore to other parties, which mortgage was executed and recorded prior to the one given to said Bellus and was a prior lien thereon, at the time of the transfer of the 1st mentioned mortgage to this plaintiff and that said prior mortgage was afterward foreclosed by suit in this Court and said property sold by order of Court obtained in said suit and no part of the proceeds of said sale were applied to the payment of said note herein described, but the same were consumed in the payment of first mortgage. Plaintiff further says that said note and Mortgage have been lost or stolen from his possession that he has made diligent search therefor and is unable to find either of them and he is therefore unable to set forth a copy thereof, but says the note was an ordinary note signed by said defendants Louisa Moore and Freeman Stout and was by said Alvin Bellus endorsed, transfered and assigned to said Plaintiff aforesaid, that said note or any part thereof or any part of said $2715. has ever been paid, or any of said debts. That said defendants Louisa Moore and Freeman Stout are insolvent and wholly irresponsible and unable to pay said note that the same has long since been due. Plaintiff says that he promptly notified said Bellus of the existence of said prior mortgage on said property as soon as he learned of the same and

Error x

Entry

Amended Petition.

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also the non-payment of said note by said defendants Mrs Moore and Freman Stout. Plaintiff says that by reason of the false and fraudulent representations of said Alvin Bellus in regard to said note and mortgage as aforesaid and by reason of the failure and neglect of said defendants to pay said note by reason of said prior mortgage and the foreclosure thereof, and the sale of said Lot No 43. by order of Court as aforesaid he has been wronged and damaged to the amount of $270 00 with interest from said 1st day of Dec. 1872

Wherefore Plaintiff prays judgment against the defendants Alvin Bellus Louisa Moore & Freeman Stout for said Amount of $270 00 his damages herein sustained with interest thereon from said 1st day of Dec. 1872. ~~Wherefore Plaintiff prays judgment against the defen-~~

Error ~~x~~ dants Alvin Bellus, Louisa Moore & Freeman Stout, for and for all proper relief.

P. R. Kerr Atty. for Pltff

State of Ohio. Union County ss. O. S. Myers being sworn says the allegations and statements in the foregoing Petition are true as he believes.

O. S. Myers.

Sworn to before me and subscribed in my presence this 22d day of September 1877.

Jno. P. Simmons Mayor of Richwood

Afterward to wit the 25th day of September 1877 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry

O. S. Myers
vs
Alvin Bellus et als. } This day came this cause on to be heard upon the demurr of said Alvin Bellus to the petition of the said plaintiff and was argued by counsel. On consideration whereof the Court being fully advised in the premises do sustain said demurr and thereupon the plaintiff asked and had leave to file an amended petition herein by monday next.

Afterwards on the 30th day of April 1878 the following Amended Petition was filed with the Clerk of said Court which reads as follows, viz:

Amended Petition.

O. S. Myers
vs.
Alvin Bellus. et als. } Court of Common Pleas Union County, Ohio.

The Plaintiff O. S. Myers by leave of Court files this his second Amended Petition and says that on or about the 1st day of December 1871. he sold to defendant Alvin Bellus his Livery Stock consisting in horses, Carriages, harness &c. for about $1100 00 of which amount there is still due the Plaintiff the sum of $270 00 with interest thereon from said 1st day of Dec. 1871. from the said defendant Alvin Bellus. Plaintiff says that the said Alvin Bellus at the time of said sale assigned and endorsed to him the Plaintiff a certain promisory note and mortgage for said sum of $270 00 signed by the Defendants Freeman Stout & Louisa Moore, payable to said Alvin Bellus, or order, said mortgage was made and executed by said Freeman Stout & Louisa Moore upon in lot No 43 in the Town of Broadway in said County and delivered to said Alvin Bellus to.

secure the payment of said note of $270.00 according to the tenor thereof and was duly recorded by the Recorder of said County on the 23d day of August 1871. Plaintiff says that the defendant Alvin Bellus, to induce him the Plaintiff to receive said note in payment of said $270.00. He represented to the plaintiff that said mortgage was a first Mortgage upon said Lot No 43 in Broadway, well knowing said representations to be false and fraudulent. Plaintiff says that there was another mortgage prior to the one herein referred to given by said Louisa Moore and Truman Stout on said Lot No 43 for a large amount of money, which was a prior lein thereon at the time of the transfer of the mentioned mortgage to the Plaintiff, and that said prior mortgage was afterwards foreclosed by suit in this Court and said premises sold by order of this Court and the proceeds of said sale entirely consumed in the payment of said first and prior mortgage and the costs, &c. connected with said suit. and no part of the same applied to the payment of the note herein described. Plaintiff says that as soon as he discovered the existence of said prior mortgage to wit: on or about the 12th of April 1873. upon said premises he notified the defendant, Alvin Bellus of the same, and of the foreclosure of said prior mortgage, and of the non-payment of the said note held by said Plaintiff

Plaintiff says he received said note and mortgage of the defendant Bellus in full faith and confidence that the same was as represented a first mortgage upon said lot No 43 in the town of Broadway. and that he relied solely and entirely upon said representations of said Bellus in regard thereto, which representations were false and fraudulent.

Plaintiff says that said note and mortgage have been lost or stolen from his possession. and that he has made diligent search therefor and is unable to find either of them and therefore is unable to set forth a copy thereof. That said note nor any part thereof has never been paid. That said Defendants Truman Stout & Louisa Moore are insolvent and have been ever since the transfer of said note and mortgage. That said note and mortgage was wholly without value at the time of the transfer thereof by Defendant Bellus to the plaintiff, which fact the defendant Bellus well knew. Plaintiff says that said Bellus has never paid any part of said $270.00 The Plaintiff by the said sale of his Livery Stock on said 1st day of December 1871 except by said transfer of said note therefore Plaintiff prays judgment against the defendants for the said sum of $270.00 with interest from the 1st day of Dec. 1871 and for costs.

P. L. Kerr Atty for Pltff.

State of Ohio. Union County ss. O.S. Myers being sworn says the statements and allegations in the foregoing Amended Petition are true as he verily believes

O.S. Myers.

Sworn to before me and subscribed in my presence this 29th day of April 1878.

J.S. Gill J.P.

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Afterward on the 6th day of May 1878 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. O.S. Myers vs. Alvin Bellus et.als. } This cause is continued by consent of the Parties with leave to the defendant Alvin Bellus to plead to the 2d Amended Answer of the plaintiffs in 40 days from the rising of the Court.

Afterward on the 11th day of September 1878 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer O.S. Myers vs Alvin Bellus. et.als } In Union County Court of Common Pleas.

The Defendant Alvin Bellus for his answer to the petition of the plaintiffs petition says. First: That the said Plaintiffs alleged cause of action did not accrue within four years from the commencement of this action and that more than four years had expired after the plaintiff discovered the matters set forth in his petition and alleged as prior and before this suit was commenced. And the plaintiffs said cause of action is barred by the statute of limitation. Second: The said defendant denies each and every allegation in the petition except that this defendant bought the Plaintiffs Lavery Stock and traded him a note and mortgage on the said Truman Stout & Louisa Moore in part payment thereof. Third: This defendant further answering says that at the time he purchased said Lavery Stock he was talking and trading with the plaintiff for several weeks and the fact of the prior mortgage was fully talked over and understood by both parties and the amount paid by this defendant in money was considered nearly the value of said stock and the plaintiff took said note and mortgage to make what he could out of them and wholly at his own risk knowing all the facts, both of the prior mortgage and the pecuniary responsibility of said Stout & Moore. 4th This respondent further says that said prior mortgage was a matter of record and the record was open alike to the Plaintiff and defendant and that the said plaintiff after he took said mortgage kept the same and in this action has taken judgment against the said Stout & Moore upon his own prayer and that he still owns & holds said judgment as his own right but that he has made any effort to collect the same and that said parties have property subject to execution. The Defendant denies that he ever indorsed said note, and denies that he ever made any false or fraudulent representations in regard to the same. Having thus fully answered this defendant asks to go hence without day and recover his costs.

J. L. Cameron Atty. for Bellus

State of Ohio. Union County ss. Alvin Bellus being first duly sworn according to law deposeth and saith that the facts stated and allegations made in the foregoing answer are true as he verily believes.

A.S. Bellus.

Sworn to before me by Alvin Bellus and by him subscribed in my presence this 11th day of September A.D. 1878.

W. W. Wright Clerk.

Afterward on the 11th day of September 1878 the following Reply was filed with the Clerk of said Court which reads as follows, viz:

Reply.

O. S. Myers vs Alvin Bellus et. als. } In Court of Common Pleas, Union County, Ohio.

And now comes the Plaintiff and for reply to the Defendants answer says that he denies each and every allegation in said Answer contained, except that part which admits certain allegations of the Petition

P. R. Kerr Atty for Pltff.

State of Ohio Union County ss. O. S. Myers being sworn says he believes the allegations in the foregoing reply to be true.

O. S. Myers.

Sworn to before me and subscribed in my presence this 11th day of Sept. 1878.

W. W. Wright Clerk.

Afterward on the 12th day of September 1878 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

O. S. Myers vs Alvin Bellus et als } In Court of Common Pleas, Union County, Ohio.

This day again came the said parties by their Attorneys, and also came the the jury heretofore impannelled and sworn and the trial proceeded And the said jury having heard the remanning testimony, the argument and the charge of the court, retired to their room in charge of the Sheriff for deliberation. And now come said jury into open court with their verdict in writing signed by their foreman and say: "We the jury in this case being duly impannelled and sworn do find and say we find for the defendant

Signed W. M. Robinson Foreman.

Afterward on the day of 1878 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

O. S. Myers vs Alvin Bellus et als. } In Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of the plaintiff to set aside the verdict in this case and grant a new trial, was argued by Counsel and the Court being fully advised in the premises, do overrule said motion, and it is ordered that defendant have judgment on verdict for his costs taxed at $. to all of which rulings of the Court the Plaintiff excepts.

Attest W. W. Wright Clerk.

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Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 9th day of September 1878. Heretofore to wit: on the 8th day of July 1878 the following Petition was filed with the Clerk of said Court which reads as follows, Viz:

G. W. Rogers, L. C. Keifer & D. H. Engle late partners under the firm name of Rogers, Keifer & Engle.

Petition

vs.

Isaac W. McCracken, Margaret McCracken, his wife, L. C. Brokaw, Wagner & Forney, Rogers Duck & Lewis, Roger Wheel Co. and Woodburn Sarven Wheel Company.

Union County Court of Common Pleas.

The Plaintiffs say that at the time of the execution of the note herein described they were doing business under the firm name of Rogers, Keifer & Engle at the city of Dayton in the State of Ohio.

That on the 5th day of February 1876 the defendant Isaac W. McCracken made and delivered to the plaintiffs under the firm name of Rogers Keifer & Engle his promisory note of that date and thereby promised to pay the plaintiffs or order the sum of One Hundred & Ninety four Dollars in four months after date with eight percent interest after maturity. For value received. The defendants Isaac W. McCracken and Margaret McCracken on the 5th day of February 1876 to secure the payment of said note executed and delivered to the plaintiffs their mortgage Deed and thereby conveyed to the plaintiffs under the firm name of Rogers, Keifer & Engle and their assigns the following lands and tenements, situate in the County of Union State of Ohio, and bounded and described as follows- Being Lot No six Hundred & thirty seven (637) in O'Beems addition to the town of Richwood in the County of Union and State of Ohio. The condition containing in said mortgage Deed was in substance as follows. That if the said Isaac W. McCracken shall well and truly pay said sum of money with the interest thereon according to the conditions of said note, then said mortgage should be void. That on the 7th day of February 1876 at 3 o'clock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record, and was duly recorded in Mortgage Book No 12 Page 140. The said Mortgage Deed has become absolute, There is due and remaining unpaid upon said indebtedness the sum of One Hundred & Ninety four Dollars with eight per cent interest thereon from the 5th day of June 1876. The Defendants L. C. Brokaw, Wagner & Forney, Rogers Duck & Lewis, Roger Wheel Co. and Woodburn Sarven Wheel Co. claim to have some lien or estate in said premises, but the Plaintiffs are ignorant of the nature or extent thereof.

The Plaintiffs do not know whether any of said Defendants have at this time any subsisting lein upon said premises & they demand proof of the same. The Plaintiffs pray that judgment may be rendered in their favor against the said Isaac W. McCracken for the sum of One Hundred &

ninety four Dollars with eight per cent interest thereon from the 5th day of June 1876. And also that said premises may be ordered to be sold and the proceeds applied to the payment of said debt.

Todd & McDonald Atty's for Plaintiffs

The Sate of Ohio, ~~Hardin~~ Champaign County ss. C. C. Kuefer being sworn says he is one of the plaintiffs in the foregoing action & that the facts stated in the petition are true, as he verily believes.

C. C. Kuefer.

Sworn to by C. C. Kuefer before me & by him subscribed in my presence this 28th day of June 1878.

W. M. Sayre Notary Public Champaign Co. O.

We hereby waive the issuing and service of summons in the above entitled case and enter our appearance herein

Roger Wheel Company By A. J. Carpenter.

We hereby waive the service of Process and enter our appearance in the above entitled action

Rogers Lewis & Co Wagner & Forney. J. B. Brokaw By Ken.

Afterward on the 8th day of July A.D. 1878 the following summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Isaac W. McCracken and Margaret McCracken that they and others have been sued by G. W. Rogers, C. C. Kuefer & D. W. Engle late partners in business under the firm name of Rogers, Kuefer & Engle in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of August A.D. 1878 the petition of the said Rogers, Kuefer & Engle against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 2d day of July A.D. 1878. Witness my hand and the seal of said Court, this 8th day of July A.D. 1878

W. M. Winget Clerk By Tabor Randall D.C.

Seal.

Sheriff's Return.

The State of Ohio. Union County ss. Received this writ July 8th A.D. 1878. at 7 o'clock P. M. and pursuant to its command, served the same July 13th 1878 by delivering to the within named Margaret McCracken a certified copy of this writ with the endorsements thereon. And at the same time leaving a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named D. W. McCracken. Service 55c Mileage $1.60 Cop. 40c Returns 5c Total $2.10

J. J. Miller Sheriff.

Afterward on the 18th day of September 1878 the following answer was filed with the Clerk of said Court which reads as follows

Answer of L. E. Brokaw.

Rogers, Kuefer & Engle
vs
D. W. McCracken et als.

Court of Common Pleas. Union Co. Ohio.

And now comes the defendant Laura E. Brokaw, and files her Cross Petition in this action and says that on the 2d day of January 1876. the said D. W. McCracken

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made and delivered to Her his certain promisory note of which the following is a copy, $175. January 2nd 1876. May 1st after date I promise to pay to the order of Laura E. Broken One Hundred and Seventy five Dollars at Richwood. value received. J. W. McCracken

This note was given for the purchase money of the premises described in Plaintiffs petition and for the purpose of securing the payment of the same the said J. W. McCracken, and Margaret McCracken his wife, executed and delivered to the said Laura E Broken their Mortgage Deed for the following premises. to-wit Out Lot No. (637) Six Hundred and thirty seven in Burns addition to the town of Richwood in said County of Union. On the 2nd day of Jan. 1876 said mortgage Deed had condition therein written as follows to wit: that whereas the said J. W. McCracken has executed and delivered to said Laura E. Broken his promisory note of even date herewith for $175: payable on the 1st day of May 1876. Now if the said J. W. McCracken shall well and fully pay said note according to the tenor thereof then these presents shall be void. There has been paid on said note, as follows, Feb. 3d 1877 Sixty Dollars Oct 1st 1877 $12.50.

There is now due upon said note the sum of $. Plaintiff says that said mortgage was left with the Recorder of said County for record on the day of 187 and duly Recorded. The said mortgage deed has become absolute. And defendant asks judgment of foreclosure of the same, and for an order to sell said premises as upon execution, and the payment of the amount due upon said note 1st out of the procuds of said sale. The said Laura E. Broken by way of answer to said Plaintiffs Petition: That the mortgage deed set up in Plaintiffs Petition was given to the Plaintiff by said J. W. McCracken as a security for a pre existing debt of said McCracken to Plaintiffs; that at the time of the execution of said mortgage the said Plaintiffs did not have any security for their claim against said McCracken, that they did not at that time put with or furnish to him any thing of value, as consideration for said note and mortgage and did not change their condition in the premises by taking said mortgage. Defendant Laura E. Broken says further that at the time of the making said mortgage, she had an equitable interest by way of vendors lein, for the amount of said note of $175 00 and also by means of her said mortgage executed and delivered Jan. 2nd 1876. but not left for record until after the record of the plaintiffs' mortgage. Wherefore the said Defendant Laura E. Broken prays judgment against the Plaintiffs', declare, say, that her said lein against said premises to be prior, to the lein of the plaintiffs, and for all proper relief in the premises.

P. R. Kerr Atty for Defts.

State of Ohio. Union County ss. P. R. Kerr being sworn says he is the Attorney for the Defendant Laura E. Broken and that she is a Non resident of said County of Union and the statements in the foregoing Answer are true

P. R. Kerr.

Sworn to before me and subscribed in my presence this 11 day of Sep. 1878.

W. M. Wright Clerk.

Entry.

Afterward on the 1st day of October 1878. the following Entry was made on the Journal of said Court which reads as follows, viz:

Roger. Kiefer & Engle }
vs. }
I. W. McCracken et.als } This cause came on to be heard and it appearing to the ~~Satisfaction~~ of the Court that due and legal service of Summons has been had upon the defendants Isaac W. McCracken & Margaret McCracken, and a jury being waived and the cause submitted to the Court upon the proof and allegations by the Plaintiffs submitted. it is considered by the Court that the Plaintiffs ought to recover the sum due by reason of the premises. And the Court finds that there is due from the defendants Isaac W. McCracken to the Plaintiffs upon the promisory note in Plaintiffs petition sued upon. the sum of One Hundred and Ninety four 94/100 dollars debt and the further sum of Thirty five dollars & eighty five cents found due as interest. It is therefore considered, ordered, and adjudged that the plaintiffs do have and recover of and from the Defendant Isaac W. McCracken the sum of Two Hundred and Thirty and Seventy nine cents ($230,79) so found due as aforesaid together with his costs aforesaid in this behalf expended taxed to $- And that said judgment bear interest at the rate of 8% per annum. It is further found that the mortgage deed in Plaintiffs Petition described has become absolute, And it is ordered and adjudged that said mortgage deed be foreclosed, and that in case said defendant fails for ten days from the close of this term of the Court to pay to said Plaintiffs the said sum of Two Hundred and Thirty Dollars and Seventy nine cents so found due as aforesaid together with the costs of this action, that an order issue to the Sheriff of Union County commanding him to cause said lands and tenements in said petition described to-wit: Lot No Six Hundred and Thirty Seven (637) in O. Beard's addition to the town of Richwood County of Union State of Ohio. to be appraised advertised and sold according to law: and that the proceeds arising from such sale be brought into Court to await the determination of the priority of liens by the Court and its order of distribution and this cause is continued for sale of mortgaged premises and further service.

Afterward on the 5th day of June 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Rogers Kiefer & Engle. }
vs. }
I. W. McCracken et.als } This day this cause came on to be heard upon the motion of the Plaintiffs to set aside the appraisment heretofore made in this case, and grant a new appraisment. On consideration whereof the Court sustained said motion and it was ordered by the Court that said appraisment be and the same is hereby set aside and a new appraisment is hereby ordered.

Supplemental Record
Vol. 21 Page 468

Attest. W. M. Winget Clerk.

Petition

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Pleas before His Honor John L Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville Ohio. within and for the County of Union and State of Ohio on the 9th day of September. 1878 Heretofore to wit: on the 29th day of December 1877. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

George Armstrong }
vs. }
H. G. Smith Ind. } Court of Common Pleas. Union County. Ohio.
E. H. Smith }

Petition

The Plaintiff George Armstrong says that on the 23d day of December 1873 the defendant H. G. Smith executed and delivered to one W. G Beatty. his several promisory notes: That one of said notes of which the following is a copy, to-wit: $40 Richwood, Ohio Dec. 23rd 1873. September 13th 1876 after date I promise to pay to the order of William G. Beaty Forty Dollars at 6% interest from Sept. 13 1873 Value received. H. G Smith. was assigned to him in due course of trade as follows. "Pay John Beatty or Order without recourse. Wm G Beatty.

I assign within to George Armstrong or order with benefit of mortgage and guarantee collection by due course of law John Beatty. endorsed upon said note. Plaintiff further says that on said 23d day of Dec. 1873 said H. G Smith for the purpose of securing the payment of said several promisory notes, he executed and delivered to said Wm G Beaty a mortgage deed by which he conveyed to said Wm G Beaty his heirs and assigns forever the following described real Estate situate in said County of Union. Being N Lot No. 377. in Beatty's Addition to the town of Richwood in said County. That said Beaty caused said mortgage to be recorded in the Mortgage records of said County Book 18 Page 419 Jan. 6th 1874. That said mortgage had a condition thereunder written as follows: Provided nevertheless. That whereas the said H. G. Smith has given to said Wm G Beaty his 4 several promisory notes for $40. each for purchase money of said premises. Now if the said H. G. Smith shall well and truly pay said notes according to the tenor thereof then these presents shall be void. That the note herein described is one of said 4 notes secured by said mortgage. That he is the legal owner & holder of the same and that no part of said note has ever been paid and that there is now due and unpaid on said note the sum of $40 00 with interest thereon from September 13th 1873. Wherefore Plaintiff prays a judgment against said defendant H. G. Smith for said sum of $40 00 with interest from September 13th 1873 and for costs. and that said N Lot No. 377 be appraised, advertised and sold as upon execution. and the judgment so to be rendered paid from the proceeds thereof. and for all necessary relief the case may demand.

P. R. Kerr Atty for Plaintiff

State of Ohio. Union County ss. P. R. Kerr being sworn says: he is the attorney for the Plaintiff in this case and that said Plaintiff is now absent from said County of Union and that the statements and

allegations in the foregoing Petition are true as he verily believes.
P. R. Kerr.

Sworn to before me and subscribed in my presence this 28th day of December 1877. G. B. Hamilton J.P.

We hereby waive the issuing and service of process in the above case and enter our appearance in the same.

August 15th 1878. H. G. Smith. W. M. Smith.

Afterward on the 9th day of September 1878. the following entry was made on the Journal of said Court which reads as follows viz:

Entry. George Armstrong }
vs. }
H. G. Smith et al. } This day this cause came on to be heard upon the Petition of the Plaintiff and the defendants H. G. Smith and W. M. Smith having by waiver upon said Petition, entered their appearance herein and still failing to answer or demur to said Petition and the Court being fully advised in the premises, find there is due to the Plaintiff as he has alleged in his petition, from the defendant H. G. Smith the sum of $32.00 and that the same is a lien upon the premises described in the Petition. Wherefore it is ordered and decreed by the Court that said premises be sold as upon execution and that the proceeds of the same be brought into Court for distribution

Attest W. W. Wright, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 9th day of September 1878. Heretofore, to-wit: on the 24th day of February 1877 the following Petition was filed with the clerk of said Court which reads as follows, viz:

Petition Abner D. Elliott and }
John Elliott. }
vs. } Court of Common Pleas, Union County, Ohio.
James Carter }

The Plaintiffs say: The defendant James Carter made a verbal contract on or about September 1st 1873. with the Plaintiffs as follows: The Plaintiffs Abner D. Elliott and John Elliott were to cut underbrush on about one acre of land, haul about 1000 rails back from Mill Creek upon high ground out of the way of the water when high, clear up fence row on the premises, set a piece of fence and do some grubbing on said defendants farm situate on the waters of Mill Creek in the County of Union and State of Ohio, for which said work the defendant James Carter was to pay the Plaintiffs the sum of One Hundred Dollars. The Plaintiffs began the work at once and cut the underbrush mentioned in the contract before November 1st 1873. hauled out about 700 of the rails required to be removed, did all the grubbing required to be done by said contract, and was proceeding to do all the work required to be done by said contract, when about May 1st 1874. the defendant

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brought hands on the said premises and without any notice to these plaintiffs finished the work contracted to be done by these Plaintiffs although they were ready able and willing to go forward and complete the work.

At the time the contract was made no particular time was stated for completing the work except that the underbrushing was to be done that fall and plaintiffs did all said underbrushing before Nov.r 1873.

The Defendant refuses to pay anything for said work although demand has been made of him at several times since said work was done.

Plaintiffs therefore pray judgment against the defendant James Carter for said sum of One Hundred Dollars which they claim with interest from July 1st 1874.

Robinson & Piper attys for Plaintiffs

State of Ohio. Union County ss. Abner D. Elliott. being duly sworn according to law says the facts stated and allegations in the foregoing Petition are as he verily believes true. Abner D. Elliott.

Sworn to before me by Abner D. Elliott and by him subscribed in my presence this 29th 1877.

W. M. Knight Clerk.

Praecipe. Issue summons upon the within Petition returnable according to law. Amount claimed $100.00 with int from July 1st 1874.

Afterward on the 24th day of Febuary 1877 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify James Carter that he has been sued by Abner D. Elliott & Ux John Elliott. in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of March A.D. 1877. the petition of the said Abner D. Elliott & Ux John Elliott against him now filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 5th day of March 1877. Witness my hand and the seal of said Court. this 24th day of Febuary A.D. 1877.

Seal. W. M. Knight, Clerk.

Sheriff's Return. The State of Ohio, Union County ss. Rcvd this writ Feb. 24. 1877. And pursuant to its command served the within named James Carter by delivering to him a certified copy of this writ on the 24th day of Febuary 1877. Servic 35¢ Mileage $1.50 Copy 25¢ Return 20¢ Total $1.80.

J. J. Miller Sheriff.

Afterward on the 27th day of March 1877 the following Answer was filed with the Clerk of said Court which reads as follows viz:

Answer.

Abner D. Elliott & Ux
John Elliott.
vs.
James Carter

In Union County Court of Common Pleas.

The said defendant James Carter defendant now comes and for his answer to the Petition says: That he admits that the Plaintiffs agreed to do the work mentioned in the Petition for him and that the said agreement was verbal But the said defendant denies that said plaintiffs

performed said labor or any part thereof. The said Defendant further answering says That at the time of said verbal agreement and as an express part of the terms thereof the said Plaintiffs agreed to do all the grubbing and have all the rails and reset the fence, that fall of 1873. and all the work was to be done and fully completed before the first of April 1874 and the defendant was to have the use of the said improvement before time to commence planting in the Spring of 1874. to wit: by the first of April 1874. The said Plaintiffs neglected and refused to comply with the terms of their said contract and the time having fully expired and the said Defendant being about to loose the use and benefit of the said improvement for that year, was compelled to employ hands elsewhere to do said work. The defendant denies each and every Allegation in the Petition not herein admitted. The said Defendant says that if the said Plaintiffs had performed their said Contract it would have been of great benefit to him and by reason of the failure of said Plaintiffs to comply with their said contract he has been damaged in the sum of One Hundred and Seventy five Dollars. for which he asks judgment. and for all proper relief.

J. L. Cameron Atty for Defts

State of Ohio Union County ss. James Carter being first duly sworn deposes and say that the facts stated and allegations made in the foregoing answer are true as he verily believes. James Carter.

Sworn to before me by James Carter and by him subscribed in my presence this 24th day of March. 1877.

Afterward on the 11th day of August 1877. the following Reply was filed with the Clerk of said Court which reads as follows;

Reply.

Abner D. Elliott et al
John Elliott
vs
James Carter.

Court of Common Pleas. Union County, Ohio.

And now comes the Plaintiffs and for Reply to the answer of the Defendant say that they deny that the work mentioned in the contract in the Petition set forth was to be performed fully and completely by April 1st 1874, and further they deny that said defendant was to have the use of the said improvement by April 1st 1874. Plaintiffs further deny that the time had fully expired for the completion of said work under said Contract at the time when the defendant took hands upon said premises to complete said work. Plaintiffs deny that said defendant was damaged in the sum of One Hundred and Seventy five Dollars or any other sum by reason of the failure of these Plaintiffs to complete said work under said contract and deny the right of the defendant to recover damages in any sum whatever on account of the failure of the Plaintiffs to perform said work. Therefore the Plaintiffs pray judgment as in their petition and for all proper relief.

Robinson & Piper Attys.

Entry.

Petition.

State of Ohio Union County ss. Abner D. Elliott being duly sworn says the facts stated and allegations in the foregoing reply are true as he verily believes.

A. D. Elliott.

Sworn to before me by Abner D. Elliott and by him subscribed in my presence this 11th day of August A.D. 1877.

W. M. Knight, Clerk.

Afterward on the 9th day of September 1878 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Abner D. Elliott & Ed
John Elliott.
vs.
James Carter

Now came the Plaintiffs herein by their attorneys. Also came the following named persons as jurors, to-wit: Andrew Brown, George Long, George Holloway, D. C. Lane, G. L. Sellers, O. P. Neal & Edward Walburn regular jurors, and W. H. H. Titus, J. McElroy, Goram Bird, L. M. Fairbanks, & Wm. Smith Talis jurors. who were duly empannuled and sworn according to law. who after hearing the evidence, argument of Counsel, and charge of the Court, retired to their room in charge of the Sheriff. And now come said jury into Open Court. with their verdict in writing signed by their foreman and say; "We the jury in this case. being duly empannuled & sworn do find and say that we find for the Plaintiffs in the sum of $890 and we find for the defendant in the sum of $... and we find balance in favor of the Plaintiff $89 00"

G. L. Sellers Foreman.

Therefore it is considered that the said Abner D. Elliott & John Elliott. recover from said James Carter the said sum of Eighty Nine Dollars. aforesaid and it is further ordered that each Party pay the costs made by them respectively.

Attest. W. M. Knight, Clerk

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 9th day of September 1878. Heretofore to-wit on the 9th day of August 1878 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition.

Richwood Union Building & Saving Association.
vs.
Thomas Moore and Elizabeth Moore.

In the Court of Common Pleas of Union County, Ohio.

The Plaintiffs Say: That they are a company duly incorporated under the laws of Ohio. That on the 11th day of September A.D. 1874. the Defendant Thomas H. Moore made and delivered to the Plaintiffs his promisory note of that date, a copy of which is herto attached Marked "A", and thereby promised to pay to the plaintiffs the sum of Four Hundred Dollars when the

association should be declared duly ended. with interest on One Hundred and Ninty Eight Dollars from date thereof for value received. The Defendants T.H. Moore & E. Moore. on the 11th day of September A.D. 1874 to secure the payment of said note executed and delivered to said Plaintiffs their mortgage deed. and thereby conveyed to the Plaintiffs and their assigns the following lands and tenements situate in Richwood Township of Union and State of Ohio. to-wit: All of In Lot Number (44) One Hundred and Forty Four in the incorporated village of Richwood Union County. Ohio. For a more specific description reference is made to a record of the Plat of said Village duly recorded in the records of the County, in Marysville, Ohio. The conditions contained in said Mortgage deed are in substance that whereas the said T.H. Moore had executed and delivered to said Richwood Union Building and Saving Association of Richwood, Ohio. his promisory note dated the 11th day of September A.D. 1874. for the sum of Four Hundred Dollars upon the following conditions said T.H. Moore being a member of the Association and having at a regular meeting of the Association bid a premium of Fifty & 00 Dollars per share of stock for precedence in taking an advanced loan and having thereby obtained precedence and having received from said Association and advance loan of One Hundred and Ninty Eight Dollars the full value of Two shares of stock in said association on each of which two shares of stock he agreed to pay a weekly installment of Twenty Five cents and on One Hundred and Ninety Eight Dollars the amount of said advanced loan exclusive of premiums for precedence he agrees to pay interest at the rate of six per cent per annum in equal weekly payments of .23 each on meeting night of each week until said Association shall be dissolved as provided in the constitution thereof. The taxes on the premises. The fire insurance premium on said property, ground rents thereon and all the fines and forfeitures, according to the constitution and By Laws of said association. That if the said T.H. Moore should punctually pay to said association or its assigns the said weekly installments on said Two Shares of stock and the interest as above stated. The taxes on said property The Fire Insurance premium on said property, The ground rents thereon and all the fines and forfeitures according to the constitution and Bylaws of said association then these presents to be void. But if the said T.H. Moore should fail to pay said weekly installments of dues and interest as above stated. The taxes. Fire Insurance premium, Ground Rents or fines or forfeitures when the same respectively become due or within Ninety days after due then the amount of said loan should become due and the mortgage foreclosed. On the 23d day of October A.D. 1874 at 5 oclock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on the record and was recorded October 29th 1874 in Book 1 B.L.A. Page. 112 Plaintiffs say that the Board of directors of said Association has not decided the said Association legally ended and the same is not ended. The said deed has become absolute. The weekly installments of stated dues were paid in full up to and including June 2d. 1877 but then ceased and no payments

Second clause.

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of said stated dues have since been made upon said Two Shares of stock since said 2d day of June 1877. The weekly installments of stated dues upon each share is Twenty five cents On said two shares the said stated dues aforesaid would be fifty cents per week from June 2d 1877 to July 27 1878 which would make 60 payments of stated dues and on the 27th day of July 1878 and which remains unpaid. The lowest fines assessed upon failure to pay said stated dues at the time of the failure to pay said stated dues herein mentioned began was 5 cents per share under the Constitution and By Laws of said Association and on two shares 10 cents per week for default in payment of stated dues and on said Two shares which for sixty weeks would make Six Dollars due and remaining unpaid upon said sixty installments of weekly dues upon two shares of stock as fines for non payment of said weekly dues.

There has been no interest paid at any time upon said One Hundred & Ninety Eight dollars in said note and mortgage mentioned either by J. H. Moore or any person for him since June 2. 1877. There is due and remaining unpaid upon said indebtedness the sum of Thirty dollars of stated weekly dues and Fifty cents per week for sixty weeks and the said sum of 10 cents per week as fines on said Two shares of stock for Sixty weeks making six dollars now due of fines upon said Two shares of stock making the aggregate sum of Thirty six Dollars of stated dues and fines unpaid with interest on said sum of One Hundred & Ninety Eight dollars from the 2d day of June 1877. which remains unpaid and which makes a weekly installment of (23) Twenty three cents per week for which sum Plaintiffs ask judgment.

Second Cause. Plaintiffs say for their second cause of action: That on the 5th day of April 1877. the Defendant J. H. Moore made and delivered to the Plaintiffs. his promisory note of that date a copy of which is hereto attached marked "B" and thereby promised to pay to the Plaintiffs the sum of Eight Hundred Dollars when the Association should be declared duly ended, with interest on Five Hundred and Four Dolars from the date thereof for value received. The Defendants J. H. Moore and E. Moore on the 5th day of April 1877. to secure the payment of said note executed and delivered to Plaintiffs their mortgage deed and thereby conveyed to Plaintiffs and their assigns the following lands and tenements situate in Richwood Union County Ohio. to-wit: All of In Lot No. One Hundred and Forty three (143) and One Hundred and Forty Four (144) in the town of Richwood Union County Ohio. for a more specific description reference is hereby made to Record of Plat of said Village duly recorded in Recods of the County. at Marysville Union County Ohio. The conditions contained in said mortgage deed are in substance, That whereas the said J. H. Moore had executed and delivered to the Richwood Union Building & Saving Association of Richwood Ohio. his promisory note dated April 5th 1877 for the sum

Eight Hundred Dollars upon the following conditions. Said
T.H. Moore being a member of the Association and having at a
regular meeting of the Association bid a premium of Thirty seven
Dollars per share of stock for precedence in taking an advanced
loan of Five Hundred & Four Dollars the full value of Four shares
of stock in said Association on each of which Four Shares he agreed
to pay a weekly installment of Twenty Five cents and on Five Hundred
& Four Dollars the amount of said advanced loan exclusive of
premium for precedence he agrees to pay interest at the rate of six
per cent per annum in equal weekly payments of 50 cents each.
on meeting night of each week until said Association shall be
dissolved as provided in the Constitution thereof. The Taxes on the
premises, The Fire Insurance premium on said property, Ground
rents thereon and all the fines and forfeitures according to
the Constitution and By Laws of said Association. That if the
said T.H. Moore should punctually pay to the said Association
or its assigns the said weekly installments on said Four Shares
of stock and the interest as above stated. The taxes on said prop.
erty, The Fire Insurance premiums on said property the Ground
rents thereon and all the fines and forfeitures according to the
Constitution and By Laws of said Association then these
presents to be void. But if the said T.H. Moore should fail
to pay the said weekly installments of dues and interest as above
stated. The taxes, Fire Insurance Premiums, Ground Rents, or
fines & forfeitures when they come respectively due or within Ninety
days after due then the amount of said loan shall become
due and the mortgage foreclosed. On the 23d day of May
1878. at 4½ oclock P.M. the said mortgage was delivered to the
Recorder of said County to be by him entered on the record
and was recorded May 30th 1878. in Book 2. Page 424.

Plaintiffs say that the Board of Directors of said Association has
not decided the said Association legally ended and the same
is not ended. The said mortgage deed has become absolute.

The weekly installments of stated dues were paid in full up to and
including September 23d 1877. but then ceased and no payments of
said stated dues have since been made upon said Four shares of stock
since September 23d 1877. The weekly installments of Stated dues upon
each share is Twenty five cents on said Four shares. the stated dues afore-
said would be One Dollar per week from September 23 1877 to July 27th
1878 which would make 44 payments of said stated dues due on
the said 27th day of July A.D. 1878. and which remains unpaid.

The lowest fines assessed upon failure to pay said stated dues at
the time of the failure to pay said stated dues herein mentioned
began was 5 cents per share under the Constitution and By laws
of said Association and on Four Shares 20 cents per week for default
in payment of stated dues on said Four Shares which for 44 weeks
would make Eight 80/100 dollars due and remaining unpaid upon
said 44 installments of weekly dues upon four shares of stock as
fines for non payment of said weekly dues. There has been

Third Cause.

no interest paid at any time upon said Five Hundred & Four Dollars in said note and mortgage mentioned either by J. H. Moore or any person for him since September 23d 1877. There is due and remaining unpaid upon said indebtedness the sum of Forty Four Dollars of stated weekly dues and One dollar per week for 44 weeks, and the said sum of 20 cents per week as fines on said Four Shares of stock for 44 weeks making Eight 80/100 Dollars now due of fines and forfeitures upon said four shares of stock and making the aggregate sum of Fifty Two 80/100 Dollars of stated dues and fines unpaid. with interest on the said sum of Five Hundred and Four Dollars from the 23d day of September 1877. which remains unpaid and which makes a weekly instalment of interest of (59) Fifty Nine cents per week. which sum Plaintiffs ask judgment.

Third cause. The Plaintiffs say for their third cause of action That on the 9th day of September A.D. 1876. the Defendant J. H. Moore made and delivered to the plaintiff his promisory note of that date, a copy of which is here attached marked "C" and thereby promised to pay the Plaintiffs the sum of Two Hundred Dollars when the association should be declared duly ended, with interest on One Hundred & Twenty Three Dollars from the date thereof for value received. The Defendants J. H. Moore and E. Moore on the 9th day of September 1876 to secure the payment of said note executed and delivered to plaintiffs their mortgage deed and thereby conveyed to the plaintiffs and their assigns the same described premises as are described in Plaintiffs First cause of Action. The conditions contained in said mortgage deed are in substance; That whereas the said J. H. Moore had executed and delivered to the said Richwood Union Building and Saving Association of Richwood Ohio his promisory note dated the 9th day of September 1876 for the sum of Two Hundred Dollars upon the following conditions, said J. H. Moore being a member of the Association and having at a regular meeting of the Association bid a premium of Thirty Eight 50/100 Dollars per share of stock as precedence entitling an advanced loan and having thereby obtained precedence, and having received from said association an advanced loan of One Hundred and Twenty Three Dollars the full value of One share of stock in said association on which share of stock he agreed to pay a weekly installment of Twenty five cents, and on One Hundred and Twenty Three Dollars the amount of said advanced loan exclusive of premium for precedence he agrees to pay interest at the rate of six per cent per annum in equal weekly payments of $.10,14 on meeting night of each week until said Association shall be dissolved as provided in the constitution thereof. The Taxes on the Premises, The Fire Insurance Premiums on said property, Ground rents thereon and all the fines and forfeitures according to the constitution and By Laws of said Association.

That if said J. H. Moore should punctually pay to the said association or its assigns the said weekly instalments on said shares of stock and the interest as above stated taxes on said property. The Fire Insurance Premium of said property. The Ground Rents thereon and all the fines and

forfeitures according to the constitution & By Laws of said Association, then these premises to be void. But if said J.H. Moore should fail to pay the said weekly installments of dues and interest as above stated, The taxes. Fire Insurance Premiums ground rents or fines and forfeitures when the same respectively become due or within Ninety days after due then the amount of said loan should become due and the mortgage foreclosed. On the 8th day of December 1876 at 3 o'clock P.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on the Records and was recorded January 17th 1877 in Book No. 2 B.L.A. Plaintiffs say that the board of Directors of said Association has not decided the said Association legally ended and the same has not ended. The said due has become absolute. The weekly installments of stated dues were paid in full up to and including April 7th 1877. but then ceased, and no payment of said stated dues has since been made upon said share of stock since April 7th 1877. The weekly installments of stated dues upon said share is Twenty Five cents per week from April 7th 1877 to July 7th 1878. which would make 68 payments of stated dues due upon the said 7th day of July 1877 and which remains unpaid. The lowest fines assessed upon failure to pay said stated dues at the time of the ~~pay~~ ~~made~~ to pay said stated dues herein mentioned by-laws was 5 cents per share under the constitution and By Laws of said Association for default in payment of stated dues on said share which for sixty eight weeks would make Three $^{40}/_{100}$ Dollars due and remaining unpaid upon said sixty eight installments of weekly dues upon said share of stock as fines for non payment of said weekly dues. There has been no interest paid at any time upon said One Hundred and Twenty Three Dollars in said note and mortgage mentioned either by J.H. Moore or any person for him since April 7th 1877. There is due and remaining unpaid upon said indebtedness the sum of Seventeen Dollars of stated weekly dues and twenty five cents per week for Sixty Eight weeks and the said sum of 5 cents per week as fines on said share of stock for 68 weeks making Three $^{40}/_{100}$ Dollars now due of fines on said share of stock making the aggregate sum of Twenty $^{40}/_{100}$ Dollars of stated dues and fines with interest on said sum of One Hundred and Twenty Three dollars from the 7th day of April 1877 which remains unpaid and which makes a weekly installment of interest of (14) fourteen cents per week.

The Plaintiff therefore prays that a just and true account of the sums due upon said notes and mortgages may be taken and the said defendants ordered to pay the same in a short day to be named, and upon failure to pay them that the said mortgage may be foreclosed and the said premises ordered to be sold and the proceeds applied to the payment of the sums found due and for all proper relief.

Cameron & Benton Attys for Plaintiffs

State of Ohio, Union County ss. J.B. Benton being first duly sworn before me, deposes and says that he is one of the attorneys of the said Plaintiffs. duly authorized in the premises that the said

Praecipe

Summons.

Ecrd.

Sheriff's Return.

Entry.

Plaintiffs are a corporation duly incorporated under the laws of Ohio. and that the facts stated and allegations made are true, as he verily believes.

J. B. Benton

Sworn to before me, by J. B. Benton and by him subscribed in my presence this 7th day of August A.D. 1878.

W. M. Wright, Clerk.

Praecipe. To the Clerk. Issue summons upon the petition in the above case returnable according to law endorse foreclosure of Mortgage.

Afterward on the 7th day of August A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows, viz;

Summons. The State of Ohio. Union County ss. To the Sheriff of the County of Union, Greeting:

We command you to notify Thomas H. Moore and Elizabeth Moore that they have been sued by the Richwood Union Building & Saving Association in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of September A.D. 1878 the petition of the said Building & Saving Association against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 2d day of August A.D. 1878

Witness my hand and the seal of said Court, this 7th day of August A.D. 1878.

Seal. W. M. Wright, Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received this writ August 9th A.D. 1878 at one o'clock P.M. and pursuant to its command served the same August 9th 1878 by delivering to the within named Elizabeth Moore a certified copy of this writ with the endorsements thereon and at the same time (August 9th 1878) leaving a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named Thomas H. Moore. Service 55c Mileage $1.60 Cop 10 Return 15c Total $2.70.

J. Miller Sheriff.

Afterward on the 17th day of September 1878 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Richwood Union Building and Saving Association
vs.
Thomas H. Moore and Elizabeth Moore.

Now come the Plaintiffs herein by their attorneys, Cameron & Benton, and the Defendants being in default for Answer or demurrer the Court find that the Defendants have failed to pay to the Plaintiffs the weekly installments of dues and the interest as in the petition set forth is and that there is due to said Plaintiffs as dues to the 1st day of this term (Sept. 9th 1878) the sum of $33.00 and as interest the sum of $15.18.

The Court further find that there is due to said Plaintiffs from said defendants as and by way of fines for the non payment of said dues as in the petition alleged the sum of $6.60 making in all for dues, interest and fines the sum of $54.78

The Court further finds that in order to secure the regular pay-

ment of said dues and other installments as well as those hereafter to become due the said Thomas H. Moore and Elizabeth Moore his wife executed and delivered to this plaintiffs their certain mortgage in the petition described and on the premises therein described; That said mortgage was on the 23d day of October 1874 duly recorded in Book 1 B.L.A. Page 12. of the Records of Mortgages of Union County and that the same is the first lien on the premises described in the petition. The Court further find that the defendants have failed to pay to its plaintiff the weekly installments of dues. and the interest as in the Plaintiffs second cause of action set forth in plaintiffs petition and that there is due to said plaintiffs as dues to the first day of this term (September 9th 1878) the sum of $50.00 and as interest the sum of $29.30. The Court further find that Petition there is due to said Plaintiffs from said defendants as and by way of fines for non payment of said dues as in the petition alleged the sum of $10.00 making in all for dues, interest and fines the sum of $89.30. The Court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due the said Thomas H. Moore and Elizabeth Moore his wife, executed and delivered to this Plaintiff their certain mortgage in the petition described and on the premises therein described that said mortgage was on the 22d day of May 1877 duly recorded in Book 2 B.L.A. Page 424 of the Records of Mortgages of Union County and that the same is the best lien on the premises described in the Petition. The Court further find that the defendants have failed to pay to the plaintiff the weekly installments of dues and the interest as in the plaintiffs third cause of action set forth in Plaintiffs petition. and that there is due to said Plaintiffs as dues to the first day of this term (September 9th 1878) the sum of $18.50 and as interest the sum of $1.30.

The Court further find that there is due to said Plaintiffs from said Defendant as and by way of fines for non payment of said dues as in the petition alliged the sum of $3.20 making in all for dues interest and fines the sum of $33.56

And making a total amount of indebtedness of $176.84.

The Court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due the said Thomas H. Moore and Elizabeth Moore his wife executed and delivered to the plaintiffs their certain mortgage in the petition described and on the premises thereon described that said mortgage was on the 17th day of January 1877 duly recorded in Book 2. B.L.A. Page 411. of the Record of Mortgages in Union County and that the same is the 2d best lien on said premises described in the Petition. It is therefore considered by the Court that unless the said defendants shall within 10 days from the entry hereof pay or cause to be paid to the said Plaintiff the sum of $176.84 so found due, and to the Clerk of this Court the costs taxed to $ — the defendants equity of redemption be foreclosed and said premises shall be sold and an order

of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Attest W. M. Wright, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 9th day of September 1878. Heretofore, to-wit: on the 27th day of July 1878 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Richwood Union Building and Saving Association

vs.

A. H. McFarland and V. D. McFarland.

Petition

In the Court of Common Pleas Union County, Ohio

The Plaintiffs Say: That they are a company duly incorporated under the laws of the State of Ohio. That on the Sixth day of March A.D. 1874 the Defendant A. H. McFarland made and delivered to the Plaintiffs his promisory note of that date a copy of which is herito attached Marked "A" and thereby promised to pay to Plaintiffs the sum of Four Hundred Dollars when the Association should be declared duly ended with interest on One Hundred & Forty Eight Dollars from date thereof, for value received. The Defendants A. H. McFarland and V. D. McFarland on the 6th day of March A.D. 1878 to secure the payment of said note exented and delivered to Plaintiffs their mortgage deed and thereby conveyed to Plaintiffs and their assigns the following lands and tenements, Situate in Claibourne Township in the County of Union and in the State of Ohio, to-wit: All of In Lot No. 574 in M. W. Hills Addition to the Town of Richwood Union County Ohio. For a more specific description reference is hereby made to the Record of the Plat of said Addition duly Recorded in the Records of the Recorders Office in Union County Ohio. The conditions contained in said mortgage deed are in substance; That whereas the said A. H. McFarland had Executed and delivered to the said Richwood Union Building & Saving Association of Richwood Ohio. his promisory note date the 6th day of March A.D. 1874 for the sum of Four Hundred Dollars upon the following conditions; said A. H. McFarland being a member of the Association and having at a regular meeting of the association bid a premium of Sixty three Dollars per share of Stock for precedence in taking an advance loan and having thereby obtained precedence and having received from said association an advanced loan of One Hundred & Forty Eight Dollars. The full value of Two Shares of stock in said Association on each of which Two Shares of Stock he agreed to pay a weekly installment of Twenty five cents. And on One Hundred & Forty Eight Dollars the amount of said advance loan exclusive of premiums for Precedence he agrees to pay interest at the rate of six percent per annum in equal weekly payments of $0.17 each on meeting night of each week until said Association shall be disolved as provided in the constitution thereof the taxes on the premises, The Fire Insurance Premiums on said property, Ground rents thereon and all fines and forfeitures according to the Constitution and By laws of said Association. That if the said A. H. McFarland

shall punctually pay to said Association or its Assigns the said weekly installments on said two shares of stock and the interest as above stated, the taxes on said property, the Fire Insurance Premium on said property, the Ground rents thereon and all the fines and forfeitures according to the constitution and By Laws of said Association then these presents to be void. But if the said A.K. McFarland should fail to pay said weekly installments of dues and interest as above stated, the taxes Fire Insurance Premiums, Ground Rents or fines and forfeitures when the same respectively become due or within ninety days after due then the amount of said loan should become due and the mortgage foreclosed. On the 23d day of April A.D. 1874 at 11 o'clock A.M. the said mortgage was delivered to the Recorder of said County to be by him entered on the Record and was recorded May 22d 1874. in Book 1 Page 57. Plaintiffs say that the Board of Directors of said Association has not decided the said association illegally indebted, the said debt has become absolute. The weekly installments of stated dues were paid in full up to and including December 1st 1877. but then ceased and no payments of said stated dues have since been made upon said two shares of stock since said 1st day of December 1877. The weekly installments of stated dues upon each share is Twenty five cents on said Two Shares the stated dues aforesaid would be Fifty cents per week from December 1st 1877 to July 27th 1878. which would make 34 payments of said stated dues due on the said 27th day of July 1878. and which remains unpaid. The lowest fines assessed on failure to pay said stated dues at the time the failure to pay said stated dues herein mentioned began were 5 cents per share under the Constitution and By laws of said association and on two shares 10 cents per week for default in payment of stated dues on said two shares for thirty four weeks would make Three $\frac{40}{100}$ Dollars due and remaining unpaid upon said 34 installments of weekly dues upon two shares of stock as fines for non payment of said weekly dues. There has been no interest paid at any time upon said One Hundred & 48 Dollars in said note and mortgage mentioned either by A.K. McFarland or any person for him since December 1st 1877. There is due and remaining unpaid upon said indebtedness the sum of Seventeen Dollars of stated weekly dues and Fifty cents per week for 34 weeks and the said sum of 10 cents per week as fines on said two shares of stock for thirty four weeks making Three $\frac{40}{100}$ Dollars now due of fines upon said Two shares of stock and making the aggregate sum of Twenty Six & $\frac{15}{100}$ Dollars of stated dues and fines unpaid with the interest on said sum of One Hundred & Forty Eight Dollars from the 1st day of December 1877. which remains unpaid and which makes a weekly installment of interest of (17) Seventeen cents per week. The Plaintiff therefore asks that the mortgage may be foreclosed the premises ordered to be sold and the proceeds applied to the payment of said debt, and execution awarded for the balance.

Cameron & Burton Attys.

State of Ohio. Union County ss. I, J.B. Burton being first duly

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sworn depose and say that I am one of the Attorneys of the said Plaintiffs duly authorized in the premises, that the said Plaintiff is a corporation duly incorporated under the laws of Ohio, and that the facts stated and allegations made in the foregoing Petition are true as I verily believe. J. B. Benton

Sworn to before me by J. B. Benton and by him subscribed in my presence this 26th day of July. A.D. 1878.

W. W. Kruger Clerk.

Petition — To the Clerk: Issue Summons upon the Petition in the above case returnable according to law. Amount claimed $26 18/100 and foreclosure of Mortgage.

Afterward on the 27th day of July 1878 the following Summons was issued by the Clerk of said Court, which reads as follows:

Summons — The State of Ohio, Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify A. K. McFarland and V. D. McFarland, that they have been sued by The Richwood Union Building and Saving Association in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of August A.D. 1878. the petition of the said Building & Saving Association against them filed in the Clerk's Office of said Court, such Petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 5th day of August A.D. 1878.

Witness my hand and the seal of said Court this 27th day of July. A.D. 1878.

W. W. Kruger Clerk.

Seal.

Sheriff's Return. — The State of Ohio. Union County ss. Received this writ July 27th 1878. at 3 o'clock P. M. and pursuant to its command served the same July 31st 1878. by delivering to each of the within named defendants A. K. McFarland and V. D. McFarland a certified copy of this writ with the endorsements thereon. Service 35¢ Mileage $1.60 Cop. 40¢ Return 15¢ Total $2.70

J. J. Miller Sheriff.

Afterward on the 17th day of September 1878 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. — Richwood U. B. & S. A. vs A. K. McFarland et al } This day came the Plaintiff herein the defendants being in default for answer and demurer and the Court being fully advised in the premises do find that the Defendants have failed to pay the Plaintiff the weekly installments of dues, and the interest as in the Petition set forth and that there is due to said Plaintiff as dues to the date of this decree the sum of $20.00 and as interest the sum of $6.80. The Court further find that there is due to said Plaintiff from said defendants as and by way of fines for the non payment of said dues as in the petition alleged the sum of $4.00 making in all for dues, interest and fines the sum of $30.00. The Court further find that in order to secure the regular payment of said dues and other installments

as well as those hereafter to become due. the said A.H. McFarland and V.D. McFarland his wife executed and delivered to this Plaintiff their certain mortgage in the petition described and on the Premises therein described, that said mortgage was on the 22d of May. 1874 duly recorded in Book No 1 B.L.A. Page 54 of the Records of Mortgages of Union County and that the same is the first lein on the premises described in the Petition.

It is therefore considered by the Court that unless the said Defendants shall within 10 days from the entry hereof pay or cause to be paid to the said Plaintiff the sum of $330 80/100 so found due, and to the Clerk of this Court the costs taxed herein at $. Then the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Attest W.M. Knight & Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio. on the 9th day of September 1878. Heretofore, to-wit: on the 17th day of August 1878 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Morgan Savage
vs
Samuel Sailor
Elizabeth Sailor
Mary M. Pyers and
Stephen Pyers.

Court of Common Pleas Union County, Ohio.

The Plaintiff says: That on the 6th day of April A.D. 1877. the Defendant Samuel Sailor made and delivered to the Defendant Mary M. Pyers. his three promisory notes of that date and thereby promised to pay to said Mary M. Pyers or bearer $316 2/3 on the 1st day of April A.D. 1878. $316 2/3 on the 1st day of April 1879. & $316 2/3 on the 1st day of April 1880 each of said notes to bear interest from and after April 1st 1877 for value received. (Copies of said notes are hereto attached marked "A". "B" & "C" respectively) 2d. The defendant Samuel Sailor and Elizabeth Sailor on said 6th day of April A.D. 1877 to secure the payment of said notes executed and delivered to said Mary M. Pyers their mortgage deed and thereby conveyed to the said Mary M. Pyers her heirs and assigns the following lands and tenements Situate in the County of Union in the State of Ohio and in the Township of Paris and in Virginia Military Survey No. 5726. and bounded and described as follows, to-wit Beginning at a stake at the intersection of the Blue Road with the center of the Bellefountain Road; Thence with the center of said Bellefountain Road S. 72 3/4° E. 81 72/100 poles to a stake southwest corner to a lot containing 23 87/100 Acres conveyed by Wm Felton to John E. Felton and now owned by Martin Aussine. Thence with his line N. 8 1/2° W. 124 1/2 Poles to a stake in the corner of the fifteen acres

Praecipe

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formerly owned by Strater Sandridge; Thence with his line S. 80 3/4° W. 69 56/100 Poles to another of his corners in the center of said Blue Road Thence with the center of said Blue Road S. 6 1/2° E. 88 poles to the place of beginning containing Forty Seven acres more or less excepting therefrom Twenty acres heretofore conveyed to John H. Barnes.

The condition contained in said mortgage deed was in substance that if the said Samuel Sailor, or any one for him, should well and truly pay the aforesaid promisory notes with the interest thereon when due, according to the tenor thereof then these presents to be void otherwise to be and remain in full force and virtue in law.

3° On the 7th day of April A.D. 1877 at 3 1/2 o'clock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on Record and was Recorded on the 24th day of April A.D. 1877 in the Record of Mortgages of said County, Book 13 Page 236.

4th On the 7th day of April A.D. 1877 for a full, fair and valuable consideration, to-wit: to secure the payment to plaintiff of a certain promisory note executed and delivered to plaintiff by said Stephen Pyers and Mary M. Pyers on the 6th day of January 1877 and calling for $663 00 due and payable in one year after date thereof at 8% interest payable semi annually, in advance, which said note is now owned and held by Plaintiff unpaid and unsatisfied although due. said three promisory notes heretofore described herein were assigned and delivered to plaintiff with full power, upon the maturity of said notes to collect, sell assign or otherwise dispose of the same and of the proceeds to satisfy said note and plaintiff is still, for that purpose, the legal owner and holder of said notes. 5th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Two Hundred & Sixty three & 63/100 Dollars with interest from the 3d day of June A.D. 1878. 6th The plaintiff therefore asks judgment for the sum of Two Hundred & Sixty three & 63/100 Dollars with interest from the 3d day of June A.D. 1878. and that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said debt and for such other and further relief as the case demands.

O. J. Carpenter Atty for Pltff

The State of Ohio, Union County ss. Morgan Savage the above named Plaintiff being sworn says the facts stated and allegations contained in the foregoing petition are true as he verily believes.

Morgan Savage.

Sworn to by Morgan Savage before me and by him signed in my presence this 17th day of August A.D. 1878.

W. M. Wright, Clerk.

Praecipe To Clerk: Issue Summons upon petition in the above entitled case returnable according to law. Endorse. Amt. claimed $263 63/100 with interest from June 3d 1878 & foreclosure of mortgage.

We hereby waive the issuing and service of summons in the within case and enter our appearance herein

Aug. 17th 1878.

Samuel Sailor. Elizabeth Sailor.
Mary M. Pyers. Stephen Pyers.

Afterward on the 9th day of October 1878. the following Entry was made on the Journal of said Court which reads as follows;

Entry.

Morgan Savage
vs.
Samuel Sailor
Elizabeth Sailor
Mary M. Pyers Jr'd
Stephen Pyers

And now comes the said Morgan Savage by A.T. Carpenter his Attorney and the said defendants still failing to answer or demurer to said Petition it is considered that the Plaintiff is entitled to an account of the money due him in the premises and the Court after hearing the evidence do find that there is due to the said Plaintiff on the notes and mortgage in said petition discribed the sum of $213.15 with interest thereon from the first day of this term of the Court. It is therfor considered by the Court herein that the said Plaintiff recover of the said defendants the said sum of $213.15 with interest thereon from Sept 9th 1878 the sum so aforesaid found due and also his costs taxed to $ — And it is further ordered and adjudged that in case the said defendants fail for three days from the close of this term of the Court to pay to the said Plaintiff the said sum of $213.15 with the interest thereon, so as aforesaid found due, with costs of suit an order issue to the Sheriff of said County commanding him to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law and apply the procuds of said sale in satisfaction of the said sum so found due with costs of suit and that he bring the residue of the procuds of said sale into Court subject to the further order of the Court in the premises.

Attest W.W. Wright, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio on the 5th day of January 1880. Heretofore on the 8th day of January 1880 the following Petition was filed with the Clerk of said Court which reads as follows, viz.

Petition

J.W. Hamilton
vs.
Washington Davis.
Sarah E. Davis
" & Elias Robertson

Court of Common Pleas Union County, Ohio.

The Plaintiff J.W. Hamilton says that on the 16th day of March 1876. the Defendant Washington Davis executed and delivered his certain promisory note of which the following is a true copy.

$300.00 On or before the 1st day of April A.D. 1879. I promise to pay Thomas Moffit or Bearer Three Hundred Dollars with interest from date for value received this 16th day of March 1876

Washington Davis.

The Plaintiff says he is now the Bona fide owner of said note and entitled to the proceeds thereof. Plaintiff further says that

said Washington Davis to secure the Payment of said note and others made & executed to said Thomas McFitt his mortgage deed for the following described real estate, situate in Union County Ohio, Bounded and described as follows; to-wit: Part of U.M. Survey No. 3239. Beginning at a stake S.W. corner of Amon Davis' land, and in the original East line of Survey No. 2984. Thence with said line S. 8 1/2° W. 10 65/100 Poles to a stone and pieces of broken crocks; Thence S. 82° E. 66 3/10 Poles to a stone and pieces of broken crocks in the center of the road; Thence with the center of said road N. 7° 30' E. 10 2/10 Poles to a stone and pieces of broken crocks in the south line of Amon Davis' land; N. 82° 30' W. 65 2/3 Poles to the beginning containing 4 acres & 6/10 Poles. Also another piece, Part of Survey No. 2984. Bounded and described as follows, viz: Beginning at a stone in the east line of said Survey No. 2984 and N. 9 1/4° E. 116 6/10 Poles from the S.E. Corner of said Survey, Being the N.E. Corner to Findley D. Davis' land. Thence with the North line of Findley & Davis' N. 83° W. 99 6/10 Poles to a stone S.W. Corner to said Davis land in the East line of Lot No. 2 of the subdivision of said Survey No. 2984. Thence with said line and the east line of lot No. 6 N. 8 1/4° E. 104 Poles to a stone S. W. Corner to Amon Davis' Land. Thence with the South line of his land S. 77° E. 99 6/10 Poles to a stone corner to said Amon Davis' land and in the last line of said survey No. 2984. Thence with said line S. 9 1/4° W. 71 4/10 Poles to a stone to the beginning containing 62 1/2 Acres more or less.

Said mortgage was duly Recorded Book 12. Page 470 July 28° 1876. said note with interest on said mortgage was duly transfered to Plaintiff in the usual course of trade before date, Plaintiff says the defendant Elias Robertson has an interest in said lands which plaintiff asks asks that he may be required to set up. Plaintiff says that no payments have been made on said note and there is now due and unpaid thereon the sum of $300 00 with interest from the 16th day of March 1876. for which amount with interest plaintiff prays judgment against said Defendants Washington Davis. And that said mortgage may be foreclosed and that an order of sale be issued from this Court to Sheriff to cause said lands in said mortgage described. And that said Judgment so to be rendered by paid out of the proceeds of the sale of said land.

P.R. Kerr atty for Pl'ff.

State of Ohio, Union County ss. P.R. Kerr being sworn says he is the Attorney for the Plaintiff and that said Plaintiff is a non resident of said County and is now absent therefrom and that the statements and allegations in the foregoing Petition are true as he believes.

P.R. Kerr

Sworn to before me and subscribed in my presence this 8 Day of Jan 1880.

W.M. Winget, Clerk.

Jan. 19th 1880. Received of Washington Davis the interest on the within named note, to wit: $70 00 and agree to wait until Sept 15th 1880 for balance.

P.R. Kerr Atty for Pl'ff.

Praecipe

The Clerk will issue summons for Washington Davis and Sarah A. Davis and Elias Robertson to Sheriff of Union County Endorsed, Ad damnid $ 300 00 with interest from March 6th 1878 and foreclosure of mortgage.

Afterward on the 8th day of January A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio. } To the Sheriff of the County of Union, Greeting:
Union County ss. } We command you to notify Washington Davis Sarah E. Davis and Elias Robertson, that they have been sued by J. W. Hamilton in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of February A.D. 1880 the petition of the said J. W. Hamilton against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 19th day of January A.D. 1880.

Witness my hand and the seal of said Court this 8th day of January A.D. 1880.

(Seal)

W. M. Wright, Clerk.

Sheriff's Return

The State of Ohio Union County ss. Received this writ Jan. 10th 1880 and pursuant to its command served the same Jan 13. 1880 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named Elias Robertson also on the 19th day of January 1880 by delivering a certified copy thereof with the endorsements thereon to each of the within named Washington Davis and Sarah E. Davis. Servg 75c Milage $ 3 00 Cop 75c Total $ 4 50.

J. J. Miller Sheriff By Dyer Reed Deputy

Afterward on the 14 day of February 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

J. W. Hamilton
vs.
Washington Davis et al.

This day this cause came on to be heard upon the Petition of the Plaintiff and the Defendants still failing to answer or demur to the same but made default. And the Court being fully advised in the premises find there is due from the Defendant Washington Davis to the Plaintiff the sum of $ 300 00/100. It is therefore ordered and adjudged by the Court that the Plaintiff recover of the Defendant Washington Davis said sum of $ 300 00/100 with interest from this date. And the Court further ordered and decree that if said judgment, interest and costs of this suit be unpaid by the said Defendant within 5 days then that an order issue from this Court to Sheriff of Union County to sell as upon execution the lands and tenements described in said Petition and bring the Proceeds thereof into Court for further order.

Attest. W. M. Wright, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 5th day of Jan. 1880.

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Petition

Heretofore to wit: on the 28th day of Nov. 1879 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Aaron B. Robinson
vs.
John Warner and
A. Mary Warner

Court of Common Pleas Union County, Ohio.

The said Plaintiff Aaron B. Robinson says there is due him from said Defendants John Warner & A. Mary Warner on a written promissory note of said Defendants (a copy of which is hereto attached) the sum of One Hundred and Fifty Dollars with interest thereon at eight per cent from April 1st 1877. 2d Cause of Action: The said Plaintiff for his second cause of action against said Defendants further says that on the 1st day of April 1879 the said Defendants John Warner & A. Mary Warner executed and delivered to A.S. Mowry their mortgage Deed, and thereby conveyed to said Mowry & his assigns the following described Real Estate - to-wit: Part of Survey No 3351 bounded and described as follows, Being two acres off of the South end of the following described premises. Beginning at a large Red Oak near the bank of Mill Creek corner to H. McFaddens land; thence with his line S. 72 E. 17 44/100 poles to a stone; thence S. 3. E. 17 32/100 poles to a stone in the center of the Walda Road; thence with the center of said Road S. 1. W 30 poles to a stone, corner to a lot owned by Kruger & Vosburg. thence with the north line of said Lot N. 88½ W 30 20/100 poles to a stone corner to said lot in the division line between D. H. Henderson & Richard Westlake as run by A.S. Mowry Jan'y 1876; thence with said line N. 3¾ W. 25 48/100 poles. (passing 11 links west of two Sycamores on the Bank of Mill Creek) to the center of the creek; thence down said Creek with the meanders thereof as follows, N. 79½ E. 4 40/100 poles, N. 5½ West 25½ poles, N. 56¾ E. 6 32/100 poles, N. 79½ E. 12 poles, thence, leaving the creek S. 40. W 6 44/100 poles to the beginning containing Nine & ¾ Acres. The said conveyance was made to secure the payment of the following sums of money at the times following. to wit: One Hundred & Fifty Dollars April 1st 1879. One Hundred & Fifty Dollars April 1st 1880. and One Hundred & Fifty Dollars April 1st 1881 & all with interest at 8% & for which sums of money Defendants gave their three promisory notes dated April 1st 1877 payable to said Mowry. The said Mowry for a valuable consideration sold and assigned said notes and mortgage to said Plaintiff who is now the owner thereof. That no part of said several sums of money has been paid although the time when the first payment became due has long since elapsed, and that there is now due Plaintiff from said Defendants on the first note above described the sum of One Hundred & Fifty Dollars, with interest at 8% from April 1st 1877. and that there will be due April 1st 1880 a like sum of One Hundred & Fifty Dollars & also a like sum of One Hundred & Fifty Dollars April 1st 1881 with interest on all at 8% & that the conditions of said mortgage conveyance have been broken & the same has become absolute in law. said mortgage was left for record with the Recorder of Union

County. Ohio. April 5th 1877. & Recorded April 20th 1877.
Therefore Plaintiff asks judgment against said Defendants for the sum of One Hundred & Fifty Dollars & interest at 8% from April 1st 1877. and also for a decree of Foreclosure of the mortgage aforesaid and an order of sale of said premises according to law & the proceeds of said sale be applied in payment of Plaintiffs claim & for such other & further relief as is right and proper.

A.B. Robinson Plaintiff

The State of Ohio. Union County ss. A.B. Robinson being first duly sworn says the statements of the foregoing petition are true as he believes.

A.B. Robinson.

Sworn to before me by A.B. Robinson and by him subscribed in my presence this 26th day of November 1879.

W.M. Winget, Clerk.

Copy of Note.

$150.00 Marysville. April 1st 1877.

Two years after date we promise to pay to the order of Andrew S. Mowry. One Hundred & Fifty Dollars at Marysville with interest at 8% value Received.

A. Mary Warner & John Warner.

Praecipe.

To Clerk: Issue Summons for the above Defendants & endorse "Petition for Foreclosure of Mortgage & Amount claimed. $150.00 with interest from April 1st 1877. at 8%.

Afterward on the 28th day of Nov. A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons.

The State of Ohio. Union County ss. To the Sheriff of the County of Union. Greeting. We command you to notify John Warner & A. Mary Warner that they have been sued by Aaron B. Robinson in the Court of Common Pleas of Union County and that unless they answer by the 27th day of December A.D. 1879. the petition of the said Aaron B. Robinson against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 8th day of December A.D. 1879. Witness my hand and the seal of said Court this 28th day of November A.D. 1879.

Seal.

W.M. Winget, Clerk.

Sheriffs Return.

The State of Ohio. Union County ss. Received this writ Nov. 28th A.D. 1879. at 4 o'clock P.M. and pursuant to its command served the same on the 6th day of December 1879. by delivering a certified copy thereof with the endorsements thereon to the within named A. Mary Warner and at the same time leaving a certified copy thereof with the endorsements thereon at the residence of the within named John Warner. Service 35c Mileage 10c Cop. 40c Total $1.05

J.J. Miller Sheriff.

Afterward on the 10th day of January. 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

A.B. Robinson
vs.
John Warner et al. } This day this cause came on to be heard and the Defendants came not, but made default herein, & thereupon this cause was submitted to the Court

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and the Court being fully advised in the premises do find that the allegations in the Plaintiffs petition are true and that he ought to recover of the Defendants by reason of the premises the sum of Five Hundred & Fifty 50/100 Dollars. and that the same is a mortgage lien on the premises described in plaintiffs petition and that said premises ought to be sold to pay said plaintiffs claim. It is therefore considered, ordered and adjudged and Decreed by the Court that the said Plaintiff recover of the Defendants the said sum of Five Hundred and Fifty & 50/100 Dollars and the interest thereon at 8% and costs herein expended taxed at $—— And if said Defendants fail for ten days after the rising of this court to pay said sum of Money that an order of sale issue directed to the Sheriff of Union County Ohio who is appointed a special Master Commissioner for that purpose Commanding him to sell said premises according to law and report his proceedings herein to this Court. And as to all other matters this cause is continued.

Attest W. M. Knight, Clerk.

Pleas. before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio. on the 5th day of January 1880.

Heretofore, to-wit: on the 11th day of January 1878. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Fritch, Nippert & Co.
vs.
William Kightlinger Jr.
Nancy J. Kightlinger

} In Union County Court of Common Pleas.

The said Plaintiffs respectfully represent. That they are a firm doing business in Ohio under the firm name of Fritch Nippert & Co. That during the months of August and September in the year 1876. the said William Kightlinger became indebted to the Plaintiffs in the sum of Seventy Eight 50/100 Dollars for goods sold and delivered, no part of which has ever been paid. That afterwards to-wit: on the 5th day of September 1877 as evidence of said indebtedness the said William Kightlinger agreed in writing to pay said sum and interest at 8% in one day after said 15th day of September 1877. That afterwards on the 22d day of September 1877. the Plaintiffs obtained a judgment against said William Kightlinger for said indebtedness before Henry J. King one of the Justices of the Peace of said County for the sum of $78.00 and $2.85 costs. Upon which judgment execution was issued by said Justice and returned no goods or chattles found whereon to levy. Thereupon afterwards on the 10th day of October 1877 the Plaintiff filed with the Clerk of this Court a Transcript of the said proceedings and Judgment before said H. J. King J.P. and caused an execution to issue which was also returned no goods or chattles found

wherein to levy. The said Plaintiffs aver that after creating said indebtedness and long after the time for payment thereof to wit: in the month of September 1877. The said William Kightlinger became and was possessed of a large amount of money and property which of right he ought to have applied sufficient to discharge said indebtedness. But before that time the said William Kightlinger had purchased certain Real Estate in said County and the Village of Marysville Situate on North Street and being the same premises formerly owned by Comfort L. Ratford and the said William Kightlinger had caused the said lands to be made to the said Nancy F. Kightlinger who is a daughter of the said William and that in the month of September 1877 aforesaid having the money aforesaid to pay the indebtedness to Plaintiff the said William Kightlinger paid to and for said Nancy F. Kightlinger the large sum of Money aforesaid to remove an incumbrance from the said Real Estate so recorded in the name of the said Nancy F. Kightlinger. And Plaintiffs aver that no consideration whatever was given by said Nancy F. Kightlinger for said moneys and that she is now justly indebted to said William Kightlinger in the sum of more than five hundred dollars money so paid to and for her by said William Kightlinger after the creation of said indebtedness to the plaintiff. The said William Kightlinger placed said money in the hands of the said Nancy F. Kightlinger for the fraudulent purpose of defrauding the Plaintiffs and the creditors of the said William unjustly and the said Nancy F. Kightlinger took the same with full and ample notice of said fraud. The Plaintiffs therefore pray that the said parties may be duly notified and that a hearing may be had herein and that said Nancy F. Kightlinger may be required to account for the money so by her received and that she may by the Court herein be ordered to pay the same into Court to be applied to the payment of the plaintiffs said claim or so much thereof as may be necessary, and that said defendants may by the order of the Court in such just and equitable manner as to the Court may seem meet be required to apply said money and property to payment of Plaintiffs claim and for all such further orders and judgments of the Court in the premises as equity and the nature of the case may require.

J. L. Cameron Atty for Plaintiffs

State of Ohio. Union County ss. J. L. Cameron being first duly sworn deposes and says that he is the attorney for said Fritchey Hyper & Co. Plaintiffs duly authorized and that they are non residents of and absent from the said County of Union and that the facts stated and the allegations made in the foregoing petition of said Plaintiffs are true as he verily believes.

J. L. Cameron

Sworn to before me by said J. L. Cameron and by him subscribed in my presence this 11th day of Jan. 1878.

W. W. Kruger, Clerk.

Praecipe. Clerk [illegible] Petition [illegible]

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Praecipe. Clerk: Issue Summons to the Sheriff of Union County upon the above Petition Returnable according to law.

Afterward on the 19th day of January A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio, Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify William Kiglitlinger and Nancy F. Kiglitlinger that they have been sued by Fritch, Nipgen & Co. in the Court of Common Pleas of Union County, and that unless they Answer by the 9th day of February A.D. 1878 the petition of the said Fritch, Nipgen & Co. against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21st day of January A.D. 1878. Witness my hand and the seal of said Court this 19th day of January A.D. 1878.

Seal

W. M. Knight, Clerk.

Sheriff's Return. The State of Ohio, Union County ss. Received this writ January 21st A.D. 1878 and pursuant to its command Served the same January 24th 1878 by delivering to the within named Defendant William Kiglitlinger a certified copy of this writ with the endorsments thereon, Served the same January 25th 1878 by leaving a certified copy of this writ with the Endorsments thereon at the within named Defendants, Nancy F. Kiglitlinger, usual place of residence. Service 3.5[illegible] Mileage $1.80 Copy 40c Return 15c. Total $2.90

J. J. Miller Sheriff. By S. M. Landon Deputy.

Afterward on the 4th day of April 1878 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Fritch, Nipgen & Co. }
vs. } Court of Common Pleas, Union County,
William Kiglitlinger et al } Ohio.

Answer. The said Defendants for answer to said Petition say that they deny that said William Kiglitlinger in September 1877 or at any other time was the owner of the Real Estate in said petition described, and denies that in September 1877 or at any other time paid to or for said Nancy F. Kiglitlinger a large sum or any sum of money to remove an incumbrance from said Real Estate which was not his own debt and deny that the said William Kiglitlinger paid to said Nancy F. Kiglitlinger or placed the same in her hands for the fraudulent purpose of defrauding the Plaintiffs and the creditors of William Kiglitlinger and they say that in fact the only money furnished by said William Kiglitlinger for the purpose of removing any incumbrance on said land or to the said Nancy for any purpose whatever at or since that time was to remove an incumbrance of Rosana Lawrence on said land for money borrowed from her by William Kiglitlinger and on which she the said Nancy F. was security, and gave her mortgage on said premises to secure the same to Mrs. Lawrence afterwards, to-wit: in September 1877, the said Rosana Lawrence having bid off at Sheriff's Sale the said premises, the said William Kiglitlinger paid to

for the sum of $556.69/100 but the said debt was the debt of said William Rightlinger and not the debt of said Nancy F. Rightlinger and was paid by him in good faith and not to defraud the Plaintiffs or any other creditors of said William Rightlinger That Silas M. Faddis held a mortgage claim bought by him of C. Patton for the purchase money of said premises amounting to about One Thousand Dollars & more or less to pay a part of the same the said Nancy borrowed from A.B. Robrison about five hundred Dollars which she secured by mortgage on said premises and which is a lien on said premises & there remains about four hundred dollars still unpaid upon said Patton mortgage which sum is held by P. Snider as a purchaser of said debt and Mortgage That William Rightlinger & his wife make their home on said premises, and the said Nancy and her brother Wm. F. Rightlinger make their home with their father aforesaid And they say the said Nancy has saved as her earnings as School teacher about two hundred & fifty dollars which has been expended in improvements of said house & lot. That said Nancy F. Rightlinger has held the said premises and her right title in good faith ever since in — 1876 long before the debt of the Plaintiff was created. Therefore Defendant ask to be dismissed with costs.

Robinson & Pipes & R.L. Woodburn Attys.

The State of Ohio. Union County ss. Nancy F. Rightlinger being duly sworn deposes says the allegations of the foregoing Answer are true as she believes.

Nancy F. Rightlinger.

Sworn to before me and signed in my presence this 4th day of April 1878.

A.K. Brightler Notary Public.

Afterward on the 5th day of January 1880 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

Fritch Ripgen & Co.
vs.
William Rightlinger et al. } This day came the parties by their Attorneys and it appearing to the Court that the parties have settled and compromised this case and by the statement of the parties in open Court the Court finds for the Plaintiffs and that the amount of said plaintiffs judgment interest & Cost as set forth in the petition Amounting to $91 16/100 is a lien upon the premises from the 22 day of September 1877. By the consent and agreement of the parties in open Court the deed from the said Nancy F. Rightlinger to said William Rightlinger is set aside so far as the claim of the said Plaintiffs is concerned. It is therefore considered and decreed by the Court that the lien of the Plaintiffs to the amount of its Judgment interest and cost amounting to $91 16/100 be and the same is hereby declared to the full amount of the same and it is further ordered and decreed that the said deed be and the same is hereby set aside and held for naught so far as the said Plaintiffs Claim

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is concerned and it is further ordered and decreed that unless said William Rightlinger shall pay said judgment interest and cost amounting to $91.16 by the day of 1880 then that an order issue to the Sheriff of the said County of Union. Commanding him to appraise advertise and sell said premises in the petition discribed according to law. and that he apply the proceeds to the payment of said plaintiffs claim and that the defendant pay the costs of this procuding taxed at $

Attest. W. M. Runyan, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 5th day of January 1880

Heretofore, to wit: on the 14th day of November 1877 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Benjamine Wood. }
vs. } In Union County Court of Common Pleas.
William Rightlinger and }
Nancy F. Rightlinger }

Petition.

Your Petitioner Benjamine Wood respectfully Represents. That about the 8th day of March 1876 said William Rightlinger conveyed to this plaintiff certain premises in said County and warranted the same clear of incumberances and did covenant to defend the same against all claims. Said premises were then incumbered and said William Rightlinger neglected and failed to defend the same and this defendant was compelled to pay off said incumbrance and on the 5th day of July 1877 filed in the Court house his petition against William Rightlinger to recover the sum due him upon said warranty and on the 12th day of October 1877 recovered a judgment against said William Rightlinger upon said petition in the sum of One hundred and thirteen & 60/100 Dollars upon which judgment execution has been issued and returned no goods or chattles found whereon to levy and the said return further shows that said execution was levied upon certain lands in the Village of Marysville, County of Union and State of Ohio Situate on North Street in said Village. Beginning at the South west corner of a lot of 1/2 acre sold by S. Phelps to James A. Stewart Part of Lot No 1. Thence N. 1. E. with said Stewart line 20 poles to the northwest corner of said Stewart on Mathiots line; Thence with said line N. 89 W. 5 poles to a stake Thence S. 1. W. 20 poles to a stake on North margin of North Street; Thence S. 89. E 5 poles to beginning which lands were bought and paid for by said William Rightlinger but the deed therefor was taken in the name of said Nancy F. Rightlinger and the Plaintiff avers. That after his said petition was filed to wit: on the 10th day of September 1877 the said William Rightlinger having a large amount of money to-wit: more than Six hundred Dollars neglected and refused to apply any part of the same to the payment of Plaintiffs Claim but for the fraudulent purpose of placing said money beyond the reach of this Plaintiff paid the same to remove incumberances from said

land in the name of Nancy F. Kightlinger. This Plaintiff says that if said Nancy F. Kightlinger is permitted to hold said land exempt from the claim of the Plaintiff that she is indebted to said William Kightlinger in the sum of Six hundred Dollars and the same or so much as may be necessary ought in equity to be applied to the payment of this Plaintiffs claim. The said Plaintiff therefore prays that the said deed of conveyance to the said Nancy F. Kightlinger may be declared a deed of trust for said William Kightlinger and that his true interest therein may be declared and ordered to be sold and the proceeds applied to the payment of said judgment of the said plaintiff together with the costs, or if the Court should deem it more equitable and just that an account may be taken of the amount due from said Nancy F. Kightlidger to said William Kightlinger and that the same or so much thereof as may be necessary may be ordered to be paid into Court to satisfy said judgment and costs and all such other orders taken and decrees rendered as may be equitable and just.

J. L. Cameron Atty for Plaintiff

State of Ohio. Union County ss. Benjamine Wood Plaintiff being sworn deposes and says that he is the Plaintiff in the foregoing case and that the facts stated and allegations made in his foregoing Petition are true as he verily believes.

Benjamine Wood.

Sworn to before me by said Benjamine Wood and by him subscribed in my presence this 13th day of Nov. 1877.

W. M. Knight, Clerk.

Praecipe. Issue Summons on the Petition in this case returnable according to law.

Afterward on the 14th day of Nov. A.D. 1877. the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio } To the Sheriff of the County of Union
Union County ss } Greeting: We command you
to notify William Kightlinger and Nancy F. Kightlinger that they have been sued by Benjamine Wood in the Court of Common Pleas of Union County and that unless they answer by the 15th day of December A.D. 1877. the petition of the said Benjamine Wood against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 20th day of November A.D. 1877. Witness my hand and the seal of said Court, this 14th day of November A.D. 1877

Seal.

W. M. Knight, Clerk.

Sheriffs Return. The State of Ohio. Union County ss. Received this writ Nov. 14th A.D. 1877 at one o'clock P.M. and pursuant to its command

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served the same November 24th 1877 by delivering to each of the within named William Kightlinger and Nancy F. Kightlinger a certified copy of this writ with the endorsements thereon. Service 55¢ Mileage $1,80 Cop. 40¢ Return 15¢ Total $2,90. J. J. Miller Sheriff By S. M. Landon Deputy.

Afterward on the 4th day of April 1878 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer.

Benjamine Wood
vs.
William Kightlinger et al.

In Court of Common Pleas Union County, Ohio.

The Defendants for answer to the Plaintiffs petition say they deny all the allegations of the said Petition except they admit that Plaintiff holds a judgment against William Kightlinger as alleged, & that an execution was issued thereon and a return made as alleged and that Nancy F. Kightlinger holds and owns the land in said Petition described situate in Marysville Ohio. And that William Kightlinger admits that he used a small sum not amounting to Six Hundred Dollars in removing an incumbrance upon said premises in Sept 1877 but denies it was done to defraud or cheat the Plaintiff but the same was done in good faith as hereinafter set forth.

The Defendants say that William Kightlinger the father of Nancy F. Kightlinger had received from the Grand Father of said Nancy F. Kightlinger about Three Hundred Dollars which belonged to his said children for which he held himself responsible to pay and had received One Thousand Dollars from his second wife now deceased which she required him to pay said children and that before said premises were bought of C. L. Patton an agreement was made by and between these defendants that a property should be bought for a family home & in order to secure the amount then due as far as possible the title thereto should be taken in her name and for her benefit and that of her brother William F. Kightlinger and that in performance of that agreement said property was bought of C. L. Patton for the sum of ____ dollars on which was paid down the sum of ____ and notes and mortgage given by said Nancy F. to said Patton for about One Thousand Dollars the balance of the purchase money.

That afterwards William Kightlinger borrowed of Mrs. Rosana Laurence about Five Hundred Dollars on which said Nancy became his security and to accomodate him she gave her mortgage on said premises to secure said loan all without any consideration to her. That Silas McFadden bought of C. L. Patton said mortgage and foreclosed the same in this Court making said Laurence defendant and on said decree said Laurence bid said property off at Sheriffs sale in order to redeem the same the said Wm Kightlinger paid on the 10th of September 1877 as alleged in said Petition $556 00 but that was his own debt and made in good faith and not to defraud the Plaintiffs. That in order to raise said

money to pay a part of said Patton mortgage and said McFadden a loan of about Five Hundred Dollars was made with A.B. Robinson & a mortgage executed by said Nancy to him to secure the same which was recorded and was a lein. That P. Snider holds & owns the balance of said Patton mortgage amounting to about Four Hundred Dollars or more & which sum is a lein on said premises. That said Nancy F. has been for a considerable time a School teacher and saved about Two Hundred & fifty dollars which she paid over to William Kightlinger which in part has been expended in making improvements on her said Home & lot. That said Nancy F. and Wm. S. Kightlinger are members of the family of their father aforesaid and are unmarried but that William Kightlinger is married and they make their home in one family and the said premises constitute their homestead. That no part of said sum paid by William Kightlinger September 1877 as alleged in the Plaintiffs Petition was paid on the debt of said Nancy F. but wholly to lift his own debt to said Lawrence on which she was security and at least One Hundred of that sum was borrowed out of The Marysville Bank on a note which she signed as his security. That said Nancy owns said Premises in her own right in good faith without any obligation to pay any debts of the said William Kightlinger and therefore the defendants ask to be dismissed with costs.

Robison & Piper. R.L. Woodburn Attys

Petition

State of Ohio. Union County ss. Nancy F. Kightlinger one of the Defendants in the above case being sworn deposes and says the allegations of the foregoing answer are true as she believes

Nancy F. Kightlinger

Sworn to before me & signed in my presence this 4th of April 1878.

A.H. Bingliter Notary Public

Afterward on the 5th day of January 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Benjamine Wood
vs.
William Kightlinger et.al. } This day came the parties by their attorneys and it appearing to the Court that the parties have heretofore settled this case and the parties being present and consenting and requesting the same the Court do find for the plaintiff and that the amount of his claim in the petition set forth to-wit: the sum of principle and interest to the first day of this term on the judgment $1262/100 and cost $14.61 is a valid and subsisting lein on the premises set forth and described in the Petition dating said lein from October 12th 1877. And that so far as the amounts are concerned the deed to said Nancy F. Kightlinger ought to be set aside so as to be in said lein. The Court do further find by the like consent and agreement of the parties execution and order of Sale in this case is not to be issued for one year from the first day of this present term of Court.

It is therefore considered, ordered and decreed by the Court

that the said sums of $12 & 26 & $14 61 be and the same is hereby declared a valid and subsisting lein on the premises in the petition described dating from Oct. 12. 1877. And it is further ordered and decreed that the deed from the said Nancy F. Kigglinger be set aside and held for naught so far as said lein is concerned. And it is further ordered and decreed that unless said defendants shall pay said sum so found to be a lein upon said premises together with the costs herein by the 5th day of January 1881 then that an order issue to the Sheriff of said County Commanding him to duly appraise, advertise and sell said premises according to law and that he apply the proceeds in payment of said leins and that the Plaintiffs recover of the Defendants his costs herein expended taxed to $ —

Attest. W. M. Knight, Clerk.

Pleas before His Honor John L. Potter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 5th day of January 1880. Heretofore, to wit on the 5th day of January 1880 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Richwood Union Building and Saving Association

vs.

George B. Tucker & Sarah A. Tucker.

Petition

In the Court of Common Pleas Union County Ohio.

The Plaintiffs say: That they are a company duly incorporated under the laws of the State of Ohio. That on the 14th day of August 1873 the Defendant George B. Tucker made and delivered to the Plaintiffs his promissory note of that date a copy of which is hereto attached marked "A" and thereby promised to pay to Plaintiffs the sum of Six Hundred Dollars when the Association should be declared duly ended with interest on Two Hundred & Twenty two Dollars from the date thereof for Value Received. The Defendants George B. Tucker & Sarah A. Tucker on the 14th day of August A.D. 1873 to secure the payment of said note executed and delivered to the Plaintiffs their mortgage deed and thereby conveyed to the Plaintiffs and their assigns the following lands and tenements. Situate in Elgin Township Union County and State of Ohio to wit: All of Out Lot No 274 H.P. Marriotts addition to the town of Richwood Ohio. for a more specific description reference is hereby made to the Record of the Plat of said addition to said town duly Recorded in the Records of the Recorder's Office in Marysville Ohio. The conditions contained in said mortgage deed are in substance. That whereas the said George B Tucker had executed and delivered to the said Richwood Union Building and Saving Association of Richwood Ohio. his Promissory note dated the 14th day of August A.D. 1873 for the

sum of Six Hundred Dollars upon the following conditions
said George B. Tucker being a member of said Association and
having at a regular meeting bid a premium of Sixty Dollars for
three Shares of stock for precedence in taking an advanced loan
and having thereby obtained precedence and having received from
said Association an advanced loan of Five Hundred & Twenty two
Dollars the full value of said three shares of stock in said Associa-
tion on which shares he agrees to pay a weekly installment of 25/100
Dollars and on Five Hundred & Twenty two Dollars the amount of said
advance loan exclusive of Premium for precedence he agrees to pay
interest at the rate of 6% per annum in equal weekly payments
of 26/100 on meeting night of each week until said Association shall
be dissolved as provided in the constitution thereof the taxes on
the premises the Fire Insurance Premium on said Property, Ground
rents thereon and all the fines and forfeitures according to the
constitution and Bylaws of said Association. That if the said
George B. Tucker should punctually pay to said Association or its
assigns the said weekly installments on said three shares of stock
and the interests as above stated. The taxes on the Property. The Fire
Insurance Premium on said property the ground rents thereon and
all the fines and forfeitures according to the constitution and By Laws
of said Association then these presents to be void. But if the said
George B. Tucker should fail to pay the weekly installments of dues
and interest as above stated. The taxes, Fire Insurance Premium
Ground Rents or fines and forfeitures when the same respectively become
due or within ninety days after due then the amount of said
loan should become due and the mortgage foreclosed.

On this 5th day of April A.D. 1879 at 3 o'clock P.M. the said mortgage
was delivered to the Recorder of said County to be by him entered
on the Record and was Recorded May 21st 1879 in Book 1 Page 39.

Plaintiff says that the Board of Directors of said Association
has not decided said Association legally ended, and the same
is not ended. The said due has become absolute. The weekly
installments of stated dues were paid in full up to and includ-
ing Nov. 23 1878. But then ceased and no installments of stated
upon said shares of Stock
dues has since been paid since Nov. 23. 1878. The said weekly
installments of stated dues upon three shares is seventy five cents.
per week from Nov. 23d 1878 to Jan. 10th 1880 which would make 57 pay-
ments of stated dues on the 10th day of Jan. 1880 and which remains
unpaide. The lowest fines assessed upon failure to pay said
stated dues herein mentioned began was 5 cents per share under
the constitution and By Laws of said Association for default
of payment of stated dues on said three shares which for 57
weeks would be Eight 17/100 due and remaining unpaid upon said
57 installments of weekly dues upon said three shares of Stock
as fines for non payment of said weekly dues.
There has been no interest paid at any time upon said Five
Hundred & Twenty two Dollars in said note and mortgage
mentioned either by George B. Tucker or any person for him

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since Nov. 23d 1878. There is due and remaining unpaid upon said indebtedness the sum of Forty Four 25/100 Dollars of stated weekly dues and Twenty six cents per week for Fifty nine weeks on each share and the said sum of 5 cents on each shares fines on said three shares of stock for Fifty nine weeks making the aggregate sum of Sixty Eight 84/100 Dollars of stated dues and fines unpaid with interest on the said sum of Two Hundred & Twenty two Dollars from the 23d day of Nov. 1878. which remains unpaid and which is a weekly installment of interest of 26 cents per week. The Plaintiff therefore Prays that a just and true account of the sums due upon said note and mortgage may be taken and the said defendants ordered to pay the same in a short day to be named by the Court and upon failure to pay then the said mortgage be foreclosed and the said premises ordered to be sold and the proceeds applied to the payment of the sums found due and for all proper and further relief

Cameron & Benton Attys for Pltffs

State of Ohio. Union County ss. J. B. Benton being first duly sworn before me deposes and says that he is one of the Attorneys of the said Plaintiffs duly authorized in the premises that the said Plaintiffs are a corporation duly incorporated under the laws of Ohio. and that the facts stated and the allegations made in the foregoing Petition are true as he verily believes.

J. B. Benton

Sworn to by J. B. Benton and signed by him in my presence this 22d day of January 1880

W. M. Wright, Clerk.

Praecipe — Issue Summons in this case to the Sheriff of Union County directed to George B Tucker & Sarah A. Tucker returnable according to law. Balance Foreclosure of Mortgage

Afterwards on the 21st day of January A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons — The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify George B. Tucker & Sarah A. Tucker that they have been sued by The Richwood Union Building and Saving Association. in the Court of Common Pleas of Union County. and that unless they answer by the 21st day of February A.D. 1880 the Petition of the said Association against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of said summons on the 2d day of February A.D. 1880. Witness my hand and the seal of said Court this 21st day of January A.D. 1880.

W. M. Wright, Clerk.

Sheriff's Return — The State of Ohio. Union County ss. Received this writ Jan 22d A.D. 1880 and pursuant to its command served the same Jan 23d 1880 by delivering a certified copy thereof with the endorsements thereon to each of the within named George B. Tucker & Sarah A.

Tucker. Service 55¢ Mileage $1.60 Copy 40¢ Total $2.55.
J. J. Miller Sheriff By Dyer Reed Deputy.

Afterward on the 21st day of February the following entry was made on the Journal of said Court which reads as follows.

Entry. Richwood U.B.S.A. } vs George B Tucker et al } This day this cause came on to be heard upon the pleadings and evidence and the Defendants George B Tucker and Sarah A Tucker being in default for Demurrer or answer and the Court being fully advised in the premises do find that the Defendants have failed to pay to the Plaintiff the weekly installments of dues and the interest as in the Petition set forth and that there is due to said Plaintiffs as dues to the date of this decree the sum of $46.50 and as interest the sum of $16.12. The Court further finds that there is due to said Plaintiffs from said Defendant as and by way of fines for the non payment of said dues as in the Petition alleged the sum of $29.30, making in all for dues interest & fines the sum of $91.92 Dollars. The Court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due the said George B. Tucker & Sarah A. Tucker his wife executed and delivered to this Plaintiff their certain mortgage in the Petition described and on the Premises in the Petition described, that said mortgage was on the 20th day of May 1874 duly recorded in Book Page 390 of the Records of Mortgages of Union County and that the same is the first lein on the premises described in the Petition.

It is therefore considered by the Court that unless the said Defendants shall forthwith pay or cause to be paid to the said Plaintiffs the sum of $91.92 so found due, and to the Clerk of this Court the costs taxed herein at $——— according to the terms of said mortgage deed the defendants to equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further Order.

Attest. W. M. Wright, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas Begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 4th day of Feb. 1878. Heretofore, to-wit on the 8th day of December 1877 the following Petition was filed with the Clerk of said Court which reads as follows, Viz:

Petition George W. Yokum } vs. Stephen Warner, J. W. Severe and Eliza A Warner } In the Court of Common Pleas of Union County Ohio.

Your Petitioner George W. Yokum represents that said Stephen Warner did on the 30th day of October 1875 make his two promisory notes in writing of that date

and then did deliver the same to the Plaintiff and thereby promised to pay to the plaintiff or bearer the sum of One Hundred and Fifty Dollars one year after date with interest from date. And the further sum of Seventy Five Dollars Two years after said date with interest from date. And the said Plaintiff further avers that to secure the payment of said notes and the said money therein stated the said Stephen Warner with his wife the said Eliza A. Warner jointly did at the time of making the said notes by their deed duly executed and delivered to the said plaintiff convey to the said George Yoakum Plaintiff his heirs and assigns forever the following Real Estate situate in the said County of Union and State of Ohio and described as follows, viz:

Being part of Survey No. 7876. Beginning at a stone at the South West corner of Harlow Toby's land. In the Center of the Marysville & Kenton Road thence with said road S. 10 Poles to a stone; thence Eastwardly 3 Poles to a stone; thence North 3 Poles and 13 links to a stone in Harlow Toby's South line; thence west with said Tobys line 18 poles to the beginning containing about ½ of an acre more or less. To have and to hold said lands and tenements with the appurtenances to the said George W. Yoakum and his heirs & assigns forever. Which deed of conveyance had a condition thereunder written whereby it was. That whereas the said Stephen Warner had this day executed unto said George W. Yoakum his promisory notes One note dated October 30th 1875 calling for $115.00 with interest due Oct. 30th 1876. Also one note dated Oct. 30th 1875 calling for $75.00 with interest due Oct. 30th 1877 now if the said Stephen Warner shall well and truly pay the above mentioned notes and interest as they become due then this instrument to be void Otherwise in full force and virtue. And the said Plaintiff further avers that on the 11th day of December 1875 he left said mortgage for record with the Recorder of said County and the same was by him recorded in Book 1 Page 66. of the Mortgage Records of said County. The Plaintiff further says the said Defendant has wholly neglected and failed to pay said notes or either of them or any part thereof and there is now justly due to the Plaintiff thereon and wholly unpaid the sum of $115.00 with interest from Oct. 30th 1875 and the further sum of $75.00 with interest from Oct. 30th 1875; Whereby said deed has become absolute. The said J. W. Severe after the said mortgage was given and Recorded bought the said Premises of the said Stephen Warner and assumed and agreed to pay the said Promisory notes which he has neglected and failed to do although he has had the use and benefit of said premises and now as Plaintiff is informed occupies the same. Whereupon Plaintiff prays judgment against said Stephen Warner and J. W. Severe for the sums of money due upon the promisory notes afore said, to wit: $115.00 with interest from Oct. 30th 1875. and $75.00 with interest from Oct. 30th 1875. And also on a failure to pay said judgment by a day to be named said premises may be ordered to be appraised, advertised & sold as upon execution and the proceeds of said sale be applied to pay and satisfy the judgment

so to be rendered or so far as said proceeds shall go in paying the same and for all proper relief.

J. L. Cameron Atty for Plaintiff

State of Ohio. Union County ss. I. J. L. Cameron being first duly sworn deppose and say that I am the attorny for said George W. Yeokum Plaintiff duly authorized in the premisis and that said George W. Yeokum is a non resident of said County. & that and not absent therefrom and that the facts stated and allegations made in the foregoing Petition are true as I verily believe.

J. L. Cameron

Sworn to before me by said J. L. Cameron and by him subscribed in my presence this 8th day of December 1877.

W. W. Knight, Clerk.

Praecipe. The Clerk will issue Summons for the above named J. W. Severe addressed to the Sheriff of Union County and for Stephen and Eliza A. Farver to the Sheriff of Franklin County. Amount claimed $170. with interest from Oct. 30th 1875 and foreclosure of Mortgage.

Afterward on the 8th day of December A.D. 1877 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify J. W. Severe that he and others have been sued by George W. Yeokum in the Court of Common Pleas of Union County and that unless they answer by the 5th day of January A.D. 1878 the petition of the said George W. Yeokum against them filed in the Clerks Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 17th day of December A.D. 1877. Witness my hand and the seal of said Court this 8th day of Dec. A.D. 1877.

Seal. W. W. Knight, Clerk.

Sheriff's Return. The State of Ohio. Union County ss. Received the writ December 7th 1877. at one oclock P. M. The within named J. W. Severe not found in my County. Mileage $2.00 Copy 20c Return 10c Total $2.30.

J. J. Miller Sheriff

Afterward on the 15th day of December A.D. 1877 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio. Union County ss. To the Sheriff of Hardin County, Greeting: We command you to notify J. W. Severe that he and others have been sued by George W. Yeokum in the Court of Common Pleas of Union County and that unless he answer by the 19th day of January A.D. 1878 the petition of the said George W. Yeokum against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 24th day of December A.D. 1877. Witness my hand and the seal of said Court, this 15th day of December A.D. 1877.

Seal. W. W. Knight Clerk.

Sheriff's Return. The State of Ohio. Hardin County ss. Received this writ December 17th 1877. The within named J. W. Severe not found in my Bailwick Mileage $3.60 Copy 25¢ Return 25¢ Dr Entry & Postage $2.25¢ Total $4.35

J. Bilenbaugh Sheriff of Hardin Co

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Afterward on the 26th day of December A.D. 1877 the following Summons was issued by the Clerk of said Court which reads as follows: The State of Ohio. Union County ss. To the Sheriff of the County of Franklin, Greeting: We command you to notify Stephen Warner & Eliza A. Warner that they & another have been sued by George W. Yeokum in the Court of Common Pleas of Union County, and that unless they answer by the 2d day of February A.D. 1878 the petition of the said George W. Yeokum against them filed in the Clerk's Office of said Court, such Petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of January A.D. 1878. Witness my hand and the seal of said Court this 26th day of December A.D. 1877.

Seal. W. M. Knight, Clerk.

Sheriff's Return.

The State of Ohio. Franklin County ss. Received this writ Dec. 27th A.D. 1877. at 3 o'clock P.M. and pursuant to its command December 29th 1877. I served each of the within named Defendants by leaving a certified copy of this writ together with all the endorsements thereon at their usual place of residence in Franklin County Ohio. Service 55c Mileage $3.60 Copy 85c Docket 15c Return 10c Postage 10c Total $5.25

Wm. C. Horn Sheriff of Franklin Co. O. By James McDowell Dep.

Summons.

Afterward on the 29th day of December A.D. 1877 the following Summons was issued by the Clerk of said Court which reads as follows: The State of Ohio. Union County ss. To the Sheriff of Union County, Greeting: We command you to notify P. K. Severe that he and others have been sued by George W. Yeokum in the Court of Common Pleas of Union County, and that unless they answer by the 2d day of February A.D. 1878 the petition of the said George W. Yeokum against them filed in the Clerk's Office of said Court, such Petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 14th day of January A.D. 1878. Witness my hand and seal of said Court this 29th day of December A.D. 1877.

Seal. W. M. Knight, Clerk.

Sheriff's Return.

The State of Ohio Union County ss Received this writ December 29th A.D. 1877. and pursuant to its command served the same Dec. 31st 1877. by delivering to the within named P. K. Severe a certified copy of this writ with the endorsements thereon. Service 35c Mileage $2.20 Copy 20c Return 15c Total $2.70

J. J. Miller Sheriff.

Entry.

Afterward on the 4th day of March 1878. the following entry was made on the Journal of said Court which reads as follows viz:

George W. Yeokum
vs.
Stephen Warner et al

Now comes the Plaintiff herein by his Attorney and the Defendant being in default for Answer & Demurrer the Court find that there is due to the Plaintiff from the defendants Stephen Warner and Eliza A. Warner his wife on the two promissory notes set forth in the Petition with interest

to the first day of this term the sum of $228.25. The Court further find that in order to secure the payment of said notes the Defendants Stephen Warner and Eliza A. Warner his wife executed and delivered to said George W. Yokum the plaintiff their certain mortgage as in the Petition described and on the premises therein described. The said mortgage was duly recorded in Book Page of the Record of Mortgages of Union County and is the first and best lien on the premises in the petition. It is therefore considered and adjudged that unless the Defendants Stephen Warner and Eliza A. Warner his wife shall forthwith from the entry of this decree pay or cause to be paid to the Clerk of the Court the costs of this case and to the Plaintiff herein the sum found due as aforesaid with interest from the 4th day of February 1878. according to the terms of said mortgage deed the Defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further Order.

Record
22 Page 278

Supplemental Record.

Attest. W. W. Knight, Clerk.

Pleas before His Honor John L. Porter Judge, at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 3d day of February 1879. Heretofore, to wit: on the 4th day of January 1879 the following Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

George Worthington & Co.
vs.
James Wilson, Mahala Wilson, George Westlake and Dunn & Henderson

Court of Common Pleas Union County Ohio.

The Plaintiffs say they are co partners doing business in the State of Ohio, under the firm name and style of George Worthington & Co. That this cause of action is founded upon a note executed and delivered by James Wilson to George Westlake on the 10th day of August 1876. Of which the following is a true copy.

" On the 1st day of September 1877 I promised to pay to the order of George Westlake the sum of One Hundred Dollars with interest at 6% Value Received. this 10th day of August 1876.

James Wilson "

This note is secured by mortgage of even date herewith. The following credits appear on said note "Received February 15th 1878. Five ($5.00) Dollars. Rec'd March 9th 1878. Ten ($10.00) Dollars. Rec'd Nov. 15th 1878. Seventeen ($17.00) Dollars. For a valuable consideration said note was transfered by George Westlake to Dunn & Henderson co partners doing business in the State of Ohio under that Style & title. And by Dunn & Henderson, for a valuable consideration said note was endorsed and delivered to George Worthington & Co. There is due Plaintiffs from the Defendants on said note the sum of Eighty two Dollars ($82) which they claim with interest at 6% from the 15th day

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of November 1878. and for which they pray judgment.
The Plaintiffs further say that on or about the 3d day of August 1876.
the defendants James Wilson & Mahala Wilson to secure the
payment of his three promisory notes of that date. One for forty (40)
Dollars due April 1st 1877 One for Sixty Five (65) Dollars due April
24th 1877 with 6% interest, and One for One Hundred (100) Dollars due
September 1st 1877. with 6% interest did execute and deliver to George
Westlake their mortgage Deed and thereby conveyed to the said
George Westlake his heirs and assigns forever, the following discribed
real estate, Situate in the County of Union, State of Ohio and in
R. D. Finleys addition to the Village of Peoria. And known as lot
No. 30 of said Addition. The Conditions of the said Mortgage
deed were as follows: Provided always, and these presents are upon
this Condition that if the said Grantor his heirs or assignes shall
pay to the said Grantee, his three promisory notes, One for forty (40) Dollars
due April 1st 1877. without interest. One for Sixty five (65) Dollars due
April 24th 1877 with 6% interest. & One for One Hundred (100) Dollars
Due September 1st 1877 with 6% interest then these presents shall be
void otherwise to be and remain in full force and virtue in law
and equity. On the day of 1876. at o'clock M. said
Mortgage Deed was filed with the Recorder of Union County Ohio
and was by him entered on Record on the day of 1876 see
Record of Mortgages Vol. Page 577. There is due and remaining
unpaid on said note falling due September 1st 1877 the sum of
Eighty two 45/100 ($82 45/100) Dollars. with interest at 6% from the 3d day of
Feb. 1879. The Plaintiffs pray that the said Mortgage may be
foreclosed, the said lands and tenements ordered to be sold,
And the proceed applied to the payment of the said indebtedness
and for such other & further relief as law and equity may war-
rant.

A. H. Brightler Atty for Pltiffs

State of Ohio Union County ss. A. H. Brightler being Sworn says he
is the Attorney of the above named Plaintiffs duly authorized in the
premises. That the said Plaintiffs are non-residents of the County
of Union and now absent therefrom, and that the facts stated
and allegations in the foregoing Petition are true as affiant verily
believes.

A. H. Brightler

Sworn to and subscribed in my presence this 4th day of
January 1879.

W. M. Wright Clerk.

Praecipe — To Clerk, Issue Summons in the above action returnable according to law indorse amount claimed $82 00 suit from Nov. 15th 1878 and fore closure of Mortgage.

Afterward on the 4th day of January A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting. We command you to notify James Wilson Mahala J. Wilson Geo. George Westlake & A. Dunn & Henderson that they have been sued by Jno. Worthington & Co in the Court of Common Pleas of Union County

and that unless they answer by the 1st day of February A.D. 1879 the petition of the said George Worthington against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 13th day of January A.D. 1879. Witness my hand and the seal of said Court, this 4th day of January A.D. 1879.

W. W. Knight, Clerk.

Sheriff's Return. The State of Ohio, Union County ss: Received this writ January 10th A.D. 1879 at 9 o'clock A.M. and pursuant to its command served the same January 11th 1879 by delivering a certified copy thereof with the endorsements thereon to the within named Parties James Wilson, Mahala D. Wilson & George Westlake also on the 10th day of January 1879 I served with a certified copy thereon with the endorsements thereon to Henderson & Dunn & Henderson. Service 35¢ Mileage $1.60 Copy 80 Return 15¢ Total $2.50

J. J. Miller Sheriff By Dyer Reed Deputy.

Entry. Afterward on the 5th day of Feb. 1879 the following Entry was made on the Journal of said Court which read as follows, viz:

George Worthington & Co. vs. James Wilson et al } Common Pleas Court Union County, Ohio.

This day came the Plaintiffs herein by their Attorney, and the Defendants being in default for answer or demurrer, the Court after due consideration, finds that the allegations of the petition are confessed by them to be true, and that there is due to the Plaintiffs from the Defendants, on the promisory note set forth in the Petition the sum of $62.25 with 6% interest from the date of this entry. The Court further finds that in order to secure the payment of said note, the defendants, James Wilson & Mahala D. Wilson, his wife, executed & delivered to George Westlake one of the defendants herein, their certain Mortgage, as in the Petition described, and on the premises therein described; that said Mortgage was duly Recorded in Book Page of the Record of Mortgages of Union County, and is the first and best lien on said premises. It is therefore considered & adjudged, that unless the Defendants James Wilson & Mahala D. Wilson, shall within ten days from the entry of this decree pay to the Clerk of this Court the Costs of this case, and to the Plaintiffs herein the sum so found due as aforesaid with interest as aforesaid, that the Defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and to bring the proceeds into Court for further order.

Attest. W. W. Knight, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 3d day of Feb. 1879.

Hereto for towit: on the 24th day of January 1879 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition. R. L. [illegible] De Bow[illegible]

Thomas [illegible]
Richard [illegible]
Brewster [illegible]
Edward [illegible]
Brewster [illegible]

Estate. [illegible] of the Bell[illegible] owned by [illegible] South [illegible] Carters la[illegible] ing Court [illegible] Broom [illegible] a written [illegible] himself [illegible] Broom by [illegible] eight fe[illegible] Aple in [illegible] the same [illegible] soon as [illegible]

And the [illegible] contract [illegible] the note [illegible] not paid [illegible] not paid [illegible] the 5th day [illegible] interest [illegible] fused and [illegible] One Hund[illegible] of ten yea[illegible] became [illegible] due the [illegible] promise [illegible] Forty thre[illegible]

That [illegible] said la[illegible] be in ma[illegible] Heirs of [illegible] said Ma[illegible] Brewste[illegible] & Henry [illegible] Brooks [illegible] some [illegible] of which [illegible] said M[illegible] that P[illegible]

R. L. Woodburn Admr. }
De Bonis now Admr of R. L. Broom Dec'd. }
Petition. } Court of Common Pleas of Union County Ohio
vs. }
Thomas Mapes J. K. McElroy, }
Richard Brewster, Alice }
Brewster, Cyrus Brewster }
Edward Brewster, Ella }
Brewster and Henry Brewster }

The said Plaintiff says he is the Admr. De Bonis now of the estate of R. L. Broom Dec'd. That said Broom died September 11th 1873 seized in fee simple of the following described Real Estate. Being in Survey No 5772. Beginning at a stake in the center of the Bellefountain & Franklinton Free Turnpike & in the west line of land owned by John Chapin; Thence N. 7° E. with the said Chapins line to the South East corner of the lines of Israel Carterland, Thence with said Carters land N. 87° W to the center of said Free Turnpike to the beginning containing three & one half acres more or less. That said Broom prior to his death, to-wit: on the 5th day of August 1872 entered into a written contract with Thomas Mapes the Defendant and thereby bound himself to convey said land to Mapes upon the payment to said Broom by said Mapes of One Hundred Dollars & interest thereon at eight per cent. The interest thereon to be paid annually and the principle in ten years. And if the said interest was not paid when the same became due then the principle became due & payable as soon as default was made in the payment of said interest.

And the said Mapes on his part bound himself by said written contract to pay said Broom the said One Hundred Dollars with the interest thereon as aforesaid and yet the said Mapes has not paid any part of said One Hundred Dollars, and he has not paid any part of said Interest except One Years interest to the 5th day of August 1873 & Five Dollars in 1874 to apply on the interest And excepting as aforesaid the said Mapes has refused and neglected to pay any part of the interest on the said One Hundred Dollars for the years 1874, 1875, 1876, 1877 & 1878, although often requested so to do. & although the time when the same became due has long since elapsed. And that there is now due the Plaintiff as Administrator aforesaid by reason of the premises from said Mapes the sum of One Hundred and Forty three & 7/100 Dollars with interest from August 5th 1878 at 8 %.

That said Broom died September 11th 1873. without conveying said land to said Mapes and the said conveyance has never been made but the title of said land still remains in the Heirs of the said Deceased Broom subject to the equity of the said Mapes and that the Defendants Richard Brewster, Alice Brewster, Cyrus Brewster, Ella Brewster, Edward Brewster & Henry Brewster are the legal heirs & representatives of said Broom Deceased. The said Defendant J. K. McElroy claims some interest in said land by virtue of Tax sale, the exact amount of which Plaintiff does not know. Therefore Plaintiff asks that said McElroy be compelled to set up his claim aforesaid and that Plaintiff be directed & empowered by the Court to execute

to said Mapes a conveyance of said land according to the terms of said contract upon the payment of said One hundred and forty 7 dlrs 26 cts Dollars with the interest. And in default of said payments that an order of sale issue ordering the sale of said land to pay the amount found due thereon and for such other and further relief as is right and proper.

Robinson & Pilger Atty's for Plaintiff.

State of Ohio. Union County ss. R L Woodburn being first duly sworn says the statements in the foregoing Petition are true as he believes.

R L Woodburn.

Sworn to and subscribed before me this 24th day of January. 1879.

A K. Benjamin Notary Public.

Praecipe — Clerk: Issue Summons to Sheriff of Union County for Thomas Mapes & J. W. McElroy & Endorse Amount Claimed $1376.88 from Aug. 1878.

As the Attorney of the above named heirs of R L Broom duly authorized I enter their appearance in the above case Jany 24 1879

A.B. Robinson, Atty

Summons — Afterward on the 24th day of January A.D. 1879. the following Summons was issued by the Clerk of said Court which reads as follows:

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting We command you to notify Thomas Mapes & J. W. McElroy that they and others have been sued by R L Woodburn Admr. DeBonis now of R L Broom in the Court of Common Pleas of Union County, and that unless they answer by the 22d day of February A.D. 1879. the Petition of the said R L Woodburn against them filed in the Clerk's Office of said Court, such Petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 3d day of Feb. A.D. 1879. Witness my hand and the seal of said Court. This 24th day of January A.D. 1879.

(Seal)

D. M. Wright Clerk.

Sheriff's Returns — The State of Ohio. Union County. ss. Received this writ July 24th 1879 at 7 o'clock P.M. And pursuant to its command Served the same on the 27th day of January 1879. by delivering a certified copy thereof with the endorsements thereon to each of the within named Thomas Mapes & J. W. McElroy. Service 5.5 Mileage $1.00 Copy 10 Rec'd To. $2.10

J. Miller Sheriff By Joe Lawrence Dep.

Afterward on the 17th day of Feb. 1879. the following Answer ~~Entry~~ was made on the Journal of said Court which reads as follows viz:

Answer — R L Woodburn Admr. / DeBonis now of R L Broom dec'd. / vs. / Thomas Mapes et als / } Court of Common Pleas Union County Ohio.

A J Carpenter Guardian ad Litem of Leyers Brewster, Edward Brewster, Ella Brewster & Henry Brewster for answer says: he has no knowledge of the facts alleged in the petition & asks the protection of the Court for said minors.

A.J. Carpenter.

Entry. — On to... the Clerk... R L ... DeBon...

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On the 17th day of February 1879 the following entry was filed with the Clerk of said Court which reads as follows, viz:

Entry. R. L. Woodbury Admr. } De Bonis non of R. L. Broomdec'd } vs. Thomas Mapes et al } Court of Common Pleas Union County Ohio.

Cyrus Brewster, Edward Brewster Ella Brewster and Henry Brewster being minors A. J. Carpenter is appointed Guardian Ad Litem to answer in this case for them. Thereupon the said guardian ad litem files his answer.

Afterward on the 24th day of February 1879 the following Entry was made on the Journal of said Court which reads as follows.

Entry. R. L. Woodbury Admr. } De Bonis non of R. L. Broomdec'd } vs. Thomas Mapes et als. } This day this cause came on to be heard and the defendant Mapes made default herein and the Court being fully advised in the premises do find from the pleadings & evidence that the allegations of said Plaintiffs Petition are true and that the Plaintiff ought to recover of the Defendant Mapes by reason of the Premises the sum of One Hundred & forty three & 75/100 Dollars with interest at 8%. It is therefore ordered adjudged and decreed by the Court that the said Plaintiff recover of the said Mapes the said sum of One Hundred & forty three & 75/100 Dollars with interest at 8% and his costs herein expended taxed at $ —

It is further ordered & decreed that upon payment of said sum of money to said Plaintiff that the said Plaintiff as the administrator de Bonis non of R. L. Broomdec'd on behalf of the heirs of R. L. Broomdec'd execute and deliver to said Mapes his heirs and assigns a good and sufficient deed in fee simple for the Premises described in Plaintiffs Petition.

It is further ordered and decreed by the Court that if the said Mapes shall fail for ten days from the rising of this Court to pay said sum of money that an order of sale issue to the Sheriff of Union County Ohio. who is appointed a Master Commissioner for that purpose, Commanding him to sell said Premises described in the Petition according to law and to report his proceedings thereto to this Court for which purpose all other matters this cause is continued.

Attest. W. M. Winget, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union & State of Ohio on the 3d day of April. 1879.

Heretofore to-wit: on the 11th day of January 1879 the following Petition was filed with the Clerk of said Court which reads as follows. viz:

Petition

Eli I. Piper Administrator with will annexed of the Estate of William Gabriel, Deceased.

vs.

Andrew S. Mowry, Johana D. Mowry, Michael Shyhus, John St. John, Tullington Phillips, Woods, Peoples Bank & J. H. Cummings Admr. of the Estate of Robert Smith dec'd

Court of Common Pleas Union County Ohio.

The Plaintiff says:

On the 19th day of February A.D. 1876. he was duly appointed and qualified and letters of Administration were granted to him as the Administrator with the will annexed of the Estate of William Gabriel late of said County deceased. By the Probate Court of said Union County. State of Ohio. That on the 6th day of May A.D. 1871 the said defendants A.S. Mowry & Johana D. Mowry made and delivered to J. and H. Gabriel (the said J & H Gabriel then being in full life, and partners in business) their promissory note of that date and thereby promised to pay to the said J. & H. Gabriel or bearer the sum of One Thousand Dollars On or before the 6th day of May 1872. for value received with two per cent annually until paid. On said note are credits amounting to Nine Hundred thirty eight & 45/100 Dollars. A copy of said note with credits thereon is hereto attached marked "A". The Defendants Andrew S. Mowry and Johana D. Mowry on the 6th day of May A.D. 1871 to secure the payment of said note executed and delivered to said J. & H. Gabriel their Mortgage Deed and thereby conveyed to the said J. & H. Gabriel their heirs & assigns the following lands and tenements situate in said County of Union and in the Virginia Military District and bounded and described as follows: to-wit: Being all of Lot No 6. of the sub-division of the J. B. McCarty lands as per plat and description in the Proceedings for the sale of lands by the administrator of Moses Coe.

Beginning at a stake and stone South East corner of Lot No 5 of said J. B. McCarty sub division: Thence N. 10° W. 169/10 Poles to a sugar and hickory on the bank of Mill Creek corner to said Lot No. 5: Thence down the said Creek to Red Oak on the South Bank of the Creek and corner to lot No. 7 of said J. B. McCarty subdivision; Thence with the west line of said lot S. 10° E. 129 poles to a stone in the center of the Marysville & Delaware Gravel Road; Thence with the center of said Road S. 66½° W. 39 7/10 Poles to the beginning containing 33 acres & 84 poles more or less. The condition continued in said Mortgage Deed was in substance that if the said Andrew S. Mowry & Johana D. Mowry should pay or cause to be paid unto the said J. & H. Gabriel or bearer the said promisory note for said sum of One Thousand Dollars with interest at ten per cent when the same became due then said Mortgage deed to be void otherwise to be and remain in full force and virtue in law.

On the 6th day of May A.D. 1871 at 3½ o'clock P.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on Record and was recorded May 11th 1871 in Volume 8 on Page 421 in the Union County Record of Mortgages. On the 22d day of May

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1877. the said Plaintiff by reason of the payment of Seven Hundred Dollars cancelled said Mortgage as to eighteen acres of said premises conveyed by said Andrew S. Mowry and Johanna D. Mowry to Anna N Huber on the day of April A.D. 1877 to which said deed reference is hereby made for a more particular description of the premises so sold and conveyed. On the day of A.D. 1872 the said John Gabriel died leaving William Gabriel as the surviving partner of the said firm of J. & W. Gabriel. Plaintiff is informed that one Michael St. John Fullington Phillis & Woods. Peoples Bank. Robert Smith Estate and John St. John has some interest in said premises. The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Six Hundred Sixty Six & 50/100 Dollars with interest at ten percent per annum from May 22nd 1877. payable annually. Plaintiff asks that said Michael St John. Fullington, Phillis & Woods. Peoples Bank. & St. Cummings. Adms of R Smith. & John St John be made parties Defendants. The Plaintiff asks that said Mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the Payment of said debt and execution awarded for the ballance.

Robinson & Piper Attys for Plff.

State of Ohio. Union County ss. Eli. G. Piper being duly sworn says the facts stated and allegations in this foregoing Petition are, as he verily believes, true.

E. G. Piper.

Sworn to before me by Eli G. Piper and by him subscribed in my presence this 11th day of January 1877.

W. W. Winget, Clerk.

Copy of Note. "U" On or before the 6th day of May 1872. we promise to pay to J. & W. Gabriel or bearer the Sum of One Thousand Dollars with 10 % interest annually till paid for value received $1000 May 6th 1871."

"Andrew S. Mowry"
"Johana D. Mowry."

Endorsements on said note. Paid by Surveying Feb. 22d 1873 $38 42/100
Paid by check $100. July 16th 1877. June 9th 1875 Paid on within note $100. endorsed by receipt of that date Jno. W. Gabriel
May 22nd 1877 received on the within note Seven Hundred Dollars.

Praecipe. To Clerk: Issue Summons upon the Petition in the Foregoing case to Sheriff of Union County Ohio for the Defendants therein returnable according to law. Endorse. Foreclosure of Mortgage.

We Hereby waive the issuing and service of Process and enter our appearance in this case. The Peoples Bank by A. T. C.
J. H. Cummings. Admrs. Fullington Phillis & Woods.

Praecipe To Clerk: Issue Summons upon Petition in the above case to the Sheriff of Union County Ohio for John St John of said County returnable according to law. Endorse Foreclosure of Mortgage

Afterward on the 11th day of January A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio. Union Countyss To the Sheriff of the County of Union Greeting: We Command you to notify Andrew S. Mowry Johanna D. Mowry 2nd Michael St John that they have been sued by Eli G. Piper Admr of the Estate of William Gabriel in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of February A.D. 1879 the petition of the said Eli G Piper against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 20th day of January A.D. 1879. Witness my hand and the seal of said Court this 11th day of January A.D. 1879.

(Seal) W. W. Knight, Clerk.

Sheriffs Return.

The State of Ohio. Union County ss. Received this writ Janry. 11th A.D. 1879 at 7 oclock P.M. and pursuant to its command served the same by delivering a certified copy thereof with the endorsements thereon to the within named Michael St John January 16th 1879 And by delivering a certified copy thereof with the endorsements thereon to the within named Johanna D. Mowry on the 18th day of January 1879. And at the same time (Janry. 18th 1879) by leaving at the residence of the within named Andrew S. Mowry a certified copy of this writ with the endorsements thereon. Service 75c Mileage 50c Cop 60c Return 15c Total $2.00

J. J. Miller Sheriff
By Dyer Reed. Deputy.

Afterward on the 6th day of December 1879 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons.

The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify John St John that he and others have been sued by Eli G. Piper Admr. of the Estate of Wm Gabriel Decd in the Court of Common Pleas of Union County, and that unless he answer by the 3d day of January 1880 the Petition of the said Eli G. Piper against them filed in the Clerks Office of said Court, such Petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 15th day of December A.D. 1879. Witness my hand and the Seal of said Court this 6th day of December A.D. 1879.

(Seal) W. W. Knight, Clerk.

Sheriff's Returns

The State of Ohio. Union Countyss. Received this writ December 6th A.D. 1879. and pursuant to its command I served the same Dec 12th 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named John St. John

Service 35c Mileage 30c Cop 20c Return 15c Total $1,00

J. J. Miller Sheriff. By Dyer Reed Deputy

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Afterward on the 24th day of February 18 74 the following Entry was made on the Journal of said Court which reads as follows

Eli J. Piper Administrator with Will annexed.

Entry. vs.

Andrew S. Mowry et al.

And now came the parties by their Attorneys and this cause came on to be heard upon the motion of the Defendants A.S. Mowry to strike out all usury in said note and mortgage and the Court being fully advised in the premises do order that all usurious interest be expunged from said Note and mortgage. And it is further Considered by the Court that the Plaintiff is entitled to an account of the money due him as said Administrator on the premises. And the Court after hearing the evidence do find that there is due to the Plaintiff on the note in the Petition Described the sum of Four Hundred Sixty Eight & 75/100 Dollars. It is therefore considered by the Court herein that said Plaintiff recover of said Defendant Andrew S. Mowry the said sum of $468.75 the sum so found due as aforesaid and also his costs taxed to $ — And it is further ordered adyudged and decreed that in case the said Defendant fail for ten days from the Entry hereof to pay to the said Plaintiff the said sum of $468 75/100 so as aforesaid found due with costs of suit. An Order issue to the Sheriff of said County of Union Commanding him to cause said lands and Tenements in said Petition Described to be appraised advertised and sold according to law, and apply the proceeds of said sale in satisfaction of said sum so found due with costs of suit. And as to all other matters this cause is continued.

Attest. W. M. Nauget, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April 1874. Heretofore, to-wit: on the 22d day of March 1874 the following Petition was filed with the Clerk of said Court which reads as follows. viz:

James H. Robinson and Aaron B. Robinson Partners under the firm name of Robinson & Robinson

Petition. vs.

Isaac Gunnions, Wesley Ameringand Fullington Phillis & Woods.

Court of Common Pleas of Union County Ohio.

The said Plaintiffs say that they are partners doing business in the State of Ohio under the firm name of Robinson & Robinson. That on the 25th day of December 1873 the said Defendant Isaac Gunnions executed and delivered to Plaintiffs

his promisory note & thereby promised to pay Plaintiffs the sum of One Hundred & Ninety One Dollars in one day after said date with interest at 8%. That the time when said note became due has long since elapsed & yet the said Gammons has paid no part of said note & the same is still unpaid & there is now due Plaintiffs by reason thereof from the Defendants Gammons the said sum of One Hundred & Ninety One Dollars & Interest thereon at 8% since December 25th 1875. A copy of said note is hereto attached.

2d Cause of Action. That the said Isaac Gammons is indebted to Plaintiffs in the sum of Sixteen 57/100 Dollars for goods & Merchandise which Plaintiffs sold & delivered to him said Gammons at his request on the 7th day of December 1877 and at sundry dates until July 16th 1877. That no part of said goods & Merchandise have been paid for & that there is due Plaintiffs from the Defendant Gammons for said goods and Merchandise the said sum of Sixteen 57/100 Dollars. A copy of which account is hereto attached Marked "B."

That on the 24th day of January 1876 the said Isaac Gammons executed and delivered to Plaintiffs a mortgage deed & thereby conveyed to Plaintiff the following described Real Estate, to-wit: All of Lot Number Three Hundred & Thirteen in Robinsons Addition to the Town of Marysville Union County, Ohio. The said conveyance was made to secure the payment of said sum of One Hundred & Ninety One Dollars $191. & the Interest thereon at 8% from Dec 1875, within One Year from the date aforesaid of said Mortgage.

That the time has long since elapsed and yet defendants have paid no part of said sum of money and there is now due Plaintiffs from the Defendant Gammons the sum of One Hundred & Ninety One Dollars and interest thereon at 8% from December 1875 by reason of the premises. and the condition of said conveyance has been forfeited & the same has become absolute, at law. The said mortgage was left for record with the Recorder of said County on the 25th day of January 1876. That Wesley Amerine claims to have an interest in said mortgaged Premises. That Fullington, Phillis & Woods claim to have an interest in the same also. Therefore Plaintiffs ask for a judgment against said Isaac Gammons for One Hundred & Ninety One Dollars & Interest at 8% from Dec 18th 1875 And also for a judgment against same for Sixteen 57/100 Dollars on said account on second cause of this Petition. And for an order of sale of said Premises to pay said Plaintiffs claim aforesaid in 1st cause of this petition and that a finding be had of the amount due Plaintiffs by reason of the premises. That the said Wesley Amerine & the said Fullington, Phillis & Woods be required to set up their claims to said Real Estate & for such other and further relief as is right and proper.

Robinson & Piper Attys for Pltffs.

The state of Ohio, Union County ss. A.B. Robinson being first duly sworn says the statements in the foregoing Petition are true as he believes.

A.B. Robinson.

Sworn to before me & subscribed in my presence this

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W. M. Wright, Clerk.

Precipe. Issue Summons to Sheriff of Union County Ohio for Isaac J. Grummons & Wesley Amerine & Endorse Amt. Claimed $191.65 with 8% interest from Dec. 1st 1878 & $16.57

Afterward on the 22d day of March A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows;

Summons. The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting; We Command you to notify Isaac J. Grummons & Wesley Amerine. that they & others have been sued by Robinson & Robinson in the Court of Common Pleas of Union County and that unless they Answer by the 19th day of April A.D. 1879. the Petition of the said Robinson & Robinson against them filed in the Clerks Office of said Court. such Petition will be taken as true and Judgment rendered accordingly.

You will make due return of this Summons on the 31st day of March A.D. 1879. Witness my hand the seal of said Court this 22d day of March A.D. 1879.

Seal. W. M. Wright, Clerk.

Sheriffs Return. The State of Ohio. Union County ss. Received this writ March 23d 1879 And Pursuant to its command Served the same March 27th 1879 by leaving a certified copy thereof with the endorsements thereon at the Residence of the within named Wesley Amerine & I. J. Grummons. Service 53c Mileage 20c Cop. 40c Return 15c Total $1.30.

J. J. Miller Sheriff By Dyer Reed Deputy.

Afterward on the 1st day of April 1879. the following Answer & Cross Petition was filed with the Clerk of said Court which reads as follows, viz;

Answer. Robinson & Robinson. vs. Isaac J. Grummons & Wesley Amerine. } Court of Common Pleas Union County Ohio.

The Defendant Wesley Amerine for his Answer & Cross Petition in the above case says that on the 2d day of December 1878. the said Isaac J. Grummons and his wife Drew Grummons executed to him their Mortgage Deed for said lot No. 313 described in Plaintiffs petition to secure a note therein described for Two Hundred and Seventy five Dollars due and payable Dec. 1st 1879. with 8% interest payable annually from said Dec. 1st 1878 which mortgage was duly Recorded Dec. 3d 1878 on Page 533 of Vol. 14 of the Records of Mortgages in said County and is a lein of said Lot. That said Wesley Amerine says no payment has been made on said note & the same remains unpaid & on the 1st of Dec. 1879. said $275. and interest aforesaid will be due.

Therefore this Defendant asks that his said lein may be protected & the same paid out of the purchase money when the lot shall be sold.

Robinson & Pipes Attys.

The State of Ohio Union County ss. Wesley Amerine being duly sworn says he believes the allegations of the above answer to be true.

Wesley Amerine

Sworn to and subscribed in my presence this 2nd day of April 1879.
W. M. Knight Clerk.

Afterward on the 5th day of May 1879. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Robinson & Robinson
vs.
D. J. Gruemmons et al. } This day came the said Plaintiffs and the Defendant D. J. Gruemmons came not & made default herein and thereupon this cause came on to be heard and was submitted to the Court, a jury being waived by Plaintiff, on the Pleadings and Evidence & the Court being fully advised in the premises do find for the Plaintiffs and that the said Plaintiff ought to recover of the Defendant Gruemmons the sum of Two Hundred & Forty one & 27/100 Dollars on their first cause of action with interest at 8% & Sixteen & 50/100 Dollars on their second cause of action

It is therefore considered, ordered and adjudged by the Court that the said Plaintiffs recover of the said Gruemmons on their first cause of action the said sum of Two Hundred & Forty one & 27/100 Dollars with 8% interest. & on the second cause of Action Sixteen & 50/100 Dollars & costs herein expended taxed at $.

And it is further considered, Ordered adjudged & Decreed by the Court that if the said Gruemmons shall fail for ten days from the rising of this Court to pay said sum of Two Hundred & Forty one & 27/100 Dollars & interest and costs herein expended that an order of sale issue to the Sheriff of Union County, Ohio. who is made a Special Master Commissioner for that purpose, Commanding him to sell the premises described in Plaintiffs Petition according to law and report his proceedings hereto to the next Term of this Court. And as to Annuities Mortgage continued

Attest W. M. Knight, Clerk.

Pleas before His Honor John L. Porter, Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within & for the County of Union & State of Ohio. on the 2nd day of April 1879. Heretofore, to-wit: on the 18th day of January 1879. the following Petition was filed with the Clerk of said Court which reads as follows viz:

S. Carter. S. M. Blake
& And A. J. Blake late
partners doing business
under the firm name of
S. Carter & Co.
vs.
Isaac N. McCracken & Margaret McCracken.
Wm. H. Ferguson. Godman Thornhill & Co., Haler & Fmk.
Samuel McCracken. Rogers Whul & Co., Wagner & Toney,
Rogers. Duck & Lewis. Rogers Leifer & Engle And
C. Zwick & Son. Defendants.

Court of Common Pleas Union County, Ohio.

Praecipe.

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November 1876. the said D. W. McCracken was indebted to the Plaintiffs on an account for materials furnished to said D. W. McCracken under a contract with said D. W. McCracken for repairs on his dwelling house situate on the Lots. No 211 & 212. on Poppleton's addition to the town of Richwood and said County. A copy of which is hereto attached marked "A" and made a part of this Petition. That on the 6th day of February 1877. S. M. Blake, a member of said firm of S. Carter and Company. appeared before W. B. Stubert a Notary Public for said County, and made oath that said account was just and true &c, a copy of which affidavit is hereto attached. And that on the 7th day of February 1877. said account and said affidavit were received for Record by the Recorder of said County and by him duly Recorded Feb. 17th 1877. Plaintiffs say there is due and remaining unpaid upon said account the sum of $40.46 with interest thereon from the 9th day of Nov. 1876. Therefore Plaintiff asks judgment against said D. W. McCracken for said sum of $40.46 with interest thereon from Nov. 9th 1876. & for costs of filing said account & Recorders fees. And further that said Account may be declared a lien upon said premises to-wit: said Lot No 212. and a part of said lot No. 211. as follows a strip off of the north side thereof being 19 feet wide in front and 1 foot wide on the alley west of said lots and that unless the said D. W. McCracken shall pay said judgment so to be rendered by the Court by a day to be therein named that an order issue to the Sheriff of said County to advertise and sell said Premises as upon execution and pay said judgment from the Proceeds thereof.

Plaintiffs further say, that the Defendants Godman, Thornhill & Co. W. H. Ferguson, Hale & Scott, Samuel McCracken, Rogers Wheel Co. Rogers, Dick & Lewis, Wagner & Forney, Rogers, Keefer & Engle and C. Spurck & Son each claim to have an interest in said premises, Wherefore Plaintiffs pray that they may be notified of this proceeding and required to set up their respective claims.

P. K. Kerr Atty for Pltffs

State of Ohio. Union County ss. A. J. Blake being sworn says he is one of the plaintiffs in this case and that the statements and allegations in the foregoing Petition are true.

A. J. Blake.

Sworn to before me and subscribed in my presence this 17th day of January 1879.

W. W. Hill Justice of the Peace.

Praecipe. The Clerk will issue summons to Defendants. D. W. McCracken a/a Margaret McCracken and Godman Thornhill & Co. & W. H. Ferguson to Sheriff of Union County. And to Samuel McCracken to Sheriff of Morrow Co. and endorse thereon amount claimed $40.46 with interest from Nov. 9th 1876. and Foreclosure of Mechanics Lein

Afterward on the 18th day of January A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons The State of Ohio. Union County ss. To the Sheriff of the County of

Morrow, Greting: We command you to notify Samuel McCracken that he and others have been sued by S. Carter & Co. in the Court of Common Pleas of Union County, and that unless he answer by the 15th day of February A.D. 1879 the Petition of said S. Carter & Co. against them filed in the Clerk's Office of said Court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 20th day of January A.D. 1879. Witness my hand and the Seal of said Court this 8th day of January A.D. 1879.

(Seal)

W. M. Waugh, Clerk.

Sheriff's Return.

The State of Ohio, Morrow County ss. Received this writ January 20th A.D. 1879 at 1 o'clock P.M. and same is returned for want of Clerk's endorsement of funds deposited to pay Sheriff's Fees.

Return & Postage 13¢

D. C. Sanford Sheriff.

Afterward on the 18th day of January A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows

The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify D. W. McCracken, Margaret McCracken, Godman, Thornhill & Co. and W. H. Ferguson that they & they have been sued by S. Carter & Co & A. J. Blake in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of February A.D. 1879 the Petition of the said S. Carter & Co against them filed in the Clerk's Office of said Court, such Petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 20th day of January A.D. 1879. Witness my hand and the seal of said Court this 18th day of January, A.D. 1879.

(Seal)

W. M. Waugh, Clerk.

Sheriff's Return.

The State of Ohio, Union County ss. Received this writ January 18th A.D. 1879 at 3 o'clock P.M. and pursuant to its command January 20th 1879 by delivering a certified copy thereof with the endorsements thereon to each of the within named D. W. McCracken Margaret McCracken & W. H. Ferguson and by delivering a certified copy thereof with the endorsements thereon to the within named Godman, Thornhill & Co. at their place of business January 20th 1879. Service $1.15 Mileage $1.60 Copy 80¢ Return 15¢ Total $3.70

J. J. Miller Sheriff.

Afterward on the 15th day of February 1879 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Petition.

S. Carter, S. M. Blake & A. J. Blake as partners &c.
vs.
D. W. McCracken et als.
Court of Common Pleas Union County Ohio.

And now comes the Defendant D. W. McCracken and for his answer to Plaintiff's petition says: That he never purchased any of the articles enumerated in Plaintiff's itemized account except the 60 Banisters @ 15¢ = $9.00 nor did he ever agree or consent to pay for any other article therein

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and thir R. A. Hall, Frank Pea who were d Jury having of the Court And now writing sig being duly Plaintiff # and adjou Defendant costs herein that said as a lien that unle this date. the Sheriff tion and this cause & Priority all of the Petition

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enumerated. Defendant says he is now ready to pay for the Barristers and hereby consents that Judgment for $100 and the costs thereon be rendered against him but he denies all responsibility for or obligation to pay for any other article mentioned in said bill for reasons above stated.

O.J. Carpenter Atty for Defd.

The State of Ohio. Union County ss. I. W. Mc Cracken the above defendant being sworn says the facts stated and the allegations contained in his foregoing Answer are true.

I. W. Mc Cracken.

Sworn to by I. W. Mc Cracken before me and signed by him in my presence this 15th day of February A.D. 1872.

W. M. Knight, Clerk.

Afterward on the 7th day of May 1872 the following Entry was made on the Journal of said Court which reads as follows, viz:

S. Carter & Co^m

vs. Entry.

I. W. Mc Cracken et al. } This day this cause came on to be heard upon Petition and answer of I. W. Mc Cracken and thereupon came a jury to-wit: E.A. Bell. George Jordan. R.A. Hall. M.L. Thompson. J. Reichart. L.W. Smith. Andrew Gill. Frank Pearl. D. Burr. T.H. Montgomery. W.R. Rhoads. Israel Kinney. who were duly impannelled & sworn according to law. And the said jury having heard the evidence, the argument of Counsel, and charge of the Court retired to their room, in charge of the Sheriff, for deliberation And now come the said jury into open Court, with their verdict in writing signed by their foreman and say: We the jury in this case, being duly impannelled and sworn do find and say that we find for the Plaintiff $ 45.82/100 Enos A. Bell. Foreman. It is therefore ordered and adjudged by the Court that the Plaintiff recover of the Defendant I. W. Mc Cracken the said sum of $45.82/100 and their costs herein taxed at $ — And it is further adjudged by the Court that said claim and Judgment are and the same is hereby held as a lein upon the Real Estate described in Plaintiffs Petition and that unless said Judgment & costs be paid within ten days from this date. That an Order issue from the Clerk of this Court to the Sheriff of said County. to sell said Premises as upon execution and bring the proceeds into Court for further order and this cause is continued as to all other Defendants and as to questions of Priority of leins. to the next term of this Court. at which time all of the other defendants have leave to file answer and cross Petition

Attest. W. M. Knight, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio. on the 2nd day of April 1872.

Heretofore, to-wit: on the 5th day of November 1871 the follow-

ing Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

James W. Fields
vs.
John Sellers and
The Marysville Building and Loan Association

Court of Common Pleas. Union County Ohio.

The Plaintiff says: 1st That during the months of May, June and July in the year A.D. 1877 he, the said Plaintiff, under and by virtue of a verbal contract entered into between the said Defendant John Sellers and him the said Plaintiff, furnished to the said Defendant Sellers, materials for repairing by painting a certain house situate upon the Lots Nos 100, 101, 108 and 109 in the Village of Marysville and in the County of Union and State of Ohio.
2d That the said Defendant John Sellers was, at the time said materials were furnished, and still is the owner of said lots Nos 100, 101, 108 and 109 in said Village, County & State, and of the dwelling house situated thereon. 3d That within four months from the time said materials were furnished by said Plaintiff to said Defendants, to wit: On the 15th day of Nov. 1877, he, the said Plaintiff, filed with the Recorder of said County an affidavit, a copy of which is here to attached, marked "A" containing an itemized account of the amount and value of said materials so furnished by the said Plaintiff to the said Defendant Sellers, and a description of the land upon which said house so to be repaired was situated. 4th That said affidavit was recorded on the 15th day of Nov. 1877, in the Records of Mechanics liens for Union County, Ohio. 5th That no part of said account has been paid and that there is due to the said Plaintiff from the said Defendant John Sellers the sum of Thirty and 7/100 ($30 7/100) Dollars with interest from the 20th day of July 1877.
6th The Plaintiff claims a Mechanics lien upon the premises above described. 7th On the 5th day of October 1874 Defendants John Sellers executed a mortgage to the Defendant The Marysville Building and Loan Association on said premises to secure and conditioned to pay the sum of Six Hundred Dollars and which mortgage was on the 19th day of October 1874 delivered to the Recorder of said County to be entered by him on record and was recorded on the 20th day of October 1874. 8th On the 19th day of November 1874 the Defendant executed another mortgage to the said Marysville Building and Loan Association on the said premises to secure and conditioned to pay the sum of Two Hundred Dollars and which mortgage was filed for record on the 21st day of Nov. 1874 and recorded Jan 2nd 1875. 9th The Plaintiff asks that his lein may be enforced, the priorities of lein determined, the said lands and tenements ordered to be sold and the proceeds applied to the payment of the debt due him and execution awarded for the balance.
James W. Field being sworn says that he believes the facts stated and allegations in his foregoing Petition to be true. Jas. W. Field.

Sworn to
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Praecipe

To Clerk:
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Sworn to before me and signed in my presence this 5th day of Nov. A.D. 1878.

W.M. Winget Clerk.

Praecipe

To Clerk: Issue Summons upon the Petition in the above case returnable according to law. Amount claimed Thirty & 40/100 Dollars with interest from the 26th day of July A.D. 1877.

Longbrake & Kilgade Attys for Pltff.

Afterward on the 5th day of November A.D. 1878 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify John Sellers & The Marysville Building and Loan Association that they have been sued by James W. Field in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of December A.D. 1878 the petition of the said James W. Field against them filed in the Clerk's Office of said Court, such Petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 16th day of November A.D. 1878.

Witness my hand and the seal of said Court, this 5th day of November A.D. 1878.

W.M. Winget, Clerk.

Sheriff's Return.

The State of Ohio. Union County ss. Rec'd this writ Nov. 5th 1878 at 7 o'clock P.M. And pursuant to its command served the same by delivering a certified copy thereof with the endorsements thereon to the within named John Sellers Nov. 8th 1878. And by delivering a certified copy thereof with the endorsements thereon to Levi Longbrake as President of the within named Marysville Building & Loan Association on the 9th day of November 1878.

Service 75¢ Mileage 20¢ 1 cop 40¢ Return 5¢ Rec'd $1,30

J. Miller Sheriff.

Afterward on the 24th day of February 1879. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

James W. Field }
vs. }
John Sellers. et al. }

Now comes the Plaintiff herein and the Defendant John Sellers. being in default for answer, and demurrer, the Court find, as against the said Defendant John Sellers impleaded herein, that the allegations of the Petition are confessed by him to be true, and that there is due to said Plaintiff, James W. Field, from the said Defendant John Sellers, on account of the materials furnished by said Plaintiff to said Defendant as set forth in the Petition herein, the sum ($30 40/100) Thirty Dollars & forty cents, with interest from the 26th day of July, 1877. And that the same is a lien on the premises in said Petition described, by reason of the Mechanics lien therein described and duly recorded in book "Records of Mechanics Liens for Union County, Ohio. Page. In the Recorder's Office of Union County, Ohio. The Court also find that said Plaintiff is entitled to have said lien enforced.

It is therefore considered, ordered & adjudged that the Plaintiff James K. Field recover from the Defendant John Sellers, the said sum of ($30.00) Thirty Dollars & forty cents, with interest on the same from July 26th 1877 together with his Costs herein expended.
And that unless the said judgment is paid within ten days from the entry hereof, there an order may issue to the Sheriff of Union County, Ohio, commanding him to sell the said premises in said Plaintiffs petition duly set forth as upon execution and of his proceedings in the premises to make due return to this Court. And as to all questions of Priority of liens and as to the several amounts due to the other defendants to this suit: This cause is continued Feb 26th 1879.

Afterward on the 23d day of April 1879. The following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Answer and Cross Petition

James K. Field
vs.
John Sellers. et als

} In Court of Common Pleas Union County, Ohio.

Now comes the Marysville Building and Saving Association by their Attorney. And for their answer and Cross Petition say that they are a company, duly incorporated, under the laws of the State of Ohio, and doing business under the firm name and style of The Marysville Building & Loan association. 1st The Defendants say: That their first cause of action is founded upon a promisory note of which the following is a true copy.

$800. Marysville Ohio. October 5th 1874.

For value received I promise to pay to the order of the Marysville Building & Loan Association of Marysville Ohio, Eight Hundred Dollars with interest on three hundred and Twenty Eight & 50/100 Dollars payable when said association shall be declared by its Board of Directors legally indebted. And I do further Promise, that should the weekly interest thereon as provided for by the By Laws of said Association remain unpaid for four weeks after the same becomes due, or should my stock therein be forfeited for non payment of the weekly installments thereon, then this Note to become due and collectable immediately.

John H. Sellers.

2d For their second cause of Action. The Defendants say: That John H. Sellers & R. J. Sellers on the 5th day of October 1874 to secure the payment of said Note executed and delivered to the Marysville Building and Loan Association their mortgage deed, and thereby conveyed to the Marysville Building & Loan Association and their assigns the following lands and tenements situated in the incorporated Village of Marysville in the County of Union and State of Ohio, Bounded and described as follows: Being all of Inlots Numbers One Hundred (100) One Hundred & One (101), One Hundred & Eight (108) And One Hundred & Nine (109) in said Village of Marysville and formerly owned by James S. Alexander Sr. 3d The Condition of said Mortgage therein mentioned was in substance as follows:

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That whereon or the said John H. Sellers has executed and delivered to the said Marysville Building & Loan Association this promissory note of even date herewith for the sum of Six Hundred Dollars upon the following conditions Said John H. Sellers being a member of the Marysville Building & Loan Association and having at a regular meeting of the association bid a premium of Ninety & one half Dollars per share of stock for precedence in taking an advance loan and having thereby obtained precedence and having received from said association said advance loan of Three Hundred & Twenty Eight & 50/100 Dollars the full value of three shares of stock in said Association. On each of which three shares of stock he agrees to pay a weekly installment of Twenty five cents. And on Three Hundred & Twenty eight & 50/100 Dollars the amount of said advance loan exclusive of premium for precedence. he agrees to pay interest at the rate of Six per cent. per annum in equal weekly payments of 30 cts each on Saturday of each week until said association shall be dissolved as provided in the constitution thereof. the taxes on the premises conveyed by these presents. the fire insurance premium on said property, Ground Rents thereon. and all the fines and forfeitures according to the constitution and By Laws of said Association Now if the said John H. Sellers shall punctually pay to said association or its assigns the weekly installments on said three shares of stock and interest as above stated. the taxes on the property, ground rents thereon and all the fines according to the Constitution & By Laws of said association then these presents shall be void. But if the said John H. Sellers shall fail to pay the said weekly installments and interest as above stated taxes. fines & insurance, premium ground rents as aforesaid or fines & forfeitures when the same respectively become due or within sixty days after due then the amount of said loan and shall become due and this mortgage foreclosed.

4th On the 19th day of October 1894 at 3 o'clock P.M. the said mortgage was delivered to the Recorder of said County of Union to be by him entered on Record and was recorded Oct. 20th 1894. in Book of B.L.A. Page 103. The due has since become absolute The weekly installments were paid in full up to April 20th 1896. but then ceased and no payments of stated dues have been paid since. The weekly installments of stated dues upon each of said shares is twenty five cents each and on three shares the stated dues would be seventy five cents From April 20th 1896 to April 23rd 1899. would make fifty two payments of said stated dues due on the 23d day of April 1899 and which now remains unpaid. would amount to Thirty Nine Dollars. The lowest fines assessed upon failure to pay said dues herein mentioned was ten cents per share for each non payment of said stated dues. And on three shares thirty cents per week for default in payment of stated dues on said three shares which for fifty two weeks would amount to Fifteen & 60/100 Dollars due and remaining unpaid. upon said fifty two installments of stated dues upon said

three shares of stock as fines for non payment of said weekly dues. The weekly installments of interest on said advance loan of Three Hundred & twenty eight Dollars is Thirty eight cents per week, and there is due and remaining unpaid on fifty two weeks from April 20. 1878 to April 23d 1879. amounting in all to Nineteen & 76/100 Dollars. There is due and remaining unpaid 52 weekly installments fines, interest and dues to April 23d 1879. Seventy four Dollars and fifty six cents. The Defendants therefore ask that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of debts and execution awarded for balance.

R. L. Woodburn. Atty.

State of Ohio. Union County ss. R. L. Woodburn being duly sworn says he is the secretary of the said Marysville Building and Loan Association the Defendant. duly authorized in the premises and that the facts stated and allegations in the foregoing Petition are true as he verily believes.

R. L. Woodburn.

Sworn to before me by R. L. Woodburn and subscribed by him in my presence this 23d day of April 1879.

W. W. Wright, Clerk.

Afterward on the 7th day of May 1879 the following Entry was made on the Journal of said Court which reads as follows, viz:

James W. Field }
vs
John Sellers et al } This cause came on for hearing on the Answer and Cross Petition of the Defendants. Marysville Building and Loan Association and was submitted to the Court upon the pleadings and evidence. The Court find that the allegations of the Answer & Cross Petition are true. and that the Defendants John Sellers and N. J. Sellers his wife executed and delivered to the Marysville Building & Loan Association the mortgage deed in the answer and Cross Petition described and on the premises therein described; that said mortgage was duly recorded in Book of the R. B. L. A. Page 103. of the Record of Mortgages of Union County and is the first and best lien on the premises described in the petition.

The Court further find that the condition of defeasance in said mortgage has been broken and that the said Marysville Building & Loan Association is thereby entitled to have the Defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the said Defendants John Sellers & N. J. Sellers shall within three days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the said Marysville Building & Loan Association the sum of Seventy four 16/100 Dollars ($74 56/100) with interest from April 23d 1879 according to the terms of said mortgage deed. the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale

Entry.

Petition

shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order

Afterward on the 8th day of September 1879. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

James W. Field
vs.
John Sellers et al. } It appearing to the Court that the real estate taken on execution has been twice advertised and offered for sale and still remains unsold for want of bidders. Now on motion of R. L. Woodburn the appraisement heretofore made is hereby set aside and a new one ordered and passed for sale.

Attest W. M. Krueger, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 8th day of September 1879. Heretofore, to-wit: on the 20th day of August 1879. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Robert Graham
vs.
Jacob W. Keller } Court of Common Pleas, Union County, O.

The Plaintiff says; 1st That on the 7th day of May A.D. 1878 the defendant made and delivered to the Plaintiff his promisory note of that date and thereby promised to pay to Plaintiff or order, the sum of Three Hundred & Forty three 72/100 Dollars in six months after the date thereof, for value received, with 8% interest from date (a copy of which is here to attached marked "Exhibit A") 2d. The Defendant on the 7th day of May A.D. 1878. to secure the Payment of said note, executed and delivered to the Plaintiff his mortgage deed and thereby conveyed to the Plaintiff, his heirs and assigns, the following lands and tenements, situate in said County of Union and State of Ohio. and part of Virginia Military Survey No 3670. and bounded and described as follows, viz: Beginning at a stone lower corner on Bokes Creek to a lot of land conveyed by Jacob Keller to Joseph Atherton; Thence with the east line of said Lot of land S. 8 1/4 W. 106. Poles to a stone in the Hartford Road; Thence S. 78 1/2° E 39 80/100 Poles to a stone in said Road and in the west line of Elizabeth Johnsons land; Thence with said line N. 8 1/4° E. 126 50/100 Poles to a stake on the south Bank of said creek, (Chickamy, bears N 81 1/2° W. 6/10 Poles thro bears S. 23° E. 1 6/10 Poles); Thence up the center of said creek, with the meanders thereof to the beginning containing 46 3/4 Acres, For a Plat of said land see a Quit Claim deed of Volasco of lease and Mary Ann Cage, his wife, and Isaac M. Keller to Jacob W. Keller, The conditions contained in said mortgage deed was, in substance, that if the said Jacob W. Keller or any one for him should pay to

said Robert Graham the above promisory note when the same became due together with the interest thereon then said mortgage to be void.
3d That the 4th day of May A.D. 1878 at 4 1/4 o'clock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on Record and was recorded on the 20th day of May A.D. 1878 in Union County Record of Mortgages Vol. 14 Page 219. 4th That the said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Three Hundred Forty Two & 53/100 Dollars with 8% interest from the 26th day of April 1879. 5th That Plaintiff asks Judgment against said Defendant for said sum of Three Hundred Forty Two & 53/100 Dollars with 8% interest from April 26th 1879. That said Mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of said indebtedness and for all proper relief.

Carpenter & Brodrick Attorneys.

State of Ohio Union County ss. Robert Graham, the plaintiff being sworn makes oath that the facts stated in the foregoing Petition are true as he believes. Robert Graham.
Sworn to by Robert Graham before me and by him signed in my presence this 28th day of August A.D. 1879.

W. M. Wright, Clerk.

Copy of Note

$342.53/100 Marysville Union County May 4th 1878.
Six months after date I promise to pay to the order of Robert Graham Three Hundred & forty three & 53/100 Dollars. Value Received with eight percent interest from date Due Nov 4th 1878

Jacob W. Keller.

Indorsed: Received Eighteen Dollars on the within note Dat. Nov. 30th 1878 Rec'd Ten Dollars interest April 26th 1879

Praecipe

To the Clerk Issue Summons to the Defendant directed to the Sheriff of Union County Ohio returnable according to law.
Endorse "Foreclosure of Mortgage" Amt. claimed $342.53/100 with 8% interest from April 26th 1879.

Afterward on the 28th day of August A.D. 1879. the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: You command you to notify Jacob W. Keller that he has been sued by Robert Graham in the Court of Common Pleas of Union County, and that unless they answer by the 27th day of September A.D. 1879. the Petition of the said Robert Graham against them filed in the Clerks Office of said Court, such Petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 8th day of September A.D. 1879.
Witness my hand and the seal of said Court this 28th day of August A.D. 1879.

(Seal)

W. M. Wright, Clerk.

Sheriff's Return

The State of Ohio Union County ss. Received this writ August 28th A.D. 1879 at 5 o'clock P.M. and pursuant to its command served the same on the 6th day of September 1879. by delivering a certified copy thereof

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copy thereof with the endorsements thereon to the within named Jacob W. Keller. Service 35¢ Mileage $1,00 Copy 25 Total $1,60

J. J. Miller Sheriff.

Afterward on the 29th day of September 1879. the following Entry was filed on the Journal of said Court which reads as follows, viz:

Entry

Robert Graham
vs.
Jacob W. Keller

And now comes the said Plaintiff Robert Graham by Carpenter & Brodrick his attorneys and the Defendant still failing to answer or demur to said Petition, it is considered that the said Plaintiff is entitled to an account of the money due him in the premises, and the court after hearing the evidence do find that there is due said Plaintiff on the note and mortgage in the petition described the sum of Three Hundred & Fifty two Dollars & Fifty six cents with interest thereon at the rate of 8% per annum from the 8th day of September A.D. 1879. It is therefore considered by the Court here that said Plaintiff recover of the said Defendant the sum of Three Hundred & Fifty Two Dollars & Fifty Six cents with 8% interest from September 8th 1879. the sum so found due as aforesaid and also his costs taxed at $ — And it is further ordered and adjudged that an order issue to the Sheriff of said County commanding him to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law, and apply the proceeds of said sale in satisfaction of the said sum so found due with costs of suit.

Attest W. M. Minger, Clerk.

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. on the 8th day of September 1879. Heretofore, to-wit on the 12th day of April 1879 the following Petition was filed with the Clerk of said Court which reads as follows:

W. J. Woods Administrator
with will annexed of the Estate of
Edward Norris Deceased.

Petition

vs.

O. Holmes and Mary Holmes

} Court of Common Pleas Union County O.

Plaintiff says he is the administrator with the will annexed of Edward Norris Deceased duly appointed and qualified as such, according to law. and that his action is founded on a promisory note and mortgage to secure the payment thereof. The following is a copy of said note with the endorsements thereon. $190.88 One Year after date I promise to pay to Wm J. Woods Administrator of the Estate of Edward Norris deceased. with will annexed and to his successor as such One Hundred & Ninety & 88/100 Dollars with 8% interest from date Value Received Jan. 11 1879.

O. Holmes.

Endorsed as follows: Jan 11th Received on the within note 1 16/100 Dollars
Jan 20th 1879 Rec'd on the within note ten Dollars

Plaintiff says that on the said 11th day of January 1878. the Defendants O. Holmes & Mary A. Holmes his wife to secure the payment of said Note executed and delivered to said W. J. Woods administrator as aforesaid a mortgage Deed upon the following Described Real Estate to-wit: Beginning at a stone in the center of the Pike leading from Richwood to Essex being S.W. Corner to a lot once owned by Sarah S. Wells thence N. 88° E. with her line 23 37/100 Poles to a stone in west line of A. & G.W. Ry; thence S. 29° 35' W. with line of said Ry. 14 7/10 Poles to a stone; thence N. 84 1/2 W. 19 12/33 Poles to the center of said Pike; thence N. 3° 50' E. 10 11/33 Poles to the place of beginning containing One & 29/100 of an acre of land more or less. Which said mortgage Deed had a condition therein written as follows. Whereas the said O. Holmes has this day executed and delivered to said W. J. Woods Admr of said Estate, his promisory note for One Hundred & Ninety & 75/100 Dollars with 8% interest from date due in one Year. Now if said O. Holmes faithfully pays said note when it becomes due then these presents shall be void. Said mortgage deed was duly recorded by the Recorder of said County. Feb. 11th 1878. Plaintiff says said note became due on the 11th day of January 1879. that said Holmes has not paid the same nor any part thereof except as above stated that there is now due and unpaid thereon the sum of $197.75 for which plaintiff asks judgment against the Defendant O. Holmes.

Plaintiff says his mortgage has, by reason of said failure to pay said note, become absolute. Wherefore the Plaintiff prays that the same may be foreclosed and if the judgment so to be rendered be not paid by a day to be named by the Court then that an order issue to the Sheriff of said County to sell said premises described in said Mortgage Deed and pay the said judgment from the procuds thereof.

P. R. Kerr Atty.

State of Ohio. Union County ss. W. J. Woods being sworn says the allegations in the foregoing Petition are true.

Wm. J. Wood

Sworn to before me and subscribed in my presence this 12th day of April 1879.

W. P. Hill Justice of the Peace.

Praecipe — The Clerk will issue Summons for defendants returnable according to law. Endorse amount claimed $197.75.

Summons — Afterwards on the 12th day of April A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows, viz: The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting: We command You to notify O. Holmes and Mary Holmes that they have been sued by W. J. Woods Admr of the Estate of Edward Norris in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of May A.D. 1879 the Petition of the said W. J. Woods against them filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 2nd day of April A.D. 1879. Witness my hand and the seal of said

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Court this 12" day of April A.D. 1879.

W. M. Knight, Clerk.

Sheriff's Return

The State of Ohio Union County ss. Received this writ April 12th A.D. 1879. at 6" o'clock P.M. and pursuant to its command served the same on the 17th day of April 1879 by delivering to the within named Mary Holmes a certified copy of this writ with the endorsments thereon and at the same time leaving a certified copy of this writ with the the endorsments thereon at the residence of the within named O. Holmes

Service 55¢ Mileage $1.60 Copy 40¢ Return 15¢ Total $2.70.

J. J. Miller Sheriff.

Afterward on the 15" day of September 1879. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

W. J. Woods Admr &c. vs. O. Holmes et. al. } This day this cause came on to be heard upon the Petition of the Plaintiff, and the Defendant still failing to answer or demur to said Petition and the Court being fully advised in the premises do find there is due upon the note and mortgage described in said Petition the sum of $197.17 with interest at 8% from May 1st 1877. Wherefore it is ordered and adjudged by the Court That the Plaintiff recover of the Defendant the sum of Two Hundred & seven Dollars & 07 cts and his costs taxed to $. And it is further ordered that if said Defendant fail to satisfy said judgment and costs in 5 days ~~from~~ this date then that an order issue to Sheriff of said County. commanding him to cause the property described in said Petition and mortgage to be appraised and sold as upon execution and payment to be made of said judgment & costs from the proceeds thereof.

Attest W. M. Knight, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union & State of Ohio, on the 8" day of September 1879. Heretofore to wit: on the 25" day of March 1879 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Bank of North Lewisburg vs. Orlando Wells, Elizabeth Wells, Elisha Calendar, W. W. Woods, Fullington, Phelps & Woods, Levi Hill, Philip Snider, J. S. Fleck, John K. Shaver, First National Bank of Circleville, J. L. Southard, J. L. Cline, S. G. Dennis, Benjamin Grant, Lawrence Barlow, and Robert Gibson.

} Court of Common Pleas Union County, Ohio.

The Bank of North Lewisburg says it is a partnership composed of persons doing a private Banking business in that name at North Lewisburg in Champaign County, Ohio. That on the 8" day of June 1878 the Defendants Orlando Wells & Elizabeth Wells his wife,

executed and delivered to the said Elisha Calendar a[nd] to his heirs & assigns their mortgage deed conveying to him in fee simple the following Real Estate situate in said County of Union in the State of Ohio. to-wit: "The Wells farm" so called. and being the entire 652 acre farm which Asman Wells conveyed to Orlando Wells & which Orlando Wells & wife Elizabeth conveyed to W. Woods by deed dated Dec. 27th 1875 and recorded in Vol. 42 Pages 185. 186 & 187. of Union County Ohio Record of Deeds excepting therefrom 101 30/100 Acres conveyed by said Woods & said Wells to John R Rennie by deed dated March 30th 1878. leaving 351 acres conveyed by this said Mortgage. Reference being had to said Deeds for a full description of said lands. That said mortgage so duly executed and delivered was duly recorded on the 10th of June 1878 in the Record of Mortgages of said County Ohio. in Vol. 14 Page 318 and on that day became a mortgage lien on said 351 acres of land & still is a lien thereon. That said Orlando Wells & Elizabeth Wells had prior to said 8th of June 1878 conveyed said farm to said Woods but simply for the purpose of enabling him to obtain a loan of Money for said Orlando Wells & the Court had previously thereto made a decree to that effect & said Woods had no interest therein except to secure himself & The Bank of Marysville for certain sums owing to them by said Orlando Wells. That on said 8th of June 1878 & before said Mortgage Deed was executed as aforesaid to said Calendar to said Woods executed & delivered to said Elizabeth Wells wife of said Orlando Wells a deed conveying to her in fee simple the said farm so far as he had power so to do. That there were other liens on said farm but the Amounts thereof the Plaintiff is not able to state but the persons having such claims are hereafter named. That said Calendar since transfered and assigned to the Plaintiff the said notes & Mortgage given to him as aforesaid & the Plaintiff is the legal and equitable owner of said notes & Mortgage. That no part of said notes or mortgage have been paid & there is fast due to Plaintiff from said Elizabeth & Orlando Wells the sum of fourteen Hundred Dollars with eight percent interest from April 1st 1878 as endorsed on the first of said notes which reads as follows, viz: "On the first of January 1879 I Promise to pay to Elisha Calendar or bearer, fourteen hundred dollars with eight per cent interest payable annually from April 1st 1878 for value received $1400. Jan. 8th 1878.

Elizabeth Wells. Orland Wells.

The said Mortgage Deed contained a condition of defeasance that is said Elizabeth Wells & Orlando Wells should pay their several Promissory notes dated June 8th 1878 and due Jan 1st 1879 and one due Jan. 1st 1880 & one due Jan. 1st 1881. calling for fourteen Hundred Dollars each and drawing interest at eight per cent from April 1st 1878. and payable annually then the said mortgage deed should become void. The said first note of which a copy is above given has become due and remains wholly unpaid and is the property of Plaintiff and so are also the other two notes to become due said mortgage deed has become absolute subject to the right of redemption by the payment of said sum & interest.

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The said deed by said Woods to said Elizabeth Wells though delivered was never Recorded. The following persons are ~~represented~~ to be interested in said lands & claim to have liens on said lands but the amounts & dates Plaintiffs do not know, viz: W. W. Woods, Fullington, Phillis & Woods, Levi Hill, Philip Snyder, J. S. Fleck, J. H. Shearer, First National Bank of Circleville, J. R. Southard, J. S. Cline, S. A. Dennis, Benjamin Grant, Lawrence Barlow & Reed Jones & Co. partners and therefore Plaintiffs ask that they be made defendants as well as Elizabeth Wells and Orlando Wells & Elisha Callendar. And further that a decree be given for Plaintiff for said sum of fourteen hundred Dollars & Eight per cent interest from April 1st 1878 & for an order of sale of said premises & for further proper relief by marshall, said liens &c.

Robinson & Piper Attys for Pffs.

The State of Ohio, Union County ss. E. S. Callendar being duly sworn says he is one of the firm of the Bank of North Lewisburg Plaintiff and that he believes all the allegations of the foregoing Petition are true

E. S. Callendar.

Sworn to before me and signed in my presence this 25th day of March 1879.

W. W. Knight, Clerk.

We the undersigned waive process on us and enter our appearance in the within named case.

J. R. Southard, Robert Gibson, Reed Jones & Co.
Elisha Callendar, Lawrence Barlow, Levi Hill,
By Robinson & Piper their Attys. W. W. Woods.
Fullington, Phillis & Woods, & Philip Snyder.

Praecipe

To the Clerk: Issue Summons & Endorse "Petition to foreclose mortgage & marshall liens" for Orlando Wells, Elizabeth Wells, J. H. Shearer, J. S. Fleck, and to the Sheriff of Knox County to Benjamin Grant, and to the Sheriff of Pegua County, Ohio with same endorsements.

Afterward on the 5th day of April A.D. 1879. the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio, Union County ss. To the Sheriff of Pegua County Greeting: We command you to notify The First National Bank of Circleville that they and others have been sued by The Bank of North Lewisburg in the Court of Common Pleas of Union County, and that unless they answer by the 3d day of May A.D. 1879 the Petition of the said Bank of North Lewisburg against them filed in the Clerks Office of said Court, such petition will be taken as true and Judgment rendered accordingly.

You will make due return of this summons on the 14th day of April A.D. 1879. Witness my hand and the seal of said Court, this 5th day of April A.D. 1879

W. W. Knight, Clerk.

Seal

Sheriff's Return

Received this writ April 8th 1879. April 12th 1879. I executed the command thereof by delivering a certified copy of this writ with the

endorsments thereon to Otis Ballard personally he being the Cashier of the within named Defendant The First National Bank of Circleville Ohio. Service 35c Mileage 20c Copy 25c Dock & Stamp 25c Return 25c Total $1.30

C.P. Hartinger Sheriff of Pigua Co. O.
By John Schleyer Deputy.

Answer of Benj. Grant

On the 5th day of April A.D. 1879. the following Summons was issued by the Clerk of said Court which reads as follows, viz:

The State of Ohio Union County ss. To the Sheriff of the County of Greeting: We command you to notify Benjamin Grant that he and others have been sued by The Bank of North Lewisburg in the Court of Common Pleas of Union County, and that unless he answer by the 3rd day of May A.D. 1879. the petition of the said Bank of North Lewisburg against them filed in the Clerk's Office of said Court, such Petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 14th day of April A.D. 1879.

Witness my hand and the seal of said Court, this 5th day of April A.D. 1879.

Seal

W.M. Wright, Clerk.

Sheriff's Return.

The State of Ohio. Union County ss. Received this writ April 6th A.D. 1879. at 3 o'clock P.M. and pursuant to its command served the same on the within named Benjamin Grant by delivering to him a true copy of this writ April 9th A.D. 1879. Service 35c Mileage 20c Copy 40c Return 35c Entry & Postage 20c Total $1.50.

John T. Guy. Sheriff of Union County, Ohio.

Summons

On the 5th day of April A.D. 1879 the following Summons was issued by the Clerk of said Court which reads as follows, viz: The State of Ohio. Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify Orlando Wells, Elizabeth Wells, J.H. Shearer & J.S. Fleck. that they and others have been sued by Bank of North Lewisburg in the Court of Common Pleas of Union County, and that unless they answer by the 3d day of May A.D. 1879. the Petition of the said Bank of North Lewisburg against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 14th day of April A.D. 1879. Witness my hand and the seal of said Court. this 5th day of April A.D. 1879.

Seal

W.M. Wright, Clerk.

Sheriffs Return

The State of Ohio. Union County ss. Received this writ April 7th A.D. 1879. And pursuant to its command served the same April 9th 1879. by delivering a certified copy thereof with the endorsements thereon to the within named Elizabeth Wells. J.H. Shearer. J.S. Fleck. Also by leaving a certified copy thereof with the endorsments thereon at the residence of the within named Orlando Wells. Service 95c Mileage $1.00 Cop. 80c Return 15c Total $2.90

J.J. Miller Sheriff
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Afterward on the 19th day of April 1879 the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Answer of Benj. Grant

The Bank of North Lewisburg }
vs } In the Court of Common Pleas of Union County Ohio.
Orlando Wells et al } }

The Defendant Benjamine Grant now comes and for his answer to the matters and things alleged in the Plaintiffs Petition says: That he has no personal knowledge of the matters therein alleged and demands proof of the same: This Defendant further says that whatever lein the Plaintiff may have on the Real Estate in the Petition described the said lein is inferior to the lein of this Defendant: Defendant further says: that on the 26th day of April 1875. Orlando Wells one of the Defendants named in this action executed and delivered to the Defendant his promisory note of which the following is a copy: "$3000. Marysville, Ohio. April 26th 1875."

"One year after date for value recvd I promise to pay to Benjamine Grant or order the sum of Three Thousand Dollars with interest at 8% per annum from date until paid."

"Orlando Wells"

Said Note is endorsed as follows. May 4th 76 Int. pd. to Apl. 26th 1876. May 22/1877. Recd interest on this note $240. for one year to Apl. 26 1877. May 23/1878. Recd the interest on this for one year to April 26. 1878.

On the 1st day of May 1875. in order to secure the payment of said note the Defendant Orlando Wells and Elizabeth Wells his wife executed and delivered to said Benjamine Grant their mortgage deed and thereby conveyed to sar Grant his heirs & assigns the following Real Estate, situated in the County of Union in the State of Ohio and in the Virginia Military District. Survey No 4404. and bounded and described as follows, viz: Beginning at a Sycamore and Elm on the South bank of Mill creek, corner of Samuel Ridys land and in the east line of Survey No 4404 of which this is a part: Thence with said Survey line N. 12° W. 37 poles to the corner of Isaac Sanafits lands; Thence S. 80° W. 118 poles to a large oak, corner of said Sanafits tract; Thence N 12° W. with another line of Sanafits land to two small beeches and a sugar tree: Thence S. 80° W. 175 poles to a stake, witness a beech, corner to W.M. Baughns land: Thence N. 80° E. 13 poles to a stake N.E. corner of W. Glasshills land: Thence S. 28° W 48 poles to a stake; Thence S. 72° W. 24 poles to a rock in the center of the creek in the line of said Glasshill and N.W. corner of John Dixons land: Thence meandering with the creek to said Dixons N.E. Corner: Thence N. 11° W. 12 poles and 13 links to an elm on the south bank of Mill creek: Thence down the creek with the meanderings thereof to the place of beginning, containing Five Hundred acres, to be the same more or less. Also the following premises being part of Survey No. 4404. Beginning in the center of the Belle fountaine & Columbus Pike and in the line of the 130 acre tract conveyed to said Osmond Wells by Wm Bond; Thence with that line to a stake on the south west bank of Mill Creek - Thence with said Wells line N. 68½° E. 29 7/10 poles to a sugar and a swamp buck Thence with said Wells line and the line of Orlando Wells N. 2° E. 60 poles

to a stake and Sugar stumps corner to Osmond Wells; Thence with his line S 24½° W. 43 Poles to a stake, Thence S. 43° W. passing a large rock in Mill Creek, corner to Orlando Wells and John Dixons land at 22 Poles) to the center of said Bellefountaine, Columbus Pike: Thence with the center of said pike to the place of beginning, containing 22 acres to be the same more or less being the same premises conveyed by Elisha Wells and wife to Osmond Wells by deed recorded in Book 22 Page 75 of Deed Record of Union County, Ohio. Also the following premises, situate in said County of Union and in said Survey No #404 to-wit: Beginning at a stake, witness a swamp beech and Sugar tree on the N.E. bank of Mill Creek. Thence N. 80° E. 73 poles to a stake & stone: Thence N. 11° W. 64 poles to a stake, witness a beech. Thence S. 80° W. 101 poles to a white oak stump on the pike running from Bellefountaine to Columbus. Thence S. 25° W. 202 poles to a stake & stone witness two hickories both dead. Thence S. 65° E. 68 poles to a stake, witness a beech. Thence N. 25° E. 26 poles to a stake; Thence S. 65° E. 42 poles to a stake. Thence N. 25° E. 137 poles to the place of beginning, containing One Hundred and thirty acres to be the same more or less, except a lot containing one acre for a grave yard on the aforesaid Pike.

The said Benjamine Grant says: that said mortgage deed had a condition thereunder written whereby it was provided that if the said Orlando Wells should well and truly pay or cause to be paid to said Benjamine Grant or order the sum of Three Thousand Dollars on One year after date with interest at eight per cent payable annually, then said mortgage deed should become void, otherwise to be and remain in full force. On the first day of May 1875: at 2 oclock P.M. was delivered said mortgage to the Recorder of Union County Ohio. and by said Recorder entered on Record on the 1st day of May. 1875 in Book No. H Page 377

Said Benjamine Grant says there is due and remaining unpaid on said indebtedness from the said Orlando Wells the sum of Three Thousand Dollars with interest at Eight (8) percent from April 26th 1878. This Defendant further avers and claims that his said mortgage is the first and best lien upon the Real Estate herein described. The Defendant further says that the last described piece of Real Estate has been released as he now recollects but that his mortgage is in full force and effect as against all the other Real Estate herein described. This Defendant further says that in the event of the Court ordering the sale of the Real Estate upon the Plaintiffs petition that the proceeds of said sale or so much thereof as may be required to be applied in the payment of this defendants mortgage lien.

H. H. Grow for Deft. Grant.

The State of Ohio. Union County ss. Benjamine Grant being first duly sworn says that the facts stated and allegations made in his foregoing answer are true as he verily believes.

Benjamine Grant.

Sworn to before me and signed in my presence this 17th day of April A.D. 1878.

F. C. Lewis Notary Public Knox Co. O.

Answer of Orlando Wells.

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Answer of Orlando Wells

Afterward on the 3d day of May 1879. the following Answer was filed with the Clerk of said Court which reads as follows. viz:

Bank of North Lewisburg }
vs. }
Orlando Wells et als. } Now comes Orlando Wells and for his separate answer to said petition of Plaintiff says: That the mortgage deed specified and sued on this case was for the settlement of certain Judgments the said Plaintiff held against the Defendant which had been obtained in the Court of Common Pleas of Union County, Ohio. This Defendant charges that there was no other consideration for said mortgage than said Judgments.

And Defendant says that there was a large amount of illegal and usurious interest included in and making up the sum of the consideration of said mortgage the exact amount of which he is not able to state. But he charges that there was a large amount of usurious interest in the original claims upon which the old Judgments were based. And he charges that the books of the Plaintiffs will show the exact condition of the accounts and notes which formed the pretended consideration for the Mortgage now sued on. And this Defendant asks that the Plaintiff may be required to reply making an exact statement of the different transactions out of which the pretended consideration of said mortgage arose showing the amounts of interest charged on the different items composing the pretended consideration therefor.

And this Defendant asks that an account may be taken of the exact amount due from the Defendant to the Plaintiff after deducting the usurious interest contained therein and for such other and further relief as equity may require.

Coles for Plaintiff.

State of Ohio, Union County ss. Orlando Wells being sworn says the facts stated and the allegations made in the foregoing Answer are true as he believes.

Orlando Wells.

Sworn to before me and signed in my presence this 3d day of May 1879.

W. W. Knight, Clerk.

Answer of Elizabeth Wells.

Afterward on the 3d day of May 1879. the following Entry was made on the Journal of said Court which reads as follows viz:

Bank of North Lewisburg. }
vs. } Court of Common Pleas Union Co. O.
Orlando Wells. et. als } Now comes Elizabeth Wells. one of the Defendants and for her separate answer to said Petition of Plaintiff says she is a married woman and the wife of Orlando Wells one of the other Defendants hereto. She says she is the owner in her own right in fee simple of the land described in the mortgage in this case. She says that she never secured any consideration individually

for signing said mortgage. That the pretended consideration for said mortgage was claims and judgments against the said Orlando Wells rendered without her knowledge or consent. and that she had no agency in Contracting said pretended debts against the said Orlando Wells. and she is now informed and charges the fact to be that said mortgage was made up of old claims aforesaid against the said Orlando Wells which contained a large amount of usurious and illegal interest. That a large amount of illegal interest was charged at the rate of 12% per annum thereon as she is informed and charges. This defendant says further, that she has not the means of stating the exact amount of illegal int. thereon. But says the books of the Plaintiff will show the exact condition of the whole transaction from the beginning as she believes. and charges. or set out of a large amount thereof. And she asks that the said Plaintiff may be required to reply and state fully and exactly the different amounts of money secured by the said Orlando Wells from the said Plaintiff which he claims as the consideration of this mortgage with the exact time that said sums was advanced with the rate of interest charged. This Defendant therefore prays that an account may be kept of the just amount due from the said Orlando Wells to the Plaintiff after deducting all usurious interest. And that this defendant may have such other and further relief as may be equitable.

Coles for Defendant.

State of Ohio, Union County ss. Elizabeth Wells being sworn says that the facts stated and allegations in her foregoing answer are true as she believes.

Elizabeth Wells.

Sworn to before me and signed in my presence this 3d day of May 1879.

A. H. Brightler Notary Public.

Afterward on the 7th day of May 1879 the following Reply was filed with the Clerk of said Court which reads as follows, viz:

Reply.

Bank of North Lewisburg
vs.
Orlando Wells et als.

Court of Common Pleas Union County, Ohio.

The said Plaintiff for reply to the answer of Elizabeth Wells says it denies each and all of the allegations of said Answer. 2d The said plaintiff further replying says: the said Orlando Wells was up to the 8th of June 1878. when said notes and mortgage in the petition described were executed, the equitable owner of said lands in said petition described and the said W. W. Woods held the legal title thereto but by the decree of this Court in a certain cause then pending in this Court wherein said Plaintiff was Plaintiff and said Orlando Wells et said Woods et al others were defendants. the said Woods was decreed to hold said title only in trust to secure what said Orlando Wells then owed said

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Woods & for no other purpose. That at same date said Defendant O. Wells owed four judgments to Plaintiff rendered in this Court against said Orlando Wells to-wit: One for $1166 36/100 & costs rendered Oct. 18th 1873. One for $266.50 rendered in favor of James Carter. One for $252.76 rendered in favor of O. H. Wells & Co. & One for $317 14/100 rendered in favor of James Carter against said Orlando Wells & J. N. Henderson all amounting with interest to said date without costs to $75 39 14/100 and all of which prior thereto were assigned to Plaintiff and owned by it. That said Plaintiff & said Orlando Wells & said Woods mutually at said June 8th 78. settled all of said judgments & said cause to marshall said liens & the Plaintiff agreed with said Orlando Wells & said Elizabeth Wells & said Woods that if said Orlando and Elizabeth would then give to Plaintiff the notes and mortgage described in said petition that Plaintiff would take the balance of said $75 39 14/100 in notes on other parties and said Woods should execute to said Elizabeth Wells a deed for said lands. That said Orlando Wells & Elizabeth Wells made said agreement & said Plaintiff accepted and received for all of said judgments except costs & said Woods made his release deed to said Elizabeth Wells for said lands & they executed said notes and mortgage & delivered said notes on other parties and all of the said papers were delivered at the same moment, as one transaction. The deed to said Elizabeth Wells being delivered to J. N. Robinson for her and which he did afterward deliver to said O. Wells for her. That the said Orlando Wells prior to said last settlement claimed usurious interest in said judgments & at the time said last settlement was made all claims to such interest were compromised & settled & by the said mutual settlement in consideration that Plaintiff took said notes on other parties at the rate agreed upon as a credit on said judgments & accepted said new notes & mortgage to be secured by said Elizabeth Wells by mortgage on said lands then conveyed to her as aforesaid. They released and abandoned all further claim for usurious interest thereon And the Plaintiff says the said Elizabeth Wells received the said deed without any other consideration whatever and the same was so given her by said Woods at the request of Orlando & Elizabeth Wells with the Plaintiff's consent to more fully secure said claims & to more fully secure her in case of future misfortunes but she neither paid or promised to pay any consideration therefor other than the signing said notes & mortgage in said petition described & the Plaintiff says the said Elizabeth Wells is stopped from now denying the justice of said notes and mortgage. The settlement aforesaid was at the last term of this Court entered on record & is in full force.

Robinson & Piper Attys

The State of Ohio Union County ss. J. N. Robinson being duly

sworn says he is one of the attorneys of Plaintiff in the foregoing case. That he personally knows all the facts refered to he did Reply & that the business was transacted in his presence and the same is within his personal knowledge and he believes all of said allegations are true.

J. W. Robinson.

Sworn to before me & signed in my presence this 7th day of May 1879.

W. W. Knight Clerk.

Afterward on the 7th day of May 1879 the following Answer was filed with the Clerk of said Court, which reads as follows.

Answer of Philip Snyder

Bank of North Lewisburg } vs. Orlando Wells, et. als } Union County, Court of Common Pleas.

Now comes the said Defendant Philip Snyder and for his separate answer says: That on the 16th day of January A.D. 1877. he bought at tax Sale the lands described in Plaintiffs Petition which sale was duly advertised by the Auditor of Union County in the Marysville Tribune a news paper of general circulation in said County of Union. And on said 16th day of January A.D. 1877 paid as tax the sum of $10.29/100 that being the whole amount of tax, then due thereon. Afterwards on the 31st day of December 1877 he paid as tax the further sum of $103.72 further on the 8th day of July 1878 said Defendant Snyder paid the further sum of $98.28 as tax on said lands. Afterwards on the 3d day of Febuary A.D. 1879. said defendant paid the further sum of $93.40 as tax on said lands. That afterwards on the 27th day of January The Auditor of Union County made the said Philip Snyder a deed of the said land as described in Plaintiffs Petition said deed costs the Defendand $1.25 for making of the same. and for recording the same $1.00

Defendant further says that said lands when sold by said Auditor were sold as the lands of J. W. & W. Woods.

The Defendant Philip Snyder therefore prays that upon the final sale & disposition of said lands that he may have his said sums of money so paid for tax on said lands with the interest thereon as follows, to-wit:

On $10.29 from Jan. 16th 1877. On 103.72 from Dec. 31st 1877. On $98.28 from July 8th 1878. On $93.40 from Jan. 3d 1879. On $2.25 from Febuary 1st 1879. And for his legal penalties so fixed by law at twenty five per cent amounting to $17.61 & costs and for all proper relief.

Kingt Kennedy Attys.

The State of Ohio, Union County ss. Philip Snider being first duly sworn says that the facts stated and the allegations made in the foregoing Answer are as he believes true.

Philip Snider

Answer of Gross Ret. & J. S. Flick.

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Sworn to by the said Philip Snider and by him subscribed before me this 7th day of May A.D. 1879.

W. M. Winget, Clerk.

Afterward on the 9th day of May 1879. the following Answer was filed with the Clerk of said Court which reads as follows viz:

Answer & Cross Pet. of J.S. Fleck.

The Bank of North Lewisburg }
vs. } Court of Common Pleas. Union County O.
Orlando Wells et als. }

Now comes John S. Fleck one of the Defendants and for his answer and cross petition says: That this his cause of action is founded upon a judgment taken before J. S. Mahaffey. Justice of the Peace for Liberty Township. Union County Ohio. on May 7th 1876. for Thirty 24/100 Dollars a transcript was taken from said Docket of J. S. Mahaffey. and the same filed by the Clerk of Court of Common Pleas Union County, Ohio. and placed on the execution Docket J. P. 166. And thereupon the said John S. Fleck. the sum of Thirty & 24/100 Dollars with interest from May 9th 1876. the amount named in said judgment. For which sum the Defendant John S. Fleck. asks judgment and order of sale.

R. K. Woodburn Att.

State of Ohio. Union County ss. John S. Fleck being duly Sworn says. That the facts stated and allegations in his foregoing answer & Cross Petition are true as he verily believes.

John S. Fleck.

Sworn to and subscribed before me this 9th day of May 1879.

W. M. Winget, Clerk.

Afterward on the 10th day of May 1879. the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. Bank of North Lewisburg }
vs. } This day came this cause to be heard
Orlando Wells. et. als } on demurrer to the 2d defense & Plaintiffs
Reply whereupon the Court being fully advised in the premises. do overrule said demurrer to which Defendant excepts. Thereupon Defendant Elizabeth Wells made showing for continuance which is granted at her costs with leave to her to file amended answer in twenty days. It is therefore considered and adjudged by the Court. That said Plaintiff recover of said Defendant the costs of this term taxed at $ =

Afterward on the 19th day of March 1880. the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. Bank of North Lewisburgh }
vs. } This day came the parties and
Orlando Wells. et als } submitted this cause to the Court.
Whereupon the Court find for the Plaintiff that there is due Plaintiff on said mortgage in petition described the two notes first to become due with interest as therein alleged & that Ord years interest on the 3d

note was due April 1st 1879. & that the Principal of the 3d note
is not yet due & on accounting the interest the Court find
there was due the 16th of March 1880 due as principal & interest to Plaintiff
on said mortgage which is a valid lien on said land in Petition
described the sum of $3369 as per estimate filed. and that the 3d note
with 8% intrust from April 1st 1879. On $1400 will become due Jan. 1st 1881 no
penalty assessed. Therefore it is ordered adjudged & decreed that unless Eliz-
abeth Wells shall pay or cause to be paid the said sum of $3369. with
8 percent intrust on $2000 from March 16th 1880 & at 6% on $369 from same
date & costs of suit. within four months then that an order of sale
shall issue to the Sheriff of this County who is appointed special
master for that purpose commanding him to proceed to appraise
advertise & sell said premises according to law. to pay said sum
due & to become due. And as to the 3d note of $1400. with intrest from
April 1st 1879. at 8% This cause is continued to be paid out of the
proceeds of sale & as to all claims of the other defendants except
Benjamine Grant. this cause is continued. And as to the
Cross Petition of Benjamine Grant the Court find that there is due to
him as alleged in said Cross petition the sum of $300. with 8% intrest
payable annually from April 26th 1878. which is the first lien on said
land by the mortgage given by Orlando & Elizabeth Wells. no penalty
assessed. It is therefore considered, ordered & adjudged by the
Court that unless said Defendants payer cause to be paid said
$3000 with 8% intrest payable annually from April 26th 1878. within
thirty days that an order of sale is due to the said Sheriff as
special master commanding him to appraise advertise & sell
said premises according to law to satisfy said claim. And the
Court further order that a special mandate issue to the Court
of Common Pleas of this county to carry this decree into execution

Attest. W. H. Winget, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common
Pleas begun and held at the Court House in the town of Marysville
within and for the County of Union & State of Ohio. on the 3d day of May
1880. Heretofore to wit: On the 1st day of May 1880 the following Petition
was filed with the Clerk of said Court which reads as follows viz:

Stephen Cranston as Admr. }
of Phoeba Benton Dcd. }
Petition } vs. } Court of Common Pleas. Union Co. O.
J. Smith Alexander et al & A. Alexander }

The Plaintiff says: On or about the
30th day of Aug. A.D. 1879. he was duly appointed & qualified. And letters
of administration were granted to him as administrator of the Estate
of Phoeba Benton thereto fore deceased. by the Probate Court of Union County
Ohio. The said Phoeba Benton was at the time of her decease the owner
of a certain promisory note, a copy of which is here to attached and made
a part here of. marked "A" and there is now due to Plaintiff as said
Administrator from said Defendants the sum of Six Hundred
& Seventy five & 15/100 Dollars with intrest from the first day of August 1879.

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At 10% upon said Note. On the 13th day of March A.D. 1877. The Defendants J. Smith Alexander & C.A. Alexander, his wife, to secure the payment of said note, executed and delivered to Hiram Benton, the payee named in said note, their mortgage deed and thereby conveyed to the said Hiram Benton his heirs and assigns the following lands and tenements situate in said County of Union and described as follows, to-wit: In the town of Marysville in said County of Union. All of Out Lot No. 77. in said Village. be the same more or less but subject to all legal highways. The condition contained in said mortgage was in substance: That whereas the said J. Smith & C.A. Alexander have executed and delivered to the said Hiram Benton their Note dated March 13th 1877. calling for $358.00 payable Aug 1st 1878. at 10% interest. Now if the said J.S. & C.A. Alexander, their heirs & assigns, executors or Administrators, shall well and truly pay the aforesaid promissory note according to the tenor thereof to the said Hiram Benton, his heirs & assigns the above deed shall be void, otherwise it shall remain in full force & virtue in law. On the 22d day of March A.D. 1877. at 8¾ o'clock A.M. the said Mortgage was delivered to the Recorder of said County, to be by him entered on record, and was recorded on the 24th day of April A.D. 1877. The said Deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Six Hundred & Seventy five & 15/100 Dollars with interest at 10% from the 1st day of August 1876 from the Defendants to the said Plaintiff as said Administrator

The said Note was executed by said defendants to the said Hiram Benton, who has since died intestate leaving said Phoeba Benton his widow & sole heir at law, and leaving no child, and Merlin Benton was duly appointed administrator of the estate of said Hiram Benton deceased, By the Probate Court of Delaware County Ohio, and fully settled the said estate and paid all its debts before the commencement of this action, and after paying all of said debts, delivered to said Phoeba Benton the said Note and mortgage with her consent as a part of her estate, and she accepted the same as a part of said estate and thereby became the owner thereof, and she remained the owner thereof from that time and at her decease. The following endorsement is on said Note. "Received on the within interest in full up to Aug. the 1st day 1877" The Plaintiff asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said debt, and execution awarded for the balance above stated.

Copy marked "A" Note

"$358.00 Marysville, March 13th 1877.

On or before Aug. 1st 1878. after date, We promise to pay to the order of Hiram Benton Five Hundred & Fifty eight Dollars at 10% from date. payable Aug 1st 1877. And Aug 1st 1878. Value Received.

Signed. J. Smith Alexander. C.A. Alexander.

P.B. Cole & Son Attys for Pltiff.

State of Ohio Union County ss. P.B. Cole being sworn says that he is one of the Attorneys of the Plaintiff in the above entitled case

duly authorized in the premises, and that the foregoing pleading is founded upon a written instrument for the payment of money and said instrument is in ~~his~~ possession as such attorney.

J. B. Cole.

Sworn to and subscribed before me this 1st day of May 1880.

R. L. Woodburn Notary Public.

Afterward on the 1st day of May 1880 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio. Union County ss. To the Sheriff of the County of Union Greeting

We command you to notify J. Smith Alexander and C. A. Alexander that they have been sued by Stephen Cranston Jr. Admr. of the estate of Phoebe Benton, deased. in the Court of Common Pleas of Union County, and that unless they answer by the 29th day of May A.D. 1880 the petition of the said Stephen Cranston Jr. Admr against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 10th day of May, A.D. 1880.

Witness my hand and the seal of said Court, this 1st day of May A.D. 1880.

Seal

R. M. Knight, Clerk.

Sheriff's Return

The State of Ohio. Union County ss. Received this writ May 1st 1880 at 3 o'clock P.M. and pursuant to its command served the same on the 8th day of May 1880 by leaving at the residence of each of the within named J. Smith Alexander and C. A. Alexander a certified copy of this writ with the endorsements thereon Service 0.50

Mileage 10 Co 30 Total $.45.

J. J. Miller Sheriff

Afterward on the 7th day of June 1880 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry

Stephen Cranston as Admr of Phoebe Benton Deceased.

vs.

J. Smith Alexander et al

Court of Common Pleas. Union County ss.

Petition

Now came the plaintiff herein and Defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true and find that there is due to Plaintiff from the Defendants J. Smith & C. A. Alexander, on the promisory note set forth in the petition the sum of Two Hundred & Seventy Nine & 39/100 Dollars ($279 39/100) That the Defendants J. Smith Alexander and C. A. Alexander his wife, executed and delivered to Hiram Benton Deceased the mortgage deed in the petition described and on the premises therein described. that said mortgage was duly recorded in Book 13. Page 235 of the Records of Mortgages of Union County and is a valid lein on the premises described in the petition.

That said Hiram Benton has since died intestate leaving said Phoebe Benton his widow and sole heir at law. That after the decease of said Hiram Benton and the settlement of his estate and payment of all the debts thereof the said note and mortgage were

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by his Administrator and with her consent delivered to said Phoebe Beaton as a part of her estate as sole heir of said Hyam Beaton. That said Phoebe Beaton has since deceased. And that the Plaintiff as her duly appointed & qualified administrator has become into possession and is entitled to collect said claim as a part of her estate. The Court further find that the condition of defeasance in said mortgage has been broken and that the said Plaintiff is thereby entitled to have the said Defendants equity of redemption foreclosed. It is therefore considered & decreed that unless the said Defendants shall within 10 day from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to said Plaintiff the sum of Two Hundred & Seventy Nine & 87/100 ($279.87/100) Dollars with interest from June 18th 1880. thereon according to the tenor of said mortgage and the Defendants equity of redemption be foreclosed. and said premises shall be sold. and an order of sale shall issue therefore to the Sheriff of Union County. directing him to sell said premises as upon execution and bring the proceeds into Open Court for further order.

Attest. W. W. Knight, Clerk.

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville. within and for the County of Union & State of Ohio. on the 13th day of September 1880 Heretofore, to-wit. on the 27th day of April 1880 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Aaron P. Robinson
vs.
Samuel Rayford and
George Eader

} Court of Common Pleas Union County Ohio.

The said Plaintiff complains of the Defendants and says: that on the 22d day of April 1875 the said Samuel Rayford executed and delivered to A. F. Wilkins his mortgage deed and thereby conveyed to said Wilkins & his assigns the following described Real Estate Situate in the Township of Taylor in the County of Union & State of Ohio. & Bounded and described as follows: Beginning at two Sugars & a beech in the line of P. Snider and southwest corner to G. W. Mecker; thence with his west line N. 11 W. 57 poles to an Ironwood, Elmwood & Beech North west corner to G. W. Mckennie the North original line of Survey No. 4405; thence with said line S 81. W. 78 3/5 poles to an Elm. Sugar & beech. North East corner to J. R. Farrington; thence with his East line S. 15. E. 57 poles to two Beeches & Sugar in the North line of said P. Snider; thence with said line N. 81. E. 95 10/100 poles to the beginning containing 34 1/3 acres more or less part of Survey No. 4405.

That said mortgage was made to secure the payment of Seventy four & 87/100 Dollars with the interest thereon at 8% from the 22d day of April 1875. That no part of said sum of money

has been paid although the same was made payable & became due six months after the date thereof April 22d 1875. which time has long since elapsed. That said mortgage claim is now the property of Plaintiff for a valuable consideration and that there is due the Plaintiff from the Defendant by reason of the premises the sum of Seventy four 70/100 dollars with 8% interest from April 22d 1875 That since the execution of said mortgage the said Defendant Rayford has conveyed to the Defendant George Coder the above described Real Estate and said Coder now claims to own said land in fee simple. That the conditions of said mortgage are broken and the said conveyance is now absolute & the conveyance to Coder was subject to the mortgage lien of Plaintiff. Therefore Plaintiff asks for an order of sale against the defendants for said land described & a decree of the Court for the sum of Seventy four 70/100 Dollars with 8% interest from April 22d 1875 and for such other relief as is right & proper.

A. B. Robinson Plaintiff.

The State of Ohio. Union County ss. A. B. Robinson being first duly sworn says he is Plaintiff that he believes the foregoing statements are true.

A. B. Robinson.

Sworn to before me by A. B. Robinson & by him subscribed in my presence this 24th day of April 1880.

W. M. Knight, Clerk.

Praecipe — Clerk: Issue Summons for George Coder directed to the Sheriff of Union County. Ohio & for Samuel Rayford directed to the Sheriff of Franklin County Ohio. and Endorse Amount claimed $74.70 & 8% interest from April 22d 1875. foreclosure of mortgage.

Afterward on the 24th day of April A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify George Coder that he and another Rayford have been sued by A. B. Robinson in the Court of Common Pleas of Union County, and that unless he answer by the 22d day of May A.D. 1880 the petition of the said A. B. Robinson against them filed in the Clerks Office of said Court, such Petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 3d day of May A.D. 1880. Witness my hand and the seal of said Court this 24th day of April A.D. 1880.

W. M. Knight, Clerk.

Sheriffs Return — The State of Ohio. Union County ss. Received this writ April 24th A.D. 1880. at 5 o'clock P.M. and pursuant to its command served the same on the 1st day of May 1880 by delivering a certified copy thereof with the endorsements thereon to the within named George Coder. Service 35c Mileage 70c Copy 25c Total $1.30

J. J. Miller Sheriff.

Summons — The State of [illegible] Greeting: [illegible] another hav[illegible] Pleas of Un[illegible] May A.D. 18[illegible] in the Cler[illegible] toy and [illegible] Your wit[illegible] 1880. day of April

Sheriffs Return. — The State [illegible] Pursuant to [illegible] a true co[illegible] a true copy [illegible] Stamp, 03c [illegible]

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Plea[illegible] of Comm[illegible] the Court [illegible] the 13th day [illegible] ing Petition

Afterward on the 24th day of April A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows viz:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Franklin Greeting! We command you to summon Samuel Rayford That heretofore have been sued by A. B. Robinson in the Court of Common Pleas of Union County and that unless they answer by the 3d day of May A.D. 1880 the Petition of the said A. B. Robinson against them filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 3d day of May A.D. 1880. Witness my hand and the seal of said Court this 24th day of April A.D. 1880.

W. M. Wright Clerk.

Sheriff's Return. The State of Ohio Franklin County ss. Received this writ April 26th A.D. 1880 and pursuant to its command served the within named Defendant with a true copy of this writ with all the endorsement thereon by leaving a true copy at his usual place of residence. Service 30¢ Mileage 36¢ Exp. 20¢ Stamp .03¢ Total $1.09

John H. Rickenbacker Sheriff
By C. J. Hutson Deputy.

Afterward on the 27th day of September 1880 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. A. B. Robinson vs. Samuel Rayford et al. } This day came the Plaintiff by his Attorneys and the Defendants came not but made default herein, And thereupon this cause came on to be heard & was submitted to Court & the Court being fully advised in the premises do find for the Plaintiff and find that there is due Plaintiff from the Defendant Rayford the sum of One Hundred & Six & 00 Dollars with interest at 8% & that said sum of money is a mortgage lien on the land described in Plaintiff's Petition and that said lands ought to be sold to pay the same. It is therefore considered ordered, adjudged & decreed by the Court that said Plaintiff recover of the Defendant Rayford the said sum of One Hundred & Six & 00 Dollars & interest at 8% and costs herein expended taxed to $. And that if said Defendant fails for the period of ten days from the rising of this Court to pay said sum with the interest & costs that an Order of Sale issue to the Sheriff of Union County, Ohio, who is made a Master Commissioner for that purpose, Commanding him to sell the lands described in said Petition according to law & report his proceedings herein to this Court.

Attest W. M. Wright, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union State of Ohio on the 13th day of September 1880. Held for term on the 13th day of Sep. 1880. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Florence Vangordon
vs.
Silas Vangordon

In the Court of Common Pleas. Union Co. Ohio.

Your Petitioner Florence Vangordon of the County of Union represents that she has been a resident of the State of Ohio for the year last past and is at present a Bona Fide resident of said County of Union. Your petitioner further represents that on or about the 2d day of October A.D. 1873 at the County of Union and State of Ohio she was married to one Silas Vangordon whom she prays may be made party Defendant to this Petition and as the result of said marriage there has been born the following named Children to-wit: Ada V. Vangordon aged 5 yrs. past. Lillie M Vangordon aged 1 year past. and the said children are now residing with the petitioner and have ever since the separation. She further says she has conducted herself ever since said marriage Toward the said Silas Vangordon as a faithful and obedient wife. Yet the Petitioner avers that the said Defendant disregarding his duties as a husband toward your petitioner, has been guilty of gross neglect of duty, extreme cruelty, that this petitioner has had to wash and sew whereever she could get work to support her and her infant children that he would not provide the necessarys of life for her and her said children. Without any cause or justification therefor on the part of said Petitioner. Your petitioner therefore prays that the said Silas Vangordon may be made a party Defendant to this suit, that she may be divorced from said Silas Vangordon for the reasons above stated, that she may be allowed reasonable alimony and for all other and Proper relief.

Cannon & Benton. Attys.

The State of Ohio. Union County ss. Florence Vangordon who being first duly sworn according to law says she is the plaintiff in this case and that the facts stated and allegations made in the foregoing Petition are true as she verily believes.

Florence (her mark) Vangordon.

Sworn to by Florence Vangordon and signed by her in my presence this 28 day of February 1880.

(Seal) J. K. Sug Justice of the Peace.

Praecipe. To the Clerk Issue Summons in this case to the Sheriff of Union County directed to the Defendant and with copy of Petition

Afterward on the 13th day of September A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons The State of Ohio. Union County ss. To the Sheriff of Union County. You are hereby commanded to notify Silas Vangordon that Florence Vangordon has filed in the Office of the Clerk of the Court of Common Pleas of Union County and State of Ohio a Petition (a copy of which is herewith served on him) charging him with gross neglect & extreme cruelty and asking that she be divorced from him and that she have reasonable alimony and for other proper relief. Said Petition will stand for hearing during the term of said Court next ensuing.

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and six weeks from and after the service of this writ. You will make due return of this Summons on the 27th day of September A.D. 1880. Witness my signature as Clerk of the said Court of Commons Pleas and the seal of said Court at Marysville this 13th day of September A.D. 1880.

(Seal) W.W. Winget Clerk.

Received on the 14th day of September A.D. 1880 and on the 22d day of September A.D. 1880 I served the same by leaving a true copy thereof, at the residence of the within named Silas Vaugordon. Service 35¢ Copy 20¢ Mileage 50¢ Total $1.05

J.J. Miller Sheriff By Dyer Reed Deputy.

Afterward on the 24th day of January 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Florence Vaugordon }
vs
Silas Vaugordon. } This day this cause came on to be heard and the Defendant being in default for answer or demurrer, and the Court upon hearing the Evidence find that the Plaintiff at the time of filing her Petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a fona fide resident of the County of Union and that the Parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the Plaintiff is entitled to divorce as prayed for. It is therefore ordered & adjudged by the Court that the marriage contract heretofore existing between the said Florence Vaugordon and Silas Vaugordon and the same hereby is dissolved and both parties are pleased from the obligations of the same. It is further ordered & adjudged by the Court the said Florence Vaugordon recover from the said Silas Vaugordon her costs herein expended to and at $. and execution is awarded.

Attest W.W. Winget. Clerk.

Pleas before His Honor John L. Porter Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 12th day of September 1881 Heretofore, to wit: on the 1st day of August 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

A.V. Kennedy as Executor of the last Will & Testament of Alfred V. Morse dec'd } Court of Common Pleas Union County, Ohio.

vs.

David Watson & A.A. Woodworth

Plaintiff says:

That on or about the 17th day of April A.D. 1877 the said Alfred V. Morse died leaving a will; which was duly admitted to Probate and Record, by the Probate Court of Union County, Ohio, and letters Testamentary were thereupon issued to the Plaintiff, A.V. Morse, the executor named in said will, by said court, and the plaintiff and said G.F. Morse thereupon duly qualified; That on the 2nd day of March A.D. 1880 the said G.F. Morse filed in the said Probate Court of Union County, Ohio, his final settlement as such executor together with a resignation of said Trust, leaving this plaintiff as the Sole executor of said will;

This action is founded upon a promisory note for the payment of money only of which the following is a copy:

"No 16 December 23d 1869

For value received, Twelve months after date we or either of us promise to pay Alfred V. Morse or bearer, Fifteen Hundred & Fifty Five Dollars, with use at eight per cent. per annum.

David Watson A.A. Woodworth Security.

Indorsed: "August 27th 1870 Interest paid up to this date" Dec the 8th 74 Received on the within Note Six Hundred Dollars" "Feb. the 20th 1875 Rec'd on the within note Five Hundred Dollars" "April the 12th 1876 Received on the within note Sixty Dollars" "Jan. the 17" 1877 Received on the within note Four Hundred Dollars"

There are no other credits thereon. The Plaintiff as executor as aforesaid is now the legal owner and holder of said note, and there is due from said Defendant David Watson as principal and said A.A. Woodworth as surety to said plaintiff as such executor, on said note the sum of Seven Hundred and Thirty Four & 26/100 Dollars with interest thereon at the rate of eight per cent per annum from the 17th day of January A.D. 1877, and for which sum, with interest as aforesaid, plaintiff as such executor asks judgment against said Defendant David Watson as principle and said A.A. Woodworth as surety.

Carpenter & Brodrick Atty's for Pltff.

The State of Ohio } ss.
County of Union }

A.V. Kennedy, the plaintiff, being sworn makes oath that the facts stated in the foregoing Petition are, as affiant believes true

A.V. Kennedy.

Sworn to by said A.V. Kennedy before me and signed by him in my presence this 1st day of August A.D. 1881

W.M. Knight Clerk.

Praecipe

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The Clerk will please issue Summons to the Sheriff of Union Co. O. for the within named Defendants returnable according to law. Endorse. Action for money only" Amount claimed $734 2/3 @ 8% int. from Jan 17" 1877.

Afterwards on the 1st day of August A.D. 1881. the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio. }
Union County } ss. To the Sheriff of the County of Union. Greeting:
We command You to notify David Watson & A.A. Woodworth. that they have been sued by A.V. Kennedy, as executor of the last Will and Testament of Alfred V. Mose Deceased. in the Court of Common Pleas of Union County, and that unless they answer by the 3d day of September A.D. 1881 the Petition of the said A.V. Kennedy against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 15th day of August A.D. 1881. Witness my hand and the seal of said Court, this 1st day of August A.D. 1881.

Seal

W.W. Wright Clerk.

Sheriff's Returns.

The State of Ohio }
Union County } ss. Received this writ August 1st A.D. 1881. at 5 o'clock P.M. And pursuant to its commandance I served the same on the 2d day of August 1881. by delivering a certified copy with the endorsements thereon to each of the within named Defendants. Service 60c Mileage $1.44 Copy. 50c Total $2.54

John Hobensack Sheriff.

Afterward on the 13th day of September 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

A.V. Kennedy, as Executor of the Last Will and Testament of A.V. Mosier deceased. }
vs
David Watson & A.A. Woodworth. }

This day this cause came on for hearing and thereupon came the plaintiff by his attorneys Carpenter & Broderick and the Defendants being in default for answer and demurrer the Court find that the allegations of the Petition are confessed by them to be true, and that they are indebted to the Plaintiff as such executor as aforesaid in the sum of One Thousand and Seven 57/100 Dollars with eight percent interest thereon from the 12th day of September A.D. 1881. It is therefore considered and adjudged by the Court that said Plaintiff as such executor as aforesaid recover of said Defendants the said sum of One Thousand and Seven 57/100 Dollars, with eight percent interest thereon from the 12th day of September A.D. 1881 and his costs herein expended taxed to $ and Execution is awarded therefor.

Attest. W.W. Wright Clerk

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union, and State of Ohio on the 13th day of September 1881. Heretofore, to wit on the 13th day of October 1881 the following Petition Answer and Entry was filed with the Clerk of said Court which reads as follows, viz:

The State of Ohio } In the Court of Common Pleas.
Union County } ss.

Thomas B Fulton as assignee of Samuel Stricklin

vs.

P. M Adams.

Petition

The said Thomas B. Fulton says he is the assignee of Samuel Stricklin duly appointed and qualified to act as such and that there is due him as such assignee from P. M. Adams Defendant, on a promisory note made by the Defendant, P. M. Adams dated the 14th day of August A. D. 1880 which note, with warrant of Attorney thereto attached, is here attached, the sum of One Hundred & forty Dollars and interest thereon at the rate of 8 percent from the 14th day of August A. D. 1880. The Plaintiff further says that as such assignee he is the legal owner and holder of said note, that the same is due and unpaid.

Whereupon the Plaintiff asks Judgment against said Defendant for the sum of One Hundred & forty Dollars with interest at eight per cent from the 14th day of August A. D. 1880.

Powell & Fulton Attys for Plaintiff

The State of Ohio } ss. Thomas B. Fulton the above named Plaintiff being
Union County } duly sworn, says that he believes the statements in the foregoing Petition to be true.

Thomas B Fulton.

Subscribed by Thomas B. Fulton in my presence and sworn to by him before me, this 13th day of October A. D. 1881.

W. M. Kinget Clerk.

Copy of Note

$140 00/100

Marysville Ohio. August 14th 1880.

One Year after date, for value received, I, or either of us, promise to pay P. M. Sec'y or order, at Marysville Ohio. One Hundred & forty Dollars with 8 percent interest from date. And I hereby dispense with demand of payment, protest and notice of non payment of this note and authorize any Attorney at law to appear for us or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waiving the issuing and service of process, to confess Judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note, and interest on the same at the rate of 8 P. C. per annum, after the same shall become due, together with the costs of suit, and release all errors and writs of error, and waive the stay of Execution and all right of appeal in this behalf. Witness my hand and seal this 14th day of Aug. 1880.

P. M Adams. Broadway Union Co. O. [illegible]

Answer

Entry.

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Answer

Thomas B. Fulton assignee &c.
vs.
P. C. Adams
} In the Court of Common Pleas Union County Ohio.

And now comes P. C. Adams the above named Defendant by the undersigned J. L. Cannon Attorney, and waive the issuing and service of process in this case, and consent that Judgment be entered herein in favor of the above named Plaintiff, the holder of said note discribed in Plaintiffs Petition, and against the above named Defendant for the sum of One Hundred & fifty three Dollars and Six cents the amount appearing due for Principal and interest on said note, and also consent that Judgment be entered in the same manner against defendant for Costs of this action, and all errors are released, and Defendants right to appeal, and to the appraisal of Real Estate levied on by virtue of any execution issued on the Judgment in this case, is hereby waived. Oct. 13th A.D. 1881.

J. L. Cannon Atty for Defn.

Entry.

Thomas B. Fulton as assignee of Samuel Stricklin.
vs.
P. C. Adams

This day came the Plaintiff by Powell & Fulton his Attorneys and thereupon came J. L. Cannon one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition the sum of $153.06. It is therefore considered that said plaintiff do recover of said Defendant the said sum of $153.06 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest. W. M. Winget, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 2nd day of September 1881. Heretofore, to-wit: on the 19th day of September 1881 the following Petition, Answer & Entry were filed with the Clerk of said Court which reads as follows, to-wit:

The State of Ohio, }
Union County } ss. In the Court of Common Pleas.

Murray Shipley, Henry Crane & William Shipley doing business under the firm name & style of Shipley, Crane & Co.,

Petition

vs.

N. P. Westheimer

Now comes L. Piper who says he is one of the attorneys of the above named plaintiffs says that there is due the Plaintiffs from N. P. Westheimer Defendant, on a promisory note, made by the Defendant N. P. Westheimer, dated the 31st day of January 1881 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred twelve & 55/100 Dollars, with interest thereon at 8% per annum from the 31st day of January A. D. 1881. The Plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid and no credit on the same. Whereupon, the Plaintiffs ask judgment against said Defendant for the sum of One Hundred & twelve (112) Dollars and fifty five (55) cents with interest from the 31st day of January A. D. 1881. at eight per cent. per annum.

Robinson & Piper Attys for Pltffs

The State of Ohio. }
Union County } ss. L. Piper being duly sworn says he is one of the attorneys of the above named plaintiffs that he believes the statements in the foregoing Petition to be true. He further says that said Plaintiffs are now residents of said County of Union and are all now absent therefrom.

L. Piper

Subscribed by L. Piper in my presence, and sworn to by him before me this 19th day of September A. D. 1881.

R. M. Wright Clerk

Copy of Note

$112.55/100

Richwood January 31st 1881

Thirty Days after date I promise to pay to the order of Shipley, Crane & Co. One Hundred Twelve and 55/100 Dollars with 8 per cent. interest after date. Value received Payable at Bank of Richwood, Richwood Ohio. And I hereby authorize and empower any Attorney at law of any Court of Record at any time after the above note becomes due to appear for me without Process, in any Court of Record in the State of Ohio or elsewhere, and confess a judgment for the said amount, interest and cost, in favor of the legal holder thereof, which may accrue in the rendition of such judgment. And I hereby release and waive all error and all right of Appeal and second Trial and stay of execution in

Answer.

my behalf.

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N. P. Westheimer Esq.

Answer. Shipley Crane & Co. vs. N. P. Westheimer } In Court of Common Pleas Union County ss.

And now comes N. P. Westheimer the above named Defendant, by the undersigned Defendants Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's Petition and against the above named Defendant for the sum of One Hundred & Eighteen Dollars & Twenty five cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived. September 19 A.D. 1881.

J. M. Brodrick Atty for Deft

Entry. Henry Shipley, Henry L. Crane & Wellington Shipley doing business as Shipley Crane & Co. vs. N. P. Westheimer }

This day came the Plaintiff by Robinson & Piper Attorneys and thereupon came J. M. Brodrick one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney, duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney, confesses that there is due from said defendant, to said Plaintiff as alleged in said Plaintiff's Petition the sum of $118.37/100.

It is therefore considered that the said plaintiff do recover of said Defendant the said sum of $118.37/100 so as aforesaid confessed to be due, together with the costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest. W. M. Wright, Clerk.

Pleas before His Honor John L. Porter Judge of Ja Court of Common Pleas begun and held at the Court House in the Town of Marysville. within and for the County of Union and State of Ohio. on the 12th day of September 1881 Held for s.c. to-wit: on the 1st day of August 1881. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

A V Kennedy, as executor of the Last Will & Testament of Alfred V Morse dec'd } Court of Common Pleas Union County. Ohio.
against
George Caldwell.

Plaintiff says:

That on or about the 17th day of April A.D. 1877 the said Alfred V. Morse duly leaving a will; which was duly admitted to Probate and record, by the Probate Court of Union County, Ohio. and letters testamentary were thereupon issued to the plaintiff and one G. F. Morse, the executors named in the said will, by said Court and the plaintiff and said G. F. Morse thereupon duly qualified; That on the 2d day of March A.D. 1880 the said G. F. Morse filed in the said Probate Court of Union County Ohio. his final settlement as such executor together with a resignation of said trust leaving this plaintiff as the sole executor of said will. This action is founded upon a promisory note for the payment of money only of which the following is a copy.

Copy of Note.

June 1st 1877

One Year after date I promise to pay to the order of Rebecca Morse. Twenty four hundred Dollars at ten per cent. Value received.
No. 16
George Caldwell.

Indorsed "Rebecca Morse." There are no credits on said note or other indorsments thereon. This plaintiff as such executor as aforesaid is now the legal owner and holder of said note, and there is due from said Defendant to said plaintiff as such executor, on said note, the sum of Twenty Four hundred Dollars, with six per cent interest thereon from the 1st day of June A.D. 1877 and for which sum with interest as aforesaid, the plaintiff asks judgment against said defendant

Carpenter & Brodrick Atty's for Pl'ff

The State of Ohio. }
County of Union } ss. A.V. Kennedy, the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true.

A.V. Kennedy.

Sworn to by said A.V. Kennedy before me and signed by him in my presence this 1st day of August A.D. 1881.

W.W. Knight, Clerk.

Praecipe.

The Clerk will will please issue summons to the Sheriff of Union County, Ohio. for the within named defendant returnable according to law. Endorse. Action for Money only. Amount claimed $2400 00/100 @ 6% ints. from June 1st 1877.

Summons

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Sheriff's Return.

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Afterward, on the 1st day of August A.D. 1881 the following summons was issued by the clerk of said Court which reads as follows, viz:

Summons

The State of Ohio }
Union County } ss. To the Sheriff of the County of Union Greeting:

We command you to notify George Caldwell that he has been sued by A.V. Kennedy as executor of the Last Will & Testament of Alfred V. Morse, Deceased, in the Court of Common Pleas of Union County, and that unless he answer by the 3d day of September A.D. 1881 the petition of said A.V. Kennedy against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 15th day of August A.D. 1881.

Witness my hand and the seal of said Court this 1st day of August A.D. 1881.

Seal.

W.W. Wright, Clerk.

Sheriff's Return.

The State of Ohio }
Union County } ss. Received this writ August 1st A.D. 1880 at 5 o'clock P.M. and pursuant to its command, I served the same on the 2 day of August 1881 by delivering a certified copy with the endorsements thereon to the within named Defendant. Service 30c Mileage 1.6 Copy 25c Total $2.15.

John Hohensack, Sheriff.

Afterward on the 15th day of October 1881. the following entry was made on the Journal of said Court which reads as follows, viz.

Entry.

A.V. Kennedy Ex &c. }
vs }
George Caldwell }

This day this cause came on for hearing and thereupon came the Plaintiff by Carpenter & Bordrick his attorneys, and the said Defendant still failing to answer or demurer the Plaintiff's petition herein filed, it is considered that the said Plaintiff A.V. Kennedy, as executor of the Last Will & Testament of Alfred V. Morse, deceased, ought to recover of the said Defendant George Caldwell the said sum of Twenty four Hundred Dollars together with the interest thereon at 6 cent per annum from the day of A.D. 18— as prayed for in said Petition.

It is therefore considered and adjudged that the said Plaintiff A.V. Kennedy, as executor of the Last Will and Testament of Alfred V. Morse, deceased, do recover of the said Defendant George Caldwell the said sum of Dollars with interest thereon from the 12" day of September A.D. 1881 together with his costs herein expended taxed to $—

Attest. W.W. Wright, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and hold at the Court House in the town of Marysville within and for the County of Union & State of Ohio. on the 2nd day of September A.D. 1881. Heretofore. to-wit. on the 6th day of August 1881. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Olive Smith
vs
Francis H Smith
} In the Court of Common Pleas of Union County, Ohio.

Your Petitioner Olive Smith of the County of Union represents that she has been a bona fide resident of the State of Ohio. for the year last past and is at present a resident of the said County of Union. Your Petitioner further represents that on or about the 14th day of December A.D. 1866 at the County of Delaware & State of Ohio she was married to one F.H. Smith whom she prays may be made a party Defendant to this petition and has ever since conducted herself toward the said F.H. Smith as a faithful & obedient wife. Yet said F.H. Smith disregarding his duties of a husband toward your Petitioner has been wilfully absent from the said Petitioner for more than three years last past without any cause or justification therefor on the part of the said Petitioner. The fruit of said marriage is one Girl named Alice Smith about 15 years old which the said Petitioner asks the Guardianship of and control of. The said Alice has always lived with the Petitioner and is still living therewith. The said Petitioner further says that the said Defendant is guilty of Gross neglect of duty. Your Petitioner therefore prays that a Writ of Subpoena may issue against the said Defendant and that due service thereof may be made upon him that he may be compelled to answer all and singular the premises and that on final hearing of this cause the said petitioner may be divorced from the defendant and for such other and further relief as equity demands.

Cameron & Benton Attys for Pltiff

State of Ohio.
Union County } ss. Olive Smith who being first duly sworn deposes and says that the facts Stated and allegations made in the foregoing Petition are true as she verily believes.

Olive Smith.

Sworn to by Olive Smith and signed by her in my presence this 16th day of July 1881.

Seal. R.L. Woodburn Notary Public.

Praecipe

To The Clerk: Issue Summons to the Sheriff of Fairfield County, Ohio. directed to F.H. Smith. Indorsed, Divorce

Afterward on the 11th day of August A.D. 1881. the following Summons was issued by the Clerk of said Court. which reads as follows viz:

Summons.

The State of Ohio.
Union County } ss. To the Sheriff of Fairfield County. You are commanded to notify Francis H. Smith that Olive Smith

Sheriff's Return

Seal. Received on the 19th day of ... within named ... indorsement named Def... Service 30c Levy ...

Entry.

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Olive S...
vs.
Francis ...

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Petition

vs.
Charles D...

of the State ... resident of ...

has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a copy of which is herewith served on him) charging him with wilful absence and asking that she be divorced from him and for other proper relief. Said Petition will stand for hearing during the Term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 22d day of August A.D. 1881. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 11th day of August A.D. 1881.

(Seal.)

W. W. Kruger, Clerk.

Sheriff's Returns

Received 5 o'clock P.M. on the 13th day of August A.D. 1881. and on the 19th day of August A.D. 1881. I served the same by delivering to the within named Defendant a true copy of the within summons & the indorsements thereon and on the same day I served the within named Defendant with a certified copy of Petition for divorce Service 30c Copy 15c Mileage $1.60 Docket 10c Return 10c Postage 6c Total $2.31.

C. C. Shumaker Sheriff. By B. F. Price Deputy.

Afterward on the 22d day of September 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Olive Smith
vs.
Francis H. Smith

Thisday came this cause on to be heard upon the petition and evidence. On consideration whereof the Court do find that due and legal notice has been given to the defendant of the filing and pendency of this petition for more than Six weeks prior to this date. The Court do further find that the allegations of the petition are true that the said Defendant has been willfully absent from the said plaintiff for more than three years prior to the filing of this Petition. It is therefore decreed by the Court that the marriage relation heretofore existing between said parties be and the same is hereby annulled. and both parties released from the obligations of the same. and that the Defendant pay the cost herein expended.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville. within and for the County of Union and State of Ohio. on the 12 day of September 1881. Heretofore to wit. On the 7th day of April 1881. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Louisa Merritt.
vs.
Charles D. A. Merritt.

} Court of Common Pleas. Union County, Ohio.

The Plaintiff says 1st She has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of the said County of Union and State of Ohio. 2d She was about

the 26th day of November A.D. 1870 at Marysville in the County of Union and State of Ohio she was lawfully married to the Defendant Charles D.A. Merritt. and that she has ever since conducted herself towards the said Charles D.A. Merritt. as a faithfull and obedient wife. The Plaintiff further says that since the time of their marriage they have had three Children all now living, as follows: Henry B. Merritt. Nine years old. Cora Allen Merritt. Seven years old. Clara Bell Merritt. four Years old. Your Petitioner avers that the said Defendant disregarding his duties as a husband towards her the Plaintiff has been guilty of gross neglect of duty, has failed to make any Provision whatever for the support & maintainance of herself and Children for over two years from February 1879 and has in every respect neglected and failed to act as a husband towards her and her children. And no part of the time since February A.D. 1879 lived with her, or furnished, or made any provision for the Plaintiff and her Children since February A.D. 1879.

The Plaintiff further says that the Defendant has been guilty of habitual Drunkeness for three years past. and by reason of which Gross neglect of duty and habitual drunkeness for three years past she is entitled to be divorced from him the Defendant Charles D. A. Merritt. and therefore prays that he may be divorced from the said Charles D. A. Merritt. and that the custody of the said children may be decreed to her, and that she may have such further and other relief as equity may require.

R.L. Woodburn Atty for Plaintiff

State of Ohio. Union County ss. Louisa Merritt. being first duly sworn deposes and says that the facts and allegations made in her foregoing Petition are true. And that the said Defendant Charles D.A. Merritt. is not a resident of this State and service by summons cannot be made on him in this State, and that this is an action for divorce, and that the said Defendant is a resident of Indian Territory as the affiant is informed and whose Post Office address is unknown to the affiant.

Louisa Merritt

Sworn to and subscribed before me by Louisa Merritt. in my presence this 7th day of April 1881.

A.K. Brightlee Notary Public.

Afterward on the 15th day of October 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Louisa Merritt. }
vs }
Charles D.A. Merritt. }

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence on consideration whereof the Court find, that the plaintiff at the time of filing her petition had been a resident of the State of Ohio. for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the

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evidence adduced that the Defendant has been guilty of gross neglect of duty and habitual drunkenness for over three years last phor to the filing of Plaintiffs Petition, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Louisa Merritt and Charles E. Merritt be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said Children, as prayed for in said petition, of the parties hereto be, until further order, confided to the said Louisa Merritt exclusively, until further order of Court.

Attest W. M. Knight, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 12th day of September 1881. Hereto for to-wit: on the 21st day of September 1881 the following Petition was filed with the clerk of said Court which reads as follows viz:

Supplied Petition

Lucy L. Glenn
vs
William Glenn
} Union Common Pleas, Ohio

Plaintiff says that she has been a resident for more than a year last past and that she is now a bona fide resident of Union County, Ohio. Plaintiff further says that on the 17th day of September 1871 at Logan County, Ohio, she was married to said Defendant and that she has always conducted herself toward him as a faithful and obedient wife, but that said Defendant disregarding his marital duties toward this Plaintiff has abandoned her, and during the fall of the year A.D. 1872 married one Ellen Deerhiester with whom he lived in a State of Adultery until the April Term 1876 of Logan County, Common Pleas, Ohio, he was tried, found guilty and sentenced to the Ohio Penitentiary for a year which service he performed and that he is now living with said Ellen Deerhiester in State of Adultery in the County of Logan State of Ohio. Plaintiff further says that the Defendant has wilfully absent for more that three years last past and guilty of gross neglect of duty. Plaintiff therefore asks to be divorced from the Defendant and name restored to Lucy Lamay and for all proper relief.

J. M. Kennedy Atty for Pltff

State of Ohio, Union County ss. Lucy Glenn being sworn says the facts and allegations of the foregoing petition are as she believes, true

Lucy Glenn.

Sworn to by Lucy Glenn and by her subscribed before me this 21st day of September 1881.

W. M. Knight Clerk
By H. C. Knight Deputy.

Afterwards on the 21st day of September 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry

Lucy L. Glenn
vs.
William Glenn

This day this cause came on to be heard and the original petition and papers being lost leave was taken to supply Petition, the Defendant being in default for Answer and the same being supplied said Cause was heard upon testimony and the Court being fully advised in the premises do find and decree that the marriage relation heretofore existing between William Glenn & Lucy Glenn, be dissolved and that the said Lucy Glenn be divorced from the said William Glenn and that she be restored to her maiden name of Lucy Lamay and that she recover her costs herein taxed at $

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio on the 12th day of September 1881. Heretofore, to-wit on the 9th day of August 1881. the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Eliza A. Hopkins
vs.
William Hopkins
} In the Court of Common Pleas, Union County, Ohio.

Your Petitioner, Eliza A. Hopkins, of the County of Union, represents that she has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of said County of Union. Your Petitioner further represents that on or about the 16th day of September 1874. at the County of Champaigne and State of Ohio. She was married to one William Hopkins and that she has ever since conducted herself toward the said William Hopkins as a faithful and obedient wife, but the said Petitioner avers that the said Defendant, disregarding his duties of a husband toward your Petitioner has been willfully absent from the said Petitioner for more than three years last past without any cause or justification therefor, on the part of the said petitioner.

Your Petitioner further avers that the said Defendant has been guilty of gross neglect of duty in not providing the necessaries of life as a husband should. Your Petitioner therefore prays that a writ of Subpoena may issue against the said Defendant and that due service thereof may be made upon him. that he may be compelled to answer all and singular the premises, and that on final hearing of this cause the said petitioner may be divorced from the Defendant and restored to her maiden name of Hetzel, and for such other and further relief as equity and good conscience she is entitled to.

Cameron & Benton Attys. for Plff

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Union County } ss. Eliza Hopkins. Plaintiff in this case who being duly sworn according to law deposes and says that the facts stated and allegations made in the foregoing Petition are true as she verily believes.

Eliza Hopkins.

Sworn to by Eliza Hopkins and signed by her in my presence this 9th day of August A.D. 1881.

W.W. Winget Clerk By Tabor Randall. Deputy.

Praecipe — Clerk. Issue summons and copy of Petition to Sheriff of Logan County Ohio. Returnable according to law

Afterward on the 11th day of August A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons — The State of Ohio. Union County ss. To the Sheriff of Logan County:
You are commanded to notify William Hopkins that Eliza A Hopkins has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a copy of which is hereunto served on him), charging him with wilful absence and gross neglect and asking that she be divorced from him. and for other proper relief. Such petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.
You will make due return of this summons on the 22 day of August A.D. 1881. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 11th day of August A.D. 1881.

(Seal)

W.W. Winget. Clerk.

Sheriffs Return. — Received 1 o'clock P.M. on the 12th day of August A.D. 1881. and on the 12th day of August A.D. 1881. I served the same by leaving a true copy thereof together with a copy of Petition at the usual place of residence of the within named William Hopkins Service 30¢ Copy 16¢ Mileage 16¢ Docket. 25¢ Return 25¢ Postage. 06¢ Total $1.18

H.M. Clue Sheriff Logan Co. Ohio.

Afterward on the 22d day of September 1881 the following Entry was made on the Journal of said Court which reads as follows viz:

Entry. — Eliza A Hopkins. vs William Hopkins. } This day came this cause on to be heard upon the Petition and evidence. On consideration whereof the Court do find from the evidence. that due notice of the filing and pendency of this petition has been given to the Defendant as required by law for more than six weeks prior to this date. The Court further find from the evidence that the Defendant has been wilfully absent from the Plaintiff for more than three years prior to the filing of the petition in this case. that the facts stated in the petition are true. It is therefore decreed by the Court that the marriage relation heretofore existing between the said parties be and the same is hereby annulled and both parties released from the obligation of the same. and that the Plaintiff be restored to her maiden name Eliza A. Wetzel. and that the Defendant pay the cost.

Attest W.W. Winget. Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 12th day of September 1881. Heretofore, towit: on the 31st day of August 1881. the following Petition was filed with the Clerk of said Court which reads as follows, viz.

Petition

Robert Finley
vs
Orlando Wells and
Elizabeth Wells

} In Union County Court of Common Pleas.

The Plaintiff Robert D. Finley for his petition against the said Defendant says. That there is due to the said Plaintiff for goods and Merchandise sold and delivered by this Plaintiff to said Defendant and at their request between the 1st day of July 1878 and the 30th day of January 1881. the sum of $127.29 and there is due as interest thereon the sum of $8.00, making a sum Principle and interest due from said Defendant to said Plaintiff $135.29 That said goods and merchandise consisted largely of family groceries and notions making a great many pages of small items to set forth, which would only incumber the Record. That said Defendant have often promised to pay said sum due but have neglected and failed to do the same or to pay any part thereof.

Wherefore the Plaintiff prays a Judgment against the said Defendant for said sum of $135.29 and for all proper relief.

Cameron & Benton Attys for Plff.

State of Ohio Union County ss. Robert D. Finley being first duly sworn says the facts and allegations contained in his foregoing petition are true as he believes.

Robert D. Finley

Sworn to before me by said Robert D. Finley and by him signed in my presence this 31st day of August 1881.

W. M. Winget Clerk.

Praecipe

Clerk: Issue a summon returnable according to law Amount claimed $135.29

Afterwards, on the 31st day of August A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio, Union County } ss. To the Sheriff of the County of Union, Greeting:

We command you to notify Orlando Wells and Elizabeth Wells that they have been sued by Robert D. Finley in the Court of Common Pleas of Union County, and that unless they answer by the 1st day of October A.D. 1881 the petition of the said Robert D. Finley against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 12th day of September A.D. 1881.

Witness my hand and the seal of said Court this 31st day of August A.D. 1881.

Seal

W. M. Winget, Clerk.

Sheriff's Return

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Sheriff's Return

The State of Ohio. Union County ss. Received this writ September 1st A.D. 1881 at 5 o'clock A.M. and pursuant to its command served the same by delivering a certified copy thereof with the endorsements thereon to the within named Defendants on the 2d day of September 1881. Service 40¢ Mileage $1.92 Copy 40¢ Total $2.29

John Hobensack Sheriff.

Entry.

Afterwards, on the 3d day of October 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Robert D. Finley
vs.
Orlando Wells et al

This day came the Plaintiff by his Attorneys and the said Defendants Orlando Wells and Elizabeth Wells being still in default for demurrer or answer to the petition. This cause was submitted to the Court upon the petition and evidence. On consideration whereof the Court being fully advised in the premises do find the facts stated in said petition are true and that the said Defendants are indebted to the plaintiff in the sum of $135.29 as in said petition alleged.

It is therefore considered, ordered and adjudged that the Plaintiff recover of the Defendants the said sum of $135.29 and his costs herein expended taxed to $—

Attest W. W. Knight, Clerk.

Pleas before His Honor John L. Poter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio on the 2d day of September 1881. Be it before, to-wit: on the 3d day of August 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition.

Cornelia A. Saylor
vs.
Hugh McFadden et al
George Coder

Court of Common Pleas Union County, Ohio.

The Plaintiff says — That this her action is founded upon a promison note of which the following is a copy together with all the credits thereon, to-wit —

Marysville, Union County, Paris Township.

"One year after date we or either of us promise to pay Cornelia A. Saylor or order the sum of Five Hundred Dollars for value received with eight per cent interest annually. This 22d day of January 1877."

"(Signed) "Hugh McFadden, George Coder"

Credits — January 17th 1879. Rec'd of George Coder $185 to apply on the within note."

There is still due from the Defendants to Plaintiff on said note and remaining unpaid the sum of Three Hundred and Ninety-Five Dollars which Plaintiff claims with interest thereon at 8% from the 17th day of January A.D. 1879 and for which she asks Judgment.

Carpenter & Brodrick Attys for Pltff.

The State of Ohio. Union County ss. A.J. Carpenter being sworn says that he is one of the attorneys for the above Plaintiff in this action and

duly authorized. That thus the Plaintiffs action is founded upon a written instrument for the unconditional payment of money only which is now in possession of affiant. Affiant further says the facts stated & allegations contained in the foregoing petition are true as he verily believes.

A.J. Carpenter.

Sworn to by A.J. Carpenter before me and signed by him in my presence this 3d day of August A.D. 1881.

W.W. Knight, Clerk.

Petition

Praecipe — To Clerk; Issue summons for defendants in the above entitled case returnable according to law. Indorsed "Amt. claimed $395.62 @ 8% int. from Janry. 17th 1879.

Afterward on the 3d day of August A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons — The State of Ohio.
Union County ss. To the Sheriff of the County of Union Greeting:
We command you to notify Hugh M. Fadden and George Coder that they have been sued by Cornelius A. Taylor in the Court of Common Pleas of Union County and that unless they answer by the 3d day of September A.D. 1881 the petition of the said Cornelius A. Taylor against them filed in the Clerk's Office of said Court such petition will be taken as true & judgment rendered accordingly. You will make due return of this summons on the 15th day of August A.D. 1881. Witness my hand and the seal of said Court this 3d day of August A.D. 1881

W.W. Knight, Clerk.

(Seal)

Sheriffs Returns — The State of Ohio. Union County ss. Received this Writ August 3d A.D. 1881 at 4½ o'clock P.M. And pursuant to its command served the same on the 8th day of August 1881. by delivering a certified copy with the endorsements thereon to each of the within named defendants. Service 60c Mileage $2.88 Copy 50c Total $3.98

John Hoberstack Sheriff.

Afterward on the 12th day of September 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. — Cornelia A. Taylor vs. Hugh M. Fadden and George Coder

This day this cause came on for hearing and thereupon came the plaintiff by her attorneys Carpenter & Brodrick, and the defendants being in default for answer or demurrer the Court find that the allegations of the petition are confessed by them to be true, and that they are indebted to the plaintiff in the sum of Four Hundred and Seventy eight & 83/100 Dollars with 8% interest thereon from the 12th day of September A.D. 1881, It is therefore considered and adjudged by the Court that the said plaintiff recover from the said defendants the said sum of Four Hundred & Seventy eight & 83/100 Dollars with 8% interest thereon from the 12th day of Sept. 1881 and her costs herein expended taxed at $ and execution is awarded & therefor.

Attest. W.W. Knight, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. on the 12th day of September 1881. Heretofore, to wit: on the 5th day of April 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

James S. Smith

vs.

Uriah Jolly, Martha Jolly, Nancy Jolly (now Nancy Laymaster), the unknown heirs of John B. Jolly, deceased, George Russel, Harry Atkins, Martha A. Upps, Mary J. Lardley, Sarah C. Lardley, Harriet V. Dockum, Lester A. Dockum, sole surviving heirs of James R. Russel dec'd.

Court of Common Pleas, Union County, Ohio.

The Plaintiff says: That Uriah Jolly, Martha Jolly, & Nancy Laymaster (formerly Nancy Jolly) who reside in Union County, Ohio. The unknown heirs of John B. Jolly, deceased, who reside in the State of Kansas, Plaintiff cannot say in what County. George S. Russel, surviving child and heir at law of George R. Russel dec'd, who resides in Leipsic, Putnam County, Ohio. Harry Atkins, minor child and sole surviving heir at law of Kate C. Atkins (formerly K. C. Russel) dec'd, who resides in Jacksonville, Morgan County, Ills. Martha A. Upps (formerly Russel), who resides in Christian County, Illinois. Mary J. Lardley, & Sarah C. Lardley, who reside in Mason County, Ills. Lester A. Dockum and Harriet V. Dockum of Union County, Ohio. are the sole surviving heirs at law of John Russel & of James R. Russel both deceased, and late of the County of Union, and State of Ohio, & who died intestate. That on the 5th day of December 1866. one Edson Perry was then the owner in fee of the premises hereinafter described herein, to secure the payment of an indebtedness of Four Thousand Nine Hundred & Thirteen & 75/100 Dollars ($4913.75) evidenced by promisory notes described therein executed and delivered to James R. Russel (and others the heirs of John Russel dec'd) late of Union County. Ohio who is also now deceased, his mortgage dated of that date. and thereby conveyed to James R. Russel & others the following premises, situate in the Counties of Union & Madison, being part of Virginia Military Surveys Nos. 7393 & 7916. and bounded & described as follows, to-wit: Beginning at a stake in the center of the Post Road and in the line of James Smith. and corner to David Holycross, thence with the center of said Road and the line of said Holycross N. 67° 20' W. 34 1/4 Poles to a stake; thence S. 21° W. 1 Pole to a stone corner of a lot of 30 acres conveyed to John Russel by James Smith & wife Feb. 9th 1858. thence with a line of said lot. N. 63° W. 25 poles to a stone; thence with another of his lines N. 68 1/2° W. 4 6/10 poles to a stone another corner of said lot. and in the line of said Holycross; thence with a number of the lines of said Holycross as follows: S. 38° W. 160 1/4 Poles to a burr oak.

(dead) S. 63½° E. 30½ Poles to a stake S. 32° 40' W. 73½ Poles to two small white Elms N. 26° 20' W. 75 4/10 Poles to a stake from which a Burr Oak. corner to Benjamine Lynk bears N. 64° 69 links; thence S. 53½° W. 4 26/100 Poles to a Stake. S. 83½° W. 25 76/100 Poles to a stake S. 5° E. 15 16/100 Poles to two stumps S. 15° W. 33 poles to a stake. brick and Burr Oak. corner of said Holycross and Smith; thence with a number of said James Smiths land S. 57° E. 40 poles to a stake and Burr Oak. S. 60½° E. 42½ Poles to a stone N. 60¼° E. 19 5/10 Poles. to 5 Burr Oaks. N. 25½° W. 75 4/10 Poles to a Burr oak. N. 89° E. 16 6/10 Poles to a stone N. ½° E. 44 Poles to the begining containing 147 35/100 Acres of land more or less.

The conditions of said mortgage were that if the said Edson Perry his heirs or assigns, should pay or cause to be paid to said James R. Russel and others as the heirs at law of said John R. Russel. then deceased, said indebtedness of $4913.75 evidenced by the several promisory notes fully described in the mortgage hereto fore refered to herein then said deed should be void.

The plaintiff says that said indebtedness has been fully paid and all the conditions of said mortgage have been fully complied with and that through oversight, neglect or other cause unknown to him said mortgage has never been released of record and is a cloud upon the title to said land which is now owned and held in fee by plaintiff and plaintiff is entitled to have said mortgage canceled and the cloud thereby cast upon his title to said lands removed. That the above named defendants are the sole surviving heirs at law of John R. Russel & James R. Russel both deceased. and of the other persons to whom said mortgage was executed & delivered and he asks that they each and all of them be made defendants herein and notified of the pendency, object and prayer of this petition. Plaintiff asks that upon a final hearing of this case an order be made by the Court cancelling said mortgage and removing the cloud cast upon his title to said lands thereby. and for all proper relief.

Carpenter & Brodrick Attys for Plff.

The State of Ohio. Union County ss. James S. Smith. the above named plaintiff being sworn says that the facts, stated and allegations contained in the foregoing petition are true as he verily believes.

James S. Smith.

Sworn to by James S Smith before me and signed by him in my presence this 5th day of April A.D. 1881.

J. C. Fouke. Justice of the Peace.

Praecipe

To Clerk. Issue summons to the Sheriff of Union County, Ohio. for defendants Uriah Jolly. Martha Jolly. Harvey Laymaster, Harriet V Dockum, & Lester A. Dockum and to the Sheriff of Putnam county Ohio for George Anna Russell (who lives at Leipsic in said County) all returnable according to law. Indorsed "Action to cancel mortgage and quiet title"

Summons

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Afterward on the 6th day of April A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio } ss.
Union County }

To the Sheriff of the County of Union, Greeting:
We command you to notify Uriah Jolly, Nancy Laymaster, Harriet V. Dockum and Lester A. Dockum that they or either have been sued by James S. Smith in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of May A.D. 1881 the petition of the said James S. Smith against them filed in the Clerks Office of said Court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 18th day of April, A.D. 1881. Witness my hand and the seal of said Court, this 6th day of April A.D. 1881.

Seal

W. W. Knight, Clerk.

Sheriff's Return

The State of Ohio } ss.
Union County }

Received this writ April 6th A.D. 1881 at 3 oclock P.M. and pursuant to its command I served the same by delivering a certified copy thereof with the indorsements thereon to each of the within named Defendants on 8th day of April 1881.
Service 75c Mileage $3.20 Copy 80c Total $4.75

John Hofeneack Sheriff

Afterward, on the 19th day of April A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

The State of Ohio. }
Union County } ss.

To the Sheriff of the County of Putnam, Greeting:
We command you to notify Georgie F. Russel that She and others have been sued by James S. Smith in the Court of Common Pleas of Union County, and that unless she answer by the 21st day of May A.D. 1881 the petition of the said James S. Smith against them filed in the Clerks Office of said Court, such Petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 2 day of May A.D. 1881. Witness my hand and the seal of said Court this 19th day of April A.D. 1881.

Seal

W. W. Knight Clerk.

The State of Ohio. Putnam County ss. Received this writ April 21st A.D. 1881 at 3 oclock P.M. and pursuant to its command I have made diligent search and am unable to find the within named defendant in my County. Mileage $1.76 Cop. 50c Return. Post. & Rec. 30c Total $2.56

Jonah Markley. Sheriff By J.J. Botherton Deputy.

On the 6th day of April A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

The State of Ohio. Union County ss. To the Sheriff of Putnam County: Greeting:
We command you to notify Georgeanna Russel that she and others have been sued by James S. Smith in the Court of Common Pleas of Union County, and that unless she answer by the 7th day of May A.D. 1881 the petition of the said James S. Smith against them

filed in the Clerk's Office of said Court such petition will be taken as true and Judgment rendered accordingly.
You will make due return of this summons on the 18th day of April A.D. 1881. Witness my hand and the seal of said Court this 6th day of April A.D. 1881

W.W. Knight, Clerk.

Seal

Sheriff's Return. The State of Ohio } ss. Received this writ April 8th A.D. 1881 at 3 o'clock P.M. and pursuant to its command I
Union County } have made search and could not find the within named Defendant in my County. Mileage 7 Record 20¢ Cop. 25¢ Ret. 10¢
Total 55¢

Josiah Markley Sheriff.
By J.J. Boothroyd Deputy.

Afterward, On the 5th day of April the following Affidavit was filed with the Clerk of said Court which reads as follows viz:

Aff. of Publication. James S. Smith
vs
Uriah Jolly et als } Court of Common Pleas Union County, Ohio.

James S. Smith the Plaintiff in the above entitled case being first duly sworn says: that the unknown heirs of John B. Jolly deceased, who are Defendants in the above entitled case reside somewhere in the State of Kansas but Plaintiff does not know in what part and that service of summons cannot be made upon them in the State of Ohio That the Defendants Martha A. Upps who resides in Christian County Illinois and Harry Atkins Mary J. Yardley and Sarah E. Yardley who reside in Mason County in the State of Illinois and service cannot be made upon them in the State of Ohio. Affiant further says that this his action is one wherein service by publication is authorized by the provisions of Sec. 5048 of the Revised Statutes of Ohio. and further affiant saith not.

James S. Smith.

Sworn to by James S. Smith before me, and signed by him in my presence this 5th day of April A.D. 1881.

James E. Forke Justice of the Peace.

Afterward, on the 18th day of May 1881 the following Proof of Publication was filed with the Clerk of said Court, which reads as follows, viz:

Legal Notice. Uriah Jolly, Martha Jolly, & Nancy Jolly, (now Nancy Caymaster) of Union County, Ohio, the unknown heirs of John B. Jolly, deceased, whose place of residence, is somewhere in the State of Kansas; Georgie F Russel, minor child and heir at law of George N. Russel, dec'd, of Leipsic, Putnam County, Ohio. Harry Atkins minor child and heir at law of Kate E. Atkins (formerly Russel) dec'd, of Jacksonville Illinois: Martha A Russel, Mary A. Upps, who resides in Christian County Ill. Mary J. Yardley, and Sarah E. Yardley, of Mason County Ill; Harriet V. Dockum and Lester A. Dockum, of Union County, Ohio, sole surviving heirs at law, of John Russel and James R. Russel deceased, will take notice that James S. Smith, on the 5th day of April, 1881 filed his petition in the Court of Common Pleas, of Union County, Ohio, against them

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alleging that on the 5th day of December 1866 one Edson Perry executed and delivered to James R Russel, now deceased, and others as heirs at law of John Russel deceased, his mortgage on 147 133/160 acres of land in Union and Madison Counties Ohio being in U.M. Surveys. Nos. 7393 and 7916. known as the John Russel farm and more fully described in a deed of James R. Russel, conveying said premises to Edson Perry recorded in Union County Record of Deeds, Book 30 Page 488 and being the same farm now owned and occupied by James S. Smith; that said mortgage was given to secure the payment of an indebtedness of $4913.75; that said indebtedness has since been fully paid and said mortgage fully satisfied, but that it has not been cancelled and is a cloud upon the title of said James S. Smith, and praying for an order of said Court cancelling the same &c. which petition will be for hearing at the next term of said Court.

Carpenter and Brodrick Attys for Pltff.

The State of Ohio Union County ss. The undersigned, being duly sworn says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first Publication beginning on the 6th April 1881.

L G. English

Sworn to and subscribed before me. This 18th day of May. 1881.

W. M. Wright, Clerk.

Afterward on the 29th day of September 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

James S. Smith
vs
Uriah Jolly. et als

This day this cause came on to be heard upon the petition of plaintiff and the evidence and was argued by Counsel. Whereupon the Court being fully advised in the premises do find that the allegations of the Plaintiffs Petition are true and that all of the notes secured by the mortgage described in said petition have been fully paid and that all of the conditions of said mortgage have been fully complied with and satisfied. Whereupon the Court does order that the said mortgage be, and the same is hereby released and cancelled and the title of plaintiff to the premises described in his petition is hereby quieted as against said mortgage and all claims or demands arising thereunder as fully as though the grantees of said mortgage had themselves cancelled or released the same and plaintiff is ordered to pay the costs of this action within 10 days from the rising of the Court or in default thereof that execution issue therefor.

Attest. W M Wright Clerk

Pleas before His Honor John L Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 12th day of September 1881. Heretofore, to-wit: on the 28th day of June 1881. the following Petition was filed with the Clerk of said Court which reads as follows.

Petition

Cynthia A. Eastman
vs.
Simpson Price and
Levin Price

State of Ohio. Union County ss.
To the Court of Common Pleas.

The said Cynthia A. Eastman Plaintiff complains of the said Defendant for that on the 26th day of February 1876. the said Defendant Simpson Price executed and delivered to plaintiff his promisory note of that date and thereby promised to pay to the plaintiff or bearer the sum of Five Hundred and Fifty eight Dollars in three years thereafter with interest at 6% from date. No part of said note has been paid and there is now justly due the Plaintiff thereon from the said Simpson Price the sum of Five Hundred and Fifty eight Dollars ($558 00). with 6% interest from date. to-wit: from February 26th 1876. a copy of said note is here to attached marked "A" and made a part hereof. Wherefore Plaintiff asks Judgment against said Simpson Price for said sum of Five Hundred and Fifty Eight Dollars with interest from the 26th day of February. 1876.

Copy of Note "A"

"

Second Cause of Action: For a Second Cause of Action against said Defendant the plaintiff says, that the promisory note in the first cause of action mentioned was executed by the said Simpson Price to the Plaintiff under the following circumstances. The said plaintiff had purchased of one William Dawson thirty acres of land situate in said County of Union and State of Ohio, in Jackson Township, described as follows. Being part of Survey No 9942. Bounded on the S. by H. & Godfrey. on the E. by land of J. S. Hall, on the N. by land of W. J. Hall and on the W. by S. & C. Lore & Township Road. That the payment upon the note was the sum mentioned in said note. That the Plaintiff transfered her claim on said land to the said Simpson Price who took the same to pay out on it. the deed still being in said Dawson. That the note was executed for the plaintiffs interest in said land and was the payment thereon. That said Simpson Price transfered his claim derived from Plaintiff to said Levin Price who had full knowledge of all the facts and that the payment made by the said plaintiff to said Dawson was all the payment that had been made and that said Simpson Price had not paid the plaintiff any part of said sum and the said Levin Price received the full benefit of Plaintiffs said payments and went on and paid out for said land and now has a deed for the same ma
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Sheriffs Returns

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same made directly to him from said Dawson. That said Simpson Price, by virtue of the Plaintiff's said payment and for which he gave said note, obtained from said Dawson a title bond to said land which he transfred to said Lewis Price and said Lewis Price assumed to pay the said note to the Plaintiff in said transaction. The Plaintiff therefore avers that she has a lein upon said land for the amount of said note being for the purchase money thereof. Therefore plaintiff prays that judgment may be rendered in her favor upon said note and the same mentioned in her first cause of action against the said Simpson Price, and that the same may be declared a lein upon said premises herein described and that said premises may be ordered to be sold and the proceeds of said sale applied to the payment of said note and for all proper relief.

Cameron & Benton. Attys for Pltff.

State of Ohio. Union County ss. Cynthia A Eastman being first duly sworn says she believes the facts stated in her foregoing petition to be true.

Cynthia A. Eastman.

Sworn to before me by said Cynthia A. Eastman and by her signed in my presence this 27th day of June 1881.

W. M. Knuget. Clerk

Copy Note "A"

" February 12th 1878

Three years after date I promise to pay to Cynthia A. Eastman or bearer the sum of Five Hundred and Fifty eight dollars for value received with interest at six per cent.

Simpson Price."

Praecipe

Clerk Issue Summons upon the petition in this case returnable according to law. Amount claimed $558 with interest from February 26th 1878 and equitable relief also

Afterward on the 28th day of June A.D. 1881 the following Summons was issued by the clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County ss. } To the Sheriff of the County of Union: Greeting:

We command you to notify Simpson Price and Lewis Price that they have been sued by Cynthia A. Eastman in the Court of Common Pleas of Union County, and that unless they answer by the 30th day of July A.D. 1881 the petition of the said Cynthia A Eastman against them filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 11th day of July A.D. 1881. Witness my hand and the seal of said Court this 28th day of June A.D. 1881.

W. M. Knuget, Clerk.

Seal

Sheriff's Returns

The State of Ohio. Union County ss. Received this writ June 28 A.D. 1881 at 4 o'clock P.M. and pursuant to its command I served the same on the 4th day of July 1881. by delivering a certified copy thereof with the indorsements thereon to each of the within named Simpson

Price & Lewis Price Levies 70¢ Mileage $3.56 Cop. 30¢ Total $4.56
John Hobensack Sheriff.

Entry. Afterward, on the 27th day of September 1881. the following entry was made on the Journal of said Court which reads as follows, viz:

Cynthia A Eastman
vs
Simpson Price et al. } In the Court of Common Pleas. Union Co. Ohio.

Now comes the Plaintiff in this case and submits the same to the Court upon the Pleadings and evidence and the Defendant Simpson Price being in default for demurrer or answer to said petition and the Court being fully advised in the premises find that the Defendant Simpson Price is indebted to plaintiff in the sum of $736.23. It is therefore considered and adjudged by the Court that the said plaintiff recover from the said defendant Simpson Price the sum of Seven Hundred & Thirty six & 23/100 Dollars, with interest at 6% from Sept. 12th 1881. and her costs herein expended taxed at $. It is also considered by the Court that this case is dismissed as to Levi Price one of the defendants.

Attest. W. M. Knight, Clerk.

Pleas before His Honor John L Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 12th day of September 1881. Heretofore, to-wit: on the 18th day of July A.D. 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition. Columbus W. Burgoon
vs
Julia A Benedict
William H Benedict
Arthur F. Benedict & Ed.
Margaret Burgoon } State of Ohio. Union County, ss. In the Court of Common Pleas.

The Plaintiff Columbus W. Burgoon for his petition against the said Defendants, says: That on or about the 8th day of March 1862 one John Benedict departed this life intestate seized in fee simple of the following Real Estate situate in the County of Union and State of Ohio. Part of Survey No. 9921. bounded and described as follows. Beginning at a stone in the center of the W. A. Carter road and S.E. corner of H. J. Bigleys land. thence S. 12. E 27 1/2 Poles to an elm in the line of said Survey. thence with the original line westerly 80 poles to the S.W. corner of said Survey. Thence with the west line of said Survey N. 12. W. 280 poles to a stake South West corner to H. J. Bigleys land thence N. 78. E and with H. J. Bigleys S. line 80 poles to the place of beginning containing One Hundred and forty (140) acres of land. The said John Benedict died intestate leaving said Julia A. Benedict his widow who is entitled to Dower in said premises said lands descended to the following named

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persons only heirs and legal representatives of the said John Benedict. to-wit: Margaret Benedict a daughter of said deceased who is now intermarried with the plaintiff One fourth part thereof. To Mary Benedict a daughter of said deceased One Fourth part thereof. To William H Benedict and Arthur F. Benedict sons of the said deceased each one fourth part thereof. That after the death of said John Benedict the said William H Benedict sold one third of his estate and interest being the 1/12 of the said Estate to this plaintiff and also 1/3 of his interest to said Mary Benedict and executed and delivered his deed of Quit Claim releasing his said undivided interest as aforesaid. That afterwards the said Mary Benedict being the owner of 4/12 of said premises sold and by deed of Quit claim conveyed all her interest in said premises to the plaintiff who has made valuable improvements thereon at his own expense. The said plaintiff is now the owner of the undivided 7/12 of the said premises in fee simple. The said William H. Benedict is the owner of the undivided 1/12 of said premises in fee. And the said Arthur F. Benedict 3/12 thereof. The said Margaret Burgoon 3/12 thereof in fee.

All of said interests are subject to said dower. The plaintiff desires to hold his interest in severalty. Wherefore the Plaintiff prays that all of said parties may be duly notified of the filing and pendency of this petition and that the Dower of the said Julia A. Benedict in said Premises may be assigned and that partition of said premises may be had or if the same, allowing the plaintiff for his improvements, cannot be done, without manifest injury then that such proceedings may be had as are authorized by law and for all proper relief.

Cameron & Benton attys for Pl'ff.

State of Ohio. Union County ss. Columbus H. Burgoon being first duly sworn deposes and says the facts stated and the allegations made in his foregoing petition are true as he verily believes

C. H. Burgoon.

Sworn to before me by said Columbus H. Burgoon and by him signed in my presence this 18th day of July. 1881.

D. M. Winget. Clerk.

Praecipe. Clerk. Issue summons upon the petition in this case direct to the Sheriff of Union County. Returnable according to law. Arthur F. Benedict is a minor over 14 yrs.

Summons. Afterwards on the 18th day of July A.D. 1881. the following summons was issued by the Clerk of said Court which reads as follows, viz:

The State of Ohio Union County ss. To the Sheriff of the County of Union. Greeting:

We command you to notify Julia A Benedict William H. Benedict Margaret Burgoon and Arthur F Benedict a minor over 14 years of age that they have been sued by Columbus H. Burgoon in the Court of Common Pleas of Union County. and that unless they answer by the 20th day of August A.D. 1881. the petition of the said Columbus H. Burgoon against them filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 1st day of

August A.D. 1881. Witness my hand and the seal of said Court this 18th day of July A.D. 1881.

W.M. Winget, Clerk.

Sheriff's Return.

The State of Ohio } ss.
Union County }

Received this writ July 18th A.D. 1881 at 5 o'clock P.M. and pursuant to its command I served the same on the 28th day of July 1881. by delivering a certified copy with endorsements thereon to each of the within named defendants. Service $1.20 Mileage $3.52 Copy 60c Total $4.32.

John Hobensack Sheriff.

Entry.

Afterward on the 12th day of September 1881 the following entry was made on the Journal of said Court which reads as follows viz:

Columbus W. Burgoon.
vs.
Julia A. Benedict et als.

Now comes the Plaintiff herein by Cameron & Benton his attorneys and his petition thereupon coming on to be heard. the Court finds that all of the Defendants have had due and legal notice of the filing, pendency and demand of the said petition and that they are in default for answer and demurrer and that the said petition is thereby confessed by them to be true. Thereupon the Court find that Julia A. Benedict widow. is entitled to dower in the premises. described in the petition and that subject thereto the said plaintiff Columbus W. Burgoon is seized of and has a legal right to the undivided 1/2 of said premises in fee. The said Margaret Burgoon has a legal right to and is seized in fee of the undivided 1/12 thereof. The said William H. Benedict has a legal right to and is seized in fee of the undivided 1/12 thereof and the said Arthur F. Benedict has a legal right to and is seized in fee simple of the undivided 3/12 thereof. That all of said parts and interests are subject to the dower of said Julia A. Benedict and the said Margaret Burgoon, William H. Benedict & Arthur F. Benedict are tenants in common with the Plaintiff in said premises. The Court further find from the evidence that a gravel Road extending east and west through said premises and that the said plaintiff at his own expense has made improvment thereon on the south side of said road by erecting buildings thereon and that he is entitled to the value of said buildings in making partition of said lands. No good cause appearing why partition should not be made It is ordered, adjudged and decreed by the Court. that the said Julia A. Benedict be endowed of one full equal third part of said premises and that subject thereto partition of said estate be made and that an order issue to the Sheriff of the said County of Union commanding him that by the oaths of Andrew S. Mowry. Lorenzo Cheney and David R. White three judicious and disinterested freeholders of the vicinity who are hereby appointed commissioners for that purpose he set off and assign such dower to the said Julia A. Benedict according to law and that by the like oaths of the said named commissioners he cause to be set off and divided to the said plaintiff

Writ of Partition and Dower.

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and to each of the said Defendants the parts and proportions of the said estate to which they are hereinbefore severally found entitled. And it is further ordered that in making said assignment of dower and partition the said Plaintiff in addition to his share is entitled to the value of the said buildings erected by him on the south side of the said road and that partition be made accordingly.

And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Afterward on the 12th day of September A.D. 1881 the following Writ of Partition was issued by the Clerk of said Court which reads as follows, viz:

Writ of Partition and Dower.

The State of Ohio } ss. To the Sheriff of said County, Greeting;
Union County }

We command you, that without delay, by the oaths of Andrew S. Mowry, Lorenzo Cheney, and David C. White you cause to be set off and assigned to Julia A. Benedict widow of John Benedict late of said county, deceased, one equal third part of the Real Estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following Real estate, situate in the County of Union and State of Ohio. Part of Survey No. 9921 Bounded and described as follows.

Beginning at a stone in the center of the N. A. Carter Road and S.E. corner of H. J. Bigleys land. Thence S. 12. E. 27½ poles to an Elm in the S. line of said survey. Thence with the original line westerly 80 poles to the S. W. corner of said Survey. Thence with the west line of said Survey N. 12. W. 18 poles to a stake southwest corner to H. J. Bigleys land Thence N. 78. E. and with H. J. Bigleys S. line 80 poles to the place of beginning containing One Hundred and forty acres of land. subject to said dower estate, among the persons named herein, and in the following persons to-wit: To Columbus W. Burgoon ½ parts. To Margaret Burgoon ½ parts. To William H. Benedict ½ part. To Arthur F. Benedict ½ parts. and it is further ordered that in making said assignment of Dower and partition the said plaintiff in addition to his share is entitled to the value of the buildings erected by him on the South side of said road & that partition be made accordingly. In pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition and Dower wherein the said Columbus W. Burgoon is petitioner, and Julia A Benedict et als are respondents: and that your proceedings in the premises you distinctly certify under your hand, to our said Court forthwith.

Witness my name and the seal of the Court of Common Pleas at the Court House in Marysville this 12th day of September A.D. 1881.

W. M. Knight, Clerk.

Sheriff's Return

As commanded by the Writ of Partition and Dower, I have executed the same by the oaths of Andrew S. Mowry, Lorenzo Cheney and Harvey Mather causing Dower to be assigned to Julia A. Benedict widow of John Benedict, deceased and partition to be made of the premises in said writ described; all of which will more fully appear by reference to the report of the said Commissioners herewith returned.

Service 30¢ Mileage $4.00 Executing Writ, Swearing Comr. $1.20 Report of Commissioners $2.00. Total $7.30 Commissioners $24.00

Given under my hand this 10th day of October A.D. 1881.

John H. Ebensack Sheriff.

Comm. Report.

Columbus H. Burgoon against Julia A. Benedict et als. } Union County ss. Court of Common Pleas. In Partition & of Dower.

According to the command of the writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after first being duly sworn, and upon actual view of the premises, do set off and assign to the said Julia A. Benedict as her Dower estate in the said lands, in said petition described the following tract, to-wit: Beginning at a stake in the west line of Survey No. 9921 and in the center of the Rush Creek Gravel Road; Thence with the center of said Road N. 85° E. 81 poles to a stake in the west line of Jason D. Chapmans land; Thence with said line & the west line of Harvey Mathers land. N. 9° W. 91 46/100 poles to a stake; Thence S. 80½° W. 80 52/100 poles to a stake in the west line of said Survey No. 9921 Thence with said line S. 9° E. 85 60/100 poles to the beginning containing 44½ acres.

And we do set off and assign to Columbus H. Burgoon as his share of said lands so much thereof as is contained within the following bounds, to-wit: Beginning at a Beech south west corner to survey No. 9921; Thence with the west line of said Survey N. 9° W. 182 60/100 poles to a stake southwest corner to Wm H. Benedicts land; Thence with the South line of said land N. 80½° E. 50 26/100 poles to a stake corner to Margaret Burgoons land; Thence with the west line of said land S. 9° E. 183 60/100 poles to a stake corner to said land in the South line of said Survey No. 9921 Thence with said line S. 81° W. 50 26/100 poles to the beginning containing 57 acres and 115 poles more or less. And being part of Survey No. 9921. Subject to the Dower Estate of Julia A. Benedict.

And we do set off and assign to Margaret Burgoon as her share of said lands so much thereof as is contained within the following bounds, to-wit: Beginning at an Elm in the South line of Survey No. 9921. and Southwest corner to J. D. Chapmans land Thence with the west line of said land N. 9° W. 183 76/100 poles to a stake. South East corner to Wm H. Benedicts land; Thence with the South line of said land S. 80½ 44/100 W. 30 24/100 poles to a stake corner to C. H. Burgoons land Thence with the East line of said land S. 9° E. 183 60/100 poles to a stake corner to said land in the South line of said Survey No 9921. Thence with said line N. 81° E. 30 24/100 poles to the beginning. containing 34 acres and 101 poles more or less. And being part of Survey No 9921. subject to the Dower estate of Julia A. Benedict.

And we set off and assign to Arthur F. Benedict as his share of said lands so much thereof as is contained within the following bounds to-wit: Beginning at a stone in the west line of Harvey Mathers land, and South East corner to

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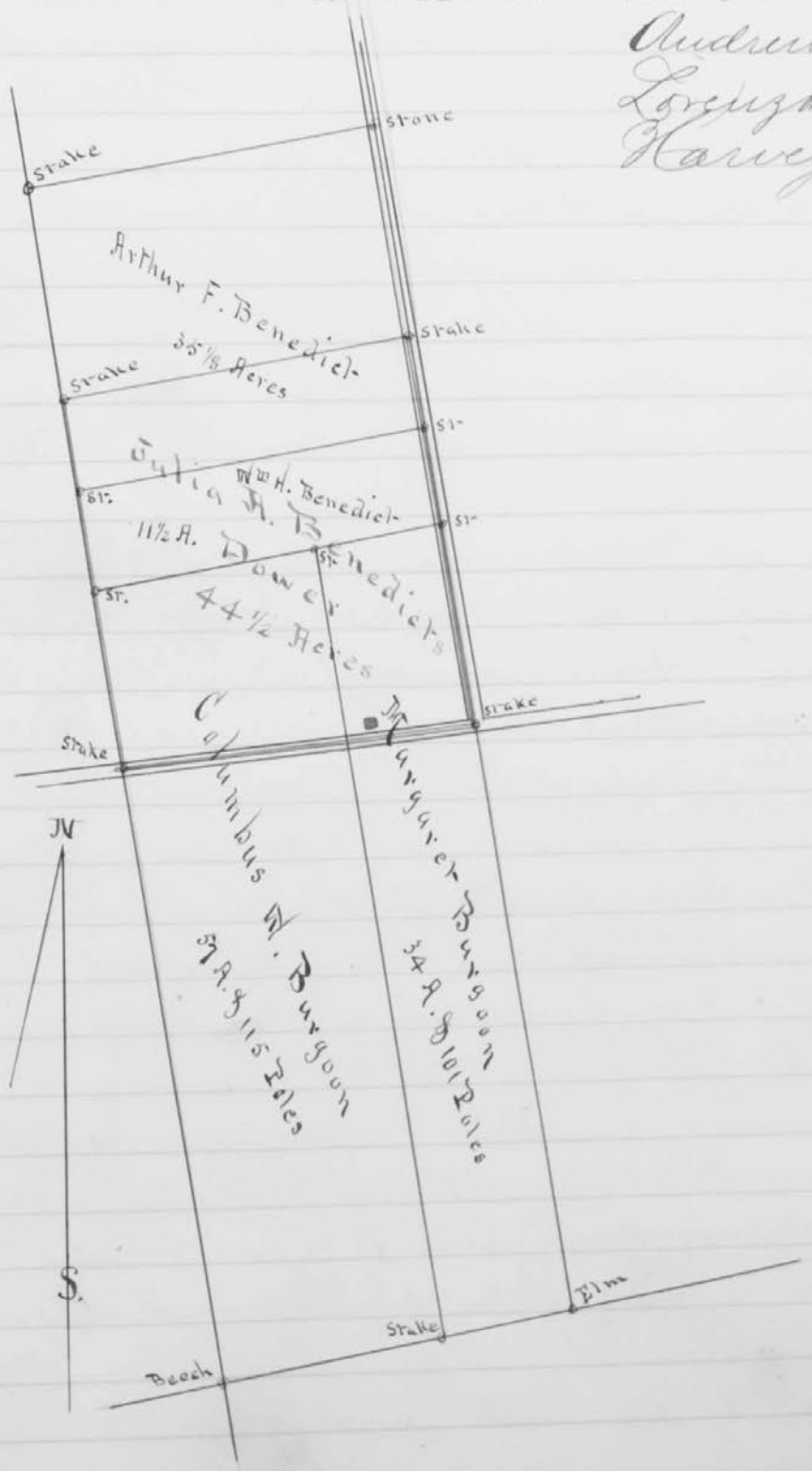
H. J. Bigley's land. Thence with the South line of said land S. 80½° W. 80 56/100 poles to a stake corner to said land in the west line of Survey No. 9921; Thence with said line S. 9° E. 70 poles to a stake, Thence N. 80½° E. 80 56/100 poles to a stake in the west line of said Harvey Mathers land Thence with said line N. 9° W. 70 poles to the beginning containing 35 acres and 20 poles more or less. Being part of Survey N. 9921 Subject to the Dower estate of Julia A. Benedict.

And we do set off and assign to William H. Benedict as his share of said lands so much thereof as is contained within the following bounds, to-wit: Beginning at a a stake in the West line of Harvey Mathers land and south east corner to Arthur F. Benedicts land; Thence with the south line of said A. F. Benedicts land S. 80½° W. 80 56/100 poles to a stake corner to said land in the west line of Survey No 9921 Thence with with the said line S. 9° E. 23 poles to a stake; Thence N 80½° E. 80 56/100 poles to a stake in the west line of J. D. Chapmans land; Thence with said land & the west line of said Harvey Mathers land N. 9° W. 23 poles to the beginning containing 11½ Acres more or less. being part of Survey No. 9921. Subject to the Dower Estate of Julia A. Benedict.

Fees. Andrew S. Mowry. Coms. 2 days. $2.00, Lorenzo Cheney. 2 days $2.00 Harvey Mathers 2 days $2.00, Alex. Kuston chain carrier 2 days $2.00 Wm H. Benedict 2 days $2.00 C. W. Burgoon Marker 2 days $2.00 A. S. Mowry. Surveyor 2 days. $8.00 Same for plat & description &c. 1 day. $4.00

Given under our hands this 5th day of October 80.

Andrew. S. Mowry, Com.
Lorenzo Cheney "
Harvey Mathers. "



Afterward on the 13th day of October 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Columbus. W. Burgoon
vs.
Julia A Benedict etals.

On motion to the Court by the Plaintiff and upon his producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and the same having been examined by the Court and found in all respects correct and in conformity to law and the former orders of this Court the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said Julia A Benedict have and possess the lands so assigned to her as and for her reasonable Dower in said premises and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively. And it is further ordered that the cost of this action including a counsel fee of $40 00 to Cameron & Benton Attorneys for services herein taxed at $ be paid by the said parties in the following proportions to-wit: Julia A Benedict 3/15: Columbus W. Burgoon 3/15. Margaret Burgoon 3/15; Arthur F. Benedict 3/15. William H Benedict 1/15. and in default of such payment for three days that execution issue therefor as in other cases.

Attest. W. M. Winget, Clerk.

Plea before His Honor John L Porter judge of Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 12th day of September 1881. Heretofore, to-wit: on the 1st day of January, 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Garrison W Newlove. }
vs. } State of Ohio. Union County ss.
Elizabeth A. Newlove. } Court of Common Pleas

The Plaintiff says that he has been a resident of the State of Ohio, for more than the year last past and that he is now a bona fide resident of said County of Union.

That more than twenty years ago at the County of Clark in said State he was married to the Defendant, which marriage relation still exists. That there has been born to said Plaintiff and defendant as the result of said marriage relation two children one of whom is still a minor named Marmillius aged 10 years. That the said Plaintiff has always conducted himself toward the said Defendant as a faithful and provident husband. That said Defendant during the last year and for several years previous thereto has at divers places in the said County of Union been guilty of adultery with one Holmes A Hutchinson and that during the

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last year she has also been guilty of adultery with said Hutchinson out side of said County of Union. That this plaintiff upon hearing of the said adulteries has seperated from her and now lives dpart. Wherupon plaintiff prays that he may be divorced from said Defendant and that the custody of said minor child may be decreed to him and for all proper relief.

Cameron & Benton Attys for Plaintiff

Afterward, on the 1st day of January A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio. Union County ss. To the Sheriff of Union County:

You are commanded to notify Elizabeth A. Newlove that Garrison N. Newlove has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, a copy of which is herewith served on her, charging her with adultery and asking that he be divorced from her, and that he have the custody of Minor children and for other proper relief. Said petition will stand for hearing during the Term of said Court next insuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 10th day of January A.D. 1881. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 1st day of January A.D. 1881.

SEAL.

W. M. Winget, Clerk.

Sheriff's Return. Recvd on the 1st day of January A.D. 1881 and on the 3d day of January A.D. 1881 I served the same by delivering a true copy thereof with a copy of Petition to the within named Elizabeth A. Newlove. Service 35c Copy 20c Mileage 30c Total 85c

J. J. Miller Sheriff By Dyer Reed Deputy

Afterward, on the 5th day of Febmary 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. Garrison Newlove. vs. Elizabeth A Newlove. } This day came the parties by their Attorneys and thereupon this cause came on to be heard upon the motion of the Defendant to require the petition of the said plaintiff to be made more definite and certain for reasons in the motion stated. On consideration whereof the Court being fully advised in the premises do sustain said motion thereupon the plaintiff asked and had leave to file amended petition herein in 15 days and cause continued.

Amended Petition. Afterward on the 15th day of Feb. 1881 the following Amended Petition was filed with the Clerk of said Court which reads as follows, viz:

Garrison N. Newlove vs. Elizabeth A. Newlove } State of Ohio. Union County ss. To the Court of Common Pleas.

The Plaintiff Garrison N. Newlove complains of the said Defendant Elizabeth A. Newlove for that the said Plaintiff has been a resident of the State of Ohio for more than ten years last past and is now a bona fide resident of the said County of Union. That more than Twenty years ago at the County of Clarke the

State of Ohio he was married to said Defendant which marriage relation still exists. That there has been born to said Plaintiff and Defendant as the result of said marriage relation two children one of whom is still a minor Marrilious aged 10 years who is with and cared for by the Plaintiff. The other child is a daughter married and living with her husband. That the said plaintiff has always conducted himself toward the said defendant as a faithful and provident husband. But the said Plaintiff avers that the said Defendant regardless of her duties as a wife has been guilty of gross neglect of duty and that she has been guilty of adultery with one Columbus Hutchinson at the following times and places to wit: about the 28th day of November 1880 at the residence of Lawrence Sagerin Marysville Ohio during the months of August & September 1876 at the residence of this Plaintiff in Leesburg Jerome twp Union County Ohio. and during the months of January & February 1880 at said plaintiffs residence and during the Summer of 1880. at North Lewsburg Champaign County, Ohio. and frequently during the summer of 1876. at the said plaintiffs residence.

The said plaintiff further says that he is unable to give the dates more exactly but that during summer and fall of 1876. the said Defendant when the the Plaintiff would be absent on business would send messages to said Hutchinson to come to her home and which messages would be obeyed by said Hutchinson and he would go to her and she would in her own home on the lounge and on the bed and other places about the building commit adultery with him. That also at divers & frequent times during the years. 1878-1879-1880. at the residence of this plaintiff in said County the exact dates or more particular dates this plaintiff is unable to give did commit adultery with said Hutchinson. and at various times and places which the plaintiff is unable to set forth the said Defendant has committed adultery with said Hutchinson. The Plaintiff says that after learning of said adulterous conduct he separated from his said wife and has not lived with her after said separation.

Plaintiff therefore prays that he may be divorced from the said Defendant and that the care of said child Marillius may be decreed to him and for all proper relief.

Cameron & Benton Attys for Pltff.

Entry. On the 19th day of January 1881 the following entry was made on the Journal of said Court which reads as follows, viz:

Garrison Newlove, vs. Elizabeth A Newlove } Court of Common Pleas.

On motion of the said Elizabeth A. Newlove Defendant herein by her attorney and good cause being shown it is hereby ordered that she be allowed the sum of ($50 00). as alimony pendente suit. in the above action. It is therefore ordered that the said Garrison Newlove pay to the said Elizabeth

Entry.

Answer and Cross Pet.

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A Newlove or her attorney the sum of $25 00 immediately on the service of this order and the sum of $25 00 within 20 days thereafter and in default of any of such payments for three days execution is allowed to issue therefor.

Afterward on the 18th day of May 1881. the following entry was made on the journal of said Court which reads as follows, viz:

Entry.

Garrison Newlove. vs. Elizabeth A. Newlove } Union Common Pleas.

On motion of the Defendant herein by her attorney, and good cause being shown. It is hereby ordered that she be allowed the sum of forty dollars as and for her expenses in conducting this action and her defense therein. This allowance is additional to what has heretofore been allowed. in the case.

It is therefore ordered that the said plaintiff pay to the defendant or her attorneys the sum of Forty Dollars ½ immediately, the balance in 20 days, upon the service of this order and in default of such payment for three days execution is allowed to issue therefor.

Afterward on the 14th day of September 1881 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Answer and Cross Pet.

Garrison Newlove. vs. Elizabeth Newlove } Common Pleas. Union County. Ohio.

Now comes the said Defendant and for her Cross Petition and Answer herein says: 1st That she is and has been a bona fide resident of said County of Union for more that a year last past. 2 On or about the 9th day of November A.D. 1859 at Clark County. Ohio. she was married to the said plaintiff, and has ever since conducted herself toward the said Garrison Newlove as a faithful & obedient wife.

3 The Plaintiff regardless of his marital duties on or about the 4th day of July 1878. and on or about the day of June 1879. and on or about the 5th day of June 1880 and on or about the day of October 1880 and on or about the day of February 1881. and on or about the day of March 1881 at the house. Saloon. Residence &c. of Mrs. Sandy in the town of North Lewisburg. County of Champaign & State of Ohio. and at many other times in the intervals between said dates did, at said house. commit adultery with Common women whose names are to the Defendant unknown. The exact dates of said adulteries are unknown to the Defendant.

The Defendant denies each and every charge & alligation of adultery or neglect of duty made in the plaintiffs petition or amended petition against her. She further says. The plaintiff regardless of his marital duties was. on or about the 25th day of February A.D. 1878 guilty of extreme cruelty to defendant in this to-wit: he struck the defendant with his fist and choked her in a cruel and violent manner. Also on the 4th Sunday in April 1879. he kicked her

in a malicious, violent & cruel manner out of a wagon so that she fell striking her knees on a stone and was bruised thereby. Also on the day of November 1879 he knocked the defendant violent against the wall. At many other times during the last twenty years he has viciously abused the defendant in various ways. The above specified acts of extreme cruelty were perpetrated by the plaintiff at and near his residence in Lees-burg Township said County of Union, and without any cause or justification therefore so far as the defendant is concerned.

The Plaintiff in disregard of his duties as a husband has been willfully guilty of gross neglect of duty to the defendant and his family for more than 15 years last past in the following particulars, viz: He has willfully neglected to give to the defendant & their children proper and necessary attention in sickness & has habitually ill treated and abused the plaintiff, and neglected to provide such clothing in quality and quantity as her station in life required, and to provide proper supplies & eatables for the family when leaving them on frequent occasions to remain away for long periods, and has abused her for obtaining such necessaries on his credit during his said absences.

He has cast upon her the care and management of the farm during his frequent & protracted absences, and habitually exacted from her an undue amount of manual labor in farming and looking after stock &c.

For the last two years he has devoted himself to one Anna Dosh as a lover, and as though he was an unmarried man and thus willfully caused great unhappiness to the defendant, and this he has done at times in his own house.

He has habitually used & is addicted to using liquors to excess and been guilty of habitual drunkeness for 15 years past.

On the 24th of December 1880 the Plaintiff turned the Defendant away, and thus & ever since neglected to provide any means for her support except the small allowance made in this case, all this without any justification therefor so far as the defendant is concerned.

The Defendant was at the times of the adulteries, gross neglect & extreme cruelties herein alleged destitute of separate means, and unwilling to leave her children. She is now without means and her health and constitution are greatly impaired by the said ill treatment she has experienced at the hands of the plaintiff and the hard labor and privations she has endured as aforesaid as his wife, and in taking care of and raising their family and working for plaintiff. Defendant denies each and every allegation of the petition and amended petition except as to the marriage the residence and the births of children. The Plaintiff has at this time an interest which is worth $2500. in the farm consisting of 117 acres on which they resided from soon after the marriage till the

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seperation, and has $3000 in personal property consisting in farming implements on said land, farm products thereon, live stock, Life Insurance interests, notes, money, and other things which the plaintiff is unable to specify or, said land is now in the occupancy & possession of the Plaintiff and is situated in Leesburg Township said Union County. Nearly all of said property has been accumulated since said marriage and said accumulation is to a great extent due to the labor, industry and economy of the defendant.

The Defendant prays that she may be divorced from the plaintiff and that the plaintiff may be decreed to pay her reasonable alimony and for such other and further relief as may be equitable

J. B. Cole Attorney for defendant.

State of Ohio. Union County ss. Elizabeth A. Newlove being sworn says that the facts stated and the allegations in her foregoing pleading are as she believes true.

Elizabeth A Newlove.

Sworn to & subscribed before me this 31st day of March 1881.

(Seal) O. K. Beightler Notary Public.

Afterward on the 13th day of September 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry

Garrison Newlove
vs
Elizabeth A Newlove.

Common Pleas. Union County Ohio.

This coming on to be heard upon the motion of Defendant for leave to file answer and cross petition herein was submitted to the Court upon said motion. On consideration whereof the Court do sustain said motion & grant said leave. And said Answer & Cross Petition is accordingly filed.

Afterward on the 8th day of October 1881 the following entry was filed with the Clerk of said Court which reads as follows viz:

Entry.

Garrison Newlove
vs
Elizabeth A Newlove

This day came this cause on to be heard upon the pleadings of the said parties and the evidence. On consideration whereof the Court being fully advised in the premises do find that neither of said parties have been guilty of adultery and that charge is ordered to be stricken out of both the Petition and cross petition. The Court further find that the said plaintiff has not been guilty of either extreme cruelty or gross neglect of duty as charged in the defendants cross petition. The Court further find from the evidence that the plaintiff has been a resident of the State of Ohio and the County of Union for more than the year last past. That the defendant Elizabeth A. Newlove has been guilty of gross neglect of duty as charged in the Plaintiffs Petition and on that account the Plaintiff is entitled to a divorce. It is therefore considered, ordered and decreed by the Court that the marriage relation heretofore existing between the parties be and the same is hereby set aside, annulled and held for naught, and both parties released from the obligations of the same.

It is further decreed by the Court that the care and guardian-
ship of the said child Manillius be and the same is given to
the Plaintiff with the privilege of Defendant visiting him at all
reasonable times. And as to all questions regarding alimony
this case is fund for further evidence.

Afterward on the 15th day of October 1881 the following entry was
made on the Journal of said Court, which reads as follows, viz:

Entry. Garrison Newlove vs Elizabeth A Newlove. } Common Pleas Union County, Ohio.

This cause coming on to be heard upon the
questions in regard to alimony and the evidence on that subject
was argued by counsel & submitted to the Court, on consideration
whereof the Court find: That the Defendant was at the commence-
ment of this suit and had been for more than three years
a bona fide resident of said County of Union. and that the
cause of complaint arose in this County. And that she is
entitled to alimony out of the estate of her husband the said
Plaintiff. It is therefore ordered and adjudged that the
Plaintiff pay to the Defendant as her reasonable alimony
in money.

The sum of Two Hundred & Fifty Dollars, payable as follows, viz:
Fifty Dollars in cash immediately Oct. 14th 1881 and fifty dollars at the
commencement of each six months thereafter until the whole
$250, is paid to-wit: $50 April 14th 1882, $50 October 14th 1882,
$50 April 14th 1883 $50 October 14th 1883. And the same is without
interest until due. and is hereby made a lien upon all the
real estate of the said Garrison Newlove. And in default
of each payment for three days, execution is allowed to
issue therefor. It is further ordered that the said Garrison
Newlove Plaintiff pay the costs herein taxed at $ within
five days, or that execution be allowed to issue therefor.
Whereupon the said Garrison Newlove gave notice of
appeal of this case to the District Court and the Court fixed
the bond for appeal at $200. And the said Elizabeth A.
Newlove gave notice of her intentions to appeal this cause to the
District Court.

Attest D. W. Winget, Clerk.

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Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union & State of Ohio, on the 12th day of September 1881. Heretofore, to-wit: on the 19th day of August 1879 the following Petition was filed with the clerk of said Court which reads as follows viz:

Petition

Robert Gibson
vs
W. W. Woods

State of Ohio Union County ss. In the Court of Com. Pleas.

The said Plaintiff Robert Gibson says, On or about the 13th day of July 1877. the Plaintiff had on the premises of Orlando Wells a large amount of wheat and other grain in the shock and was making preparations to thrash the same. That one Orlando Wells commenced a proceeding in this Court to enjoin the plaintiff from interfering with said grain and for other purposes. That on said day the defendant W. W. Woods executed to this plaintiff an undertaking in writing a copy of which is hereto attached marked "A". and made part hereof. And thereby promised, bound & obligated himself to pay to the plaintiff all damage he might sustain by reason of the injunction granted in said action if it should turn out that the same was wrongfully obtained

That the granting of the injunction upon the condition of a bond or undertaking being given and without the same would not have been granted or binding upon the plaintiff. The plaintiff says that at the time of granting said injunction and the execution of said undertaking his harvest was ready to thrash and in order to avoid the effect of said injunction the plaintiff was compelled to and did at great expense employ counsel and cause notice to be given in vacation of this Court for a notice to dissolve said injunction and hired livery and made journeys to see witnesses and caused a hearing to be had upon which hearing said injunction was modified so as to permit the said plaintiff to go on and thrash his wheat and grain, and other modifications were then made that afterwards to-wit: at the February Term of this Court A.D. 1879 the said Court found said injunction to have been wrongfully obtained and that the same ought not to have been granted and dismissed or dissolved the same at the cost of the said plaintiff in said case.

This Plaintiff avers that said injunction was wrongfully obtained and that an action has accrued to him upon said undertaking and that this plaintiff by reason thereof has been put to great trouble and expense. That he incurred a liability to his counsel J. L. Cameron in the sum of $45 00. to his witnesses $4 00. His own necessary expense $30 00. For livery hire $2.50. Paid for taking care of grain extra $3 00. For additional expense threashing $12 00. and suffered damage to his grain $20 00. That he has been damaged in the said several foregoing sums amounting in all to $96 50.

Whereupon Plaintiff asks judgment against said W. W. Woods defendant for the sum of Ninety Six and 50/100 Dollars and for interest from July 20th 1877. and for all

proper relief.

Cameron & Benton. Attys. for Pltff.

State of Ohio Union County ss. Robert Gibson being first duly sworn deposes and says the facts stated and the allegations made in his foregoing Petition are true as he verily believes.

Robert his X mark Gibson

Sworn to before me by said Robert Gibson and by him signed in my presence this 19th day of August 1879.

W. W. Wright. Clerk.

Undertaking

Orlando Wells. vs. Robert Gibson } The State of Ohio Union County ss. Court of Common Pleas

We bind ourselves to the said Defendant Robert Gibson in the sum of Two Hundred Dollars that the said Plaintiff Orlando Wells, shall pay to the said Defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted July 13th 1877.

Signed W. W. Woods.

This undertaking approved by me this 13th day of July 1877.

W. W. Wright. Clerk of said Court.

Afterward on the 16th day of January 1880 the following entry was made on the Journal of said Court which reads as follows;

Entry

Robert Gibson vs. W. W. Woods } This day came this cause on to be heard upon the Demurer of the Defendant to the petition of the said Plaintiff and was argued by counsel and submitted. On consideration whereof the Court being fully advised in the premises do overrule said demurer to which ruling of the Court in overruling said demurer the Defendant excepts. Whereupon the defendant has leave of the court to answer by Monday Jan. 19th

Afterward on the 16th day of October 1880 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Robert Gibson vs. W. W. Woods } This cause is continued with leave of the Plaintiff to plead to the Defendants answer in 30 days from the rising of the court.

Afterward on the 10th day of January 1881. the following entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Robert Gibson vs. William W. Woods. }

On motion to the Court by the Plaintiff it is ordered that the Defendant make his answer more definite and certain as prayed for in said motion. to which ruling the Defendant excepts and the Defendant takes leave to file his Amended

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Answer by tomorrow, Wednesday the 12th January.

Afterward on the 4th day of Febmary. 1881. the following Amended Answer was filed with the Clerk of said Court which reads as follows:

Amended Answer.

Robert Gibson
vs.
William W. Woods
} Court of Common Pleas. Union County.

Now comes the said Defendant William W. Woods and for answer to the petition of the Plaintiff says: That he admits that one Orlando Wells did commence a proceeding to procure and injunction against the said Robert Gibson as allegid in Plaintiffs Petition Defendant also admits that he signid the undertaking described in said petition. But this Defendant denies that any injunction was allowed or perfection said case against the said Robert Gibson as allegid in said petition.

P.B. Cole & Son. Attys for Deft.

State of Ohio. Union County ss. William W. Woods. being sworn says that the facts statid and allegations in his foregoing Answer are true as he believes.

W.W. Woods.

Sworn to before me & signed in my presence Jany. 19th 1881.

M.C. Lawrence Notary Public. Esqd.

Afterward on the 30th day of September 1881. the following Entry was made on the Journal of said Court which reads as follows viz:

Entry.

Robert Gibson
vs
W.W. Woods.
}

This day came the parties by their attorneys and neither party requiring a Jury the same was waived and this cause submitted to the Court upon the pleadings and evidence. On consideration whereof the Court being fully advised in the premises do find for the Plaintiff and assess the amount the Plaintiff ought to recover by reason of the premises at fifty Dollars. It is therefore considerid and adjudged by the Court that the said Plaintiff recover of the said Defendant the said sum of fifty Dollars so as aforesaid found due and his costs herein expended taxed to $— to which judgment and decree of the Court the defendants excpt.

Afterward on the 15th day of October 1881 the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

Robert Gibson
vs.
W.W. Woods.
}

This cause coming on for hearing upon the motion of the defendant to set aside the finding and judgment of the Court therein and for a new trial for the reasons following. viz: 1st The said finding and judgment of the Court are not sustained by sufficient evidence. 2d The said finding of the Court is not according to law. was argued by counsel and submitted. Whereupon the

Court overruled said motion. To which overruling of said motion the Defendant then & there excepted and presented his bill of exceptions and prayed that the same be allowed signed, sealed and made part of the record. And by consent of the Plaintiff 30 days is allowed from the rising of this Court to the Defendants in which to prepare his bill of exceptions. And it is ordered that the Journal be kept open for that purpose and the same is entered as of the term.

Attest. W. W. Winget, Clerk.

Pleas before His Honor John L. Porter, Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the 12th day of September 1881. Petition, to-wit: on the 3d day of April 1880 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Geo. W. Knisely & Co.
vs.
Pelitiah Allyn, E. K. Allyn, and J. F. Winters, Lucius Webster, H. K. Conkwright, Rogers, Englet & Co, A. L. Kendall, A. C. Andrews & Oliver Webster.

Petition. } Court of Common Pleas, Union County Ohio.

Plaintiffs say: That they are a partnership doing business in said State of Ohio, under the firm name and style of G. W. Knisely & Co, and are incorporated. 1st That on the 20th day of May A.D. 1876, the said Defendant P. Allyn made and executed to the said plaintiffs his five certain promisory notes of that date and thereby promised to pay to said plaintiffs or order the sums following, to-wit: On the first of said notes the sum of One Hundred Dollars with eight percent interest and due in three months after the date thereof, for value received. On the second of said notes the sum of One Hundred Dollars at eight per cent. interest and due in five months after the date thereof, for value received. On the third of said notes the sum of One Hundred Dollars, at eight per cent. interest, and due in eight months after the date thereof, for value received. On the fourth of said notes the sum of One Hundred Dollars at eight per cent interest, and due in ten months after the date thereof, for value received, And on the fifth one of said notes the sum of Two Hundred Re sixty five & 33/100 Dollars at eight per cent interest, and due in One Year after the date thereof, for value received. (Copies of which notes are hereto attached marked respectively, Exhibits "A" "B" "C" "D" and "E").

Copies of Notes.

2. On the 20th day of May A.D. 1876. to secure the payment of said notes the said P. Allyn and E. K. Allyn (his wife), executed and delivered to the said plaintiffs, their mortgage deed and thereby conveyed to said plaintiffs, their heirs and assigns the following premises, situate in said County of Union, and State of Ohio and in the Township of York, and being part of Virginia Military

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Survey No. 3234, and bounded and described as follows viz;
Beginning at a stone with pieces of glass under it North 35½° W. One pole from the intersection of the road leading up the South side of Bokes creek:
Thence N. 70° W. 9 poles and 14 links to a stone with pieces of crockery under it;
Thence N. 2° W 9 poles to a stone with pieces of white earthware under it;
Thence S. 70° E. 9 poles and 14 links to a stone with pieces of glass under it; Thence S. 2° E. 9 poles to the beginning containing One half Acre, more or less. The condition contained in said mortgage deed was in substance, That if said P. Allyn or any one for him should pay or cause to be paid the above mentioned promisory notes when the same became due then said mortgage to be void.
3rd On the 29th day of May A.D. 1878, at 5 o'clock P.M. said mortgage was left with the Recorder of said County to be by him entered on Record and was recorded on the 13th day of June A.D. 1878, in Union County Record of Mortgages Volume 14 Page 261.
4th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Six Hundred and fourteen & 2/100 Dollars with eight per cent interest on Five Hundred and Sixty five & 35/100 Dollars from May 20th 1878 and eight per cent interest on Forty Eight & 87/100 Dollars from March 12th 1879. The said defendants T. K. Conkwright, Roger, Engle & Co., O. K. Kendall, O. O. T. Andrews, J. F. Winters, Oliver Webster and Lucius Webster, claim some lein on said premises, but the plaintiffs say that they are ignorant of the nature or extent thereof.
6th Plaintiffs ask judgment against said P. Allyn for said sum of Six Hundred and Fourteen & 2/100 Dollars, with eight per cent interest on Five Hundred and Sixty five & 35/100 Dollars from May 20th 1878. and eight per cent interest on Forty Eight & 87/100 Dollars from March 12th 1879. That said mortgage may be foreclosed. The priorities of liens determined, said premises ordered to be sold and the proceeds applied to the payment of said indebtedness and for all other proper relief in the premises.

Carpenter & Brodrick Attys for Pltff.

The State of Ohio. County of Union ss. John M. Brodrick being sworn makes oath that he is one of the Attorneys for said plaintiffs duly authorized; That said plaintiffs are non-residents of said County of Union and now absent therefrom, and that the facts stated in the foregoing petition are, as affiant believes true.

Jno. M. Brodrick.

Sworn to by said Jno. M. Brodrick before me and signed by him in my presence this 3d day of April 1880.

W. W. Winget Clerk.

Praecipe — Clerk: Issue summons to defendants on the within Petition directed to Sheriff of Union County, returnable according to law. Endorse. Judgment & foreclosure of mortgage Amount claimed $614 20/100 with 8% int. on $565 35/100 from May 20th 1878. and 8% interest on $48 85/100 from March 12th 1879.

Copies of Notes. — Exhibit "A" $100.00 Dayton, Ohio, May 20th 1878,
Three months after date I promise to pay to the order of Geo. W. Kneisly & Co. One Hundred Dollars. Value Received, with 8% int.
P. Allyn

Endorsed: Sept. 14th 1878. By Cash #30.12, Order on McAdams for Judgment against Wm Moffitt. Feby. 11/79 By cash #3.83 March 12/79 By cash #20.00.

Exhibit "B" $100.00 Dayton Ohio. May. 20th 1878.

"Five months after date I promise to pay to the order of Geo. W. Knisely & Co. One Hundred Dollars, Value received, with 8 per cent interest

No. 738 P. Allyn.

Exhibit "C" $100.00 Dayton, Ohio. May 20th 1878.

Eight months after date. I promise to pay to the order of Geo. W. Knisely & Co. One Hundred Dollars. Value Rec'd. with 8 per cent, interest.

No 379 P. Allyn.

Exhibit "D" $100.00 Dayton Ohio. May 20th 1878.

Ten months after date I promise to pay to the order of Geo. W. Knisely & Co. One Hundred Dollars. Value received with 8 per cent interest.

No. 760 P. Allyn.

Exhibit "E" $265.33/100 Dayton Ohio. May 20th 1878

One Year after date I promise to Pay to the order of Geo. W. Knisely & Co. Two Hundred & Sixty five & 33/100 Dollars. Value received at 8 per cent. interest from date.

No 761. P. Allyn.

Afterwards, on the 3 day of April A.D. 1880 the following Summons was issued by the Clerk of said Court which reads as follows, viz;

Summons — The State of Ohio, Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify Pelitiah Allyn E. H. Allyn, J. F. Writers and Lucius Writers. That they have been sued by George W. Knisely & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 1st day of May A.D. 1880 the petition of the said George W. Knisely & Co. against them filed in the Clerk's Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 12th day of April A.D. 1880. Witness my hand and the seal of said Court, this 3 day of April A.D. 1880.

(Seal). W. W. Kruger, Clerk.

Sheriff's Return. The State of Ohio, Union County ss. Received this writ 3 day of April A.D. 1880 at 5 o'clock P.M. and pursuant to its command served the same on the 7th day of April 1880 by delivering a certified copy thereof with the endorsements thereon to each of the within named Pelitiah Allyn, E. H. Allyn, J. F. Writers and Lucius Webster. Service $.75 Mileage 3.60 Serp. .80 Total $4.75

J. J. Miller Sheriff

Afterwards, on the 9th day of April 1880 the following Answer and Cross-Petition was filed with the Clerk of said Court which reads as follows:

Ans. and Cross-Pet. of W. H. Cookright.

Geo. W. Knisely & Co. vs Pelitiah Allyn et als } Common Pleas. Union County. Ohio.

Now comes the said W. H. Cookwright Defendant

and for his answer to the Petition & by way of Cross Petition &c. On the 3d day of July 1877 the Defendant Pelliah Allyn made and delivered to the Defendant John F. Hunters his promissory note of that date and thereby promised to pay to said J.F. Hunters or order the sum of One Hundred & Sixty dollars in one year after date thereof, for value received, with interest at 8 p.
2 The Defendant Pelliah Allyn on the 3d day of July A.D. 1877. to secure the payment of said note, executed and delivered to the Defendant John F. Hunters his mortgage deed and thereby conveyed to the said John F. Hunters defendant, his heirs and assigns. the following lands and Tenements situated in said County of Union & being part of Survey No. 3234 bounded and described as follows, to-wit: Beginning at a stone with pices of glass under it. N. 35½° W. from the center of the road leading up the south side of Bokes Creek. Thence N. 70° W. 9 poles and 14 links to a stone with pices of crockery under it. Thence N 2° W 9 poles to a stone with pieces of white earthen ware under it. Thence S. 70° E. 9 poles & 14 links to a stone with pices of glass under it. Thence S. 2° E 9 poles to the begining containing ½ acre except a piece out of the north east corner heretofore conveyed by C. Evans Town & wife to H. L. Slick. The condition contained in said mortgage deed was as follows, whereas the said P. Allyn has executed to the said J.F. Hunters, his promissory notes of even date herewith for the payment of the following sums of money at the times following; One Hundred & Sixty Dollars in one year from date hereof, and Two Hundred & seventy Dollars in two years from date hereof both notes with 8 percent interest from date. Now if the said P. Allyn shall pay said sums of money to the said J.F. Hunters or his assigns when the same respectively become due, with the interest, then these presents to be void. 3d On the 13th day of September A.D. 1877 at 10 oclock A.M. the said mortgage was delivered to the Recorder of said County, to be by him entered on record, and was recorded on the 19th day of September A.D. 1877. 4th The said deed has become absolute, & there is due and remaining unpaid upon said indebtedness the sum of One Hundred & Sixty dollars with interest from the 3d day of July. A.D. 1877. 5th After the execution and delivery of said note and mortgage, the said John F. Hunters assigned and delivered the same to this Defendant Wm H. Conkright and endorsed the said note in blank. And the said W.H. Conkright Defendant is now the owner & holder thereof for value & in good faith. 6 The said defendants. A.O.T. Andrews. A.L. Kendall and Rogers, Engle & Co. and other defendants claim to have some lien or estate in said premises, but the plaintiff is ignorant of the nature or extent thereof. 7th This Defendant W.H. Conkright does not know whether any of the said other defendants or the plaintiff have at this time any subsisting lien upon said premises, and he demands proff of the same. 8th The said defendant Wm H. Conkright therefore prays that an account may be taken of the amount due him in the premises and that the amounts that may be claimed to be due to the defendants respectively and to the plaintiff. The priorities of liens determined And unless the sum so found due to W.H. Conkright Defendant is paid

by a fixed day. with cost of suit the said lands may be ordered to be sold according to law to satisfy said sum and costs and for such other further relief &c. And said Defendant W.m H. Conkright asks a personal Judgment aginst said Defendants Pitiah Allyn and John F. Winters for any ballance of his said claim that may remain unpaid out of the proceeds of said sale.

A. B. Cole & Lou Allyn for Deft.

State of Ohio Union County ss J. B. Cole being sworn says that he is one of the Attorneys of the said W.m H. Conkwright Plaintiff duly authorized in the premises, and that the said W.m H. Conkright is now absent from said County of Union, and that the facts stated and allegations in the foregoing pleading are as he believes true.

J. B. Cole.

Sworn to and subscribed before me this 9th day of April. 1880.

D. M. Knight Clerk. By Isbor Randall. Dep.

Afterward on the 9th day of April 1880. the following Answer & Cross Petition was filed with the Clerk of said Court which reads as follows, viz:

Geo. W. Knisely & Co.,
vs.
P. Allyn et. al's
} Court of Common Pleas Union County Ohio.

Ans. & Cross Pet. of Oliver Webster.

And now comes Oliver Webster and for his answer to the plaintiffs petition by way of Cross Petition says: He is the owner of a Promissory note of Four Hundred Dollars made and delivered by H. C. Moffit to Lucius Webster. on August 25th 1874. and for which the following is a copy. with credits thereon.

York Center, Ohio. August. 25th 1874.

Note. On or before the 1st day of January 1876. I promise to pay Lucius Webster or bearer. Four Hundred Dollars with interest at eight per cent per annum to be paid annually.

H. C. Moffit.

Following credits appear on said Note.

"August. 3rd 75. Credit on the within note thirty two Dollars ($32 00)" "Received on the within note $100. Jan. 31st 1878. in a note against N. M. Hubbard." "Received on the within note forty dollars. April 2d 1879." "Feb. 13th 1880. Received on the within note $60 00."

L. Webster

The said Oliver Webster says that he received said note in the ordinary cause of business and that he paid therefor a fair and full consideration and that he is now the owner and holder of the same. This Defendant Oliver Webster. further answering says the said H. C. Moffit. and Cynthia Moffit his wife on the 25th day of August. 1874. to secure the payment of said note executed and delivered to the said Lucius Webster their mortgage deed and thereby conveyed to the said Lucius Webster his heirs and assigns the
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assigns the following lands and tenements situate in said County of Union State of Ohio. to-wit: Part of Survey No. 3234. Bounded and described as follows. Beginning at a stone with pieces of glass under it. N. 35½ W. one pole from the intersection of the road leading up the south side of Bokes Creek. Thence N. 70° W. 9 poles & 14 links to a stone with pieces of crock. under it. Thence N. 2° W. 7 poles to a stone with pieces of white earthen ware under it. Thence S. 70° E. 9 poles & 14 links to a stone with pieces of glass under it. Thence S. 2° E. 9 poles to the beginning, containing One half Acre excepting a piece out of the N.E. corner thereof conveyed by Eleanor Stewart and wife to H. J. Shirk. The condition contained in said mortgage was in substance that if the said H. C. Wright should pay said promisory note with two other notes due prior to this time the note herein fell due with eight per cent interest per annum to be paid annually then said mortgage deed to be void.

On the 1st day of October 1874. at 2 o'clock P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded Oct. 2nd 1874 in Book 11 on page 167. of Union County Records of Mortgages. The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Three Hundred forty four 40/100 Dollars with interest from the 13th day of Feb. 1880 at 8% payable annually.

This Defendant asks that the said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied to the payment of said debt and execution awarded for balance and for all proper relief.

Robinson & Piper Attys for Def't.

State of Ohio. Union County ss. Oliver Webster being duly sworn says the facts stated and allegations in his foregoing Answer & Cross Petition are, as he verily believes, true.

Oliver Webster.

Sworn to before me by Oliver Webster & by him subscribed in my presence this 9th day of April. A.D. 1880.

W. W. Wright Clerk. By Arbor Randall Dep'ty.

Afterward on the 10th day of April the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons

The State of Ohio. Union County ss. To the Sheriff of the County of Union. Greeting: We command you to notify Pelliah Allyn. John F. Winters et. al. C. P. Andrews. that they have been sued by W. H. Conkrighton Answer & Cross Petition in the case of George W. Knisely against Pelliah Allyn. et al in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of May A.D. 1880 the petition of the said W. H. Conkright against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 19th day of April A.D. 1880.

Witness my hand and the seal of said Court, this 10th day of April A.D. 1880.

W. W. Wright Clerk.

(Seal)

Sheriff's Return

The State of Ohio Union County ss. Received this writ April 10th A.D. 1880 at 5 o'clock P. M. and pursuant to its command served the same on the

the 15th day of April 1880 by delivering a certified copy thereof with the endorsements thereon to each of the within named Pelitiah Allyn, John F. Winters and A.O.T. Andrews. Service 75c Mileage $2.00 Copy 75c Return 05c Total $3.55.

J.J. Miller, Sheriff.

Afterward on the 8th day of May 1880 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as follows:

Ans'd Cross Pet. of Rogers Engle & Co.

George W. Kenisly & Co.
vs.
Pelitiah Allyn et al.
} In the Court of Common Pleas, Union County, Ohio.

Now comes the said Rogers, Engle & Co., Defts. and for their Answer and Cross Petition say that they are a firm doing business in the State of Ohio under the firm name of Rogers Engle & Co. and Unincorporated. That they are the holders of the following described note by way of collateral security.

Note. "$270.00 York. Ohio. July. 30th 1877.

Two years after date I promise to pay to the order of J. Winters Two Hundred & Seventy Dollars at eight percent interest from date. Value received.

(Signed) P. Allyn. "

That on June 1879 the said J. Winters indorsed said note to A.O.T. Andrews in blank and about the same time the said Andrews delivered the said note to these Defendants Rogers-Engle & Co. as collateral security for $329.00 & $34.25/100. The only endorsement on said note are as follows. "J. Winters." 2nd "This note is held by Rogers, Engle & Co. as security for $329.00 on A.O.T. Andrews" 3rd "This note is held finally by R.E. & Co. & Kendall as collateral."

The Defendant P. Allyn on the 3rd day of July A.D. 1877 to secure the payment of said note executed and delivered to the Defendant John F. Winters his mortgage deed and thereby conveyed to the said John F. Winters defendant his heirs and assigns the following lands and tenements situate in the County of Union and State of Ohio.

Being part of Survey No. 3234. bounded and described as follows. to-wit: Beginning at a stone with pieces of glass under it. N. 35½ W. from the center of the road leading up the south side of Bokes Creek. Thence N. 70 W. 9 poles 14 links to a stone with pieces of crockery under it. Thence N. 2 W. 9 poles to a stone with pieces of white earthen ware under it. Thence S. 70 E. 9 poles & 14 links to a stone with pieces of glass under it. Thence S. 2 E. 9 poles to the beginning containing ½ acre excepta piece conveyed by E. Emmonts & wife to H.L. Shirk. On the 13th day of September A.D. 1877 at 10 o'clock A.M. the said mortgage was delivered to the Recorder of said County to be by him entered on Record and was recorded on the 19th day of September 1877.

The said mortgage has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Two Hundred & Seventy Dollars with interest from July 3rd 1877 at 8 per cent.

The said Rogers, Engle & Co. hold said note as collateral in good faith and the same being transfered to them by one Andrews being before assigned in blank by J. Winters. The Defendants Rogers, Engle & Co. therefore pray that an account be taken

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of the said Rogers, Engle & Co claim and that judgment may be taken for Two Hundred and Seventy Dollars with interest from July 3rd 1877. the mortgage be foreclosed and for all other and proper relief.

Cameron & Benton for R. E. & Co.

State of Ohio, Union County ss. I. B. Benton who being first duly sworn deposes & says that he is one of the Attorneys for the said Rogers, Engle & Co. that they are now residents of said County and that the facts stated and allegations made in the foregoing Petition and answer are true as he verily believes.

I. B. Benton

Sworn to by I. B. Benton and signed by him in my presence this 8th day of May 1880.

W. M. Knight Clerk.

Afterward, on the 8th day of May 1880 the following Answer & Cross Petition was filed with the Clerk of said Court, which reads as follows, viz:

Ans. and Cross Pl. of O. J. Andrews | Geo. W. Knisely & Co. vs. Pelitiah Allyn et. al. | Court of Common Pleas, Union County, Ohio.

And now comes the Defendant O. J. Andrews and for answer to Plaintiffs' Petition & the Answers & Cross Petitions of the other defendants herein and by way of Cross Petition thereto, says: That for a full and valuable consideration he purchased the note set up in the Answer and Cross Petition of Rogers, Engle & Co., filed herein and that he is now and since said purchase has been the legal owner & holder thereof - except that when a minor he placed said note in the hands of Roger, Engle & Co. to secure $ 0290 which said Roger, Engle & Co claimed this Defendant owed them. That said note was secured by mortgage as alleged in the Answer and Cross Petition of W. M. Knight & on the same property described in his answer and Cross Petition and the Answer & Cross Petition of Roger, Engle & Co. This defendant says. there is due on said note from said Pelitiah Allyn the sum of Two Hundred & seventy Dollars, with 8% interest thereon from July 3rd A. D. 1877. This defendant therefore asks Judgment against said Pelitiah Allyn for $270.00 @ 8% interest from July 3rd 1877. and that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied in satisfaction of the amount due him in the order of its priority with plaintiff and the other Defendants herein and he prays generally as said W. M. Knight has in his answer and Cross Petition prayed and for all proper relief.

And as to the claim of Rogers, Engle & Co. this defendant pleads his minority when they obtained possession of said note and says he has never ratified said act or consented to Roger, Engle & Co holding said note since he became of legal age and therefore he asks the protection of the Court as to them and their claim and denies that he is or ought to be in any way bound by acts done while a minor or that said Roger, Engle & Co are entitled to any portion of the proceeds of said note.

Carpenter & Brodrick Attys for Andrews.

The State of Ohio. Union County ss. A.O.S. Andrews the above named defendant being sworn says the facts stated and allegations contained in his foregoing Answer & Cross Petition are true as he verily believes.

A.O.S. Andrews.

Sworn to by A.O.S. Andrews before me and signed by him in my presence this 8th day of May A.D. 1880.

W.M. Wright. Clerk.

Afterward on the 10th day of May 1880 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. George W. Krusly & Co. vs. Pelliah Allyn et als.

This day came the Plaintiffs by Carpenter & Brodrick their Attorneys and the said defendant Pelliah Allyn still failing to answer or demur to the Plaintiffs' Petition it is considered by the Court that the said Plaintiffs are entitled to an account of the money due them in the premises, and the Court, after hearing the evidence, do find that there is due to the said Plaintiffs on the notes and mortgage in said petition described, the sum of Seven Hundred and Six Dollars and Ninty eight cents with eight per cent interest from May 3rd 1880.

It is therefore considered and adjudged by the Court, That the said plaintiffs George W. Krusly & Co. recover of the said defendant Pelliah Allyn the said sum of Seven Hundred & Six Dollars and Ninty eight cents (with eight per cent interest from May 3rd 1880) the sum so found due as aforesaid and also taxed to $. And it is further ordered and adjudged and decreed, that in case the said defendant Pelliah Allyn and E.H. Allyn, his wife, fails for ten days from the entry of this decree to pay to the said plaintiffs the said sum of Seven Hundred & Six & 100 Dollars as aforesaid found due, with interest and costs of suit, an order issue to the Sheriff of said County commanding him to cause the said lands & tenements in said petition described, to be appraised, advertised and sold according to law, and bring the procede into court for further order herein.

Afterwards, on the 13th 1880 the following entry was made on the Journal of said Court which reads as follows, viz:

Entry. George W. Krusly & Co. vs. P. Allyn et als.

This cause came on for hearing on the petition of the Plaintiff and the answer & Cross Petition of Defendant Oliver Webster and upon the Pleadings and evidence and the Defendants and Plaintiff being in default for Answer and demurrer to the answer and Cross Petition of the said Oliver Webster, the Court find that the allegations of the Cross Petition of the said Oliver Webster are by other parties confessed to be true that the said H.C. Moffitt & Cynthia Moffitt, his wife executed and delivered to the said Lucius Webster the mortgage deed in Cross Petition of the said Oliver Webster set forth and on the premises therein described that said mortgage was duly recorded in Book 11 Page 167 of said Union County and is the first & best lien on the premises described in the petition.

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Exd. Sheriff's Return.

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That said Oliver Webster is now the owner of the said note & mortgage. It is therfore considered and decreed that unless the said defendants Pelliah Allyn shall within 10 days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs in this case & to said Oliver Webster the sum of three Hundred fifty one & 36/100 Dollars ($351 36/100) with interest from the 13th day of May, 1880 payable annually at 8 per cent per annum according to the terms of said mortgage and the defendants equity of redemption be foreclosed and said premises shall be sold and that an order of sale shall issue therfor to the Sheriff of the County of Union directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Afterward, on the 9th day of June A.D. 1880 the following Order of Sale was issued by the clerk of said Court which reads as follows, viz:

Order of Sale.

The State of Ohio, Union County ss. To the Sheriff of said County, Greeting; Whereas, at a term of the Court of Common Pleas, held at Marysville in and for said County, on the 10th day of May A.D. 1880 in the cause George W. Knisely & Co., Plaintiff's and Pelliah Allyn et.al. Defendants, it was ordered, adjudged and decreed as follows, to-wit: That in case the Defendants Pelliah & E.H. Allyn his wife fail for ten days from the entry of this decree to pay to the said Plaintiff's the sum of $ 50698 with interest and costs & suit an order issue to the Sheriff of said County commanding him to cause the lands & tenements described in the petition to be sold according to law and bring the proceeds into Court for further orders.

Situate in the County of Union and State of Ohio, and in the Township of York. Being part of U.M. Survey No 3234. Bounded and described as follows to-wit: Beginning at a stone with pieces of glass under it. N. 35½° W. One Pole from the intersection of the road leading up the South side of Bokes Creek; Thence N. 70° W. 9 Poles & 14 links to a stone with pieces of crockery under it; Thence N. 2° W. 9 Poles to a stone with pieces of white earthenware under it; Thence S. 70° E. 9 Poles and 14 links to a stone with pieces of glass under it; Thence S. 2° E. 9 Poles to the beginning containing One half Acre more or less.

We therefore command you, That you proceed to carry said order, Judgment and decree into execution agreable to the tenor thereof, and that you expose to sale the above described real estate under the statutes regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree with costs and interest as specified therein; and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court. at Marysville this 9th day of June A.D. 1880.

W.W. Winget, Clerk.

Exd. Sheriff's Return.

The State of Ohio, Union County ss. In obedience to the command of the order of sale hereto annexed I did on the 17th day of June 1880 summon C. Corey, S.W. Holt, and Isaac J. Sigler three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described; and afterwards on

the 17th day of June A.D. 1880 said Appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Four Hundred and fifty (450) Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 30th day of June 1880 I caused to be advertised in the Marysville Tribune, said Lands and Tenements to be sold at public sale at the door of the Court House of said County, on the 31st day of July A.D. 1880 at one o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks, and in pursuance to said notice, I did, on the 31st day of July A.D. 1880 at the time and place above mentioned, proceed to offer said lands and tenements at public sale. Return not sold for want of bidders. Service 35¢ Summoning 3d Swearing Appr's $1.50 Appr's. Fees $1.50 Writing Appr'l. 40¢ Copy of Appr'l. 40¢ Pro's Fee. $10.00 Notice to Pr. 12½ Aff. of Pr 40¢ Writing Notice 30¢ Mileage 1.40 Ret. 20¢ Total $16.37

J. J. Miller Sheriff.

Printer's Notice.

George W. Kneisly & Co. }
vs. } Common Pleas Court Union County, Ohio.
Pelliah Allyn et als. }

By virtue of the above stated writ from said Court to me directed, I did offer at Public Sale at the door of the Court House in Marysville, Ohio on Saturday, July 31st 1880 at or about the hour of 1 o'clock, P.M. of said day the following described Real Estate to-wit: Situate in the County of Union and State of Ohio and in the township of York, being part of U.M. Survey No 3234 and bounded and described as follows, to-wit: Beginning at a stone with pieces of glass under it; N. 33½° W. one pole from the intersection of the road leading up the South side of Bokes Creek; Thence north 70° west 9 poles and 14 links to a stone with pieces of crockery under it; Thence N. 2° west 9 poles to a stone with pieces of white earthen ware under it; Thence South 70° E. 9 poles and 14 links to a stone with pieces of glass under it; Thence S. 2° E. 9 poles to the beginning containing one half acre more or less. Appraised at $450.00 Terms Cash.

J. J. Miller Sheriff.

Sheriff's Return.

The State of Ohio, Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with June 30th 1880.

J. H. Shearer.

Sworn to and subscribed before me this 14th day of Sept. 1880.

W. W. Winget, Clerk.

Afterward on the 18th day of August 1880 the following Alias Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Alias Order

The State of Ohio, Union County ss. To the Sheriff of said County, Greeting:

Whereas at a Court of Common Pleas holden at the Court House in Marysville in said County of Union upon the 10th day of May 1880 Geo. W. Kneisly & Co. obtained a judgment or decree against Pelliah Allyn et als. for

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the sum of $706.98 Dollars. and $ costs of suit; And whereas, it was then and there by said Court ordered, adyudged and decreed that the said Pelliah Allyn et als within 10 days from the 10th day of May A.D. 1880. pay unto the said George W. Keasley & Co. the said sum of $706.98 with interest from the 13th day of May 1880 and costs aforesaid and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to procud according to the statute regulating Judgments and executions at law, to sell the real estate described in Plaintiff's Petition &c. And whereas, the 10 days aforesaid have fully expired and the said sum of $706.98 and costs aforesaid, have not been paid, or any part thereof, as appears to us of Record; And whereas under a former order of sale issued out of this Court, on the 9th day of June A.D. 1880. the following lands and Tenements were appraised, advertised and offered for sale to-wit: Situate in the County of Union and State of Ohio, and in the Township of York. Being part of U.M. Survey. No. 3234. Bounded and described as follows to-wit: Beginning at a stone with pieces of glass under it. N. 35½° W. one pole from the intersection of the road leading up the south side of Bokes Creek; Thence N. 70° W. 9 poles & 14 links to a stone with pieces of crockery under it. Thence N. 2° W. 9 poles to a stone with pieces of white earthen ware under it. Thence S. 70° E. 9 poles & 14 links to a stone with pieces of glass under it. Thence S. 2° E. 9 poles to the begining containing One half Acre more or less. And whereas, no sale was had under said order, we therefore command you, that you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law. The said premises above described under the appraisement had under the said former order of sale, to-wit: $430 00. and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County of Union and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court at Marysville this 18th day of August A.D. 1880.

W. M. Winget, Clerk.

Sheriff's Returns

The State of Ohio Union County ss. In obedience to the command of the order of sale herto annexed. I did on the 24th day of August 1880 cause to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County). said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 25th day of September A.D. 1881 at one o'clock P.M. of said day. And having advertised the said lands and Tenements for more than thirty days previus to the day of sale to-wit: five consecutive weeks: and pursuance to said notice did on the 25th day of September A.D. 1880. and at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of the said Court House, and then and there came H. C. McGriff. who bid for the same the sum of Three Hundred & 25/100 ($300 25/100) Dollars. and said sum being more than two thirds of the appraised value thereof, and said H. C. McGriff. being the highest and best bidder therefor, I then and there publicly sold

and struck off said lands and tenements to him for said sum of Three Hundred & $\frac{25}{100}$. (300 $\frac{25}{100}$) Dollars. Notice to Pr. 12^{c} Aff. of Pr. 40^{c} Filing notice 30^{c} Mileage 20^{c} Poundage $6,00 Return 8^{c} Total $7,10. Pr. Fee $1,00. J.

J. J. Miller Sheriff.

Praitis's Notice

George W. Knisely & Co. vs. Pelliah Allyn et als } Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me said County directed I will offer at public sale at the door of the Court House in Marysville, Ohio. on Saturday September 25th 1880. at 2 o'clock P. M. the following described real estate, to-wit: Situate in the County of Union and State of Ohio. and in the Township of York. Being part of U. M. Survey. No. 3234. and bounded and described as follows to-wit: Beginning at a stone with pieces of glass under it. N. 63½ W. one pole from the intersection of the road leading up the South side of Bokes Creek: Thence N. 70° W. 9 poles & 14 links to a stone with pieces of crockery under it: Thence N. 2° W. 9 poles to a stone with pieces of white earthenware under it: Thence south 70° E. 9 poles and 14 links to a stone with pieces of glass under it: Thence South 2° E. 9 poles to the beginning containing one half acre more or less. Appraised at $450. Terms Cash.

J. J. Miller, Sheriff of Union County.

The State of Ohio. Union County ss. The undersigned being duly sworn says, that a copy of the annexed notice, was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with August 24." 1880.

W. O. Shearer.

Sworn to and subscribed before me this 11th day of November 1881.

W. M. Knight, Clerk.

Reply.

Afterwards on the 18th day of January 1881 the following Answer was filed with the Clerk of said Court, which reads as follows, viz:

Ans. of H. C. Courtright and Cross Pet of O. Webster

George W. Knisely & Co. vs. Pelliah Allyn et als. } Court of Common Pleas, Union County, Ohio.

Now comes H. C. Courtright one of the defendants and by leave of the Court files his answer to the Cross Petition of Oliver Webster one of the defendants and for his said answer says: He said H. C. Moffitt and Cynthia Moffitt his wife had no title to said premises, at the time the mortgage set forth in said Cross Petition was executed by them thereon, and never had any title or interest therein so far as appears from the Records of said County. And that he, the respondent, never had any knowledge or notice of said mortgage of Oliver Webster at or prior to taking his, Respondents, said mortgage on said premises. Therefore he says said Oliver Webster has no lein upon said lands and his claim set forth in his answer & Cross Petition is better and prior to that said claim of said Webster to the proceeds of said lands.

P. B. Cole & Son Att'ys

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State of Ohio Union County ss. J. B. Cole. being sworn says that he is one of the Attorneys of Wm H. Conkright in the above entitled case, that the said Conkright is a non resident of & now absent from said County of Union and that the facts stated and allegations in the foregoing pleadings, are as he believes true

J. B. Cole.

Sworn to & subscribed before me this 10th day of January 1880.
W. W. Winget. Clerk.

Afterward on the 19th day of January. 1881. the following Reply was filed with the Clerk of said Court which reads as follows, viz:

Reply.

George W. Kneisly & Co.
vs
Pelliah Allyn. et al.
} Court of Common Pleas. Union County Ohio.

The said Oliver Webster for reply to the answer of William H. Conkright filed this day by leave of the Court says he denies all the allegations of the said answer of said Wm H. Conkright and says the said allegations of said answer are not true.

Robinson & Piper Attys.

The State of Ohio Union County ss. L. Piper being duly sworn says he believes the allegations of the foregoing Reply are true. Further that said Oliver Webster is not a resident of said County of Union & is absent from the same. & I am one of his attorneys in this case.

L. Piper.

Sworn to before me this 19th day of January. 1881. by L. Piper.

W. W. Winget Clerk.

Afterwards. on the 5th day of Febuary. 1881. the following Entry was made on the Journal of said Court which reads as follows. viz:

Entry.

George W. Kneisly & Co.
vs
Pelliah Allyn et als.
}

This day came the parties & by consent the entry made in this case May 13th 1880 in favor of Oliver Webster is set aside, and this cause came on to be heard on the evidence and the issues joined in the pleadings. Whereupon at the request of all parties the court states in writing the Courts conclusions of the facts seperately from their conclusions of the law. as follows. viz:
The Court from the evidence finds: 1st That J. F. & James S. Writers were the owners in fee as shown by the Records of deeds of this county. & that the premises then were improved and enclosed and had thereon a barn & storehouse in which goods were being sold 2d That J. F. Writers conveyed by deed his half of this lot to Jas. S. Writers. 3d That James S. Writers conveyed by deed to Robert Davis and William Storms these premises. who took and held possession under the same. 4th Robert Davis conveyed by deed his half to J. C. Toby. who took possession. 5th J. C. Toby conveyed by deed his half to William Storms. who held possession under the same. 6th None of these deeds have been recorded.

7th William Storms sold these premises to one Tilton but no deed was made. Then Tilton sold to Lucius Webster these premises but no deed was made & Webster sold same to H.C. Moffitt. but no deed was made. but possession was taken by each in turn. 8th By mutual consent of Tilton & Webster the deed for the premises was then made by Wm Storms directly to H.C. Moffitt. and he then made to Lucius Webster the mortgage described in the cross petition of Oliver Webster for a part of the purchase money of the lots which was recorded October 2d 1874. in Vol. U Page 107 of Union County Record of Mortgages.

9th That H.C. Moffitt sold and conveyed to J.S. Winters ½ of the premises and ½ to Pelliah Allyn. And thereupon Winters sold his half to Pelliah Allyn and delivered back to H.C. Moffitt his deed and requested Moffitt to make the deed direct to Pelliah Allyn and thereupon Moffitt made deed for the whole to Pelliah Allyn & Pelliah Allyn made the mortgage to Winters for the purchase money which is described in the Answer of W.H. Conkright in this case. 10th That said J.S. Winters when he took this mortgage knew the whole history of these transactions as to sales, conveyances and possession of said premises but said Conkright & said Andrews & George W. Knisely & Co. did not have personal knowledge of these facts when they bought the notes & mortgage set up in their answers. 11th That none of the deeds have been recorded since the time J.S. Winters & James S. Winters owned said premises. On these findings of fact the Court finds

1st That Moffitt was seized in fee of said premises when he made the Webster Mortgage and that the said mortgage is a valid lein on the premises from the 2d of October 1874 when it was recorded.

2d That said Conkright & Andrews have a lein on said premises from the 3d of July 1877. but his lein is late & inferior to that of said Webster mortgage. To all of which findings of fact & law said W.H. Conkright. A.O. J. Andrews & Knisely & Co except. It is therefore ordered and decree by the Court that the said Pelliah Allyn within ten days pay to said Oliver Webster the sum of Three Hundred & forty nine & 60/100 Dollars with 8% interest which the Court find to be due him on said Webster mortgage on said mortgage and in default of the Defendants paying said sum & costs of this cause for ten days that an order of sale issue to the Sheriff of this County commanding him to appraise advertise and sell said premises according to law and bring the procedes into Court. And the Court further order and decree that the procedes of such sale be distributed as follows, viz: First the costs of this proceeding. 2d The taxes which remain a lein on the premises & 3d the said sum decreed to said Oliver Webster & interest & 4th the note due to the said Wm H. Conkright which the Court find amounts to the sum of $204 60/100. And to said Andrews which the Court finds amounts to the sum of $345 60/100. And 6th The mortgage to the Plaintiffs amounting to $706 80/100 with interest from May 10th 1880. and the balance to the said Pelliah Allyn.

To all of which the said Conkright & said Andrews, George W. Knisely & Co. except. Also said Conkright & said Andrews give notice of their intention to appeal to the District Court fix the appeal Bond at $

Entry.

Order of Sale.

Sheriff's Return.

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Afterward on the 5th day of February 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. George W. Knisely & Co. vs. Peltiah Allyn et als.

This cause came on to be further heard and thereupon the Court set aside the sale made to H.C. Moffitt. and thereupon the several defendants W.H. Conkright, Geo. W. Knisely & Co. Andrews & others each for themselves give notice of their intention to appeal to the District Court and the Court fix the appeal bond for each applicant at $200.00

Afterwards on the 9th day of July 1881 the following Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Order of Sale. The State of Ohio. Union County ss. To the Sheriff of said County, Greeting; Whereas at a term of the Court of Common Pleas held at Marysville, within and for said County on the 5th day of February A.D. 1881 in the cause of George W. Knisely & Co. Plaintiffs and Peltiah Allyn et als. Defendants. it was ordered, adjudged and decreed as follows to-wit: That the said Peltiah Allyn within 10 days pay to said Oliver Webster the sum of $349.92 with 8% interest and in default thereof for ten days, That an order of Sale issue to the Sheriff of Union County commanding him to appraise, advertise and sell the premises herein described according to law & bring the proceeds into Court. (Description) Situate in the County of Union State of Ohio. Part of Survey No 3234. Beginning at a stone with pieces of glass under it; N. 35½° W. one pole from the intersection of the Road leading up the south side of Bokes Creek, Thence N. 70° W. 9 poles & 14 links to a stone with pieces of crock under it; Thence N. 2° W. 9 poles to a stone with pieces of white earthenware under it; Thence S. 70° E. 9 poles & 14 links to a stone with pieces of glass under it; Thence S. 2° E. 9 poles to the beginning containing One half acre. Except a piece out of the N.E. corner heretofore conveyed by E. Evans to Wm. and wife to H.C. Shirk. We therefore command You That you proceed to carry said order, judgment and decree to execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating sales on executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville, Ohio. this 9th day of July. 1881.

W.H. Knight, Clerk.

Seal

Sheriff's Return. The State of Ohio. Union County ss. In obedience to the command of the Order of Sale hereto annexed I did on the 12th day of July 1881. summon James Cooley, G.H. Zigler and Lewis J. Knight three disinterested freeholders, residents of said county, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 12th day of July A.D. 1881. said appraisers returned to me under their hands and seals, that they did, upon actual view of the premises estimate and appraise the real value in money of the same at Four Hundred Dollars. A certified copy of said appraisal I forthwith depos.

sited in the Office of the Clerk of the Court of Common Pleas of said County and on the 20th day of July 1881. I caused to be advertised in the Marysville Tribune (a news paper printed and published and of genral circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House in said County on the 20th day of August A.D. 1881. at 1 oclock P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; And in pursuance to said notice, I did on said 20th day of August A.D. 1881. at the time and place above mentioned, proceed to offer said lands and tenements at public sale. and then and there came John Benhorwood who bid for the same the sum of Two Hundred and Seventy Dollars. and said sum being more than two thirds of the appraised value thereof, and said John Benhorwood being the highest and best bidder therefor. I then and there publicly sold and struck off said lands and tenements to him for said sum of Two Hundred and Seventy Dollars. Service 30c Sum & swearing Appr's. $1.20 Writing Appr'l 30c Copy of Appr'l 30c Notice to Pr. 30c Affi of Pr. 30c Writing notice 30c Mileage $3.20 Poundage $4.05 Total. $10.55 Appraisers Fee $3.00 Printers Fee. $10.00,

John Hobensack Sheriff.

Printer's Notice

George W. Knisely & Co. vs. Pelliah Allyn et als. } Court of Common Pleas. Union County Ohio.

By virtue of the above stated writ from said Court to me directed. I will offer at public sale at the door of the Court House in Marysville, Union County, Ohio. on Saturday August 20th 1881, at or about the hour of 1 oclock P.M. the following described Real estate, to-wit: Situate in the town of York Center. Union County. Ohio. and being known and described as part of Survey No. 3234. beginning at a stone with pieces of glass under it. W 35½ one pole from the intersection of the road leading up the South side of Bokes creek: Thence W. 7 0/4. 9 Poles & 14 links to a stone with pieces of crock under it: Thence N. 2° W. 9 poles to a stone with pieces of white earthenware under it: Thence S. 70° E. 9 Poles & 14 links. to a stone with pieces of glass under it. Thence S. 2° E. 9 poles to the beginning containing One half Acre. excepta piece out of the N.E. corner hereto fore conveyed by C. Cranston and wife to H. Shirk. Appraised at $400 Terms of Sale-Cash.

John Hobensack Sheriff

The State of Ohio. Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a news paper of genral circulation in the County of Union, the first publication beginning with July 20th 1881.

W. O. Shearer.

Sworn to and subscribed before me this 19th day of September 1881.

W. M. Wright, Clerk.

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Afterward on the 30th day of September 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

George W. Knisely Adm's }
vs. }
Pelliah Allyn. et als }

On motion of the Counsel for the Defendant Oliver Webster and on producing the return of the Sheriff of sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to the law and the orders of this Court. It is ordered that the said proceedings and sale be and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff C. convey to the purchaser John Penonwood by deed in fee simple the lands and tenements so sold & the purchaser is hereby subrogated to all the rights of the said lein holders in said premises so far as they may be paid herein for the protection of his title.

Attest. W. M. Knight, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union, within and for the County of Union and State of Ohio, on the 13th day of September 1881.

Heretofore, to-wit: on the 30th day of July 1881 the following Petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Elizabeth M'Elderry. }
vs. } Court of Common Pleas. Union
George R. Toby } County. Ohio.
Lolie J. Adams and }
Peleg. Cranston her }
Guardian — Amanda C. Adams }

The Plaintiff says; That on the 5th day of April A.D. 1878. Charles Adams conveyed by Deed of Genral Warranty to the heirs of the body of John M. Adams now deceased the following lands and tenements. Situate in said County of Union and bounded and described as follows; Beginning at a stone in the line of William Sanderson Running thence S. 8½° W. 162 3/100 poles to a stone; Thence N. 82° W. 38 8/10 poles to a stone; Thence N. 8½° E. 162 3/10 poles to a stone; Thence S. 82° E. 38 8/10 poles to the place of beginning containing thirty Nine and sixty Two Hundredths Acres of land more or less. Also one other tract and parcel of land bounded and described as follows; Beginning at a stone on the Bank of Bokes Creek and also in the line of William Sanderson Running thence S. 8½° W. 69 36/100 poles to a stone. Thence N. 80½° W. with the center of Public highway 186 6/100 poles to a stone in the center of said Public highway Thence N. 8° 55'. East. 98 6/100 Poles to a stone Thence S. 6° E. 38 15/100 poles to a stone in the line of William Sanderson on the bank of Bokes Creek. Thence with the line of said William Sanderson along said

Bokes Creek; to a stone at the place of begining. containing Eighty Five & Sixty six One Hundredths acres of land more or less.

That at the time of the making of the said deed of General Warranty to the premises aforesaid the heirs of the body of John M. Adams consisted of the following persons, to-wit: Amanda C. Adams Fanny M. Adams, and Lolie J. Adams. That after the making of said deed as aforesaid the said Fanny M. Adams was on the day of 18. intermarried to one George R. Foby: And on the day of 18. the said Fanny M. Adams so married as aforesaid, died intestate and without issue. The defendant George R. Foby still survives. That on the day of 1881. the said Amanda C. Adams conveyed by Quit Claim deed to this plaintiff her one third interest in the Real Estate above described. The parties above named have the following undivided Estate in said premises. I. Your Petitioner Elizabeth McElder one undivided one third in fee. II. The said Lolie J. Adams one undivided one third in fee. III. The said George R. Foby a life estate in one undivided one third. Your Petitioner prays that the above named parties may be made parties defendants to this petition and your petitioner desiring to hold her said interest in severalty prays partition may be made: or if partition cannot without manifest injury be made then that the premises may be sold or other order made pursuant to the Statute.

D. H. Ayers Atty for Plaintiff

State of Ohio. Union County ss. D. H. Ayers. being Sworn says that Elizabeth McElder the Plaintiff in the foregoing case is a non resident of said County of Union and is now absent therefrom, That he is the Attorney of the said Elizabeth McElder duly authorized in the premises. That the facts stated and allegations made in the foregoing petition of Elizabeth McElder are as affiant believes true.

D. H. Ayers.

Sworn to before me and signed in my presence this 30th day of July A.D. 1881.

W. W. Knight, Clerk. By W. C. Knight Deputy.

Praecipe. Clerk: Issue Summons to the defendants in the above case George R. Foby. Amanda C. Adams. Lolie J. Adams a minor under 14 years of age. and Peleg Cranston to Sheriff of Union County Ohio. Endorse. Petition for Partition of Real Estate &c

Afterward. on the 30th day of July 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio. Union County ss. To the Sheriff of the County of Union. Greeting: We command you to notify George R. Foby. Amanda C. Adams. Lolie J. Adams a minor under 14 years of age. and Peleg Cranston Guar. that they have been sued by Elizabeth McElder in the Court of Common Pleas of Union County. and that unless they answer by the 27th day of August A.D. 1881. the petition of the said Elizabeth McElder against them filed in the Clerk's Office of said Court, such petition will be taken as

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true, and judgment rendered accordingly. You will make due return of this summons on the 8th day of August A.D. 1881.

Witness my hand and the seal of said Court, this 30th day of July. A.D. 1881.

(Seal)

W.W. Wright Clerk. By W.C. Wright Deputy.

Sheriffs Return. The State of Ohio. Union County ss. Received this writ July 3rd A.D. 1881 at 4 oclock P.M. and pursuant to its command I served the same on the 2d day of August. 1881. by delivering a certified copy with the endorsements thereon to the within named Riley Cranston, George R. Toby, Amanda C. Adams and a certified copy with the endorsements thereon to the Guardian of and at the usual place of residence of the within named Lolie J. Adams a minor under 14 years of age. Service $2.00 Mileage $.68 Copy $.50 Total $3.18.

John Hohensack Sheriff.

Afterwards, on the 13th day of September 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Elizabeth McElderry. vs. George R. Toby. et.als. } Now comes Lolie J. Adams who is a minor of the age of fourteen years and having been served with process herein, makes application for a Guardian Ad litem, and thereupon it is ordered that M.C. Lawrence, be and he hereby is appointed guardian ad litem for the suit for said minor defendants. And now comes the said M.C. Lawrence and in open court accepts said appointment.

Afterward, on the 13th day of September 1881. the following Answer was filed with the Clerk of said Court which reads as follows, viz:

Ans. Elizabeth McElderry. vs. George R. Toby. et.als. } Court of Common Pleas. Union County, Ohio.

Now comes M.C. Lawrence. having been heretofore appointed by the Court as the Guardian Ad Litem for the said defendant Lolie J. Adams, says: That the said Lolie J. Adams is a minor under Fourteen years of age: and that he asks the Court herein to protect her rights in all matters pertaining to this action, and the Guardian not being informed as to the matters set forth in the petition denies the allegations therein contained

Lolie J. Adams. By M.C. Lawrence Guar. Ad litem

Afterward, on the 13th day of September 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Elizabeth McElderry. vs George R. Toby et.als. } Court of Common Pleas. Union County, O.

Now comes the Plaintiff by her attorney and her petition thereupon coming on to be heard, the Court find, that all of the Defendants have had due legal notice of the pendency and demand of the said petition and that they are in default for answer and demurrer.

And that the said Petition is thereby confessed by them to be true. Thereupon the Court find that the said plaintiff Elizabeth McEldery, is seized of and has a legal right to the undivided One third part of the estate described in the Petition and is entitled to have partition made of said premises. That the defendants are tenants in common the said Plaintiff in said premises in the following proportions to-wit: The said Lolie J. Adams is seized of and has a legal right to the undivided three sixths thereof. And the said George R. Toby has a life estate in the undivided One third part of the whole thereof. And Amanda C. Adams has a legal right to one undivided sixth thereof. And no reason appearing why Partition should not be made It is therefore ordered, adjudged and decreed that partition of said Estate be made. And that an order issue to the Sheriff of said County of Union commanding him that by the oaths of F. J. Sager, James Cooley, and W. J. Fulton, three judicious and disinterested freeholders of the vicinity who are not of Kin to either party and who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said Plaintiff and to each of the said defendants the part and proportion of the said Estate to which they are hereinbefore severally found entitled. And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by metes and bounds without injury to the value thereof that they appraise the same. And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Writ of Partition

Afterward, on the 13th day of September 1881 the following writ of Partition was issued by the Clerk of said Court which reads as follows; The State of Ohio. Union County ss. To the Sheriff of said County, Greeting: We command you That without delay by the oaths of F. J. Sager, James Cooley, & W. J. Fulton you cause Partition to be made of the following described premises, situate in the County of Union and State aforesaid, to-wit: Beginning at a stone in the line of Wm Sanderson. Running thence S. 8½° W. 162 3/10 poles to a stone thence N. 82° W. 38 8/10 poles to a stone. Thence N. 8½° E. 162 3/10 poles to a stone. Thence S. 82° E 38 8/10 poles to the place of beginning containing Thirty Nine & 6/100 Acres of land more or less,

Also another tract and parcel of land bounded and described as follows; Beginning at a stone on the bank of Bokes Creek, and also in the line of William Sanderson running thence S. 8½° W 69 36/100 poles to a stone. Thence N. 80½ W. with the center of Public highway, 186 60/100 poles to a stone in the center of said public highway. Thence N. 8° 55' E. 98 64/100 poles to a stone. Thence S. 6° E 38 65/100 poles to a stone in the line of William Sanderson, on the bank of Bokes Creek. Thence with the line of said William Sanderson along said Bokes Creek, to a stone at the place of beginning containing Eighty five & 66/100 Acres of land More or less. among the persons named herein, and in the following proportions, To-wit:

To Elizabeth McElderry. 1/3 part. to Lulu J. Adams 2/6 part. to Amanda C. Adams 1/6 part to George Foby. a life estate in One Third, covering the 1/6 part of Amanda C. Adams & One sixth part of Lulu J. Adams. in pursuance of an order lately made in our Court of Common Pleas within and for said County of Union in a certain petition for partition wherein the said Elizabeth McElderry. petitioner and the said George R. Foby et als are respondents; And that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith. Witness my name and the seal of said Court of Common Pleas at the Court House in Marysville this 13th day of September A.D. 1881.

W. W. Kinget, Clerk.

Esqd

Sheriff's Return.

As commanded by the foregoing Writ of Partition. I have executed the same by the oaths of James Cooley. William T. Fulton and F. J. Sager causing said partition to be made, as will appear by the report of the Commissioners herewith returned. Given under my hand this 27th day of September A.D. 1881. Service $1.05 Mileage $3.20 Executing writ $1.20 Swearing Com. $1.20 Report of Com. $1.50 Total $8.15. Com. & Surveyors Fees. $16.55.

John Holcusack, Sheriff.

Com. Report.

Elizabeth McElderry
vs.
George R. Foby et al.

Union County ss. Court of Common Pleas.

According to the command of the writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners after being first duly sworn, and upon actual view of the premises do make partition To the said Elizabeth McElderry. as her full and equal one third part of the lands described in said Order. The lands described as follows, to-wit: Situated in the State of Ohio in the County of Union in York Township being part of original Virginia Military Survey No. 3470 on the waters of Bokes creek. Beginning at a stone in the center of Bokes creek witness a red oak on the bank of the creek in the line of N. Sanderson thence with his line (True meridian courses) S. 10° W. 69 36/100 poles to a stone in the south line of said Survey and in the center of a road. thence with said Survey line and the center of said road N. 77½° W. 52 20/100 poles to the center of the Marysville and Kenton Gravel Road thence with the center of said Gravel Road N. 12½° W. 66 poles to an angle in said road, thence with the center of said Road N. 4½° W. 10 80/100 poles to a stake witness a stone and pieces of brick 2.5 feet from the center of said road; thence N. 81½° W. 77 37/100 poles to a stone in John B. Hayes land; thence with his line N. 12° E. 81 poles to a stone thence S. 81½° E. 77 poles with the line of Wm. Sanders to the center of Bokes creek thence with the center of said creek. following the meanderings thereof to the place of beginning containing 45 60/100 Acres of land be the same more or less.

To the said Lolie J. Adams as her full and equal 3/6 part of the lands described in said order. The lands described as follows. to-wit: Situated in the State of Ohio. in the County of Union in York Township. being part of Orginial Virginia Military Survey No 3470.

on the waters of Bokes Creek. Beginning at the point where the center of the Marysville & Kenton Gravel Road crosses the westerly line of said Survey. and in the center of an unimproved road thence with said Survey line N 77½° W 118 poles to a stone in said line and in the corner to J. B. Hydes land thence with his line N. 12° E. 9 poles to a stone thence S. 77½° E. 116 poles parallel with said Survey line to the center of said Marysville & Kenton road thence with the center of said Kenton Road S. 12° E. 7 30/100 poles to the place of beginning Containg Six (6) acres of land be the same more or less.

Also all of the lands described in said order as follows. Beginning at a stone in the line of William Sanderson running thence S. 8½° W 62 3/10 poles to a stone thence N 82° W. 38 8/10 poles to a stone thence S. 8½° E. 62 3/10 poles to a stone Thence S. 82° E. 38 8/10 poles to the place of beginning. Containing Thirty Nine 62/100 acres of land more or less.

Also to the said Lulu J. Adams subject to the life estate of George Joby. The following described land Situated in the State of Ohio. in the County of Union and in York Township being part of Original Virginia Military Survey No 3470 on the waters of Bokes Creek. Beginning at a stake in the center of the Marysville & Kenton Road N. 2½ W. 9 60/100 poles from where the south line of said Survey crosses said road (a witness a stone and rocks N. 77½° W. 25 feet.) thence with the center of said road N. 12½° W. 31 50/100 poles to a stake (a witness a stone and rocks N. 77½° W. 25 feet.) thence N. 77½° W 92 36/100 poles to a stone in the line of J. B. Hydes land. thence with his line S. 12° W. 27¾ poles to a stone thence S. 77½° E. 116 poles to the place of beginning. Containing Seventeen (17) acres of land more or less. The total amount assigned to the said Lulu J. Adams being 62 60/100 Acres the last described tract of (17) Seventeen Acres only being subject to the life Estated of the said George Joby.

To the said Amanda C. Adams as her full and equal 1/3 part of said lands described in said order all of which are subject to the life estate of the said George Joby. Situated in the State of Ohio in the County of Union in York Township being part of Original Virginia Military Survey. No 3470 on the waters of Bokes Creek. Bounded and described as follows, to-wit: Commencing at a stone in the line of J. B Hydes land South westerly corner to the lot assigned by this partition to Elizabeth M Elder thence with Hydes line S. 12° W. 30 80/100 poles to a stone thence S. 77½° E. 92 30/100 poles to a stone thence S. 77½° E. 92 30/100 poles to a stake in the center of the Marysville and Kenton Gravel Road thence with the center of said Gravel Road. N. 12½° W. 23 poles to an angle in said road thence with the center of said road N 4½° W. 10 80/100 poles to a stake (a witness a stone N. 81½° W. 25 feet.) thence N. 81½° W. 77 3/100 poles to the place of beginning containing 17 acres of land more or less.

To the said George R Joby. as his life estate on the full and equal 1/3 part of the lands described in said order being in all 34 acres of land being all the above described Seventeen Acre lot assigned to the said Lulu J. Adams and also all of the above described Seventeen acre lot assigned to the said Amanda C. Adams

All of which lands as divided and assigned to each of the

parties nam
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parties named in said order will more fully appear on the plats hereunto annexed.

And upon actual view of the premises we do estimate the value of the same at $1780 cts. Com'r Surveyors Fees. James Cooley Com'r 2 days. $2,00 W. J. Fulton Com'r 2 days. $2,00 J. J. Sager Com'r Surveyor. 2 day. $1,00 Plat & Report $2,00 Total $16,00
Given under our hands, this 17th day of September A.D. 1881.

James Cooley.
Wm. J. Fulton. } Commissioners.
J. J. Sager.

Afterward on the 28th day of September A.D. 1881 the following entry was made on the Journal of said Court which reads as follows viz:

Entry.

Elizabeth McElderry. }
vs. }
George R. Toby et als. } On motion to the Court by the Plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein and the same having been examined by the Court, and found in all respects correct and in conformity to law and the former order of this Court the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that the said George R. Toby have and possess during his natural life time the lands assigned to him and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively. And it is further ordered that the costs of this action including a counsel fee of $14,77 for services herein taxed at $ by said by the said parties in the following proportions, to-wit: George R. Toby, Two Sixths Amanda C. Adams Two Sixths. Lolie J. Adams Two Sixths Elizabeth McElderry One Third.

Attest. W. M. Wright, Clerk.

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 12th day of September 1881.

Heretofore, to-wit: on the 26th day of March 1881. the following petition was filed with the clerk of said Court which reads as follows, viz:

Petition

Abraham Long
vs
Rebecca Johnson
Addison Johnson
Margaret N. McMillen 3rd
Hylas Sabine } Court of Common Pleas Union County, Ohio.

The Plaintiff says: That on or about the 3d day of March A.D. 1869 one Samuel McMillen late of Union County Ohio died intestate and the owner in fee of the lands herein after described. At his death said Samuel McMillen left his widow Rebecca McMillen - since intermarried with Addison Johnson - who was entitled to dower in his lands, and one child Margaret N. McMillen a minor under fourteen years of age his sole surviving heir at law. Plaintiff says that the defen

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dant Rebecca Johnson is the late widow of said Samuel McMillen and defendant Addison Johnson is her husband and that the defendant Hylas Sabine is the duly appointed and qualified guardian of said minor defendant Margaret N. McMillin. First cause of Action:
The Plaintiff says that during the life time of said Samuel McMillen and on the 2d day of December A.D. 1868 said Samuel McMillen made and delivered to one Robert McMillen his promisory note of that date and thereby promised to pay to said Robert McMillen the sum of $290.00 in four years after the date thereof, with interest from date, for value received (a copy of said note with all the endorsments thereon is here to attached marked "A"). 2d The said Samuel McMillen and his wife Rebecca J. McMillen, now Rebecca J. Johnson, on said 2d day of December A.D. 1868 to secure the payment of said note executed and delivered to the said Robert McMillen their mortgage deed and thereby conveyed to said Robert McMillen his heirs and assigns the following lands and tenements situate in the Tp. of Jackson (e) of Union and State of Ohio, being part of U.M. Survey No. 11043. & bounded and described as follows, to-wit: Beginning at a Buck and stone (Elm gone) S.W. corner to Survey No. 9919 thence with the south line of said survey N. 80 3/4 E. 100 poles to a stone; thence S. 11 3/4 E. 81 1/10 poles to a stone (Bur oak bears S. 68 E 16 links); thence S 80 3/4 W. 100 poles to a stone, in the west line of Robert Burns Survey No. 11043; thence with said line N. 11 3/4 W. 81 4/10 Poles to the beginning containing Fifty (50) Acres more or less. The condition contained in said mortgage deed was in substance that if said Samuel McMillen his heirs or assigns should well and truly pay the aforesaid promisory note and the interest thereon to the said Robert McMillen his heirs or assigns when due then these presents should be void. otherwise to be and remain in full force and virtue in law. On the 9th day of March A.D. 1869 at 11 3/4 o'clock A.M. the said mortgage was delivered to the Recorder of said County to be by him entered on Record and was recorded on the 19th day of March 1869 in Book Pages 138 & 139. of the mortgage Records of said County. On the 23d day of August A.D. 1874 for a full fair and valuable consideration by him paid, said Robert McMillen sold endorsed and delivered said note and said mortgage to the Plaintiff and Plaintiff is now the legal owner and holder thereof. The said deed has become absolute. There is now due and remaining unpaid upon said indebtedness the sum of $240. with interest thereon at 6% from the 2d day of Dec. A.D. 1868. The Plaintiff therefore asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief. Second Cause of Action: The Plaintiff for his second cause of action says: that shortly after the execution and delivery of the note and mortgage set forth in his first cause of action said Samuel McMillen died, and his widow, the deft. Rebecca Johnson & his only child and heir at law, the Defendant Margaret N. McMillen neglected and wholly failed to pay the taxes which were a lien on the premises described above and covered by his mortgage and that plaintiff in order to prevent said premises from being sold for taxes and to protect his lien under his mortgage, was compelled to, and did pay as taxes on said premises, the following sums of money at the times herein stated, to-wit: June 4th 1869 Taxes for year 1868 $22.20 $2.75. Nov. 22d 1869 Taxes for yr. 1869. $2.77. June 20th 1870 1/2 Taxes for year 1870 Dec. 23 1870 1/2 Taxes for year 1870. $2.34. June 20th 1871 1/2 Taxes for 1871. $2.45. Dec. 12th 1871. 1/2 tax for 1871. $4.36. June 29th 1872 1/2 tax for 1872 $3.68. Jany. 21st 1873 1/2 tax for 1872 $5.26. June 20th 1873. 1/2 tax for 1872 $4.59 Dec. 29th 1873 1/2 tax. for 1873 $4.59. Dec. 29th 1873 1/2 tax for 1873 $5.26. Dec. 22d 1874 1/2 tax for 1874 $11.08 Dec. 22d 1874 1/2 tax for 1874 $10.41 July 17th 1876. tax for 1876. $16.17 June 23d 1880. tax for 1879 $3.04 June 23d 1880 tax for 1880. $5.23. Total. $129.28. The plaintiff says that all of said several sums, so as aforesaid paid by him, were a lien upon the premises in his first cause of action described, and were paid by plaintiff for the use and benefit of the defendants the heirs at law of Samuel McMillen dec'd. and to protect his mortgage lien and that he has and claims a lien in his favor against said premises for said several amounts so by him paid

from the date of payment of each amount respectively and that his said lien thereon is in law prior and better than all other liens thereon. The Plaintiff therefore prays as in his first cause of action he has prayed, and that upon a sale of said premises upon an order of foreclosure and sale as herein prayed for, that out of the proceeds of said sale his said mortgage and also his said lien for taxes paid with interest on the several amounts from date of payment, be paid in full and for all proper relief.

Carpenter & Brodrick Attys for Plaintiff.

The State of Ohio. Union County ss. Abraham Long, the above named Plaintiff being sworn says that the facts stated and allegations contained in his foregoing petition are true as he verily believes.

Abraham (his mark) Long.

Sworn to by Abraham Long before me and signed by him in my presence this 26th day of March A.D. 1881.

C. W. Knight Justice of Peace.

Note. Exhibit "A" Dec. 2d 1868. Four years from date I promise to pay Robert W. Millen the sum of Two Hundred & Ninety Dollars for value received with interest from date.

(Signed) Samuel W. Millen.

Dec. 5th 1868. Received on the within Fifty Dollars. For value rec'd I assign the within note to Abraham Long or order.

R. S. W. Millen.

Praecipe. To Clerk: Issue Summons upon petition in above entitled case, returnable according to law. Indorse: Action to foreclose mortgage & enforce lien for taxes paid. Amt. claimed under mortgage $240 00/100 @ 6% int from Dec. 2d 1868. Amt claimed for taxes paid $12.92 @ 6% on several amts. from date of payment.

Afterward on the 26th day of March A.D. 1881 the following Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio. Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify Rebecca Johnson, Addison Johnson, Margaret W. Millen & Kaylas Sabine, that they have been sued by Abraham Long in the Court of Com. Pleas of Union County, and that unless they answer by the 25th day of April A.D. 1881 the petition of the said Abraham Long, against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 4th day of April A.D. 1881. Witness my hand and the seal of said Court this 26th day of March A.D. 1881.

(Seal) W. W. Knight, Clerk.

Sheriffs Return. The State of Ohio. Union County ss. Received this writ March 26th A.D. 1881. at 10 o'clock A.M., and pursuant to its command served the same by delivering a certified copy of this writ with the endorsements thereon to Rebecca Johnson, Addison Johnson & Margaret W. W. Millen, and by leaving a certified copy of this writ at the residence of Kaylas Sabine on the 4th day of April 1881. Service 75. Mileage $3.00 Copy 80c Total $6.55.

John Kobbusack, Sheriff.

Afterward on the 25th day of April 1881 the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry. Abraham Long. vs Rebecca Johnson et al. And now comes the said Abraham Long by Carpenter & Brodrick, his attorneys, and the said Defendants still failing to answer or demur to said petition, it is considered that the said Plaintiff is entitled to an account of the money due him in the premises. And the Court after hearing the evidence do find that there is due to the said Plaintiff on the note and mortgage in said petition described the sum of $418 56/100 Dollars, and that the premises described in Plaintiffs Petition were mortgaged to secure the payment of said indebtedness as alleged in Plaintiffs Petition and that said mortgagees the first and best lien upon said premises and that the condition of defeasance in said mortgage has been broken and said Plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. And the Court further finds that there is due from defendants to Plaintiff on his second cause of action, the sum of One Hundred and Sixty four 93/100 Dollars ($164,93) for taxes paid by him on said premises as alleged in the petition, and that

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plaintiff has a lein thereon for the payment thereof. And it is further ordered & adjudged that in case the said defendants fail for five days from this date (April 25th 1881) to pay to the said plaintiff, the said sum of $418 36/100 Dollars with interest from this date, and the further sum of One hundred & sixty four & 93/100 Dollars ($164,93) with interest from this date, so as aforesaid found due with costs of suit, an order issue to the Sheriff of said County of Union commanding him to cause said lands and tenements in said petition described to be appraised, advertised and sold according to law, and apply the proceeds of said sale in satisfaction of the said sums so found due with costs of suit.

Afterward on the 13th day of June A.D. 1881. the following Order of Sale was issued by the Clerk of said Court which reads as follows, viz:

Order of Sale.

The State of Ohio. Union County ss. To the Sheriff of said County, Greeting:

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County, on the 25th day of April A.D. 1881. in the cause of Abraham Long Plaintiff and Rebecca Johnson et al. Defendants it was ordered, adjudged, and decreed as follows, to-wit: That in case the defendants fail for five days from this date. The sum of $418 36/100 with interest and the further sum of $164 93/100 with interest, with costs of suit that an order issue to the Sheriff of said County, commanding him to cause the lands & tenements in said petition described to be sold according to law and apply the proceeds of said sale in satisfaction of the said sums so found due with costs of suit:

(Description) Situate in the Township of Jackson County of Union & State of Ohio. being Part of U.M. Survey No 11043. Beginning at a Beech & Stone (Chugnut) Southwest corner to Survey No 9919. Thence with the South line of said survey N 80 3/4° E. 100 poles to a stone; Thence S. 11 3/4° E. 81 40/100 poles to a stone; (Bur Oak bears S. 68° E. 16 links). Thence S. 80 3/4° W. 100 poles to a stone in the west line of Robert Browns Survey No. 11043; Thence with said line N. 11 3/4° W. 81 40/100 poles to the beginning containing Fifty Acres more or less.

We therefore command You. That you proceed to carry said Order, Judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the Statutes regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said Judgment and decree, with costs and interest, as specified therein, and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, Ohio. this 13th day of June A.D. 1881.

(Seal)

W.W. Wright, Clerk.

Sheriff's Return.

The State of Ohio. Union County ss. In obedience to the command of the Order of Sale to me annexed I did on the 22d day of June 1881 Summon C.C. Lewis. J.E. Harriman and C.N. Miller three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterwards on the 22d day of June A.D. 1881. said appraisers returned to me under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at Fifteen Hundred Dollars. A certified copy of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County and on the 29th day of June 1881 I caused to be advertised

in the Marysville Tribune a newspaper printed and published and of general circulation of Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 30th day of July A.D. 1881. at 1 O'clock P.M. of said day.

And having advertised said lands and tenements for more than thirty days previous to the day of sale to wit: five consecutive weeks, and in pursuance to said notice, I did on the 30th day of July. A.D. 1881. at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Abraham Long, who bid for the same the sum of Fourteen Hundred & fifty Dollars, and said sum being more than two thirds of the appraised value thereof, and said Abraham Long being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Fourteen Hundred & Fifty Dollars, Service 30¢ Levy 30¢ Summoning & Swearing Appr's. $1,20 Writing Appr'l. 30¢ Copy of Appr'l. 30¢ Notice to Pr. 30¢ ~~Copy of~~ Pr. 30¢ Writing Notice 30¢ Mileage $3,36 Total $6,66 Appr's Fee $3,00 Pr's Fee $9,50.

John Hobensack. Sheriff.

Printer's Notice.

Abraham Long
vs.
Rebecca Johnson et al.
} Court of Common Pleas Union County, Ohio.

By virtue of the above stated writ from said Court to me directed I will offer at public sale at the door of the Court House in Marysville, Ohio. on Saturday, July 30th 1881. at or about the hour of one o'clock P.M. on said day, the following described Real Estate, to-wit:

Situate in the township of Jackson, County of Union and State of Ohio. being part of U.M. Survey No. 11043. Beginning at a Beech & Stone, Elm gone south west corner to Survey No. 9919; thence with the south line of said Survey, N. 80¾° E. 100 poles to a stone; thence S. 11¾° E. 81 4/10 poles to a stone, (Our oak bears S. 68° E. 6 links.); thence S. 80¾° W. 100 poles to a stone in the west line of Robert Browns survey No. 11043; thence with said line N. 11¾° W. 81 4/10 poles to the beginning containing fifty acres more or less. Appraised at $150.00 Fernsbach.

John Hobensack. Sheriff.

The State of Ohio. Union County ss. The undersigned being duly sworn says, that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 29th 1881.

W.O. Shearer.

Sworn to and subscribed before me this 23d day of Sept. 1881.

W.M. Wright, Clerk.

Afterwards on the 30th day of September 1881. the following Entry was made on the Journal of said Court which reads as follows, viz:

Entry.

Abraham Long.
vs.
Rebecca Johnson et al.
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On motion of the Plaintiff and on his producing the return of the Sheriff of the Sale made under the former order of this

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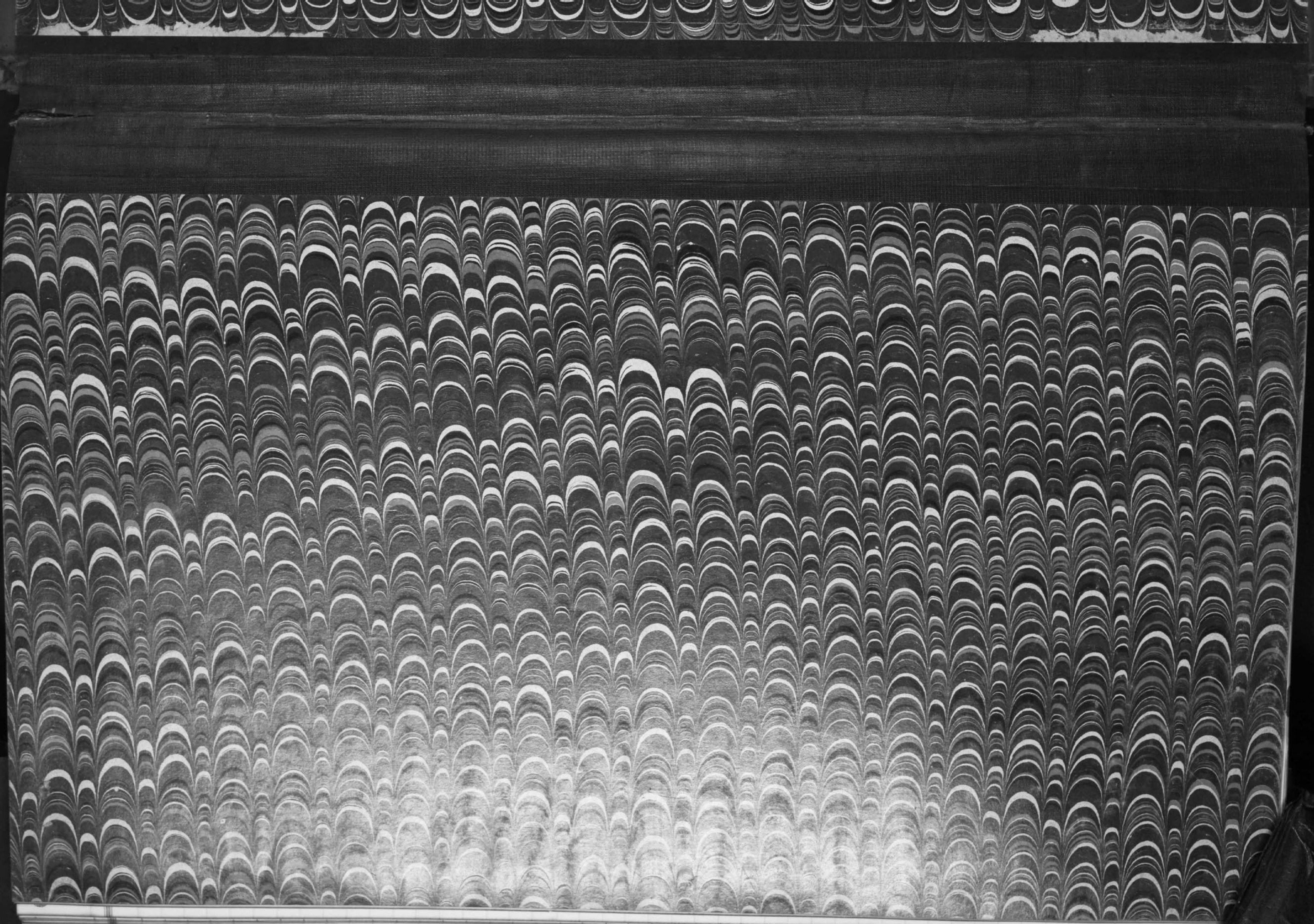
of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Abraham Long by deed in fee simple the lands and tenements sold and a writ of possession is awarded to put said possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to Fourteen Hundred and Fifty Dollars it is ordered that the Sheriff out of the money in his hands pay. First, the costs of this action taxed at $33.35 Secondly, The taxes now a lien on said premises, viz: $12.13 Thirdly: To the plaintiff Abraham Long the amount heretofore found due him with interest to-wit: the sum of $598.66 Fourth To Rebecca Johnson the money value of her dower interest in balance of proceeds of sale to-wit: $207.26. Fifth. To Margaret N. McMillen the balance, to-wit $598.60

Attest. W. M. Winget Clerk.