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RECORD

No. 24.

UNION
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SIEBERT & LILLEY,

Opera House Building, COLUMBUS, O.

NOTICE.

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SIEBERT & LILLEY.

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Petition
4392

Pleas before his Honor John A Price 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 & the Third Sub-division of the 10th Judicial District of the State of Ohio, on the 18th day of May, in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore to wit= On the 11th day of December 1883 the following Petition was filed with the Clerk of said Court, which reads as follows, to-wit=

Petition 4392

The Union County Bank
vs.
G.H. Argo and
Ella Argo

} Court of Common Pleas, Union Co. O.

Plaintiff is a Partnership formed for the purpose of carrying on business and holding property in the State of Ohio, and is composed of S.M. & A.J. Blake

Defendants are indebted to Plaintiff in the sum of Two Hundred and Seventy Six & 68/100 dollars, which Plaintiff claims with interest from the 30th day of April 1883. on a promissory note of which the following is a copy with all credits and endorsements.

Marysville, Ohio, April 30th 1883

Three months after date, we, or either of us, promise to pay to the order of Union County Bank, for value received, Two Hundred & Seventy Six & 68/100 Dollars, with 8 per cent interest, payable annually Payable at A.H. Brightlers Office, Marysville Ohio.

Signed, G.H. Argo
Ella Argo

Secured by mortgage

At the time of delivering said note, and to secure the payment of the same, defendants duly executed, and delivered to Plaintiff their mortgage deed, conveying the following premises.

Beginning at a stake in the center of a County road, thence S. 80 1/4° E. 47 28/100 poles to a stone; thence S. 9° W. 54 5/10 poles, to the center of Bokes creek; Thence up the creek with the meanderings thereof S. 72 1/2° W. 14 poles, S 3 1/4° E. 8. 32 poles, S. 35° E. 21 49/100 poles, S. 68 1/2° W. 24 2/10 poles. S. 53 1/4° W. 8. poles S 32 1/2° W. 8 poles, S. 64° W. 9 poles, S. 62 1/4° W. 13 30/100 poles W. 73 1/4° W. 9 47/100 poles. to a stake, witness a stake on bank of creek, from which a buckeye is near, S. 45 1/2° E. 24 links. Thence W. 9 1/2° E. 19 poles to the place of beginning, containing 32 acres of land.

Also another tract, beginning at a beech S.W. corner of a 14 Acre tract part of the west half of 113 acres, Thence N. 9° E. 53 70/100 poles to the center of Bokes Creek; Thence down the creek with the meanderings thereof W 55 1/2° E. 9 poles, S. 60 1/4° E. 16 poles W. 46 1/2° E 25 20/100 poles; Thence S. 9° W. 80 poles to a stake, Thence 81 1/2° W 37 25/100 poles to a beech, the place of beginning containing 14 1/2 acres of land, and all being part of Survey

The conditions of said mortgage were as follows; Provided always, and these presents are on this condition, that if the said Ella Argo, and G.H. Argo, or either of them, shall pay or cause to be paid, unto the said Union County Bank, their promissory note of even date or tenor herewith for the sum of Two Hundred and Seventy Six Dollars & Sixty eight cents with eight per cent interest

from date, payable annually, and due in three months from date. Then these presents shall be void, otherwise to be and remain in full force & virtue. On the 2d day of May 1883 at 4¾ o'clock P.M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio and was duly recorded in Book 20 Page 236 of his records. Plaintiff therefore asks judgment against defendants in said sum of Two Hundred and Seventy Six 68/100 dollars with interest from April 30th 1883, and that said premises may be sold, and the proceeds applied to the payment of said judgment.

A.H. Beightler & E. Cole Attys for Pltff.

State of Ohio Union County ss. A.H. Beightler, being sworn, says that he is the attorney of the plaintiff duly authorized herein, that this action is founded upon a written instrument for the payment of money, which instrument is in affiants possession and that the allegations of the above pleading are true as affiant believes.

A.H. Beightler.

Sworn to and subscribed by A.H. Beightler before me this 11th day of December 1883.

Seal

J.B. Burgner, Clerk.

Praecipe

Union County Bank. vs G.H. Argo. etal } Court of Com. Pleas. Union County, O.

To Clerk of said Court: Issue Summons in the above case; Ination for foreclosure of Mortgage, amount claimed $276 68/100, returnable according to law.

A.H. Beightler Atty for Plaintiff.

On the 11th day of December A.D. 1883 a 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, Greting: We command you to notify George H. Argo and Ella Argo, that they have been sued by The Union County Bank in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of January 1884 the Petition of said Plaintiff, The Union County 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 24th day of December A.D. 1883

Witness my hand and the seal of said Court, this 11th day of Dec. A.D. 1883.

Seal

J.B. Burgner, Clerk.

Inaction for foreclosure of Mortgage, Amount claimed $276 68/100 with 8% interest from April 30th 1883.

Sheriffs Return

The State of Ohio Union County ss. Received this writ Dec 11th 1883 at 12 o'clock M. and pursuant to its command on the 12th day of Dec. 1883. I served the same by delivering to each of the within named defendants a true copy of this writ with the endorsements thereon. Service $5 Mileage $1.28 Cop. 70 = $2.03

John Hobensack Sheriff

Entry

Entry

Amended Petition

On the 5th day of Feb. 1884 the following Entries were made on the Journal of said Court, to-wit=

Entry — Union County Bank. vs G.H. Argo et al. — Court of Common Pleas.

D.W. Ayers made party defendant, with leave to answer, thirty days from rising of Court.

Entry — Union County Bank. vs G.H. Argo et al — Court of Com. Pleas, Union Co. Ohio.

Cause continued with leave to Plaintiff to file Amended Petition within thirty days from this date

On the 15th day of March 1884 the following Amended Petition was filed with the Clerk of said Court, to-wit=

Amended Petition — The Union County Bank. vs George H Argo, Ella Argo, D.W. Ayers, R.S. Adams, Sarah McKinley, Mary Jane Pope, Daniel Pope, Elizabeth Fox, Geo. Tobey, Geo. Fox, Jola Adams, Minerva Sanderson, Wm. N. Sanderson, Amanda Mitchel & Mitchel, Defts. — Court of Common Pleas, Union County, Ohio.

Plaintiff is a Partnership formed for the purpose of carrying on business and holding property in the State of Ohio, is not incorporated and is composed of D.M. & A.J. Blake and F.P. Cratty. Defendants, G.H. Argo & Ella Argo are indebted to the Plaintiffs in the sum of Two Hundred & Seventy six & 65/100 dollars which they claim with interest from the 30th day of April 1883. on a promissory note of which the following is a copy, with all credits & endorsements.

Marysville, Ohio. April 30th 1883.

Three months after date, we, or either of us, promise to pay, to the order of the Union County Bank, for value received, Two Hundred Seventy six & 65/100 dollars, with 8% interest, payable annually.

Payable at A.H. Bergholler's Office, Marysville Ohio. G.H. Argo
Secured by mortgage. Ella Argo

There are no credits or endorsments on said note.

At the time of delivering of said note and to secure the payment of the same, the defendants G.H. Argo and Ella Argo, duly executed and delivered to plaintiff their mortgage deed conveying the following premises, Beginning at a stake in the center of a county road. Thence S. 89 1/4° E. 4 7 8/100 poles to a stone; Thence S. 9° W. 54 3/100 poles to the center of Bokes Creek; Thence up the Creek with the meanderings thereof S. 72 1/2° W. 14 poles, S. 3 1/4° E. 8.32 poles, S. 35° E. 21 4/100 poles, S. 68 1/2° W 24 27/100 poles, S. 5-3 1/4° W. 8 poles, S 32 1/2° W. 8 poles, S. 64° W. 9 poles, S. 62 1/4° W 13 30/100 poles, W. 73 1/4° W. 9 7/100 poles to a stake, witness stake on the bank of the creek, from which a buckeye is near, S. 45 1/2° E. 24 links. Thence W. 9 1/2° E. 19 poles to the place of beginning.

Containing Thirty Two acres & land.
Also another tract, Beginning at a beech S.W. Corner & a 14 acre tract part & the west half & 113 acres. Thence W. 9° E. 53 40/100 Poles. to the center & Bokes Creek. Thence down the Creek with the meanderings there & N. 55½° E. 9 poles S. 60¼° E. 16 Poles. N. 46½° E. 25 20/100 Poles. Thence S. 9° W. 80 Poles to a stake; Thence 81½° W. 37 25/100 Poles to a beech tree. the place & beginning. Containing 14½ acres & land And all being part & Survey No — —
The conditions & said mortgage deed were as follows;
Provided always, and these Presents are upon this condition; That if said Ella Argo and G.H. Argo or either & them, shall pay, or cause to be be paid, unto the said Union County Bank their promissory note & even date and tenor herewith, for the sum & Two hundred & seventy six & 65/100 dollars, with eight per cent interest from date, then these Presents shall be void, otherwise to be and remain in full force & virtue.
On the 2nd day & May 1883. at 4¾ o'clock P.M. said mortgage was duly left for record at the Recorder's Office & Union County, Ohio and was duly recorded in Book 20 Page 236 & his records.
The defendants. D.T. Ayers, P.A. Adams Sarah McKinney, Mary Jane Pope, Daniel Pope, Elizabeth Fox, Geo. Fox, Minerva Sanderson, Wm N. Sanderson, Amanda Mitchel, George Ibey, Fola Adams, have or claim some lein or interest in said premises, but the plaintiff avers that the same is subordinate to its claim, and plaintiff asks that they be compelled to set up their claims or be forever cut off from asserting the same to the prejudice & plaintiffs claim above described. Plaintiff therefore asks. judgment against defendants G.H. Argo, & Ella Argo. in the said sum & Two Hundred & Seventy six & 65/100 Dollars with 8 % interest from Apr. 30th 1883. and that said premises may be sold and the proceeds applied to the payment & said judgment.
Brightlen & Cole, Attys for Pltff.
State & Ohio Union Co. ss. A.J. Blake, one & the plaintiffs, being duly sworn, says that he believes the facts stated in the above petition to be true.
A.J. Blake.
Sworn to and subscribed before me by A.J. Blake this 14th day & March 1884.
W.A. Hill, Justice & Peace
We hereby waive the issuing & service & Process and enter our appearance herein this 15th day & March 1884. P.A. Adams, Sarah McKinney Mary Jane Pope Daniel Pope. Elizabeth Fox, George Fox Geo. Ibey. Fola Adams, Minerva Sanderson Wm N. Sanderson Amanda Mitchel+ Mitchel. By A.T. Carpenter + D.W. Agnew Atty
On the 29th day & April 1884 the following Entry was made on the Journal & said Court, to-wit:
Union County Bank }
vs } Union Common Pleas
Argo et. al }
This cause now coming on for hearing

Order of Sale.

on the petition of plaintiff, the Court find that the defendants George H Argo and Ella Argo have been duly served with summons in this case, that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and that they, the said Geo. H Argo and Ella Argo are indebted to plaintiff on the promissory note set forth in the petition in the sum of Two Hundred & Ninety eight & 81/100 dollars

It is therefore considered, ordered and adjudged by the Court, that the said plaintiff recover from the said defendants, Geo. H. Argo and Ella Argo, the said sum of $298.81 with 8% interest from the date of this entry, and the costs of this suit. taxed at $

The Court further find that in order to secure the payment of said note, the defendants Geo. H. Argo & Ella Argo, executed and delivered to said plaintiff, their certain mortgage as in the petition described and on the premises therein described, That said mortgage was duly recorded in Vol. 20 Page 236. of the Records of Mortgages of Union County, Ohio. and it is the first and best lien on said premises described in the petition, and that the conditions of said mortgage have been broken, It is therefore adjudged and decreed that unless the defendants Geo. H Argo & Ella Argo shall within ten days from the date of this entry, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the date of this decree at the rate of 8% the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefore to the Sheriff of Union County, Ohio. directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court. for further order.

On the 15th day of November 1884 an 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 and for said County, on the 29th day of April A.D. 1884 in the cause of Union County Bank Plaintiff and Geo. H. Argo and Ella Argo Defendants. said Union County Bank obtained a judgment or decree against said Geo. H Argo and Ella Argo for the sum of Two Hundred Ninety eight & 81/100 Dollars. and [illegible] Dollars costs of suit. And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Geo. H. Argo & Ella Argo shall within [illegible] days from the 29th day of April A.D. 1884 pay unto the said Union County Bank the said sum of Two Hundred Ninety eight & 81/100 dollars with interest from the 29 day of April A.D. 1884 at the rate of 8 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County, commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition &c And whereas the [illegible] days aforesaid have fully expired and the said sum

of #298.81 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed and appraise, advertise & sell as aforesaid the following lands and tenements, to-wit- Situated in the Township of County of Union, State of Ohio. bounded and described as follows, Beginning at a stak in the center of a County road, thence S. 80 1/4° E 47 28/100 poles to a stone, Thence S. 9° W. 34 5/100 poles to the center of Bokes creek; Thence up the creek with the meanderings thereof, S. 72 1/2° W 14 poles. S. 3 1/4° E. 8.32 poles. S 35° E. 21 7/100 poles, S. 68 1/2° W. 24 8/100 poles. S. 5 3/4° W. 8 poles S. 32 1/2° W. 8 poles. S. 64° W. 9 poles. S. 62 1/4° W. 13 20/100 poles, W 73 1/4° W. 9 49/100 poles to a stake & witness a stake on bank of the creek from which a buckeye is near, S. 45 1/2° E. 24 links; Thence W. 9 1/2° E 19 poles to the place of beginning, Containing 32 acres of land. Also another tract beginning at a beech S. W. corner of a 14 acre tract. part of the west half of 113 Acres: Thence W 9° E 53 4/100 poles to the center of Bokes Creek; thence down the creek: with the meanderings thereof. W. 55 1/2° E 9 poles S. 60 1/4° E. 16 poles. W. 46 1/2° E. 25 20/100 Poles. Thence S. 9° W 80 poles to a stake; Thence 81 1/2° W. 37 25/100 poles to a buch the place of beginning, Containing 14 1/2 Acres of land. And all being a part of Survey No

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 15th day of Nov. A.D. 1884.

Seal

John R Burgner / 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 16th day of November 1884 summon Stephen Shirk, L Bolenbaugh & Aaron Turner, 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 of the 16th day of November A.D. 1884 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 #38.00 per acre total #1767.00. 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 18th day of November 1884 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 December A.D. 1884 at one o'clock P.M. of said day His writ ordered returned by Beightler Plaintiffs attorney without further proceedings. Sheriffs Fees, #6.00 Appr's Fees #3.00 Printers Fees #15.00. Total #24.00

John Hobencack, Sheriff.

Proof of Publication,

Entry

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Proof of Publication.

On the 3d day of March 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit=

Union County Bank. }
vs } Common Pleas Court, Union County, Ohio.
Ella Ayo et. al. }

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 north door of the Court House in Marysville, Ohio. on Saturday December 25th 1884 at or about the hour of one o'clock P.M. on the said day. the following described Real Estate to-wit= Situate in the Township of Taylor, County of Union, State of Ohio. and being known and described as follows;

Beginning at a stake in the center of a County road; thence S. 80 4/4° E. 47 25/100 poles to a stone; thence S. 9° W. 54 40/100 poles to the center of Bokes Creek; thence up the creek with the meanderings thereof, S. 72½° W 14 poles S 3¼° E. 8.32 poles, S. 35° E. 21 40/100 poles, S 68½° W. 24 27/100 poles S. 53¼° W. 8 poles S. 32½° W. 8 poles S 64° W. 9 poles S 62¼° W. 13 30/100 poles. W 7 3/4 W 9 49/100 poles to a stake witness a stake on the bank of the creek from which a buckeye is near S. 45½° E. 24 links; thence W. 9½° E. 19 poles to the place of beginning Containing thirty two acres of land.

Also another tract, beginning at a buck south west corner of a 14 acre tract, part of the west half of 113 acres; thence W 9° E 5 3 40/100 poles to the center of Bokes Creek; thence down the creek with the meanderings thereof. W. 55½° E. 9 poles. S. 68¼° E. 16 poles. W. 46½° E 25 20/100 poles; thence S. 9° W. 80 poles to a stake, thence 81½° W. 87 25/100 poles to a buck, the place of beginning Containing 14½ acres of land, and all being part of Survey No — Appraised at $38 00 per acre, Terms of Sale cash

A. H. Bright Atty. John Hobensack Sheriff of Union Co.

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 on the Nov. 19th 1885.

W. O. Shearer.

Sworn to and subscribed before me this 3d day of March 1885

J. S. Burgner Clerk. Com'r

Entry

On the 17th day of December 1884 the following entry was made on the Journal of said Court, to-wit=

Union County Bank }
vs }
Ella Ayo et al }

Upon the application of the Defendant D. W. Ayers leave was granted to him to file answer and cross petition in 30 days from the rising of the Court and cause continued.

Afterward on the 29th day of January A.D. 1885 the following answer and Cross petition was filed with the Clerk of said Court to-wit=

Answer & Cross-Petition of D.T. Ayers.

The Union County Bank.
vs
George H. Argo, Ella Argo, D.T. Ayers, A.B. Adams, Sarah McKinney, Mary Jane Pope, Elizabeth Fox, George Tobey, George Fox, Lola Adams Minerva Sanderson, William N. Sanderson, Amanda Mitchell & Mitchell Defendants.

} Court of Common Pleas, Union County, Ohio.

The defendant, D.T. Ayers, now comes by leave of the Court first had and obtained, and for his answer and Cross-petition in the above entitled case says That the above named defendants, Geo. H. Argo and Ella Argo are indebted to this defendant in the sum of Seven Hundred & Fifty Dollars ($750.00) which he claims with interest at 8% from the first day of August A.D. 1883. on two promissory notes of which the following are true copies with all endorsements thereon;

" $375.00 Marysville, Ohio, August 1st 1883."
"One year after date, for value received, I promise to pay to D.T.
"Ayers or bearer Three Hundred & Seventy five Dollars, with interest at
"8% from date.
"Ella Argo"
"George H Argo"

" $375.00 Marysville, Ohio, August 1st 1883."
" Two years after date, for value received, I promise to pay to
"D.T. Ayers or bearer. Three Hundred and Seventy Five Dollars, with int
"at 8% from date.
"Ella Argo"
"George H Argo"

At the time of the delivery of said notes and to secure the payment of the same the said George H. Argo and Ella Argo duly executed and delivered to the said defendant, D.T. Ayers, their mortgage deed conveying the following premises, (1) Beginning at a stake in the center of a County road, thence S. 8½° E 47-28 poles to a stone; thence S. 9° W. 54 50/100 poles to the center of Bokes creek; thence up the creek with the meanderings thereof, S. 72½ W. 14 poles S. 3¼° E. 8 37/100 poles. S. 35. E. 21 40/100 poles S 68½ W. 24 24/100 poles; S. 53¼ W. 8 poles. S 32½ W. 8 poles, S. 64 W. 9 poles S. 62¼ W. 13 80/100 N. 7¼ W. 9 49/100 poles to a stake, witness a stake on the bank of Creek from which a buckeye bears S. 45¼ E. 20 links = thence N. 9½ E 119 poles to the beginning containing Thirty Two (32) Acres.
(2) Also another tract beginning at a beech South West corner of a 14½ Acre tract herein described as part of the west half of 113 Acre tract. Thence N 9 E. 53 50/100 poles to the center of Bokes creek - thence down the meanderings thereof N. 55½ E. 9 poles S. 68¼ E. 16 poles. N. 46½ E. 23 20/100 poles = thence S. 9 W. 88 poles to a stake = thence N. 81½ W. 37 70/100 poles to a Beech, the beginning containing 14½ acres.
(3) Also another tract beginning at a stake N.W. corner of the 10 acre tract hereafter described as part of the west half of 113 acres tract; thence N 9½ E. 11 70/100 poles to the center of Bokes Creek; thence down the creek with the meanderings thereof N 64. E. 9 poles.

N. 32½. E 15 Poles to 2 stakes; thence S. 9 W. 42 Poles to a stake witness 2 beeches 1 bears N 86½ E 23 links and one S. 2¾ E. 19 links; thence N 81½ W. 52 Poles to the beginning containing Ten acres
(4th) Also another tract beginning at a stone in a county road thence with the center of said road S. 88½ E 45 Poles to a stake - thence S. 9½ E. 119 Poles to the center of Bokes creek witness a stake on the bank of creek from which a Buckeye bears S. 45¼ E 24 links; thence up the creek with the meanderings thereof N. 73¾ W. 12 7/100 Poles N. 62¼ W 24 60/100 Poles N 20 W. 16 75/100 to an elm on the banks of Bokes Creek. thence N 9½ E. 95 40/100 Poles to the beginning containing 32 acres.
(5) Also another piece beginning at a stone in a County road; thence with the center of said road N 79¼ W 26 65/100 poles to a stone, thence N 9½ E. 58 30/100 Poles to a stake, thence S. 81½ E. 26 60/100 Poles to a stake; thence S. 9 W. 59 37/100 Poles to the beginning containing Ten (10) acres.
(6) Also another piece beginning at a stake 25 40/100 Poles, S 81½ E. from the N. E. Corner of the above ten acre tract witness two beeches one bears N 86½ E. 23 links, and one bears S 23¼ E 19 links; thence S 81½ E. 34 35/100 Poles to a beech; thence N. 9 E. 53 50/100 Poles to the center of Bokes creek; thence up the creek with the meanderings thereof S. 55½ W. 9 60/100 Poles; N 66 W. 15 Poles; N. 56¾ E. 35 Poles S. 72½ W. 14 Poles. S 3¼ E. 8 37/100 Poles, S. 35 E. 21 40/100 Poles; thence S. 81½ E. 15 poles to two stakes; thence S 9 W. 42 Poles to the beginning, containing 14½ acres.

The conditions contained in said Mortgage deed are as follows: That if the said Ella Argo and Geo. H. Argo shall pay or cause to be paid unto the said D. W. Ayers their two promissory notes of even date herewith calling for ($375) Three Hundred & Seventy Five Dollars. each with interest at 8% from date one due August 1st 1884 and one due August 1st 1885 when the same become due then these presents shall be void, otherwise to be and remain in full force and virtue in law.

On the 5th day of August A.D. 1883 at 3½ o'clock P.M. said mortgage deed was left for record at the Recorder's Office of Union County Ohio and was duly recorded in Vol 19 Page 119 of his records.

The defendant says that the lands described in Plaintiff's petition are a part of the same lands described in this answer and Cross-petition.

This defendant therefore asks judgment against said defendants Ella Argo & Geo. H. Argo in the sum of Three Hundred and Seventy five Dollars with interest at 8% from August 1st 1883. and that said premises herein described may be ordered to be sold and the proceeds applied to the payment of said judgment and the balance held by the Court to be applied to the payment of the note of Three Hundred Seventy Five Dollars to become due August 1st 1885.

D. W. Ayers.

State of Ohio Union County ss. D. W. Ayers being first duly sworn says the facts stated and allegations in his foregoing answer & Cross Petition are as he believes, true.

D. W. Ayers.

Sworn to before me and signed by D.H. Ayers in my presence this 3rd day of January A.D. 1885.

Seal

L. Burgner, Clerk.

Afterward on the 25th day of February 1885 the following entry was made on the Journal of said Court, to-wit=

Entry

Union County Bank }
vs }
George, H Argo et.al }

This cause now coming on for hearing on the answer and Cross-Petition of the defendant D.H. Ayers, was submitted to the Court, on Consideration whereof the Court find that there is due the defendant, D.H. Ayers from the defendants George H Argo and Ella Argo, on the note set up in his cross-petition including interest to the first day of the term the sum of $410 00 and that to secure the of said note, the defendants George H. Argo and Ella Argo, his wife, executed and delivered to said D.H. Ayers their certain mortgage as in the cross-petition described, and on the premises therein described, being the same premises in part, described in the petition, That said mortgage was duly recorded in Vol 19 Page 119 of the Records of Mortgages of Union County, Ohio. and is a good and valid lien of the plaintiff, on said premises, for the amount so found due to the said D.H. Ayers and that the conditions of said mortgage have been broken.

It is therefore considered, adjudged and decreed by the Court that the defendant D.H. Ayers recover from his co-defendants George H. Argo and Ella Argo the said sum of Four Hundred and ten dollars including interest as heretofore found due him. and unless the said defendants shall within one 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 the defendant D.H. Ayers the sum so found due him with interest from the first day of this term at 8% the said defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Afterward on the 27th day of February 1885 the following Praecipe was filed with the clerk of said Court, to-wit:

Praecipe

Union County Bank }
vs } Court of Com. Pleas Union County. O.
George H Argo et.al }

Marysville Ohio. February 27th 1885

To the Clerk of said Court; Issue Order of Sale in the above case returnable according to law.

A.H. Beightler Atty for Plaintiff

Afterward on the 27th day of February 1885 an Order of Sale was issued by the Clerk of said Court. to-wit:

Order of Sale

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 February A.D. 1885 in the cause of the Union County, Bank Plaintiff and Geo. H. Argo et al Defendants, it was ordered, adjudged and decreed as follows, to-wit: said D.H. Ayers, obtain a judgment or decree against the said George H. Argo & Ella Argo for the sum of Four Hundred & Ten dollars, and dollars costs of suit. And whereas it was then and there by said Court ordered adjudged and decreed, that the said George H. Argo & Ella Argo shall within one day from the 25th day of February A.D. 1885 pay unto the said D.H. Ayers the sum of Four Hundred & Ten Dollars with interest from the 25th day of February A.D. 1885 at the rate of 8 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same that an Order of Sale issue to the Sheriff of this County commanding him to proceed according to the Statute regulating judgments & executions at law to sell the real estate described in the Plaintiff's petition &c: And whereas the one day aforesaid has fully expired and the said sum of $410 &c with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the County of Union and State of Ohio, bounded and described as follows: Beginning at a stake in the center of a County road. Thence S. 88¼ E. 47-28 poles to a stone; Thence S. 9 W. 54 50/100 poles to the center of Bokes Creek; Thence up the Creek with the meanderings thereof S. 72½ W. 14 poles S 3¼ E 8 32/100 poles S. 35 E 21 40/100 poles, S 68½ W. 24 24/100 poles, S 53¼ W. 8 poles S. 32½ W. 8 poles S. 64 W. 9 poles, S 62¼ W 13 80/100 N 7¼ W 9 49/100 poles to a stake, witness a stake on the bank of the creek from which a buckeye bears S 45¼ E. 20 links; Thence N. 9½ E. 119 poles to the beginning, containing Thirty two (32) acres.

Also another tract of land, beginning at a beech S.W. corner of a 14½ acres of land herein described as part of the west half of 113 acre tract; Thence N. 9 E 53 70/100 poles to the center of Bokes Creek; Thence down the creek with the meanderings thereof N 55½ E. 9 poles S 60¼ E 16 poles, N 46½ E 25 20/100 poles; Thence S. 9 W 80 poles to a stake Thence N. 81½ W. 37 20/100 poles to a beech, the beginning, containing Ten (10) Acres

Also another tract: Beginning at a stake N.W. corner of the ten acre tract, herein before described as a part of the west half of 113 acre tract; Thence N. 9½ E 11 70/100 poles to the center of Bokes Creek; Thence down the creek with the meanderings thereof N. 64 E 9 poles N 32½ E. 15 poles to two stakes; Thence S. 9 W. 42 poles to a stake witness 2 beeches, 1 bears N. 86½ E 23 links; and one S. 23¼ E 19 links; Thence N 81½ W. 52 poles to the beginning containing ten acres.

Also another tract: Beginning at a stone in a County road thence with the center of said road, S 88¼ E. 45 poles to a stake Thence S. 9½ E. 119 poles to the center of Bokes Creek, witness a stake on the bank of the creek, from which a buckeye bears

S 45¼ E. 24 links; thence up the creek with the meanderings thereof N. 73¼ W 12 25/100 poles, N. 62¼ W. 24 80/100 poles N. 20 W. 16 75/100 to an elm on the banks of Bokes Creek; thence N. 9½ E 45 40/100 poles to the beginning containing 32 acres.

Also another piece beginning at a stone in a county road; thence with the center of said road N. 79¼ W. 26 65/100 poles to a stone; thence N 9½ E 58 30/100 poles to a stake; thence S. 81½ E. 26 60/100 poles to a stake; thence S. 9. W 59 32/100 poles to the beginning containing ten (10) Acres.

Also another piece beginning at a stake 25 40/100 poles. S 81½ E. from the N.E. Corner of the above ten acre tract witness two beeches one bears N. 86½. E 23 links. and one bears S. 23¼ E. 19 links, S 81½ E. 34 35/100 poles to a beech - thence N. 9 E 53 50/100 poles to the center of Bokes Creek - thence up the creek with the meandering thereof. S. 55½ W 9 60/100 poles. N. 66 W. 15 poles, N. 56¾ E. 35 poles S. 72½ W. 14 poles S. 3¼ E 8 37/100 poles S. 35; E. 21 40/100 poles, thence S. 81½ E. 15 poles to two stakes; thence S. 9 W. 42 poles to the beginning containing 14½ Acres.

Proof of Publication

Wherefore 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 27th day of February A.D. 1885.

Seal

J. D. Burgner, Clerk.

Sheriff's Return

The State of Ohio, Union County ss. In obedience to the command of the Order of Sale herein annexed I did on the 27th day of Feb 1885 summon, G. W. Moore, Wm. Fulton and O. J. Tyeth. 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 27th day of Feb. A.D. 1885 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 seven Dollars per acre. A certified copy of said appraisement I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County, and on the 28th day of Feby. 1885 I caused to be advertised in the Marysville Times (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 28th day of March A.D. 1885 at 2 o'clock P.M. of said day, and having advertised 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 28th day of March A.D. 1885 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came D.H. Ayers who bid for the same the sum of Twenty four and 67/100 Dollars and said sum being two thirds of the appraised value thereof and said D.H. Ayers being the highest and best bidder therefor, I then and did there publicly sold and struck off said lands and tenements to him for said sum of Twenty four 67/100 Dollars per Acre. Sheriff's Fees $6.70 Appraisers Fees $3.00 Printers Fee $2.70.

M. Hopkins Sheriff By A.H. Goodwin Dep'y

On the 22d day of May 1885 the following Proof of Publication was filed with the Clerk of said Court to-wit=

Proof of Publication

The Union County Bank
vs
George H. Argo et.al

} On Order of Sale.

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 north door of the Court House in Marysville Ohio, on Saturday March 28th 1885 at or about the hour of 1 o'clock P.M. on said day the following described real Estate to-wit= Situate in the Township of York, County of Union, and State of Ohio, and being known and described as follows; 1st Beginning at a stake in the center of a County road; thence S 88¼° E 47-28 poles to a stone; thence S 9° W. 54 20/100 poles to the center of Bokes Creek; thence up the creek with the meanderings thereof S. 72½° W 14 poles S 3¼° E 68 32/100 poles, S 35° E 21 40/100 poles, S. 68½° W 24 24/100 poles, S 53¼° W. 8 poles. S 32½° W. 8 poles S. 64° W. 9 poles S. 62¼° W. 13 80/100 poles N. 7¼° W. 9 49/100 poles to a stake witness a stake on the bank of the creek. from which a buckeye bears S. 45¼° E 20 links; thence N 9½° E. 119 poles to the beginning containing 32 acres.

2d Also another tract beginning at a beech S.W. corner of a 14½ acre tract herein described as part of the west half of 113 acre tract, thence N 9° E 53 50/100 poles to the center of Bokes Creek; thence down the creek with the meanderings thereof N. 55½° E 9 poles S. 60¼° E 16 poles N. 46½° E 25 20/100 poles; thence S. 9° W. 80 poles to a stake; thence N. 81½° W 37 25/100 poles to a beech, the beginning, containing 14½ acres.

3d Also another tract, Beginning at a stake N.W. corner of the ten acre tract hereafter described as a part of the west half of 113 acre tract; thence N 9½° E. 11 70/100 poles to the center of Bokes Creek; thence down the creek with the meanderings thereof N. 64° E 9 poles N. 32½° E. 8 poles. N. 53¼° E. 8 poles. N. 68½° E 24 24/100 poles; thence S. 81½° E 15 poles to 2 stakes; thence S. 9° W. 42 poles to a stake witness two beeches one bears N. 86½° E. 23 links and one S. 23¼° E. 19 links; thence N. 81½° W. 52 poles to the beginning, containing ten acres.

4th Also another tract Beginning at a stone in a County road thence with the center of said road S 88¼° E. 45 poles to a stake; thence S. 9½° E. 119 poles to the center of Boke's Creek witness a stake on the bank of the creek from which a Buckeye bears S. 45¼° E 24 links; thence up the creek with the meanderings

thence N. 73¼° W 12 7/100 poles N. 62¼° W. 24 80/100 poles N. 20° W. 16 7/100 Poles to an elm on the banks of Bokes creek; thence N. 9½° E 95 40/100 poles to the Beginning containing 32 acres.

5th Also another piece beginning at a stake in a county road; thence with the center of said road N. 79¼° W. 26 65/100 poles to a stone; thence N. 9½° E 58 30/100 poles to a stake; thence S. 81½° E. 26 60/100 poles to a stake; thence S. 9° W. 39 37/100 poles to the beginning, containing ten acres.

6th Also another piece beginning at a stake 25 40/100 poles S. 81½° E from the NE corner of the above ten acre track. witness two beeches, one bears N. 86½° E. 23 links, and one bears S. 23¼° E. 19 links; thence S. 8½° E 34 32/100 poles to a beech; thence N. 9° E. 53 50/100 poles to the center of Bokes creek; thence up the creek with the meanderings thereof. S. 55½° W. 9 60/100 poles N. 66° W 15 poles N. 56¾° E. 35 poles. S. 72½° W. 14 poles, S. 3¼° E. 8 32/100 poles S. 35° E 2 140/100 poles; thence S. 81½° E 15 poles to two stakes; thence S. 9° W. 42 poles to the beginning containing 14½ acres. Appraised at $37.00 per acre. Terms of Sale-Cash.

Marion Hopkins, Sheriff

A.K. Beightler Attorney.

A.K. Beightler being duly sworn says he is the editor of the Marysville Times a weekly newspaper published in Marysville, Union County, Ohio. and having a general circulation therein and that the annexed Advertisment was published in said newspaper five consecutive weeks, the first insertion being on the 28th day of Feby. 1885 and the last on the 28th day of March 1885

A.K. Beightler

Sworn to and subscribed by A.K. Beightler before me this 22d day of May 1885.

J.D. Burgner, Clerk.

Printers fees $27.00

On the 16th day of June 1885 the following entry was made on the Journal of said Court, to-wit:=

Entry

Union County Bank. }
vs. }
Ella Argo. et.al. }

This day came D.H. Ayers. and asked and obtained leave to file answer & Cross-Petition herein and the same filed.

Afterward on the 16th day of June 1885 the following Answer and Cross-Petition was filed with the Clerk of said Court, to-wit:

Answer & Cross Petition

Union County Bank. }
vs. } Court of Common Pleas. Union County, Ohio.
George A. Argo et.al. }

The defendant D.H. Ayers now comes by leave of the Court first had and obtained and for his answer and Cross-Petition in the above entitled case. says: That the above named defendants Ella Argo is indebted to him in the sum of Seven Hundred & Fifty Dollars which he claims with interest at 8% from the 19th day February 1885 on one promisson note of which the following is a true copy

$750.00 Sixty days after Date I Promise to Pay to D.H. Ayers or order. the sum of Seven Hundred and Fifty Dollars

with interest at 8 percent, for value received.
Columbus Ohio, Feb. 19th 1885.
Ella Argo.

At the time of the delivery of said note and to secure the payment of the same, the said Ella Argo duly executed and delivered to the said defendant D. H. Ayers, her mortgage deed conveying the following premises. Beginning at a stake at the South East corner of William T Fultons home farm and N.E. of the Adams farm of which the land herein is a part - Thence with said Fultons South line and with the County road N. 80 3/4° W. 92 4/10 Poles to a stone in the said Fultons line. Thence S. 8 1/2° W. 95 Poles to one elm on the bank of Bokes Creek; Thence down the creek with the center thereof, the following course & distance along the creek. South 23 1/4° E. 15 6/10 Poles. S. 66° E. 24 77/100 Poles. S. 88° E. 23 6/10 Poles N. 75 1/2° E. 18 97/100 Poles to a stake witness an elm N. 12° E. 4 Poles from the center of the creek. S. 8 1/2° W. 69 36/100 to a stone in a road; thence with said road S. 80 1/2° E. 26 20/100 Poles to a stake and stone South East corner of Survey No 3470 and in the West line of Survey N. 3690. Thence with said line N. 8 1/2° E. 59 1/2 Poles to a stone, White Oak & beech; Thence S. 82° E. 87 1/2 Poles to a stone in the east line of land known as the Keller land; Thence with said line N. 8 1/2° E. 75 7/100 Poles to the center of Bokes Creek: Thence up the center of said Creek to the N. W. corner of said Keller tract and in the line of said Survey No 3470; Thence with said line N. 8 1/2 E. 54 Poles to the beginning, Containing One Hundred and Thirteen Acres, in Survey No 3470 and 34 acres in Survey No. 3690.

That this is the same lands described in plaintiffs petition herein. The conditions contained in said mortgage deed were as follows; That if the said Ella Argo. shall pay or cause to be paid unto the said D. H. Ayers, her promissory note of said date calling for $750 00 with interest at 8% from Feby. 19th 1885 then these presents shall be void, otherwise to be and remain in full force and virtue in law. On the 24th day of Feb. A.D. 1885 at 2 o'clock P.M. said mortgage deed was left for record at the Recorder's Office of Union County Ohio and was duly recorded in Vol. 21. Page 172 of this records.

The defendant says that the said mortgage has become absolute, and asks judgment against said defendant Ella Argo in the sum of Seven Hundred & fifty Dollars with interest at 8% from Feb. 19th 1885 and that said premises may be ordered to be sold and the proceeds applied to the payment of said judgment and for all proper relief.

D. H. Ayers.

State of Ohio Union County ss. D. H. Ayers being duly sworn says the facts stated and allegations in his foregoing answer & Cross-petition are as he believes true

D. H. Ayers.

Sworn to before me and signed in my presence this 16th day of June. 1885.

Seal

J. C. Burgner, Clerk.

Entry

On the 17th day of June 1885 the following entry was made on the Journal of said Court, to-wit

Union County Bank }
vs }
George H. Argo and }
Ella Argo Defts }

This cause now coming on for hearing on the Cross-Petition of defendant D.H. Ayers and the evidence, the Court find that the defendant Ella Argo has been duly served with summons in this case and that she is in default for answer and demurer and that the allegations in the Cross-Petition of the said D.H. Ayers are thereby confessed by her to be true and that there is due to D.H. Ayers from Ella Argo on the promissory note set forth in his Cross-Petition with interest to the first day of this term the sum of Seven Hundred & Seventy Dollars ($770.00)

The Court further find that in order to secure the payment of said note the defendant Ella Argo executed and delivered to D.H. Ayers her certain mortgage as in the Cross-Petition described and on the premises therein described (they being the same premises described in Plaintiffs Petition) that said mortgage was duly recorded in Book 21 Page 172 of the records of Mortgages of Union County, O. and is a good and valid lien on the premises described in the Cross-Petition and is the third lien thereon.

It is therefore considered by the Court that the defendant D.H. Ayers recover from his co-defendant Ella Argo the said sum of $770.00 as herein found due him.

And it is further adjudged and decreed That unless the said defendant Ella Argo 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 the said defendant D.H. Ayers the sum of $770.00 so found due him as aforesaid with interest from the 18th day of May 1885 the said defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue to the Sheriff of Union County Ohio directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

At the 8th day of July 1885 the following entry was made on the Journal of said Court, to-wit-

Petition 3909

Entry

Union County Bank. }
vs. } Court of Com. Pleas. Union County, Ohio.
George H. Argo et al }

On motion of the Plaintiff and on his producing the return of the Sheriff of the sale made under the proceedings of the said Sheriff and 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 said sale be and is hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser D.H. Ayers or his assigns in fee simple the lands and tenements so sold. And the Court coming now to distribute the proceeds of said sale amounting to Two Thousand Seven Hundred Eighty seven & 74/100 Dollars. ($2787.74) it is ordered that the Sheriff out of the money in his hands pay; First, the costs of this action, including all taxes or public assessments due on said premises) taxed to $.

Secondly; To the plaintiff, The Union County Bank, the amount heretofore found due it, with interest, to-wit= the sum of Three hundred and twenty seven & 25/100 dollars. ($327 25/100)

Thirdly; To the defendant D.H. Ayers the sum heretofore found due him, to wit= the sum of Sixteen Hundred and Fifty five & 30/100 dollars ($1655.30) This amount includes the note of Three Hundred & Seventy five dollars at 8 percent interest, described in said D.H. Ayers answer & Cross petition filed herein January 29th 1885 and due August 1st 1885 Amounting with its interest August 24th 1885 to Four Hundred and Thirty Seven dollars ($437.00)

Fourthly, to Godman & Thornhill the sum of Ninety four & 25/100 dollars with interest at 8% from April 14th 1883. amounting to One Hundred and Eleven & 66/100 Dollars and costs of suit, taxed to $7.90

Fifthly, To Knight Harriman the sum of One Hundred and Twenty five dollars, with 8% interest from June 1st 1885 amounting to One Hundred Twenty seven and 50/100 Dollars, and costs taxed to $19.63.

Sixthly, the residue of said purchase money if any, to be paid to the defendant, Ella Argo.

Attest: J. L. Burgner Clerk.

Pleas before His Honor John A. Price, 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 of the Third Sub-Division of the 10th Judicial District of the State of Ohio, on the 18th day of May in the year of our Lord One Thousand Eight Hundred and Eighty Five.

Heretofore to-wit= on the 21st day of October 1881 the following petition was filed with the Clerk of said Court, to-wit=

Petition 3909

John E. Southard Plaintiff
vs
Jonas Figley Defendant.

} Court of Com. Pleas Union County, O.

The Plaintiff says, That on the 8th day of November A.D. 1880 one George Fouch, recovered a judgment by the consideration of the Court of Common Pleas of Logan County, Ohio, against one Calvin Figley, as principal, and Plaintiff and defendant herein, as sureties, on a certain promissory note theretofore executed by said Calvin Figley as principal and Plaintiff and defendant as sureties, for the sum of Five Hundred & Thirty two & 44/100 dollars, ($532.44) debt and Thirty six Dollars, ($36.00) costs of suit.

That afterward execution issued upon said judgment

against said principal and said sureties which said judgment & costs for the want of goods chattles and lands of said Calvin Figley, the principal, this plaintiff was compelled and did pay on the 20th day of January A.D. 1881 the amount required to satisfy said judgment, interest and costs on said 20th day of January A.D. 1881 being Five Hundred & Seventy five & 77/100 Dollars ($575.77) which the plaintiff then paid in full satisfaction thereof, into the said Court of Common Pleas of Logan County, Ohio. Plaintiff says that said Calvin Figley was at the date of said judgment and still is wholly insolvent, and that the defendant his cosurety is bound to contribute and to pay one half of said judgment interest and costs, back to plaintiff. That the plaintiff since the payment thereof by him has frequently requested said Jonas Figley to pay his contribution, half of said amount as he is bound to do which he still neglects and refuses to do and no part thereof has been repaid to plaintiff. The defendant is now justly indebted to plaintiff therefor in the sum of Two Hundred and Eighty seven & 88/100 Dollars. ($287.88) with interest thereon at 8% from the 20th day of January A.D. 1881 for which the plaintiff asks judgment.

Carpenter & Brodrick Attys for Plaintiff

The State of Ohio, Union County, ss. A.T. Carpenter being sworn says that he is one of the attorneys for the above named plaintiff duly authorized in this action, That said plaintiff is a non resident of said County of Union and is now absent therefrom, Affiant further says that the facts stated and allegations in plaintiffs 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 21st day of October A.D. 1881

W.M. Knight, Clerk.

Praecipe. To Clerk; Issue summons in the above case returnable according to law Endorse = "Amount Claimed $287.88 with interest at 8% from January 20th 1881"

Carpenter & Brodrick Attys for Plaintiff.

Afterward on the 21st day of October A.D. 1881 a Summons, was issued by the Clerk of said Court, to-wit=

Summon The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting; We command you to notify Jonas Figley that he has been sued by John E. Southard in the Court of Common Pleas of Union County, and that unless he answer by the 19th day of November, A.D. 1881 the petition of said John E. Southard 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 31st day of October A.D. 1881.

Witness my hand and the seal of said Court this 21st day of October A.D. 1881.

Seal

W.M. Knight, Clerk.

Sheriff's Return

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Endorsed; Amount Claimed, $287.88. with interest at 8% on $287.88 from Oct 21st 1881.

Carpenter & Brodnick Attys.

Sheriff's Return

The State of Ohio Union County ss. Received this writ October 21st 1881. at 2 oclock P.M. And pursuant to its command on the 28th day of October 1881 I served the same by delivering a certified copy thereof with the endorsements thereon at the usual place of residence of the within named defendant, Jonas Figley.

Service .30 Mileage $2.72 Co[py] .20 $3.22

John Hobencack Sheriff.

Afterward, on the 3d day of December the following Amended Petition was filed with the Clerk of said Court, to-wit:-

Amended Petition

John E. Southard Plaintiff.

vs

Jonas Figley, Defendant.

} Court of Common Pleas, Union County, O.

And now comes the Plaintiff, no pleadings having been filed by the defendant to the orginal petition herein, and for his Amended Petition says:

For First Cause of Action, That on the 18th day of November A.D. 1880 one George Foulk, recovered a judgment, by the consideration of the Court of Common Pleas of Logan County, Ohio. against one Calvin Figley, as principal, and the plaintiff and defendant herein as sureties for said Calvin Figley, on a certain promissory note theretofore executed by said Calvin Figley as principal and plaintiff and defendant as his sureties, for the sum of Five Hundred and Thirty Two & 44/100 Dollars ($532.44) and Thirty six Dollars ($36.00) costs of suit: That afterward said George Foulk caused execution to be issued upon said judgment against said principal and said sureties which said judgments and costs for the want of goods and chattles or lands of the said Calvin Figley this plaintiff was compelled to and did pay in full on the 20th day of Jan. A.D. 1881. the amount then required to satisfy said judgment interest and costs was Five Hundred & Seventy five & 77/100 Dollars ($575.77) which the plaintiff on said 20th day of January A.D. 1881 paid in full to the said Court of Common Pleas of Logan County, Ohio. and said judgment, interest, and costs were thereby satisfied in full. The plaintiff says that said Calvin Figley was at the date of the judgment and still is wholly insolvent, and that the defendant as plaintiffs co surety, is bound to pay his contributive share of said judgment interest and costs which plaintiff has frequently requested defendant to do but defendant still neglects and refuses to pay and no part thereof has been repaid to plaintiff.

Wherefore plaintiff says the defendant is justly indebted to him as his contributive share of said judgment interest & costs in the sum of Two Hundred & Eighty Seven & 88/100 Dollars ($287.88) which plaintiff claims with interest thereon @ 8% from the 20th day of Jan. A.D. 1881 and for which he asks judgment.

Second Cause of Action. Plaintiff for his second cause of action says: That on or about the 27th day of January A.D. 1881. Hannah L. Bowen as executrix of Bowen deceased, late of Union County, Ohio. obtained a judgment by the consideration of the Court of Common Pleas of Union County, Ohio against said Calvin Figley as principal and plaintiff and defendant herein as sureties on a certain promissory note executed by said Calvin Figley as

principal and the plaintiff and defendant herein as sureties, to the said Bowen now deceased, for the sum of One Hundred & Thirty Eight & 32/100 Dollars ($138 32) debt, and Twenty four & 56/100 Dollars costs of suit That afterwards said Hannah L. Bowen as Executrix &c caused execution to be issued upon said judgment against said Calvin Figley and plaintiff and defendant herein as his sureties, which said judgment, interest and costs for want of goods, chattles or lands of said Calvin Figley this plaintiff was compelled to and did pay in full, on the 21st day of November A.D. 1881 (and after the filing of plaintiffs original petition herein) The amount then required to satisfy and pay said judgment interest and costs was One Hundred & Seventy one & 96/100 Dollars ($171 96/100) which sum this plaintiff did, on said 21st day of November A.D. 1881 pay in full to the Sheriff of Logan County Ohio to whom execution had been issued against plaintiff, and said judgment interest and costs were thereby satisfied in full.

Plaintiff says that said Calvin Figley was at the date of said judgment and still is insolvent and no portion of said judgment, interest or costs can be collected from him by law; and that said defendant as plaintiffs co-surety is bound to pay his contributive share of said judgment, interest & costs which plaintiff has requested defendant to do but defendant still fails and refuses so to do and no part thereof has been repaid to plaintiff. Therefor plaintiff says the defendant is justly indebted to him, as his contributive share of said judgment interest and costs in the sum of Eighty five & 98/100 Dollars ($85,98) which plaintiff claims with interest thereon at 8% from the 21st day of November A.D. 1881. Therefor plaintiff prays judgment against said Jonas Figley for the sum of Three Hundred and Seventy three & 86/100 Dollars ($373,86) on his two causes of action, with 8% interest on $287 85/100 from the 20th day of January A.D. 1881 and 8% interest on $85,98 from the 21st day of November A.D. 1881 and for all proper relief.

A.T. Carpenter, J.M. Brodnick Attys for Pltff

The State of Ohio Union County ss. A.T. Carpenter being sworn says he is one of the attorneys for the above named plaintiff and duly authorized herein; That said Jno. E. Southard, plaintiff is a non-resident of the County of Union and is now absent therefrom. Affiant further says the facts stated and allegations contained in the foregoing Amended Petition are true as he verily believes.

A.T. Carpenter.

Sworn to by A.T. Carpenter before me and signed by him in my presence this 3d day of December A.D. 1881.

H.W. Knight, Clerk.

Praecipe To Clerk; Issue a Summons upon the above amended Petition returnable according to law. Endorse: "Amount claimed. $373 86/100. with interest at 8% on $287 85 from January 20th 1881 and interest at 8% on $85.98 from Nov 21st 1881.

A.T. Carpenter
J.M. Brodnick attys.

Summons

Sheriff's Return

Answer.

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Summons

On the 3rd day of December 1881 a 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 Greting: We command you to notify Jonas Figley that he has been sued by John E. Southard on Amended Petition in the Court of Common Pleas of Union County and that unless he answer by the 31st day of December A.D. 1881 the petition of said John E. Southard 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 12th day of December A.D. 1881. Witness my hand and the seal of said Court, this 3rd day of December A.D. 1881.

Seal

W. W. Winget, Clerk.

Endorsed: In action for Amount Claimed $373.86 with 8% interest on $287.88 from Jan 20th 1881. and int. 8% on $85.98 from Nov. 21st 1881.

Sheriff's Return.

The State of Ohio Union County ss Received this writ December 3rd A.D. 1881 at 4 o'clock P.M. and Pursuant to its command on the 10th day of December 1881 I served the same by delivering a certified copy thereof with the endorsements thereon to the within named Jonas Figley, Defendant. Service 35 Milage $2.40 Cop. 20 = $2.95

John Hobensack, Sheriff.

Afterward on the 9th day of January 1882 the following Answer was filed with the Clerk of said Court, to-wit=

Answer.

John E. Southard
vs
Jonas Figley
} Court of Common Pleas, Union County, Ohio.

No comes Jonas Figley, defendant herein and for answer says: 1st The defendant denies the allegations made by the plaintiff in his first cause of action, That he, the plaintiff was compelled to pay to the said George Foulk the sum of Five Hundred & Seventy five & 77/100 Dollars as one of the co sureties for Calvin Figley on the 20th day of January 1881 or at any other time.

2nd The defendant Jonas Figley denies the further allegation in the first cause of action as set out in the plaintiffs petition. That the said Calvin Figley was on the 20th day of January 1881 insolvent or that he is now insolvent or that he has been since the 20th day of January 1881.

3rd The defendant denies still further the allegations made by the plaintiff in his first cause of action. That the said John E. Southard has frequently demanded of the defendant his contributive share of $575.77

4th The defendant denies each and every allegation contained in the second cause of action set out in said plaintiffs petition and demands proof of every material allegation made therein.

2nd Defense. The defendant for a second and further defense to said plaintiffs petition says: That all the sums and amounts paid by said plaintiff as surety as aforesaid for said Calvin Figley, he the said plaintiff took and

accepted as indemnity for the payments made as aforesaid certain property and sureties to indemnify him the said plaintiff. The amount and extent of said property and surety is to this defendant unknown.

Wherefore by reason of all the premises defendant prays that plaintiff may be required to disclose the amount and extent of said indemnity and the plaintiff be required to contribute to this defendant his legal and equitable share of said indemnity by reason of the cosuretyship as aforesaid and that the same be applied to the payment of the demands of plaintiffs petition.

A.H. Dickison Atty for Defs.

State of Ohio. Union County ss. Jonas Figley being duly sworn says the facts set up in his foregoing Answer are true as he verily believes.

Jonas Figley.

Sworn to by Jonas Figley and by him signed this the 9th day of January 1882.

(Seal)

James M. Darling Notary Public

Entry

On the 9th day of January 1882 the following entry was made on the Journal of said Court. to-wit=

John E. Southard
vs
Jonas Figley

Motion having been made to set aside judgment taken in default, the motion being heard, the same is sustained and the judgment is hereby set aside and the defendant Jonas Figley has leave to answer and the same is filed and the case is continued by agreement.

Entry

On the 25th day of February 885 the following Reply was filed with the Clerk of said Court, to-wit=

Reply

John E. Southard
vs
Jonas Figley

} Court of Com. Pleas. Union County O.

Plaintiff for his reply to defendants answer says: That he denies each and every allegation therein contained, not admitted in his Petition.

A. J. Carpenter Atty for Plff.

The State of Ohio. Union County ss. John E. Southard the above named plaintiff being sworn says the facts stated and allegations contained in his foregoing reply are true as he verily believes.

John E. Southard.

Sworn to by John E. Southard before me and signed by him in my presence this 24th day of February 1885.

(Seal)

J.C. Burgner, Clerk.

Petition
4517

Afterward on the 18th day of March 1885 the following entry was made on the Journal of said Court, to-wit=

Entry — John C. Southard vs Jonas Figley

This day this cause was continued by agreement of the parties until the next term of this Court, both parties agreeing to waive objections and try the case before Judge Price, or if he declines, then before J. T. Robinson sitting as Judge, and both parties agreeing to try the case at the next term of this Court unless good ground exists to continue the trial of said case.

On the 8th day of July 1885 the following entry was made on the Journal of said Court, to-wit=

Entry — John C. Southard vs Jonas Figley.

This day this cause came on to be heard upon the petition of Plaintiff, the answer of the Defendant and the reply of the Plaintiff thereto and the evidence offered by both parties; And the Court being fully advised in the premises do find the equities of the case to be with the defendant Jonas Figley, and the Court find that the Plaintiff was fully indemnified by the said Calvin Figley to the full amount of both of said judgments, including the interest and costs thereof, and that therefore the said Jonas Figley was not bound to make contribution to the said John C. Southard as prayed for by him, or any part thereof. It is therefore considered by the Court that the defendant go hence without day and recover of the Plaintiff his costs herein laxed to $—

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A. Price 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 of the Third Subdivision of the 10th Judicial District of the State of Ohio, on the 16th day of February in the year of our Lord One Thousand Eight Hundred and Eighty Five.

Heretofore to-wit= on the 8th day of April 1884 the following petition was filed with the Clerk of said Court, to-wit=

Petition 4517 — Fleck & Chapman Partners doing business in Ohio under the firm name of Fleck & Chapman, vs Edward Berger, and John O. Fleck, Sarah Wood, Admx of Harvey S. Wood dec'd and Israel Slack Admr de bonis non of Estate of Wm Freshwater dec'd Defendants — Union County Court of Common Pleas.

First Cause of Action

There is due the plaintiffs from the defendants Edward Berger & John O. Fleck the sum of Thirty Six Dollars & 60/100 with interest thereon from the 8th day of July A.D. 1882 on an account of which the following is a copy with all the credits thereon. A copy of which is hereto attached marked "A" and made a part of this petition.

Second Cause of Action. The account in the first cause of action described accrued for material furnished by the plaintiff on said Edward Berger & John O. Fleck's order, in erecting a frame Blacksmiths Shop, between the 6th & 7th day of April A.D. 1882 on certain premises of said Edward Berger & John O. Fleck described as follows On what is known as Lot 397 in what is known as Freshwaters addition to Marysville. Said account accrued on the 6th & 7th days of April A.D. 1882. And on the 18th day of July A.D. 1882 plaintiffs filed with the Recorder of this county, under the Statute provided for obtaining Mechanics Liens, an affidavit containing an itemized account of the amount and value of such materials furnished, with all credits and offsets, with a statement of the amounts and times when the same should have been paid. Which said lien is recorded Vol. 2. Page 200 of said Recorders Office

That on the 4th day of December A.D. 1882 there was a payment upon said account by cash of ($26.00) Twenty six Dollars. No part of said balance of said indebtedness has been paid and there is now due on said account $12.10 The defendant Sarah Wood as admx. of Harvey L. Wood dec'd and Israel Slack as Admr. de bonis non of the Estate of William Freshwater dec'd claim some interest in said Premises but Plaintiff claims the same to be subordinate to his lien and asks that they be compelled to set up the same or be forever barred of any right.

Plaintiff therefore asks Judgment against said Edward Berger & John O. Fleck in said sum of Twelve & 10/100 Dollars ($12.10) with interest thereon from this date and in default of payment thereof, said Premises be sold and the proceeds applied to the payment of said debt and for such other relief as is just

J. M. Kennedy Atty for Plaintiff

State of Ohio Union County ss. A.S. Chapman being duly sworn says the facts stated and allegations of the foregoing petition are as he believes true.

A.S. Chapman.

Sworn to and subscribed by the said A.S. Chapman this 8th day of April A.D. 1884

J.D. Burgner, Clerk

Copy Marked "A"

	Messrs Berger & Fleck.		Bot. of Fleck & Chapman	
1882. April 6th	55. No. 3	B.B. 16 =	$8.88	$15.84
" April 7th	1285 ft Culls.		1.60	20.56
" Dec. By Cash			26.00	36.40
				26.00

Praecipe "To the Clerk of said Court. Issue Summons in above case to the Sheriff of Union County, for Edward Berger, John O. Fleck & Israel Slack De bonis non of the Estate of Wm Freshwater dec'd. Endorsed Foreclosure of Mechanics Lein, returnable according to law.

J. M. Kennedy Atty.

Summons

Sheriffs Return

Motion

Entry.

On the 8th day of April A.D. 1884 a Summons was issued by the Clerk of said Court, to-wit=

Summons

The State of Ohio, Union County s.s. To the Sheriff of the County of Union Greeting: We command you to notify Edward Berger, John O. Fleck & Israel Slack Admr. de bonis non of the Estate of Wm Freshwater Dec'd that they have been sued by Fleck & Chapman in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of May A.D. 1884 the petition of said plaintiffs 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 April A.D. 1884. Witness my hand and the seal of said Court this 8th day of April A.D. 1884.

(Seal) J.L. Burgner Clerk.

Endorsed; In action for Foreclosure of Mechanics Lein.

Sheriff's Return

The State of Ohio Union County s.s. Received this writ April 8th 1884 and pursuant to its command on the 12th day of April A.D. 1884 I served the same by delivering to each of the within named defendants a true copy of this writ with endorsments thereon. Service .60 Mileage .72 Copy .60 = $1.92

John Hobensack Sheriff.

On the 18th day of April 1884 a Motion was filed with the Clerk of said Court, to-wit=

Fleck & Chapman
vs.
Edward Berger et al } Court of Com. Pleas Union County, O.

Motion

The Home Building & Loan Association Company of Marysville, Ohio. now comes and moves the Court for leave to file answer and cross-petition in this action for the following reasons: That the said Edward Berger has executed & delivered mortgages upon the premises described in the petition to the said Home Building and loan association Company as follows: Sept. 23rd 1882 mortgage to secure payment of a note for $400 to said association. Nov. 6th 1882 mortgage to secure payment of note of $200 to said association May 23rd 1883 mortgage to secure payment of Note for $200 to said association.

The said mortgages are liens upon the premises described in the petition

E.E. Cole, Atty for H.B. & L.A.

On the 18th day of April 1884 the following entry was made on the Journal of said Court, to-wit=

Fleck & Chapman
vs
Edward Berger et al

Entry.

On motion of the Home Building & Loan Association to be made defendants in this action by order of the Court the said Association is made defendant with leave to answer by April 19th 1884.

Answer & Cross Pet. of D. Slack

On the 17th day of May 1884 the following Answer & Cross Petition was filed with the Clerk of this Court, to-wit:

Slack & Chapman
vs
Edward Berger et al

In Common Pleas Court Union County, Ohio.

Now comes Israel Slack one of the defendants in the above entitled action and says: That on the 15th day of January A.D. 1884 he was duly appointed and qualified and letters of administration were granted to him as administrator de bonis non of the Estate of William Freshwater dec'd by the Probate Court of Union County Ohio. 2. And defendant further says that on or about the 18th day of July A.D. 1876 one William Burns now deceased, was duly appointed and qualified as executor by the Probate Court of Union County, Ohio of the said Estate of William Freshwater deceased. That the said William Burns during his life time, and as such executor of said Estate did sell and convey the lot set forth and described in plaintiff's petition to one Harvey S. Wood since deceased. At the time said described Lot was conveyed as above set forth there was a balance of One Hundred & Twenty Five Dollars ($125.00) unpaid of the purchase money, for which sum of $125.00 the said Harvey S. Wood executed and delivered his promissory note and delivered the same to said William Burns dec'd as executor as above set forth. The Defendant Israel Slack de bonis non says he cannot attach a copy of said note to this cross petition for reason that said note is not in this defendants possession, but said note is in the custody of and cared for one S.B. Woodburn. The said Harvey S. Wood and Sarah P. Wood his wife, to secure the payment of said note on the 15th day of Jan A.D. 1882 executed and delivered to said William Burns executor as above stated their mortgage deed and thereby conveyed to said William Burns as such executor the Lot No 397 as described in plaintiff's petition. The said mortgage was on the 14th day of January A.D. 1882 at 4 o'clock P.M. delivered to the Recorder of said County to be by him entered on the record and was recorded on the 16th day of January A.D. 1882 in Vol. 17 Page 267.

The purport of said note as set out in said mortgage is as follows: If the said Harvey S. Wood shall pay or cause to be paid his certain promissory note of even date with this mortgage calling for One Hundred & Twenty five dollars due in 18 months from date with interest at 6% from date.

There has been no part of said note paid and there is due on said note the sum of One Hundred & Twenty five Dollars with the interest thereon from the 15th day of January 1882.

The defendant Israel Slack, de bonis non, says said Mortgage has become absolute. The defendant 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.

H. J. King Atty for Defendant.

Answer & Cross Pet. of D. Slack

The State of Ohio Union County ss. Israel Slack de bonis non of the Estate of William Freshwater dec'd being sworn says that he believes the facts stated and the allegations in his foregoing Cross-Petition to be true.

Israel Slack.

Sworn to before me and subscribed by Israel Slack in my presence this 17th day of May A.D. 1881.

J.S. Burgner, Clerk.

On the 19th day of April 1884 the following answer and Cross Petition was filed with the Clerk of said Court. to-wit=

Answer & Cross Pet. of H.B.&L.A.

Fleck & Chapman
vs
Edward Fleck and
John D. Fleck, etal.
} Court of Common Pleas. Union County, O.

The Home Building and Loan Association Company of Marysville, Ohio. now comes & for its Answer & by way of Cross Petition says: That it is a corporation duly incorporated under the laws of Ohio:

Defendant Ed Berger is indebted to the Defendant The H. B. & L. A. Company in the sum of $400 00 on a promissory note of which the following is a copy with all credits and endorsments. $400 00 Marysville Ohio, Sept. 23d 1882

For value received I Promise to pay the Home Building and Loan Association of Marysville Ohio. when the same shall cease & determine. Four Hundred Dollars with interest and the premium as hereinafter stipulated for and advanced loan obtained by me upon two shares of stock in said Association by bidding a premium of One Hundred & sixty dollars for precedence in taking the same. I Promise to pay on each of said two shares of stock a weekly instalment of twenty five cents and on $400 00, the amount of said advanced loan, interest at the rate of six Percent per annum from date in equal weekly payments until said association shall be dissolved as provided in the Constitution & by laws thereof (at the end of each year a rebate of interest being made for weekly instalments on stock) And the said premium of $1.60 00 bid for precedence in taking said loan. I Promise to pay in equal weekly payments of forty six & ½ cents each until it shall be paid in full: All of said dues to be due and payable on Saturday of each week. And I do further promise that should any of said weekly payments of interest or premium remain unpaid for the space of four weeks after the same becomes due or should any part of said stock be forfeited for non payment of the weekly installments thereon, then this note to become due and collectable immediately

Ed Berger.

The said Ed Berger is indebted to said Association upon said promissory note as follows. Principal of Note $400 00
Premium to Apr 12th 1884 inclusive $12 00 Dues on two shares to April 12th 1884 inclusive $11.50 Interest to April 12th 1884 inclusive $9.20

Fines on 2 shares @ 5 cts per share per week. - weeks. $2.30 = $435.02.
And is entitled to credit $69.50 = $365.52. Said Berger has not
paid the dues, interest and fines due said association upon
said note since Nov. 3d 1883 & premium since Oct. 13th 1883. and is
in arrears from that date Nov. 3d 1883 for dues interest & fines & Oct. 13th 1883 on
premium when the payments became due & payable according to the
terms of said note.

Second Cause of Action. At the time of delivering of said note
and to secure the payment of the same the said Berger and
Mathe Berger, his wife, duly executed and delivered to said Asso-
ciation his mortgage deed conveying the following premises;
All of Lot No 397 in Freshwaters Addition to the town of Marys-
ville, Ohio. By an error the number of the lot is stated in said
mortgage to be 391 but it was the intention of the parties thereto
to convey No 397, that being the only lot owned by said Berger.
Said mortgage was conditioned as follows: Provided never-
theless and these presents are upon this condition; That
whereas, the said Ed. Berger has executed and delivered to the
said Home Building & Loan Association Company of Marysville, Ohio.
his promissory note of even date herewith for the sum of $400 00
upon the following conditions; Said Ed Berger being a mem-
ber of the Association and having at a regular meeting of the
Association Sept 2d 1882 bid a premium of Eighty dollars per share Note.
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 $400 00 the full value of two shares
of stock in said association; he agrees to pay on each of said shares
of stock a weekly installment of twenty five cents, and on $400 00
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 (a rebate of interest being
made at the end of each year for weekly installments paid on
stock) and the said premium of $160 00 bid for precedence in
taking said loan, he agrees to pay in equal weekly install-
ments of $6 1/4 cts each until it shall be paid in full; all of said
payments to be made on Saturday of each week, until said
Association shall be dissolved as provided in the constitu-
tion & by laws thereof. he also agrees to pay the taxes on the
premises conveyed by these presents, the fire insurance pre-
mium on said property, ground rents thereon, and all the
fines & forfeitures according to the Constitution & By Laws of
said Association. Now if the said Ed Berger shall punc-
tually pay to the said Association, or its assigns, the said
weekly installments on said two shares of stock and the
interest and premium as above stated, the taxes on the prop-
erty conveyed by these presents, the fire insurance premium
on said property, the ground rents thereon and all fines and
forfeitures according to the Constitution and By Laws of said As-
sociation then these presents shall be void.

But if the said Ed Berger shall fail to pay the said weekly installments, or the installments of interest or premium as above stated, the taxes, fire insurance premium, ground rents or fines & forfeitures as above stated 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. On the 23rd day of September 1882 at 3 o'clock P.M. said mortgage was duly left for record at the Recorders Office of Union County, Ohio, and was duly recorded in Book 18 Page 485 of his mortgage records.

The said Home Building & Loan Association Company say that when the payments of dues, interest and premium on said note became due Nov. 10th 1883 premium Oct. 20th 1883 the said defendant, Berger, did not pay the same and has not paid them since nor any part thereof since due, but the same remain and are due and unpaid whereby the condition of said mortgage deed has become broken and said mortgage deed has become absolute.

Third Cause of Action The said Home Building & Loan Association Company defendant, says: that the defendant Ed Berger is indebted to it on a promisory note of which the following is a copy with all credits:

Note. $200 00/100 Marysville, Ohio. Nov. 6th 1882.

For value received I promise to pay the H.B. & L.A. Company of Marysville, Ohio, when the same shall cease and determine, Two Hundred Dollars with interest and the premium as hereinafter stipulated, for an advanced loan obtained by me upon one share of stock in said Association by bidding a premium of Eighty dollars for precedence in taking the same. I promise to pay on each of said one share of stock a weekly installment of twenty five cents and on two hundred dollars the amount of said advanced loan, interest at the rate of six per cent per annum, from date in equal weekly payments until said Association shall be dissolved as provided in the constitution & Bylaws thereof. (at the end of each year a rebate of interest being made for weekly installments paid on stock) and the said premium of Eighty Dollars bid for precedence in taking said loan, I promise to pay in equal weekly installments of twenty three & 2/3 cents each until it shall be paid in full. and all of said dues to be due and payable on Saturday of each week And I do further promise that should any of said weekly payments of interest or premiums remain unpaid for the space of four weeks after the same becomes due or should any part of said stock be forfeited for non payment of weekly installments thereon then this note to become due and collectable immediately.

Ed. Berger.

The said Ed Berger is indebted to said Home Building & Loan Association upon said promisory note as follows; Principal of note $200 00/100 Premium to April 12 $80/100

inclusive $6.14. Dues on one share of stock to April 12th 1884 inclusive $5.75 Interest to April 12th 1884 inclusive $6.40. Fines on one share @ 5 cts per. week per share $1.85 = $21.94 and is entitled to credit as follows, $34.75 = $18.69

Said Berger has not paid the dues, interest and Premium and fines due plaintiff upon said note since Nov. 3rd 1883, Premium Oct 13th 1883 and is in arrears from Nov 10th 1883 except Premium Oct. 20th 1883 when the payment became due & payable according to the terms of said note.

Fourth Cause of Action. At the time of delivering said note described in 3rd cause of action and to secure the payment thereof the said Berger & Mattie Berger his wife duly executed and delivered to the said H.B. & L.A. Company his mortgage deed conveying the premises described in the second cause of action being Lot No 397 Freshwaters Addition to Marysville but erroneously & by mistake described as in the former mortgage as Lot No 391, the intention of all parties being to convey 397. Said mortgage was conditioned as follows;

Provided nevertheless and these Presents are upon this condition that whereas the said Ed Berger has executed & delivered to the said Home Building & Loan Association company of Marysville Ohio, his promissory note of even date herewith for the sum of Two Hundred Dollars upon the following conditions; Said Ed Berger being a member of said Association and having, at a regular meeting of the Association, bid a Premium of Eighty 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 Two Hundred Dollars the full value of one share of stock in said Association; he agrees to pay on each of said shares of stock a weekly installment of Twenty five cents; and on Two Hundred Dollars the amount of said advanced loan exclusive of premium for precedence he agrees to pay interest at the rate of six percent per annum in equal weekly payments. (a rebate of interest being made at the end of each year for weekly instalments paid on stock) and the said premium of Eighty dollars bid for precedence in taking said loan he agrees to pay in equal weekly installments of twenty three & 2/3 cents each until it shall be paid in full: all of said payments to be made on Saturday of each week until said Association shall be dissolved as provided in the Constitution and Bylaws thereof. He also agrees to pay the taxes on the premises conveyed by these presents, the fire insurance premium thereon said property, the ground rents thereon, and all the fines and forfeitures, according to the Constitution & By Laws of said association. Now if the said Ed Berger shall punctually pay to the said association or its assigns, the said weekly installments on said one share of stock, and the interest and premium 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 Bylaws of

said Association then these presents shall be void.

But if the said Ed Berger shall fail to pay the said weekly installments, or the installments of interest & premium as above stated, the taxes, fire insurance premium, groundrents 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. On the 7th day of Nov. 1882 at 4 o'clock P.M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio. & was duly recorded in Book 18 Page 512 of his records.

The said Home Building & Loan Association says that when the payments of dues interest and premium on said note became due Nov 10th 83, except premium which was due Oct. 20th 883 the said defendant Berger did not pay the same & has not paid them since nor any part thereof since due but that the same remain & are due & unpaid whereby the condition of said mortgage deed has become broken and said mortgage deed has become absolute.

Fifth Cause of Action. The said Home Building and Loan Association Company, defendant, says that defendant, Ed Berger is indebted to it on a promissory note of which the following is a copy with all credits

Note. $200.00 Marysville, Ohio. May 23rd 1883.

For value received I promise to pay the Home Building & Loan Association Company of Marysville, Ohio. when the same shall cease & determine, Two Hundred Dollars with interest and the premium as hereinafter stipulated, for an advanced loan obtained by me upon one share of stock in said Association by bidding a premium of Seventy dollars for precedence in taking the same. I promise to pay on each of said one share of stock a weekly installment of twenty five cents and on Two Hundred Dollars, the amount of said advanced loan, interest at the rate of six percent per annum from date, in equal weekly payments until said Association shall be dissolved, as provided in the Constitution and Bylaws thereof. (At the ~~rate~~ of each year a rebate of interest being made for weekly installments paid on stock) and the said premium of Seventy Dollars bid for precedence in taking said loan I promise to pay in equal weekly payments of twenty three cents each until it shall be paid in full. All of said dues to be due & payable on Saturday of each week. And I do further promise that should any of said weekly payments of interest or premium remain unpaid for the space of four weeks after the same becomes due or should any part of said stock be forfeited for non payment of weekly installments thereon then this note to become due & collectable immediately.

Ed Berger

The said Ed Berger is indebted to said Home Building & Loan Association upon said promissory note as follows. Principal of Note $200 Premium to April 12th 1884 inclusive $5.98. Dues on one share of stock to April 12th 1884 inclusive $5.75. Interest to April 12th 1884 inclusive $4.60 Fines on one share 5¢ per share per week $1.15 Total $217.48 And is entitled to credits as follows. $34.75 = $182.73.

Said Berger has not paid the dues, interest and premium and fines due the plaintiff upon said note since Nov. 3rd 1883. except premium Oct. 13th 1883. and is arrears from Nov. 10th 1883. premium Oct. 20th 83 when the payments became due and payable according to the terms of said note.

Sixth Cause of Action. At the time of delivering of said note described in the Fifth Cause of Action and to secure the payment thereof the said Berger and Mattie Berger his wife duly executed to the said Home Building & Loan Association Company his mortgage deed conveying the premises described in the second Cause of Action being lot No 397 in Freshwaters Addition to Marysville, but erroneously & by mistake described as in the former mortgage as lot No 391. the intention of the parties being to convey 397. Said mortgage was conditioned as follows. Provided nevertheless and these presents are upon this condition that whereas the said Ed Berger has executed and delivered to the said Home Building & Loan Association Company of Marysville, Ohio his promissory note of even date herewith for the sum of Two Hundred Dollars upon the following conditions; Said Ed Berger 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 precedence in taking and advanced loan, and having thereby obtained said precedence and having received from said Association and advanced loan of Two Hundred Dollars the full value of two shares of stock in said Association, he agrees on each of said shares of stock a weekly installment of twenty five cents, and on Two Hundred dollars the amount of said advanced loan he agrees to pay interest at the rate of six per cent per annum in equal weekly payments (a rebate of interest being made at the end of each year for weekly installments paid on stock) and the said premium of Seventy dollars bid for precedence in taking said loan he agrees to pay in equal weekly installments of twenty three cents each until it shall be paid in full. All of said payments to be made on Saturday of each week until said Association shall be dissolved as provided in the Constitution and Bylaws. thereof. Said Berger also agrees to pay the taxes on the premises conveyed by these presents the fire insurance on said property, ground rents thereon and all the fines & forfeitures according to the constitution & bylaws of said Association.

Now if the said Ed Berger shall punctually pay to the said Association or its assigns the said weekly installments

on said one share of stock, and the interest and premium 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 & forfeitures according to the constitution and bylaws of said Association then these presents shall be void. But if the said Ed Berger shall fail to pay the said weekly installments or the installments of interest or premium as above stated, the taxes fire insurance premium, ground rents, or fines & forfeitures, when the same respectively become due or within sixty days after due then the amount of said loan shall become due & this mortgage shall be foreclosed.

On the 24th day of May 1884 at 2½ o'clock P.M. said mortgage was duly left for record at the Recorders Office of Union County Ohio; and recorded in Book 19 Page 70 of this records.

The said Home Building & Loan Association Company says: That when the payment of dues, interest & premium on said note became due Nov. 10th 1883 & premium Oct. 20th 1883 the said defendant, Berger, did not pay the same & has not paid them since nor any part thereof since due but that the same remain and are due & unpaid whereby the condition of said mortgage deed has become broken and said mortgage deed has become absolute.

Both the said Home Building & Loan Association Company and said Ed Berger say that above mortgage conveyed the premises described in the premises described in the policies when they were executed and did not discover the mistake until about Apr. 10th 1884. The mistake did not occur through negligence but in copying the description into the first mortgage the figures were missread. The description contained in said mortgage is as follows. All of lot No 391 in Freshwater's Addition to Marysville Ohio. For a more specific description of which reference is made to the plat of said addition on record in the Recorders Office of said County. Said defendant Berger, is threatening to dispose of or incumber said property in front of said Home Building & Loan Association Defts and said defendant fears he will do so unless restrained by order of the Court.

The said Home Building & Loan Association Company, defendant therefore asks judgment against said Ed Berger for the sum of $365 57/100 upon the first & second causes of action, for $184 62 upon the third & fourth causes of action & for $182 73 upon the fifth and sixth causes of action, total $732 94 being the amount due upon said indebtedness to April 12th 1884 and that an account be taken of the interest and premium since it become due and that said premises may be sold and the proceeds applied to the payment of said judgment and that said mortgages may be reformed so as to describe said premises properly and that said Berger shall be

enjoined from selling, conveying or incumbering said property until the final determining of this suit and for such other relief as law & equity require.

E.E. Cole. Atty.

State of Ohio Union County ss. E.E. Cole being first duly sworn says he is the Secretary of the Home Building & Loan Association Company of Marysville, Ohio. and that the facts stated & allegations in the foregoing Answer & Cross Petition are trueds he believes.

E.E. Cole.

Sworn to and subscribed before me this 19th day of April 1884.

Seal J.L. Burgner, Clerk.

Injunction allowed as prayed for in the petition until otherwise ordered, on the defendants executing an undertaking in the sum of Two Hundred Dollars, conditioned according to law, with sureties to the acceptance & approval of the Clerk of the Court of Common Pleas of Union County, Ohio. May 17th 1884. Fees $2.00. Paid by Defendants.

John Bloats Probate Judge.

Afterward on the 17th day of May 1884 the following Entry was made on the Journal of said Court, to-wit:-

Entry

Fleck & Chapman
vs
Edward Berger et al

This day this cause came on to be heard upon the petition of the plaintiff, and the defendant Edward Berger being in default for answer or demurrer, the Court finds that the allegations of the petition are confessed to be true, and that there is due to the said plaintiffs from defendants Edward Berger on account of Materials furnished as set forth in the petition the sum of $12.16 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 12 Page - of Records of Liens of Union County Ohio and that said lien enforced. Plaintiffs have judgment against the defendant Edward Berger for the sum of $12.16 together with plaintiff's cost herein expended and that unless said judgment is paid within 60 days from the 17th day of May 1884 then that an order issue to the Sheriff of Union County, Ohio. Commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this Court. As to all the other defendants and their Cross petitions this case stands continued and leave granted to Edward Berger thirty days from the rising of the Court to answer Cross petition of Defendants.

Temporary Injunction

Undertaking

Order of Injunction

Afterward on the 17th day of May 1884 the following Entry was made on the Journal of said Court, to-wit-

Temporary Injunction

Fleck & Chapman } In Union County Common Pleas.
vs
Ed Berger et als }

This day came The Home Building & Loan Association Company, defendant, by its Attorney and on his motion and affidavit herein filed and on good cause shown and it appearing to me that at this time there is no Supreme or Common Pleas Judge in said County. It is ordered that an Injunction be issued hereon enjoining the defendant Ed Berger from selling, disposing or incoumbering in any way Lot No 397 in Freshwater's Addition to the Village of Marysville Union County, Ohio. as prayed for in said petition, until further order of the Court of Common Pleas or a Judge thereof or otherwise dissolved by due course of law, upon the plaintiff executing an undertaking in the sum of $200 conditioned according to law with sureties to the approval of the Clerk of the Court of Common Pleas of Union County, Ohio.

(Seal) John B. Coats, Probate Judge

On the 17th day of May 1884 the following Undertaking was filed with the Clerk of said Court, to-wit-

The State of Ohio Union County ss.

Fleck & Chapman }
vs
Edward Berger et al } Court of Common Pleas.

Undertaking

We bind ourselves to the said defendants Ed. Berger in the sum of Two Hundred Dollars that the said defendant, The Home Building & Loan Association Company shall pay to the 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.

Marysville O. May 17th 1884. The H. B. & L. A. Co. By E. E. Cole Sec.

H. M. Liggett
S. McAllister

This Undertaking approved by me this 17th day of May 1884

L. B. Wagner Clerk of said Court.

On the 19th day of May 1884 the following Order of Injunction was issued by the Clerk of said Court, to-wit-

Order of Injunction

The State of Ohio, Union County ss. To Ed Berger: You are hereby notified & warned that the Home Building & Loan Association Company of Marysville, Ohio. has this day duly obtained an order of injunction in an action pending in the Court of Common Pleas for the said County of Union, wherein Fleck & Chapman are plaintiffs, yourself & others are defendants and has given an undertaking according to law. This is therefore to Command you not to sell, dispose of or incumber in anyway Lot No 397 in Freshwaters addition to the village of Marysville Union County, Ohio Witness my hand and the

seal of the Court of Common Pleas of Union County, Ohio. this 17th day of May A.D. 1884.

J.C. Burgner, Clerk.

Sheriff's Return. Received this writ May 20th 1884 at 8 o'clock P.M. and pursuant to its command on the 20th day of May 1884 I served the same by delivering to the within named Ed Berger a true copy of this writ with endorsements thereon Service .30 Mileage .16 Copy .20 = .66

John Hobensack Sheriff.

Praecipe On the 7th day of August 1884 the following Praecipe was filed with the Clerk of said Court to wit=

Fleck & Chapman }
vs } Court of Com. Pleas. Union County, Ohio.
Edward Berger et al } Marysville August 6th 1884.

To the Clerk of said Court: Issue Order of Sale in the above case directed to the Sheriff of Union County, Ohio for $ returnable according to law.

J.M. Kennedy Atty for Pltff.

Order of Sale On the 6th day of August 1884 an 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: Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County on the 4th day of June A.D. 1884 in the cause of Fleck & Chapman Plaintiffs and Edward Berger et al Defendants it was ordered, adjudged and decreed as follows, to-wit= That Plaintiffs have judgment against the said Defendant Edward Berger for the sum of $126 together with his costs herein expended taxed to $ and that unless said judgment is paid within 60 days from the 17th day of May 1884 then that an order issue to the Sheriff of Union County, Ohio. commanding him to appraise advertise and sell as upon execution according to law the following described real Estate, to-wit=

Appr. & Publication

"Lot No 397 in what is known as Freshwater's Addition to Marysville"

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 & 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 6th day of August A.D. 1884.

J.C. Burgner, 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 11th day of August 1884 Summon D.S. Clement Edward Pryne & D. T. Elliott three disinterested freeholders

residents of said County who were by me duly sworn to view and appraise the lands & tenements therein described, and afterward on the 11th day of August A.D. 1884 said appraisers returned to me under their hands & 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 forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County, and on the 13th day of August 1884 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 13th day of September A.D. 1884. 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 said 13th day of September 1884 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came C.M. Dignan 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 C.M. Dignan being the highest & 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 13.40 Appraisers fee $3.00 Printers fee $7.00 = $25.40

John Hobensack, Sheriff

On the 13th day of September 1884 the following Proof of Publication was filed with the Clerk of said Court, to-wit=

Proof of Publication

Fleck & Chapman
vs
Ed. Berger et als

Court of Com. Pleas of Union County, Ohio.
On Order of Sale

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 north door of the Court House in Marysville, Ohio. on Saturday, September 13th 1884 at or about the hour of one o'clock P.M. the following described real estate, to-wit=

Situate in the Township of Paris, County of Union & State of Ohio. and being known & described as follows; Lot No. 397 in what is known as Freshwater's Addition to Marysville. Appraised at $1000. 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 newspaper of general circulation in the County of Union the first publication beginning with August 13th 1884.

W. O. Shearer.

Sworn to and subscribed before me this 13th day of September 1884

J. D. Burgner, Clerk.

On the 26th day of September 1884 the following Answer was filed with the Clerk of said Court, to-wit=

Answer of Ed. Berger

Fleck & Chapman
vs
Edward Berger et al
} In the Court of Com. Pleas, Union County, Ohio.

Now comes the said Edward Berger defendant and for answer to the cross-petition of Israel Slack Executor &c. says. that he admits that there was a lien of about the amount described, on said property, but that he paid said amount of money to E.E. Cole and that the same was paid so far as he knows. and asks that said mortgage be cancelled. That he is informed that said E.E. Cole has papers to show that the said Harvey S. Hood and one John Hood did release said mortgage of of said premises. Said Berger further answering says that he executed and delivered the notes and mortgages described in the cross-petition of the Home Building & Loan Association but said lien was not upon the premises described in Plaintiff's petition and denies each and every other allegation in said cross-petition set forth. Therefore this defendant prays that the mortgage of Israel Slack be cancelled for the reason that the same has been paid and that the case as to the H.B. & L.A. be cancelled for the reason that said mortgages are not liens upon the premises described in Plaintiff's petition and for all other & proper relief.

F.B. Burton, Atty for Deft.

State of Ohio, Union County ss. Edward Berger who being first duly sworn according to law deposes and says that the facts set forth in this his answer are true as he verily believes.

Ed. Berger

Sworn to by Edward Berger and signed by him in my presence this 26th day of September A.D. 1884.

Seal

J.S. Burgner, Clerk.

On the 6th day of October 1884 a Demurrer was filed with the Clerk of said Court, to-wit=

Demurrer

Fleck & Chapman
vs
Edward Berger et al
} Court of Common Pleas, Union County, O.

Defendant Israel Slack, Admr. de bonis non. of the Estate of Wm Freshwater dec'd demurs to the answer of Edward Berger, Defendant, because it does not contain facts sufficient to constitute a defense.

H. J. King Atty for Israel Slack.

On the 7th day of December 1884 the following entry was made on the Journal of said Court, to-wit=

Entry.

Fleck & Chapman
vs
Edward Berger et al
}

On motion of the Plaintiff and on his.

Entry

Amended Answer

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 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 purchaser C.M. Dingman 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 the distribution of the proceeds of said sale amounting to $800 & it is ordered that the Sheriff out of the money in his hands pay 1st the costs of this action taxed $— Secondly to the plaintiff the sum of $256. Thirdly as to all the rest of the money and the distribution thereof this case is continued for further distribution of the same.

On the 6th day of March 1886 the following entry was made on the Journal of said Court, to-wit=

Entry

Fleck & Chapman }
vs }
Ed Berger et al }

This cause being heard on demurrer to the answer of Ed Berger the Court on consideration sustain the same & leave is granted said defendant Berger to amend his answer by March 14th 1885

Afterward on the 16th day of March 1885 the following Amended Answer was filed with the Clerk of said Court: to-wit=

Amended Answer

Fleck & Chapman }
vs } In the Court of Common Pleas Union County, Ohio.
Ed. Berger et al Defts. }

Now comes said Ed. Berger and for his amended answer says that he admits that he is a share holder in the Home Building & Loan Association and that he executed the notes described in the answer & cross-petition of said Association. This defendant further answering says that he denies that said Association ought to have and maintain its pretended action against him because said notes are not yet due and he denies that there were any mistakes whatever in the description of the premises described in said Association's answer and cross-petition and avers that said premises are correctly described. This defendant says that on or about the — day of A.D. 1882 he purchased of Harvey S. Wood & wife Lot No 397 in the Incorporated Village of Marysville Union County, Ohio That he assumed the payment of the mortgage set up by Israel Slack Executor &c. of William Freshwater deceased, in his answer & cross-petition set forth in this action on Lot No 397 in the Village of Marysville, Ohio the principal and interest amounting to about Two Hundred Dollars. That after this defendant borrowed the sum of money named in said Association's answer & cross-petition, and executed the notes

for the same therein described. That he arranged with said Association to pay and cancel the mortgage held by Israel Slack Executor &c. of William Freshwater. This defendant says that said Association failed and refused to cancel said mortgage and the same remains in full force and effect against him & his said Lot No 397. That by his said agreement with said Association, it was one of the conditions stipulated with him if he would continue to pay said dues, that they would apply said sum of Two Hundred Dollars to the payment and cancellation of said mortgage held by said Israel Slack as Executor &c. Therefore said defendant prays that said Association be compelled to cancel said mortgage held by Israel Slack as Executor of Freshwater Estate.
That the Answer & Cross-Petition of the said Association be dismissed out of Court and that this defendant recover his costs in this action and for all proper relief.

D. H. Ayers & C. B. Benton Attys

State of Ohio Union County ss Ed Berger who being first duly sworn says he is one of the defendants in this action that the facts stated and the allegations made in this his Answer are true as he verily believes. Ed. Berger.

Sworn to by Ed Berger and signed by him in my presence this 16th day of March A.D. 1885.

(Seal) J. B. Burgner, Clerk, By W. W. Wright deputy.

On the 16th day of March 1885 the following Demurrer was filed with the Clerk of said Court, to-wit=

Demurrer

Fleck & Chapman
vs
Ed. Berger et al

} Court of Common Pleas, Union County, Ohio.

Defendant, The Home Building & Loan Association Company demurs to the Amended Answer of Ed Berger for the reason that it does not state facts sufficient to constitute a defence

Edward Cole. Atty for H.B. & L.A.

On the 16th day of March 1885 the following Entry was made on the Journal of said Court, to-wit=

Entry

Fleck & Chapman.
vs
Ed. Berger et al.

} This cause being heard on demurrer to Amended Answer of Ed Berger the Court on consideration sustain the same and leave is granted said Defendant Berger to amend instanter.

On the 17th day of March 1885 the following Amended Answer was filed with the Clerk of said Court, to-wit=

Amended Answer

Fleck & Chapman
vs
Ed Berger et al

} In the Court of Com. Pleas. Union County, Ohio.

Now comes Ed Berger and for his Second Amended Answer says he admits that he is a share holder in the Home

Reply

Building and Loan Association and that he executed and delivered the notes described in the answer & cross petition of said Association. This defendant further answering says that he denies that said association ought to have and maintain its action against him because said notes so described are not yet due. Defendant says that he borrowed of said Association the sum of Eight Hundred Dollars at the date named in said Associations Answer & cross-petition and at the time said Association agreed with this defendant to pay off and cancel and pay off the mortgage & note given by Harvey S. Wood & wife to William Burns Executor of Wm Freshwater, deceased, now held by Israel Slack Executor, De bonis non of the Estate of Wm Freshwater dec'd and said Association held out of the Eight Hundred Dollars, so borrowed, about the sum of Two Hundred Dollars to pay the Freshwater mortgage which was given by Harvey S. Wood & wife for the purchase money of Lot No 397 which mortgage this defendant assumed to pay.
That said Association failed to pay off said Freshwater mortgage and refused to cancel said note & mortgage although they hold the money for the payment of the same, being the money of this defendant which sum they still hold and refuse to pay and refuse to cancel said note and mortgage of Wm Freshwater Estate. This defendant denies there was any mistake made whatever in the description of the premises described in said Associations answer & cross petition and avers that said premises are correctly described. That he bought of Harvey S. Wood & wife Lot No 397 in the Village of Marysville Union County, Ohio about the month of A.D. 1882 and continued to pay his dues & fines to the said Association up to about the month of 1883 and has lived up to the Bylaws, and regulations of said association until this action was brought. Therefore this plaintiff prays that the said Home Building & Loan Association be required to pay the Freshwater mortgage as they agreed to do and that their answer & cross petition be dismissed and for all proper relief.

D.T. Ayers Atd
F.B. Benton Atty for Defts

State of Ohio Union County ss Ed Berger who being first duly sworn says that the facts stated and allegations made in this his Second Amended Answer are true as he verily believes.

Ed Berger

Sworn to by Ed Berger and signed by him in my presence this 17th day of March A.D. 1885.

J.D. Burgner, Clerk.

(Seal)

On the 17th day of March 1885 the following Reply was filed with the Clerk of said Court, to-wit=

Reply

Fleck & Chapman
vs
Ed Berger et al

} Court of Com. Pleas. Union County, Ohio.

The Defendant The Home Building and

Loan Association for reply to the Second Amended Answer of said defendant Ed Berger says: That it denies that it ever agreed with said Berger to pay off and cancel the note and mortgage given by Harvey S. Wood & wife to Wm. Burns Executor &c. of Wm Freshwater dec'd or withheld from said Berger out of the Eight Hundred Dollars borrowed by him from the Association Two Hundred dollars or any other sum whatever but says the full sum of Eight Hundred Dollars was paid to him and that no part of the same is in its possession.

E.E. Cole. Atty for H.B.&L.A.

State of Ohio Union County s.s. E.E. Cole being sworn says that he is the Secretary of the H.B.&L.A. and that the facts stated and allegations in the above reply are as he believes true

E.E. Cole.

Sworn to and subscribed before me this 17th day of March 1885.

(Seal) L.L. Bargner, Clerk.

Afterward on the 28th day of March 1885 the following Entry was made on the Journal of said Court, to-wit=

Entry.

Fluck & Chapman, Pltff

vs

Ed Berger, The Home Building and Loan Association Company of Marysville, Ohio. Israel Slack Admr de bonis non to Wm Freshwater dec'd Defts.

This cause coming on for hearing on the Answer & Cross-Petition of the H.B.&L.A. Co. and the 2d Amended Answer thereto of said Ed Berger and the reply of said H.B.&L.A. Co. and the Answer & Cross petition of said Israel Slack Admr de bonis non &c. and the evidence, and was submitted to the Court: On consideration whereof the Court find on the issue joined for the Home Building and Loan Association Co. The Court further find that the three several mortgages referred to in the Cross Petition of said H.B.&L.A. executed and delivered to it by said defendant Ed Berger and Mattie Berger his wife were intended by all parties to convey and incumber the premises described in the petition, viz: Lot No 397 in Freshwaters Addition to the Village of Marysville, Ohio. and that said lot was by mistake and inadvertence described as lot No 399. said addition, and that the said mortgages should properly show & designate the Lot No 397 so conveyed.

It is therefore ordered and adjudged by the Court that the said three mortgages referred to in said Cross-petition of said Association recorded in Volumn 18 Page 485. Vol. 18 Page 512 and Vol. 19 Page 708 of the Mortgage Records of Union County, Ohio. be and the same are hereby corrected & reformed. so as to become a lien upon said Lot No 397 the same as if there had been no error in the description and that this decree shall have the force and effect of such reformation & correction.

The Court further finds that the defendant Ed Berger has failed to pay to the defendant the H.B.&L.A. Co. the weekly installments of dues interest & premium upon its three notes as in the

petition set forth and there is due to said A.B. & L.A. to the 17th day of Dec. 1884 the date of the confirmation of the sale of the premises described in the petition under a former order of this court, upon the first note set forth in the cross petition of said Association the sum of $376.69, upon the second note $179.56 and upon the third note $189.59 making in all the sum of $745.84.

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 Ed Berger and Mattie Berger his wife executed and delivered to this defendant their three certain mortgages in its cross-petition described and on the premises described in the petition and to secure the three notes above referred to respectively. That said mortgage described in the second cause of action in said cross-petition was filed for record Sept. 23rd 1882 and duly recorded in Vol 18. Page 485 of the Records of Mortgages of Union County; That the mortgage described in the fourth cause of action of said Cross Petition, was filed for record Nov 7th 1882 and duly recorded in Vol. 18 Page 512 of said Mortgage records, and that the mortgage described in the sixth cause of action was filed for record May 24th 1883 and duly recorded Vol 19 Page 70 said Mortgage Records and that the same are good and valid liens on the premises described in the petition. It is therefore considered by the Court that unless the said defendant Ed Berger shall within one day from the entry hereof pay or cause to be paid to the said A.B. & L.A. Co the said sum of $745.84 so found due, and to the Clerk of this Court the costs herein taxed at. the defendants equity of redemption be foreclosed and the said premises described in the petition having been heretofore sold under a former order of this Court it is considered by the Court that said association is entitled by virtue of its said liens to its just part of the proceeds of said sale. And the Court further find that there is due to the defendant Israel Slack administrator de bonis non of the estate of Wm. Freshwater dec'd from the defendant Harvey S. Wood on the note set up in the Cross-Petition of Slack admr &c including interest to the first day of this term the sum of $ and that to secure the payment of said note the defendant Harvey S. Wood and Sarah P. Wood his wife executed and delivered to Wm Burns dec'd Executor of the estate of Wm. Freshwater dec'd, their certain mortgage as in the Cross Petition of said Slack. Admr &c described and on the premises described in the petition. That said Harvey S. Wood & wife afterwards conveyed said premises to said defendant Ed Berger subject to said mortgage. That said Mortgage was duly recorded in Vol. 17 Page 267 of the Records of Mortgages of Union County. and is a good and valid first lien on said Premises for the amount so found due to the said Israel Slack admr. de bonis non to Wm Freshwater dec'd and that the conditions of said mortgage have been Broken.

It is therefore considered by the Court that the said Israel Slack Admr &c. recover of said Harvey S. Wood defendant the

said sum of $ found due him and it is further adjudged and decreed that unless the said defendant Harvey L Wood shall within one 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 the said Stack Admr &c the sum so found due him the said Ed Bergers Equity of redemption be foreclosed & said premises having been sold under a former order of this Court it is considered and ordered by the Court that the said Stack Admr &c is entitled by virtue of said mortgage to a first part of the proceeds of said sale. On motion of said Home Building & Loan Association &c and said Israel Stack Admr &c of Wm H Freshwater dec'd and on their 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 orders of this Court. It is ordered that said Proceedings & sale be & they are hereby approved and confirmed. And the said Sheriff having heretofore conveyed to the purchaser C M Dingman by deed according to law the property so sold under a former order of this Court. 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

It is further ordered that the Clerk cause satisfaction of the mortgages & mechanics Liens herein and on to be entered on the records thereof in the Office of the Recorder of Union County.

And a partial distribution of the proceeds of said sale having been made by a former order of this Court and the Court now coming to distribute the balance thereof, it is ordered that the Sheriff out of the money in his hands pay:

First. To the Treasurer of this County the taxes penalty & interest against said Property the sum of $26.14

Second. The costs of this action taxed at $5.00

Third. To Israel Slack admr. de bonis non. in the Estate of Wm Freshwater dec'd or his atty. the amount heretofore found due him to-wit: $148.75;

Fourth. To Fleck & Chapman or their atty. the amount heretofore found due them, to-wit: $12.56

Fifthly. To the Home Building & Loan Association Company or its Atty. the balance of the money remaining in his hands. to-wit $

Attest: J. Q. Burgner, Clerk.

Petition 4806.

Pleas before his Honor John A Coe 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 of the Third Sub-division of the 18th Judicial District of the State of Ohio, on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five. Heretofore to-wit= On the 17th day of April 1885 the following Petition was filed with the Clerk of said Court, which reads as follows, to-wit=

Petition 4806. Morris Humphreys vs William Cassidy and Ross C. Jones Defts } Court of Common Pleas Union County, Ohio.

The said Plaintiff Morris Humphreys complains of the said defendants, William Cassidy & Ross C. Jones and says. That on the 5th day of April A.D 1880 the said defendants executed and delivered to the said Plaintiff, their certain promissory note in writing of said date, and then and there jointly and severally promised to pay to the order of said Plaintiff in one year from said date, Six Hundred Dollars with interest from the date of said note at the rate of eight per cent per annum. Said note is endorsed as follows: "Interest paid on the within note up to April 1st 1881" "Interest paid to April 1st 1882" Plaintiff says that said period of one year from date of said note has long since elapsed but said defendants have neglected and refused to pay said sum of money and no further or other payments have been made thereon except as above set forth. Plaintiff says he is still the bona fide owner and holder of said note (a copy of which with all the endorsements thereon is hereto attached Marked "Exhibit A" and made a part of this Petition) and that there is due him from said defendants on his said Cause of Action the sum of Six Hundred Dollars ($600.00) with interest thereon at the rate of eight per cent per annum, from the first day of April A.D. 1882

Plaintiff therefore prays judgment against said defendants for the said sum of Six Hundred Dollars with interest at the rate of eight per cent per annum, from the 1st day of April A.D. 1882 and for his costs herein and for all relief in the premises proper.

Jno. A. Coe Atty for Plaintiff.

The State of Ohio, Union County ss. Jno. A Coe, being first duly sworn deposeth & saith that he is the Attorney of record of the said Morris Humphreys, Plaintiff in the aforesaid action, that said action is brought on a written instrument for the payment of money only and that said instrument is in the hands of the affiant as such attorney and that said Plaintiff is a non resident of and now absent from said Union County Ohio. and that the facts stated and allegations contained in the foregoing petition are true

Jno. A. Coe.

Sworn to by said Jno A Leone before me & by him subscribed in my presence this 17th day of April A.D. 1885.
Seal
L. Burgner, Clerk

Exhibit "A" $600.00 Richwood, Ohio. April 5th 1880."

"One year after date we or either of us promise to pay to the order"
"of Morris Humphreys, Six Hundred Dollars, value received with"
"interest at 8% per annum from April 5th 1880." "William Cassidy"
"Ross b. Jones"

"Endorsed, Richwood Ohio May 3rd 1881 Interest Paid on the within note up to April 1st 1881. Interest paid to April 1st 1882"

Praecipe The Clerk will issue Summons for William Cassidy directed to the Sheriff of Union County, Ohio. & for Ross b. Jones directed to the Sheriff of Knox County Ohio. returnable according to law. Amount claimed Six Hundred Dollars with interest thereon at the rate of 8% per annum, from the 2nd day of April A.D. 1882.
Jno. A Leone Atty for Pltff.

On the 17th day of April 1885 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 the County of Union, Greeting: We command you to notify William Cassidy that he and Ross b. Jones have been sued by Morris Humphreys in the Court of Common Pleas of Union County, and that unless he answers by the 16th day of May A.D. 1885 the petition of said Morris Humphreys 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 27th day of April A.D. 1885. Witness my hand and the seal of said Court, this 17th day of April, A.D. 1885.
Seal
L. Burgner, Clerk.

Endorsed, Action for money only, Amount Claimed $600.00 with 8% int. from April 1st 1882.

Sheriff's Return. The State of Ohio. Union County ss. Received this writ April 18th A.D. 1885 at 12 o'clock M. and pursuant to its command on the 23d day of April A.D. 1885 I served the same by leaving at the usual place of residence of the within named defendant a true copy of this writ with the endorsements thereon. Service .30 Mileage $3.20 Cop .20 = 3.70
M. Hopkins Sheriff. By A. H. Goodwin Deputy.

On the 17th day of April 1885 a 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 Knox Greeting: We command you to notify Ross b. Jones that he and Wm Cassidy have been sued by Morris Humphreys in the Court of Common Pleas of Union County, and that unless he answers by the 16th day of May A.D. 1885 the petition of said Morris Humphreys 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 27th day of April A.D. 1885. Witness my hand and the seal of said Court, this 17th day of April A.D. 1885.
Seal
L. Burgner, Clerk.

Sheriff's Return

Answer of R.b. Jones.

Entry

Endorsed; In action for the recovery of Money only. Amount claimed $600.00 with 8% int. from April 1st 1882.

Sheriff's Return

The State of Ohio, ~~Union~~ Knox County ss. Recived this writ April 19th A.D. 1885 at 4 o'clock P.M. and pursuant to its command on the 20th day of April A.D. 1885 I served the same by leaving a true and certified copy thereof with the endorsments thereon at the usual place of residence of the within named Ross B. Jones. Service .35 Mileage $2.40 Copy .20 Ret & Docket .50 Postage .04 Total $3.59.

Allen J. Beach Sheriff & D.C. Co

On the 21st day of May 1885 the following Answer was filed with the Clerk of said Court, to-wit=

Answer of R.B. Jones.

Morris Humphreys vs William Cassidy and R.B. Jones } Court of Common Pleas, Union County, Ohio.

Now comes the defendant R.B. Jones, and for his separate Answer herein says; He signed the note upon which this action is brought as surety for the defendant Wm. Cassidy and received no benefit therefor and is not in any other manner interested in said note. He therefor asks that judgment may be rendered against the said Wm. Cassidy as principal debtor and against him the said R.B. Jones as surety for said William Cassidy as the law provides.

S.S. Gardiner Attorney for R.B. Jones.

State of Ohio Union County ss. S.S. Gardiner being duly sworn says he is the Attorney of the above named R.B. Jones, duly authorized in the premises, that said R.B. Jones is a non resident of Union County Ohio, and is now absent therefrom, that the facts and allegations in the foregoing answer are as he believes true.

S.S. Gardiner.

Sworn to and subscribed before me by said S.S. Gardiner this 21st day of May 1885

(Seal)

H.J. Rucker. Notary Public.

On the 16th day of June 1885 the following Entry was made on the Journal of said Court, to-wit=

Entry

Morris Humphreys. vs William Cassidy and Ross B. Jones. }

This day came the plaintiff herein and the defendant Wm. Cassidy being in default for answer or demurrer, the defendant Ross B. Jones having filed his answer. The Court after full consideration find that the allegations of the petition are confessed to be true and that the defendants are indebted to the plaintiff in the sum of $600.00 as principal and also the sum of $154.00 as interest on the same as the plaintiff has in his petition prayed making a total of $754.00 which sum bears interest from this date at 8% until paid. It is therefore considered ordered and adjudged by the Court that the said plaintiff recover from the said defendants the said sum of $754 with interest at

& until paid and also the costs of suit taxed at $
The Court further find that the defendant Rassb. Jones is surety on said promissory note. and order execution to issue accordingly.

Attest: J. D. Burgner. Clerk.

Pleas before his Honor Caleb A. Norris 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 of the Third Sub-division of the 18th Judicial District of the State of Ohio, on the 16th day of February in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore, to-wit- on the 6th day of February 1884 the following Petition was filed with the Clerk of said Court, which reads as follows, to-wit

Petition #454

Harriott L. Foster Admx of D. P. Foster, Plaintiff
vs
John Warner and H. H. Justice Defendants } Union County Court of Common Pleas.

Praecipe. Issue

Summons. The State

Plaintiff says, that on the 12th day of September A.D. 1883 she obtained a judgment against the said John Warner and one George Gunderman, Partners doing business under the firm name of Warner & Gunderman before H. H. Justice a Justice of the Peace in and for said County for the sum of Thirty five Dollars & five cents debt and costs taxed at $7.75. That afterward and on the 6th day of October A.D. 1883 she issued execution against the said John Warner and George Gunderman for said debt and costs of suit, which execution was afterward and on the 6th day of Nov. A.D. 1883 returned unsatisfied for the want of goods & chattles upon which to levy the satisfy the same. Plaintiff further says that neither of said John Warner & George Gunderman have goods or chattles or Lands or tenements upon which to levy to satisfy said claim, but that the wife of said John Warner is the owner of a family homestead in her own name and right which is occupied by the said John Warner and his wife and family, as a family homestead. Plaintiff further says that said judgment is wholly unpaid or unsatisfied with the interest thereon from the 12th day of September A.D. 1883 and costs thereon taxed at $7.75 Plaintiff further says that by the judgment of the Court of Common Pleas of Union County, Ohio said John Warner obtained a judgment against the said H. H. Justice, for the sum of One Hundred & Forty one Dollars debt and costs of suit, upon that 4th day of February A.D. 1884 and that said judgment is still in full force and virtue in law unreversed and unsatisfied. Plaintiff further says that the said John Warner is wholly insolvent and irresponsible and has no property out of which to satisfy this claim, except the above judgment. Plaintiff therefore prays that so much of said judgment against said H. H. Justice, as will satisfy the judgment interest and costs of the plaintiff in the case of Harriott L. Foster vs. John Warner and George Gunderman, Partners

Sheriffs Return

Praecipe

Summons.

be applied to the judgment & the same, and that the said H.H. Justice be ordered by the Court herein to apply so much & the same to the payment & the aforesaid judgment and for all proper relief.

J.M. Kennedy Atty for Plaintiff.

State & Ohio Union County ss. J.M. Kennedy being duly sworn says he is the attorney & Harriott L. Foster Admx & D.P. Foster dec'd and that Harriett L. Foster is a non resident & Union County and is now absent therefrom and that the facts & allegations in the foregoing petition are as he believes true.

J.M. Kennedy.

Sworn to by the said J.M. Kennedy before me this the 6th day & Feby A.D. 1884, and by him subscribed in my presence.

L.L. Burgner, Clerk.

Praecipe — Issue Summons to the Sheriff & Union County for John Warner and H.H. Justice. Endorsed, Equitable relief.

On the 6th day & February A.D. 1884 a Summons was issued by the Clerk & said Court, as follows, to-wit=

Summons. The State & Ohio Union County ss. To the Sheriff & the County & Union, Greeting. We command you to notify John Warner and H.H. Justice that they have been sued by Harriett L. Foster Admx & D.P. Foster in the Court & Common Pleas & Union County, and that unless they answer by the 8th day & March A.D. 1884 the Petition & said Plaintiff against them filed in the Clerk's Office & said Court, such Petition will be taken as true & Judgment rendered accordingly. You will make due return & this Summons on the 8th day & Feb. A.D. 1884. Witness my hand and the seal & said Court, this 6th day & Feb. A.D. 1884.

Seal

L.L. Burgner, Clerk.

Kennedy, Plff's Atty.

Action for Equitable Relief.

Sheriff's Return. The State & Ohio Union County ss. Received this writ Feb. 6th A.D. 1884 at 2 o'clock P.M. and pursuant to its command on the 7th day & February A.D. 1884. I served the same by delivering a true copy & this writ with endorsement thereon to the within named John Warner. The within named H.H. Justice not found in my County. Service 30 Mileage. 32 Cop 40 = $1.02.

John Hohensack Sheriff.

Praecipe — On the 20th day & February 1884 a Praecipe was filed with the Clerk & said Court, to-wit:

H.L. Foster
vs
John Warner et al

} Court & Com. Pleas, Union County, Ohio.

In the above case for H.H. Justice according to law.

To the Clerk & said Court: Issue Summons in directed to the Sheriff & Union County Ohio. Endorsed, Equitable Relief. returnable

J.M. Kennedy Atty for Plff.

On the 20th day & February A.D. 1884 the following Summons was issued by the Clerk & said Court, to-wit=

Summons. The State & Ohio, Union County ss. To the Sheriff & the County & Union Greeting: We command you to Notify H.H. Justice

that he and John Warner have been sued by Harriett L. Foster Admx of D.D. Foster in the Court of Common Pleas of Union County, and that unless he answers by the 22d day of March A.D. 1884 the petition of said Plaintiff 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 3d day of March A.D. 1884. Witness my hand and the seal of said Court, this 20th day of Feby. A.D. 1884.

Seal

J.D. Burgner Clerk.

In action for equitable relief.

Sheriff's Return

The State of Ohio Union County ss. Received this writ Feb. 20th 1884 at 10 o'clock P.M. and pursuant to its command on the 20th day of Feb A.D. 1884 I served the same by delivering to the within named Defendant a true copy of this writ with endorsements thereon, Service .30 Mileage .32 Cop. 20 = .82.

John Hobensack Sheriff.

Motion

On the 8th day of March 1884 a Motion was filed with the Clerk of said Court, to-wit:

Harriett L Foster
vs
John Warner et al.

No comes the said John Warner defendant and moves the Court to order that Plaintiff give security for costs herein and that in default thereof for days that the action be dismissed. said Plaintiff is a non resident of said County of Union.

P. Bleeker & Son Attys for Warner.

Entry.

On the 18th day of February 1885 the following Entry was made on the Journal of said Court, to-wit:

Harriett L. Foster Admx &c.
vs
John Warner et al. H.H. Justice

This day this cause came on to be heard upon the petition of the Plaintiff and the Court find that the defendant was in default for answer or demurrer and the Court being fully advised in the premises do find that the said Plaintiff is entitled to her relief and order against said H.H. Justice. It is therefore ordered adjudged and decreed that the said H.H. Justice pay over to this Court to apply on the payment of Plaintiffs claim, her judgment of $35.05 with interest thereon from the 12th day of September A.D. 1883. and costs of said judgment of $7.75 and costs of this action taxed to $. and that in default thereof that execution issue therefor.

Attest: J.D. Burgner. Clerk.

Petition 4797

Praecipe

Summons.

Sheriffs Return

Pleas before his Honor John A Price 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 of the Third Sub division of the 18th Judicial District of the State of Ohio, on the 18th day of May in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore, to-wit: on the 4th day of April 1885 the following Petition was filed with the Clerk of said Court, to-wit-

Petition 4797

Emma A. Randall. Plff.
vs
Jay Randall. Deft.
} Court of Com. Pleas Union County, Ohio.

The plaintiff says: That she has been a resident of the State of Ohio for more than three years last passed and is now a bona fide resident of the County of Union.

2d On the 20th day of July A.D. 1878 in the said County of Union she was married to the said defendant and has ever since conducted herself toward the said Jay Randall as a faithful and obedient wife. 3d The said defendant has been guilty of gross neglect of duty towards this plaintiff in this to-wit- That soon after said marriage the said defendant abandoned this plaintiff and for about six years last passed has wholly refused & neglected to support this plaintiff and has all of said time refused to furnish her with food and clothing. 4th The plaintiff therefore prays that she may be divorced from the defendant and have such other and further relief as in equity she is entitled to.

G.S. Merriott & D. Myers Attys for Plff.

Praecipe

Clerk: Issue Summons upon the petition in the above case to the Sheriff of Union County, Ohio, returnable according to law. Endorse, "Action for Divorce"

On the 4th day of April A.D. 1885 a Summons was issued by the Clerk of said Court, to-wit:

Summons.

The State of Ohio, Union County s.s. To the Sheriff of Union County, You are commanded to notify Jay Randall that Emma A. Randall has filed in the Office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with gross neglect of duty 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 13th day of April A.D. 1885. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville O. this 4th day of April A.D. 1885.

L. Burgner, Clerk.

Seal

Sheriffs Return

The State of Ohio, Union County s.s. Received this writ on the 6th day of April A.D. 1885 and on the 7th day of April A.D. 1885. I served the same by delivering to the defendant a true copy thereof with the endorsements thereon together with a certified copy of the petition Service .60 Copy .20 Mileage $6.40. Total $7.20

Marion Hopkins Sheriff By A. Goodwin Deputy.

Entry.

On the 16th day of June 1885 the following Entry was made on the Journal of said Court, to-wit=

Emma A. Randall
vs
Jay. Randall

Now comes the Plaintiff and the defendant 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 or demurrer to the said petition and find that the allegations in the petition are confessed by him 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 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 wilful absence toward the plaintiff 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 Emma J. Randall and Jay Randall 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 Plaintiff recover from said defendant herein expended.

Attest: J. D. Burgner, Clerk.

Praecipe

Summons

Pleas before his Honor Caleb H. Norris 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 of the Third Sub division of the 10th Judicial District of the State of Ohio on the 18th day of May in the Year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore, to-wit= on the 8th day of Nov. 1884 the following Petition was filed with the Clerk of said Court, to-wit=

Petition
4646

Millard F. Langstaff Plaintiff
vs
Andrew Halbath, John E. Newhouse and Duncan McLean, Defts

The State of Ohio,
Union County, Court of Common Pleas.

The Plaintiff Millard F. Langstaff for cause of action herein against Andrew Halbath, John E. Newhouse and Duncan McLean defendants, says: That he has a legal right to and is seized in fee simple of the undivided one fourth of the following described premises, to-wit= Situate in the County of Union in the State of Ohio and in the Township of Leesburg and bounded and described as follows: Beginning at a point in the center of the Hill Johns gravel road being the north east corner of a lot of land sold by John E. Newhouse Millard Langstaff & Duncan McLean and Andrew Halbath to John Murry Brown= Thence west on the north line of said land sold to said Brown 132 1/2 feet. Thence south

Sheriff's Return

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along the west line of lands owned by said Brown, Caroline & Lizzie McCormick (now Lizzie Gorgas) Armenda V. Martin, & Buffington, Johnson and Lynn to the north line of Magnetic Street; Thence west along the north line of Magnetic Street to the Southeast corner of a lot owned by Dole and Hankins; Thence northerly along their east line 105 feet to their North east corner; Thence westerly along their west line to the center of Bokes Creek; Thence in a north easterly direction following the center of Bokes Creek to the center of the Mill John's gravel road; Thence South along the center of said gravel road to the beginning.

The defendants Andrew Halboth, John E. Newhouse & Duncan McLean are tenants in common with Plaintiff in said premises.

Plaintiff desires to have his interest set off to him in severalty and that partition be made of the said Premises or if that cannot be done without manifest injury that such proceedings may be had as are authorized by law.

Powell & Fulton Attys for Plaintiff.

The State of Ohio Union County, ss. Millard F Langstaff the plaintiff being first duly sworn according to law says that the facts stated and allegations of the foregoing petition are true as he believes.

Millard F Langstaff.

Sworn to before me and subscribed in my presence by said Millard F Langstaff this 8th day of November A.D. 1884.

Seal

J.C. Burgner, Clerk.

Praecipe — To Clerk: Issue Summons to Sheriff of Union County for John E. Newhouse & Duncan McLean and to the Sheriff of Logan County Ohio for Andrew Halboth. Endorse for Partition.

On the 8th day of Nov. 1884 a 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 John E. Newhouse & Duncan McLean that they etal have been sued by Millard F Langstaff in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of Dec. A.D. 1884 the petition of said Millard F Langstaff 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 17th day of Nov. A.D. 1884.

Witness my hand and the seal of said Court this 8th day of Nov. A.D. 1884.

Seal

J.C. Burgner, Clerk.

In action for Partition.

Sheriff's Return — The State of Ohio Union County ss. Received this writ Nov. 8th A.D. 1884 and Pursuant to its command on the 10th day of November A.D. 1884 I served the same by delivering to the within named John E. Newhouse and Duncan McLean a true copy of this writ with the endorsments thereon. Service .45 Mileage $ 2.40 Copy .40 Total $ 3.25

John Hobensack Sheriff.

Summons

On the 8th day of Nov. 1884 a 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 Logan, Greeting. We command you to notify Andrew Holbodt that he and others have been sued by Millard F Langstaff in the Court of Common Pleas of Union County and that unless they answer by the 6th day of December A.D. 1884 the petition of said Millard F Langstaff 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 Nov. A.D. 1884

Witness my hand and the seal of said Court this 8th day of Nov. A.D. 1884.

(Seal) J.L. Burgner, Clerk.

Action for Partition.

Sheriffs Return.

The State of Ohio Logan County ss. Received this writ Nov. 10th 1884 at 10 o'clock A.M. and pursuant to its command on the 12th day of November A.D. 1884 I served the same by delivering to Andrew Halbodt a certified copy thereof with the endorsments thereon Service 30 Mileage $2.40 Copy, 16 Ret & Postage 30. = $3.16

H.M. Cline Sheriff.

On the 9th day of December 1884 the following Entry was made on the Journal of said Court, to-wit:

Entry

Millard F Langstaff
vs
Andrew Holbodt et al

And now this cause coming on to be heard upon the petition and the evidence, the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition and that they are in default for answer thereto. Thereupon the Court find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; That the plaintiff Millard F Langstaff has a legal right to the one fourth part thereof, the defendants Andrew Holbodt, John E. Newhouse & Duncan McLean each to one fourth part thereof; and that the plaintiff is entitled to have Partition of said estate as prayed for in his petition

It is therefore ordered, adjudged & decreed that Partition of said estate be made in favor of all parties in interest and J.B. Whibley, W.H. Robb and John R. Taylor three judicious & disinterested freeholders of the vacinity are hereby appointed Commissioners to make the same And it is ordered that a writ of Partition issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named, he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled. And of his proceedings herein said Sheriff is to make due return at this term of Court.

Writ of Partition

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On the 9th day of Dec A.D. 1884 a Writ of Partition was issued by the Clerk of said Court, to-wit=

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of said County, Greeting: We command you, That without delay by the oaths of William H. Robb, John R. Taylor and James B. Whelpley you cause Partition to be made of the following described premises, situate in the County of Union and State aforesaid and in the Township of Leesburg and bounded and described as follows: Beginning at a point in the center of the Hill Johns gravel road being the north east corner of a lot of land sold by John E. Newhouse, Millard F. Langstaff, Duncan McLean and Andrew Holbrook to John Murry Brown. Thence west on the north line of said land sold to said Brown, 132½ feet: Thence South along the west line of lands owned by said Brown, Caroline & Lizzie McCormick (now Lizzie Gorgas) Araminda V. Martin and Buffington Johnson & Lynn to the north line of Magnetic Street: Thence west along the north line of Magnetic Street to the South East corner of a lot owned by Dolet Hankins: Thence northerly along their east line 165 feet to their north east corner; Thence westerly along their north line to the center of Bokes Creek. Thence in a northeasterly direction following the center of Bokes Creek to the center of the Hill Johns gravel road to the beginning among the persons named herein, and in the following proportions, to-wit.

To Millard F. Langstaff one fourth part, to Andrew Holbrook one fourth part, to John E. Newhouse one fourth part, to Duncan McLean one fourth part. in pursuance to 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 Millard F. Langstaff is petitioner and the said Andrew Holbrook et al 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, Ohio. this 9th day of Dec A.D. 1884

Seal

J.D. Burgner, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of W.H. Robb, James B. Whelpley & J.R. Taylor causing said Partition to be made as will appear by the report of the Commissioners herewith returned. Service 60 Mileage $2.00 Executing writ $1.20 Swearing Com. $1.20 Conveyance $2.50 Return, 50. = $8.00 Com. Fees, $6.00. = $14.00. Given under my hand this 9th day of December A.D. 1884

John Hohencack, Sheriff.

Com. Report

Millard F. Langstaff vs. Andrew Holbrook 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, 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 injury and we do estimate the value of same at $3000.00 Given under our hands and seals

this 9th day of December A.D. 1884.

J.B. Shipley, }
Wm H. Robb } Commissioners
John B. Taylor. }

On the 17th day of December 1884 the following Entry was made on the Journal of said Court, to-wit=

Entry. Millard F. Langstaff }
vs }
Andrew Holbrook et al } This cause coming on for hearing on the return of the Sheriff and the report of the commissioners heretofore appointed herein, and on motion to confirm the same, And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of said estate at $3800.00 the court find the said return & proceedings in all respects correct and in conformity to law and do therefore approve & confirm the same. And thereupon neither of said parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said Estate be sold at Public auction and that an order issue therefor to the Sheriff of Union County. And the said Sheriff is ordered to return his proceedings to this court without unnecessary delay.

Petition 4596

On the 21st day of May 1885 the following Entry was made on the Journal of said Court to-wit=

Entry Millard Langstaff }
vs }
Andrew Holbrook et al } This cause is ordered to be left off the Docket at the cost of Plaintiff.

It is therefore considered & adjudged by the Court that Plaintiff pay the costs herein taxed at $

Attest: J. D. Brogmer, Clerk.

Pleas before his Honor John A. Price 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 of the 3d Sub-division of the 10th Judicial District of the State of Ohio, on the 8th day of September in the Year of our Lord one Thousand Eight Hundred and Eighty four. Heretofore to-wit= on the 29th day of August 1884 the following Petition was filed with the Clerk of said Court to-wit.

Petition #596

Hugh J. Perry Plaintiff
vs
Thomas Hill. M. Neville.
& George N. Ballou, Defts.
} Court of Com. Pleas, Union County, Ohio.

Plaintiff says: On the first day of April A.D. 1882 the defendant Thomas Hill made and delivered to plaintiff his three several promissory notes of that date and thereby promised to pay to plaintiff or order the sum of Fifteen Hundred Dollars, Five Hundred dollars on April 1st 1883 and like sum on the first day of April of 1884. and same sum on April 1st 1886. after the date thereof with interest at 6% per annum. Copies of the first & third of above mentioned notes, hereto attached marked "A" & "B". The second of the above mentioned notes, plaintiff transferred to M. Neville for a valuable consideration in course of business The defendant Thomas Hill on the first day of April A.D. 1882 to secure the payment of said notes executed and delivered to the plaintiff his mortgage deed and thereby conveyed to the plaintiff, his heirs & assigns, the following lands and tenements, situated in said County of Union, State of Ohio, in the Township of York, in Survey No 3235 and bounded and described as follows: Beginning at a stone in the east line of George N. Conners land, N.W. Corner to John Hoover's land thence S 79° E. 59 8/100 poles to a stone S.W. corner of Samuel Hoover's land thence N. 7½° E 106 poles to a stone S.E. to Rachel A. Harris land, thence N. 79° W. 59⅛ poles with said Rachel A. Harris' South line to a stone in the East line of J.C. Tobeys land; thence S. 7½° W. 106 poles to place of beginning, containing Thirty nine acres, being the same premises conveyed by Adam Hoover to Wm Hoover deed dated Jan. 28th 1878. Recorded in Book 46 Page 7 Union Co. Records. Also the following described premises, being situated on the waters of Bokes Creek.

Beginning at a stone in C. Tobeys South land line and N.E. corner to land owned by Joseph Harris; thence N 78° E. 64⅛ poles with said C. Toby's South land line to a stone N.W. corner to land owned by Nathaniel Brooks; thence S. 9¼ E. 113⅛ poles to a stone in the center of the road leading from East Liberty to Richwood; thence with the center of said road S 49° W. 40 poles to a stone in John Hoover's North land line; thence N. 78° W 41 8/100 poles with said Hoover's north land line to a stone; thence N 8½° E 148 70/100 poles crossing Bokes creek to the place of beginning. containing 60⅛ acres of land being in all 97 152/160 Acres of land. The condition contained in said mortgage deed was in substance that if the said Thomas Hill should pay

or cause to be paid unto the said Hugh J. Perry his three Promissory notes all dated this day (April 1st 1882) and being given for $500.00 each due respectively April 1st 1883 - 1884 & 1886 with 6% interest from date - said notes being given for balance of purchase money of above described premises, then said mortgage deed to be void, otherwise to be and remain in full force & virtue in law for ever. On the 3d day of April A.D. 1882 at 11 o'clock A.M. said mortgage was delivered to the Recorder of said County to be entered on record and was recorded on the 17th day of April 1882 in Vol 17 Page 417 of Mortgage Records of said County.

The said deed has become absolute, there is due and remaining unpaid upon said indebtedness to this plaintiff the sum of Five Hundred Dollars with interest at 6% from April 1st 1882

Plaintiff says that M. Neville holds one of said notes and that George William Ballou has a lein on said premises by mortgage and he desires that they shall be made parties defendant and required to set out their claims by answer to his petition

Plaintiff asks that said M. Neville and George William Ballou be made parties defendant with said Thomas Hill, 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 balance.

Robinson & Piper attys for Pltff.

State of Ohio Union County ss. Hugh J. Perry being duly sworn according to law says the facts stated and allegations in his foregoing petition are, as he verily believes, true.

Hugh J. Perry.

Sworn to before me by Hugh J. Perry and by him subscribed in my presence this 26th day of August A.D. 1884.

J.P. Burgner, Clerk.

Copies of Notes

"A" "$500.00

" One year after date I promise to pay to the order of Hugh J. Perry
"Five Hundred Dollars at 6% interest from date until paid, value rec'd
"

Richwood Ohio April 1st 1882"

Thomas Hill

" B" $500.00

" Four years after date I promise to pay to the order of Hugh J Perry
" Five Hundred Dollars, at 6% interest from date until paid value received
"

Richwood Ohio. April 1st 1882

Thomas Hill.

Praecipe

To Clerk: Issue summons upon the foregoing petition to the Sheriff of Union County Ohio, for Thomas Hill returnable according to law. Endorse "Equitable relief, Foreclosure of Mortgage Amount Claimed $1000.00 with interest from April 1st 1882

Robinson & Piper Atty's.

We hereby waive the issuing of process and service of the same and enter our appearance in this case

George William Ballou
By A.F. Carpenter his Atty

Summons

Sheriff's Return

Answer of M. Neville

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Afterward on the 29th day of August 1884 a 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 Thomas Hill that he has been sued by Hugh J. Perry in the Court of Common Pleas of Union County, and that unless he answers by the 27th day of September A.D. 1884 the petition of said Hugh J. Perry 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 8th day of September A.D. 1884.

Witness my hand and the seal of said Court this 29th day of August A.D. 1884.

Seal

L.D. Burgner Clerk.

Endorsed: In action for Foreclosure of Mortgage, Equitable relief. Amount claimed $1000 00 with interest from April 1st 1882.

Sheriff's Return

The State of Ohio Union County ss. Received this writ Aug. 29th A.D. 1884 at 2 o'clock P.M. and pursuant to its command on the 2d day of September A.D. 1884 I served the same by leaving at the usual place of residence of the within named Thomas Hill a true copy of this writ with endorsements thereon. Service 30 Mileage $2.88 Copy 20 = $ 3.38

John Hobensack, Sheriff.

On the 30th day of August 1884 the following Answer was filed with the Clerk of said Court, to-wit=

Answer of M. Neville

Hugh J. Perry Plaintiff
vs
Thomas Hill etals Defts
} Court of Com. Pleas. Union County, Ohio.

And now comes Michael Neville one of the defendants herein and waiving the issuing and service of process enters his appearance herein and files this his answer and cross-petition and says= That on or about the 20th day of April 1882 he for a full, fair and valuable consideration purchased of Hugh J. Perry the second note of $500 00 dated April 1st 1882 & due in two years @ 6% int and said Hugh J. Perry then and there endorsed the same to this defendant who is still the legal owner and holder thereof (a copy of said note is hereto attached marked "A") This defendant says said mortgage was given by defendant Thomas hill on the premises described in plaintiff's petition and the same was filed and recorded as therein alleged, and said mortgage was given to secure this defendants note as well as those of plaintiffs

The defendant says said mortgage has also become absolute as to his note and there is now due from said Thomas Hill thereon to this defendant the sum of Five Hundred Dollars with interest thereon at 6% from Jan 1st 1882. This defendant therefore asks judgment against said defendant Thomas Hill for said sum of Five Hundred Dollars with 6% interest thereon from the first day of April 1882 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.

E.F. Poppleton & A.T. Carpenter Attys

The State of Ohio Union County ss. A.T. Carpenter being sworn says that he is one of the attorneys for the above named Michael Neville duly authorized herein. That the said Michael Neville is a non resident of said County of Union and is now absent therefrom. Affiant further says that the facts stated and allegations contained in the foregoing answer and cross-petition of said Michael Neville 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 30th day of August 1884.

J.B. Burgner, Clerk.

Copy of Note. "A" $500.00 Richwood O. April 1st 1882."

"Two Years after date I promise to pay to the order of Hugh J. Perry, Five" "Hundred Dollars at 6% interest from date until paid, value received"

"Thomas Hill."

"Indorsed on the back. "Hugh J. Perry."

Afterward on the 6th day of October 1884 the following Entry was made on the Journal of said Court, to-wit=

Entry.

Hugh J. Perry
vs
Thomas Hill et al

This cause now coming on for hearing on the petition of the plaintiff and cross petition of M. Neville one of the defendants and the evidence the Court find that the defendant Thomas Hill has been duly served with summons in this case and that he is in default for answer & demurrer and that the allegations of the petition & cross-petition are thereby confessed by him to be true and that there is due the plaintiff from the defendant Thomas Hill on the promissory note now due as set forth in the petition with interest to the first day of October A.D. 1884 the sum of Five Hundred and Seventy five Dollars ($575.00) The Court further find that in order to secure the payment of said notes the defendant Thomas Hill executed and delivered to the said Hugh J. Perry the plaintiff herein his certain mortgage as in the petition described and on the premises therein described; That said mortgage was duly recorded in Book 17 Page 417 of Records of Mortgages of said Union County, and is a good and valid lein on said premises in the petition described and that the condition of said mortgage have been broken.

It is therefore considered, adjudged and decreed by the Court herein that unless the defendant Thomas Hill shall within ten days from Oct. 1st 1884 pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest from the 1st day of October 1884, the defendants equity of redemption be foreclosed and said premises be sold and that an order of Sale issue therefor to the Sheriff of said Union County directing him to appraise advertise & sell said premises as upon execution and report his proceedings to this Court for further order.

Petition 4496

Afterward on the 6th day of October the following entry was made on the Journal of said Court, to-wit=

Entry

High J. Perry }
vs }
Thomas Hill et al }

And now comes the said Michael Neville and the said defendant still failing to answer or demurr to the cross-petition of said Michael Neville, it is considered that the said Michael Neville 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 Michael Neville on the note and mortgage in his cross-petition described the sum of Five Hundred and Seventy five dollars including the interest computed up to Oct. 1st 1884. It is therefor considered by the Court herein that the said Michael Neville recover of the said Thomas Hill the said sum of Five Hundred and Seventy five dollars with 6% interest from Oct. 1st 1884 the sum so found due as aforesaid and also his costs taxed to $

And it is further ordered and adjudged that in case the said Thomas Hill fails for three days from the 6th day of October to pay to the said Michael Neville the said sum of Five Hundred & Seventy five dollars with 6% interest from Oct. 1st 1884 so as aforesaid found due with costs of suit, and order issue to the Sheriff of said County commanding him to cause said lands & tenements in said petition described 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 as to the distribution thereof.

Attest: J. L. Burgner, Clerk.

Pleas before his Honor Caleb A. Norris. 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 of the 3d Subdivision of the 10th Judicial District of the State of Ohio on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit- on the 22d day of March 1884 the following Petition was filed with the Clerk of said Court, to-wit=

Petition
4496

William M Ayers, Plaintiff }
vs } In the Court of Com. Pleas, Union County, Ohio.
J. M. Hoskins, G. N. Ragon, }
and H. C. Hoskins, Defendants. }

The defendants are indebted to the plaintiff on a promissory note of which the following is a copy.

Magnetic Springs, Feb. 9th 1883

One Year after date for value received we promise to pay to Wm M. Ayers or order, Five Hundred & Fifty Dollars with int at 8% per annum.

$550.00

J. M. Hoskins, G. N. Ragon
H. C. Hoskins.

There are no credits or endorsments thereon. There is due the plaintiff from defendants on said note the sum of Five Hundred and fifty dollars with interest at 8% from the 9th day of February A.D. 1883. Therefore the plaintiff asks judgment against the defendants for the sum of Five Hundred & fifty dollars with interest at 8% from Feb 9th A.D. 1883.

R Carey Atty for Pltff.

State of Ohio Wyandot County ss. R Carey being duly sworn says that he is the attorney of the plaintiff duly authorized herein, that the above pleading is founded upon a written instrument for the payment of money which instrument is now in affiants possession and the various statements and allegations in the above petition are true as he verily believes.

R Carey

Sworn to before me and subscribed in my presence this 22nd day of March 1884

Seal

Praecipe — To the Clerk of Union County Ohio: Issue Summons to Sheriff of Union County Endorse, Amount claimed $550 00 and interest at 8% from Feb. 9th 1883.

Jno D Fears Notary Public

On the 22d day of March A.D. 1884 a 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 J M Hoskins, G H Ragon & H C Hoskins that they have been sued by Wm M Ayers in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of April A.D. 1884 the petition of the said Wm M Ayers 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. 1884. Witness my hand and the seal of said Court this 22d day of March A.D. 1884.

Seal

D.D. Burgner, Clerk. By W.M. Stringer Deputy.

Endorsed, Amount Claimed, $550 00 with interest at 8% from Feb. 9th 1883

Sheriff's Return — The State of Ohio Union County ss. Received this writ March 22d A.D. 1884 at 12 o'clock M. And pursuant to its command on the 29th day of March 1884 I served the same by delivering to H.C. Hoskins and leaving at the usual place of residence of J.M. Hoskins a true copy of this writ with endorsments thereon. The within named G.H. Ragon not found in my County. Service .60 Mileage $ 2.00 Copy .60 Total $ 3,20.

John Hobensack Sheriff.

On the 19th day of April 1884 the following Answer was filed with the Clerk of said Court, to-wit=

Answer.

Wm M. Ayers vs J M Hoskins et al } Union County Court of Common Pleas.

And now comes the defendant H C Hoskins and says that he is only surety on the note described in

Entry

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Seal

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Hill...

Entry

J.M.H...

Proper ... judgm...

plaintiff's petition and he asks the Court that in any judgment that may be rendered herein he may be certified as such surety.

Powell & Fulton Attys for H.C. Hoskins.

The State of Ohio Union County ss. H.C. Hoskins being first duly sworn according to Law says the facts stated and allegations of his foregoing Answer are true as he believes.

H.C. Hoskins.

Sworn to before me and subscribed in my presence by said H.C. Hoskins this 12th day of April A.D. 1884.

Seal

A.T. Carpenter Notary Public.

On the 8th day of May 1884 the following Entry was made on the Journal of said Court, to-wit=

Entry

William M. Ayers
vs
J.M. Hoskins et al.

And now comes the said plaintiff by his attorney and the said defendant J.M. Hoskins having failed to demurr or answer to the petition of the said plaintiff the same is therefore taken to be true; and it is considered that the said plaintiff ought to recover the said sum of $550 so demanded in his petition together with the sum of $51.95 which the Court find due as interest thereon as prayed for in said petition in all amounting to $601.95; it is therefore considered that the said plaintiff recover against the said J.M. Hoskins as principal and H.C. Hoskins as surety the said sum of $601.95 together with his costs in and about his suit expended taxed to $. And this cause is continued as to the defendant G.W. Ragon.

On the 21st day of May 1885 the following entry was made on the Journal of said Court, to-wit=

Entry

William M. Ayers.
vs
J.M. Hoskins et al.

This cause is dismissed without prejudice as to G.W. Ragon and ordered lift off Docket and judgment against plaintiff for increase costs

Attest: J.D. Burgner Clerk.

Pleas before his Honor John A. Price 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, of the Third Sub-division of the 10th Judicial District of the State of Ohio, on the 18th day of May in the Year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore, towit= on the 6th day of September 1884 the following Petition was filed with the Clerk of said Court, to-wit=

Petition 4604

The Trustees of Otterbein University of Ohio, Plaintiff, vs Justus J. Miller and Nancy J. Miller, Defts. } Court of Common Pleas, Union County, Ohio.

Plaintiff is a corporation duly incorporated under the laws of the State of Ohio.

The Defendants Justus J. Miller is indebted to plaintiff in the sum of Eleven Hundred Dollars ($1100) which Plaintiff claims with interest from the 11th day of September 1882 at the rate of eight per cent per annum on a promissory note, of which the following is a copy, with all credits and endorsements.

$1100. Three years after date, for value received, I, Justus J. Miller, of the County of Union, and State of Ohio, hereby bind myself, my heirs executors and administrators, to pay to the Trustees of Otterbein University of Ohio, or order at their office, or the place of receiving, the sum of Eleven Hundred Dollars, with interest at eight per cent per annum, payable, semi-annually. And I do further agree and bind myself that if default be made in the payment of said interest as it becomes due that the holder of this obligation shall be entitled to collect the Principal, at any time after such default, before the time specified for its payment."

Witness my hand and seal this 11th day of September A.D. 1882.

(Signed) Justus J. Miller, (Seal)

There are no endorsments on said note. At the time of delivering said note, and to secure its payment, the defendants duly executed and delivered to plaintiff their mortgage and Miller released her dower. Being the undivided one quarter & One Hundred & Sixty one acres of land, on the waters of Fulton Creek part of Survey No. 12542, bounded as follows:

Beginning at a Sugar tree and two beeches Northeast corner to John Stewarts land; Thence with said Stewarts line. N. 78° W. to Fulton Creek; and with the Creek to said Stewarts North west corner; Thence S 78° W. 78 Poles to a beech & buckeye; Thence N 6° E. 138 Poles to a linn & beech; Thence N. 78° 208 Poles to two beeches & a buckeye; Thence S 7° E. 138 Poles to the beginning. be the same more or less. Also eight acres of land part of Survey No 11346 adjoining said 161 Acres, on the East. Also Six acres of land part of Survey No 7869 adjoining said 8 acres. Said Mortgage was conditioned as follows

Praecipe.

Summons.

Sheriff's Return

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follows: Whereas said Justus J. Miller, hath executed to said Trustees of Otterbein University of Ohio, or order, his bond of date of September 11th 1882 for the payment of Eleven Hundred Dollars, in three years from date, with interest from date at the rate of Eight per cent, per annum, payable semi annually, with the stipulation that said entire sum shall become due, if default be made in the payment of any semi annual installment of interest. On the 22 day of September 1882 said mortgage was duly left for record at the Recorder's Office of Union County, Ohio. and was recorded in Book 18 Page 462 of the Records of Mortgages.

Plaintiff therefore asks judgment against defendants in said sum of Eleven Hundred dollars with eight per cent interest from Sept. 11th 1882 and that said Premises may be sold and the proceeds applied to the payment of said judgment.

A & Beightler Atty for Plaintiff

State of Ohio, Union County s.s. A & Beightler, being duly sworn says he is the attorney of the plaintiff duly authorized herein. and that the facts stated in the above petition are within his certain knowledge, and he believes the same to be true.

A & Beightler

Sworn to and subscribed by A & Beightler before me. this 6th day of Sept. 1884.

J. C. Burgner, Clerk.

Praecipe. To the Clerk of said Court: Issue Summons in the above case to Justus J. Miller and Nancy J. Miller returnable according to law.

A & Beightler Attorney for Plaintiff.

X On the 6th day of September A.D. 1884 the following Summons was issued by the Clerk of said Court, to-wit=

Summons. The State of Ohio, Union County s.s. To the Sheriff of the County of Union, Greeting: We command you to notify Justus J. Miller and Nancy J. Miller that they have been sued by the Trustees of Otterbein University of Ohio, in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of October A.D. 1884 the petition of said Trustees of the Otterbein University of Ohio, 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 September A.D. 1884. Witness my hand and the seal of said Court this 6th day of September A.D. 1884.

J. C. Burgner, Clerk.

Endorsed; In action for Judgment for $1100. with 8% interest from Sept 11th 1882 & foreclosure of Mortgage.

Sheriff's Return. The State of Ohio Union County s.s. Received this writ Sept 6th 1884 at 10 o'clock A.M. and pursuant to its command on the 11th day of September 1884 I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named defendants Service .45 Mileage $1.20 Copy .40 = $2.05

John Hobensack, Sheriff. X

Entry

Afterward on the 12th day of December 1884 the following Entry was made on the Journal of said Court, to-wit=.

Trustees of Otterbein University vs J.J. Miller et al } Court of Common Pleas, Union County, Ohio.

Now comes the Plaintiff herein, and the defendants being in default for answer and demurrer, the Court finds that the allegations of the Petition are confessed by them to be true and that defendants are indebted to Plaintiff in the sum of Eleven Hundred Dollars ($1100.00) with 8% interest from September 1st 1882.

It is therefore considered, ordered & adjudged by the Court that the said Plaintiff recover from the said defendants the sum of Twelve Hundred Seventy five & 70/100 Dollars with interest from Sept 8th 1884, and his costs herein expended taxed to $. The Court further find that the defendants Justus J. Miller and Nancy J. Miller, his wife, executed and delivered to said Plaintiff the mortgage sued in the Petition described and on the premises therein described, that said mortgage was duly recorded in Book 18. Page 482 of the Records of Mortgages of Union County, Ohio, and is the first & best lien on the premises desribed in the Petition. The Court further finds 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 by the Court that unless the 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 in this case, and to the said Plaintiff the sum of Eleven Hundred Dollars with 8% interest from September 1st 1882 payable annually according to the terms of said mortgage sued 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.

Praecipe

On the 4th day of May 1885 the following Praecipe was filed with the clerk of said Court, to-wit=

Otterbein University vs Justus J. Miller et al } Court of Com. Pleas Union County O.

To the Clerk of said Court: Issue Order of Sale in the above case returnable according to law.

A.H. Bughtler atty for Plaintiff.

Sheriff's Return

On the 4th day of May A.D. 1885 an 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: Whereas at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 12th day of December A.D. 1884 in the cause of The Trustees of Otterbein University Plaintiff and

J.J. Miller et al Defendants said Trustes of the Otterbein University obtained a judgment or decree against the said J.J. Miller for the sum of Twelve Hundred & Seventy five and 50/100 Dollars and Dollars costs of suit:
And whereas. it was then and there by said Court, ordered, adjudged and decreed that the said J.J. Miller shall within days from the 12th day of December A.D. 1884 pay unto the said Trustes of Otterbein University the said sum of Twelve hundred & Seventy five & 50/100 Dollars with interest from the 8th day of September A.D. 1884 at the rate of 8 per cent per annum and to the Clerk of this Court the costs of this action herein taxed to $ and upon default to pay the same that an order of sale issue to the Sheriff of this County commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs Petition &c: And whereas the days aforesaid have fully expired and the said sum of $12 75 50/100 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to proceed, and appraise advertise and sell, as aforesaid the following lands and tenements, to-wit= Situated in the County of Union and State of Ohio, bounded and described as follows:
Being the undivided one quarter of One Hundred & Sixty one acres of land on the waters of Fulton Creek, part of Survey No 12542 bounded as follows: Beginning at a Sugar tree and two beeches northeast corner to John Stamats land; thence with said Stamats line N 78° W. to Fulton Creek and with the Creek to said Stamats north west corner; thence S. 78° W. 78 poles to a beech and Buckeye; thence N. 6° E. 138 poles to a Lynn & beech; thence N 78° 208 poles to two beeches and a buckeye; thence S. 7° W. 138 poles to the beginning, be the same more or less.
Also 8 acres of land part of Survey No 11346 adjoining said 161 acres on the east. Also Six acres of land part of Survey No 7869. adjoining said 8 acres.
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 4th day of May 1885.
(Seal) J.L. Bungner, 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 12th day of May 1885 summon John Stamats, M.E. Stamats and J.D. Coe. 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 May A.D. 1885 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 Forty six dollars per acre. 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 14th day of May 1885 I caused to be advertised in the Marysville Times (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 13th day of June A.D. 1885 at 2 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 said 13th day of June A.D. 1885 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came Evaline Miller who bid for the same the sum of Thirty two Dollars per acre and said sum being more than two thirds of the appraised value thereof, and said Evaline Miller 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 Thirty two Dollars per acre. Sheriff's Fees $27.92 Appr's Fees $3.00 Printers Fees $12.00

Marion Hopkins, Sheriff.

On the 16th day of June 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Trustees of Otterbein University
vs
J.J. Miller et al
} On Order of Sale.

Proof of Publication

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 north door of the Court House in Marysville, Ohio. on Saturday June 13" 1885 at or about the hour of 1 o'clock P.M. on said day. the following described real estate to-wit:

Situate in the Township of York, County of Union and State of Ohio and being known and described as follows;

Being the undivided one quarter of One Hundred and Sixty one acres of land on the waters of Fulton Creek part of Survey No. 12542 bounded as follows; Beginning at a Sugar tree and two beeches northeast corner to John Stamats land; thence with said Stamats line N. 78° W. to Fulton Creek, and with the Creek to said Stamats northwest corner; thence S. 78° W. 78 poles to a beech & buckeye; thence N. 6° E. 38 poles to a lynn & beech; thence N 78° 208 poles to two beeches and buckeye; thence S. 70° W. 138 poles to the beginning be the same more or less.

Also eight acres of land part of Survey No 11.346 adjoining said 161 acres on the east. Also six acres of land part of Survey No 7869 adjoining said eight acres.

To be sold subject to the dower estate of the widow of

Entry

James C. Miller. Appraised at $6.83⅓ per acre. Terms of Sale:- Cash
A.H. Beightler Attorney. Marion Hopkins. Sheriff.

A.H. Beightler being duly sworn says he is the Editor of the Marysville Times a weekly newspaper published in Marysville Union County, Ohio. and having a general circulation therein and that the annexed advertisement was published in said newspaper five consecutive weeks, the first insertion being on the 16th day of May 1885 and the last on the 13th day of June 1885.

A.H. Beightler

Sworn to and subscribed by A.H. Beightler before me this 16th day of June 1885.

J.D. Burgner Clerk.

Afterward on the 16th day of June 1885 the following Entry was made on the Journal of said Court to-wit=

Entry

Trustees of Otterbein University
vs
J.J. Miller 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; 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 confirmed and approved; And it is ordered that the said Sheriff convey to the purchaser Evaline Miller by deed in fee simple the lands and tenements so sold and the said purchaser is hereby subrogated to all the rights of the plaintiffs in said premises, for the protection of her title thereto.

And the Court coming now to distribute the proceeds of said sale amounting to Fourteen Hundred Dollars ($1400.00) it is ordered that the Sheriff out of the money in his hands, pay; First the costs of this action taxed at $54.00
Secondly, To the plaintiff, The Trustees of Otterbein University the amount heretofore found due them with interest to-wit=the sum of Thirteen Hundred and Fifty five and 43/100 Dollars, ($1355.43/100)

Attest: J.D. Burgner Clerk.

Pleas before his Honor John A. Price, 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 & of the Third Subdivision of the 10th Judicial District of the State of Ohio, on the 8 day of May A.D. 1885.

Heretofore to-wit- on the 20th day of November 1884 the following Petition was filed with the Clerk of said Court, to-wit=

Petition

James R. Mitchell Plff
vs
Robert Buck and
Alice M. Buck, Defts.

Court of Common Pleas Union County, Ohio.

The Plaintiff says that on the 2d day of February 1882 the said Robert Buck and Alice M. Buck his wife executed to the Plaintiff their mortgage deed conveying to him & his heirs in fee simple the following real estate situate in the said County of Union Ohio, described as follows. Part of Survey 2991. Beginning at a stone in the S.W. corner to the Holmes lot, thence N. 82¾ E. 6 poles to a stone; thence S. 8. E. 15 poles to a stone, thence S. 82¾ W. 4 poles, thence N. 15 poles to the place of beginning containing ½ acres more or less.

Also in same Survey. Beginning at N.W. corner of lot No 25 in the Village of Frankfort, thence S. 8. E. 11 poles & 14½ links to a stone for the place of beginning, thence S. 8 E 11 poles & 14½ links to a stone, thence S. 82½ W. 15 poles to a stone, thence N. 8. W 11 poles & 14½ links to a stone, thence N. 82½ E. 15 poles passing along the South side of the barn to the place of beginning containing one acre more or less. The said mortgage had a condition of defeasance, that if said Robert Buck should pay a note of same date for $140.00 due Feb 2d 1884 to the Plain City Bank on which said plaintiff was surety & said mortgage was to guarantee the payment of said note with interest at 8% and if he failed to do so this said mortgage was to make the same safe to the plaintiff. Said mortgage was duly recorded March 9th 1882 in Vol. 17 Page 351 of the Record of Mortgages in said County of Union & the plaintiff says defendants have not paid said note and plaintiff has been compelled to pay the interest and there is now due to the plaintiff $171 23/100 with the principal and interest from said defendants on said mortgage & the same is a lein on said premises. The defendant Robert Buck has absconded from said County but his wife still occupies said premises.

The plaintiff asks a decree for the foreclosure of said mortgage and the sale of said premises to pay the said sum of $171.23 with interest at 8% from this date & for other relief

Robinson & Piper Attys for Pltff

The State of Ohio, Union County ss. James R. Mitchell Plaintiff being duly sworn deposes & says the allegations of the foregoing Petition are true, and he further deposes & says said Robert Buck has left the said County and has become

Praecipe

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a non resident of the State of Ohio, and the plaintiff is unable to ascertain his whereabouts & his residence and that summons cannot be served on him personally, and that service by publication will have to be made on him.

James R. Mitchell.

Sworn to before me and signed in my presence this 20th day of Nov. 1884.

J.L. Burgner, Clerk. By W.M. Stringer Deputy.

Praecipe — To the clerk, Issue Summons in this case for Robert Buck and Alice M. Buck Endorse Petition to foreclose mortgage.

On the 20th day of November A.D. 1884 a 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 Robert Buck and Alice M. Buck that they have been sued by James R. Mitchell in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of December A.D. 1884 the petition of said James R. Buck 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. 1884. Witness my hand and the seal of said Court this 20th day of Nov. A.D. 1884.

Seal

J.L. Burgner Clerk. By W.M. Stringer Deputy.

Endorsed, In action for foreclosure of Mortgage.

Sheriff's Return — The State of Ohio, Union County ss. Received this writ Nov. 20th A.D. 1884 and pursuant to its command on the 22d day of Nov. A.D. 1884 I served the same by delivering to the within named Alice Buck and leaving at the usual place of residence of the within named Robert Buck a true copy of this writ with endorsements thereon, Service 45 Mileage $2.00 Copy 40 = $2.85.

John Hobensack, Sheriff.

On the 17th day of Feb. 1885 the following Legal Notice was filed with the Clerk of said Court, to-wit-

Legal Notice — James R Mitchell vs Robert Buck et al } Court of Com. Pleas, Union County, Ohio.

The defendant Robert Buck, is notified hereby that James R Mitchell filed in said Court his petition against said defendant to foreclose a mortgage given by him to said plaintiff on land herein after mentioned to indemnify him against a note of $140 and interest, on which plaintiff is surety payable to Plain City Bank, on which plaintiff has a claim of $171 against said Buck. The lot being one half acre and house thereon in Frankfort, in said County, particularly described in said mortgage, recorded on page 351 of Vol. 17 of the Record of Mortgages in said County. Defendant is required to answer said petition on or before the 13th day of Feby. next.

Robinson & Robinson Atty's 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 news paper of general circulation in the County of Union the first publication beginning with December 17th 1885.

L. G. English.

Sworn to and subscribed before me this 17th day of Feb. 1885

Seal

J. S. Burgner, Clerk.

On the 17th day of Feb. 1885 the following Entry was made on the Journal of said Court-to-wit=.

Entry

James R. Mitchell }
vs
Robert Buck et al. }

This day came the plaintiff and made proof to the satisfaction of the Court of lawfull notice published to the Defendants & of personal service by leaving a copy of summons at their place of residence. & thereupon this cause came on to be heard. by the Court. Whereupon the Court find there is due plaintiff from Robert Buck the sum of $174.65 secured by said mortgage which plaintiff has been compelled to pay as alleged and which sum is the first lien on the premises in said petition described. Whereupon it is considered ordered & decreed by the Court that unless defendants pay said sum to plaintiff with interest and costs within three days that an order of sale issue to the Sheriff of this County commanding him to appraise advertise & sell according to law said premises and bring the proceeds into Court for further order & that said mortgage stand foreclosed.

On the 20th day of February 1885 a Precipe was filed with the Clerk of said Court, to-wit=

Precipe

James R. Mitchell }
vs
Robert Buck, et al. } Court of Com. Pleas Union County, Ohio.

To the Clerk of said Court: Issue order of Sale in the above case returnable according to law.

Robinson & Piper Attys for Plff.

Afterward on the 20th day of February A.D. 1885 an Order of Sale was issued by the Clerk of said Court, to-wit=

Order of Sale

The State of Ohio Union County ss. Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 17th day of February A.D. 1885 in the cause of James R Mitchell Plaintiff and Robert Buck et al Defendants. said James R Mitchell obtained a judgment or decree against the said Robert Buck for the sum of One Hundred & Seventy four & 65/100 Dollars and Dollars costs of suit: And whereas it was then and there by said Court ordered adjudged and decreed that the said Robert Buck shall within three days from the 17th day of February A.D. 1885 pay unto the said James Mitchell the said sum of One Hundred & Seventy four and 65/100 Dollars with interest from the 17th day of February A.D. 1885

at the rate of ___ per cent per annum and to the Clerk of this Court the costs of this action herein, taxed to $ ___ and upon default to pay the same that an order shall issue to the Sheriff of this County commanding him to proceed according to the Statute regulating judgments and executions at law to sell the real estate described in Plaintiffs Petition &c. And whereas the three days aforesaid have fully expired and the said sum of $174.65 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell as aforesaid the following lands and tenements, to-wit- Situated in the County of Union and State of Ohio, bounded and described as follows, part of Survey 2991 beginning at a stone in the S.W. corner to the Holmes lot; thence N 82¾ E. 6 poles to a stone, thence S 8 E 15 poles to a stone; thence S. 82¾ W. 4 poles; thence N. 15 poles to the place of beginning containing ½ acre more or less.

Also in same Survey beginning at the N.W. corner of lot No. 28 in the village of Frankfort, thence S. 8° E. 11 poles and 14½ links to a stone for the place of beginning; thence S 8° E. 11 poles and 14½ links to a stone; thence S 82½ W. 15 poles to a stone; thence N. 8 W. 11 poles and 14½ links to a stone; thence N. 82½ E. 15 poles passing along the south side of the barn to the place of beginning, containing one acre more or less. We therefore command you that you proceed to carry said order, judgment & 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 20th day of February A.D. 1885.

(Seal)

J.S. Burgner, 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 21st day of February 1885 summon W.H. Dunbar, W.H. Stone and Daniel Landaker 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 21st day of February A.D. 1885 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 4th day of March 1885 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 4th day of April A.D. 1885 at 2 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 4th day of April A.D. 1885 and at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came James R. Mitchell who bid for the same the sum of Three Hundred & Thirty three 37/100 Dollars. and said sum being more than two thirds of the appraised value thereof and said James R. Mitchell being the highest and best bidder therefor & then and there publicly sold and struck off said lands and tenements to him for said sum of Three Hundred & thirty three & 37/100 Dollars. Sheriff's Fees. $5.40, Appr's Fees. 3.00 Printer's Fees $12.00

M. Hopkins, Sheriff.

On the 22nd day of May 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit-

Proof of Publication.

James R Mitchell
vs
Robert Buckstead
} On order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas Union County, Ohio. I will offer at public sale at the door of the Court House in Marysville, Ohio. on Saturday, April 4th 1885 at or about the hour of one o'clock P.M. on said day the following described real estate to-wit- Situate in Union County, State of Ohio and being known and described as part of Survey 2991 beginning at a stone in the S.W. corner of Holmes lot: thence S. 8 & 15 poles to a stone: thence S. 82½ W. 4 poles, thence N. 15 poles to the place of beginning containing one half acre more or less.

Also in same Survey, beginning at N.W. corner of lot 28 in the Village of Frankfort, thence S. 8° E. 11 poles & 14½ links to a stone for the place of beginning, thence S. 8 & 11 poles & 14½ links to a stone, thence S. 82½ W. 15 & 15 poles passing along the South side of the Barn to the place of beginning, containing one acre more or less.

Appraised at $500.00 Terms of sale - Cash.

Robinson & Piper Attys

Marion Hopkins Sheriff.

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 the County of Union, the first publication beginning with March 4th 1885.

W. O. Shearer.

Sworn to and subscribed before me this 22nd day of May A.D. 1885.

J. D. Burgner, Clerk.

Petition 4639 Entry

Afterward, on the 13th day of June 1885 the following Entry was made on the Journal of said Court, to-wit-

Entry

J.R. Mitchell }
vs }
Robert M Buckstaff }

This day come on this cause to be heard on the motion to confirm the sale and distribute the proceeds. Whereupon the Court being fully advised in the premises do find said sale and proceedings regular and do confirm the same and order the Sheriff of this County to execute to James R Mitchell the purchaser a deed in fee. for the lands in said petition described, And the Court order all costs and taxes on said premises to be first paid, and second, the amount due plaintiff on the decree of the Court in this case & third, that the balance be paid to A.M. Buck to apply on her decree for alimony against her husband rendered in this Court.

Attest: J. D. Bergner, Clerk.

Pleas before his Honor John A Price 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 & the Third Subdivision of the 18th Judicial District of the State of Ohio. on the 8th day of September in the year of our Lord One Thousand Eight Hundred & Eighty four.

Heretofore, to-wit- on the 31st day of October 1884 the following Petition was filed with the Clerk of said Court, to-wit=

Petition 4639

Michael Jacoby Plaintiff }
vs } The State of Ohio Union County, ss.
A.B. Butler and Susan } In Court of Common Pleas.
Butler, Defendants. }

The Plaintiff says, 1st On the 24th day of January A.D. 1881. The Defendant A.B. Butler made and delivered to plaintiff his two several promissory notes of that date and thereby promised to pay to the plaintiff or bearer the sum of Two Hundred dollars, in Eighteen and Thirty months after the date thereof, for value received, the following being a true & correct copy of said notes. "On or before September 1st 1883, for value received, I promise to pay Michael" "Jacoby or bearer, One Hundred Dollars with 6% from date. "A.B. Butler" "Richwood Ohio Jan. 24" 1881. "$100. On or before September 1st 1884 for value received I promise" "to pay Michael Jacoby or bearer, One Hundred Dollars with 6% from date" "Richwood Ohio. Jan. 24th 1881. "A.B. Butler"

2d The defendants A.B. Butler and Susan Butler on the 24th day of January A.D. 1881 to secure the payment of said notes, executed and delivered to the plaintiff their mortgage deed, and thereby conveyed to the plaintiff his heirs & assigns, the following lands and tenements situated in said County of Union as follows, to-wit=. Beginning in

the Richwood & A Bokes Creek pike N.E. corner to a piece of land in John Woods name, thence S. 75 W. 20 poles along the north line of John Woods land to a stake, thence S. W Eight poles to a stake thence N. 75 E 4 1/10 poles to a stake, thence N. 15 W. 16 2/3 poles to a stake, thence S. 75 E. 24 1/3 poles to the place of beginning. Containing 2 10/100 acres of land all situated in Claibourne Township of said County. The condition of said mortgage deed was in substance as follows: Whereas said A B Butler has executed 4 promissory notes of even date / due Sept. 1st 1881 for $80 00 the other three calling for $100 00 and due Sept. 1st 1882, 1883 and 1884 all bearing 6% interest from date Now if the said A B Butler shall pay or cause to be paid the above described notes according to the tenor thereof then these presents to be void.

3rd On the 24th day of January A.D. 1881 at 7 o'clock P.M. said Mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded in Union County, Mortgage Book No 18 Page 25.

4th The said deed has become absolute and there is due and remaining unpaid the sum of Two Hundred Dollars with interest from the 24th day of January A.D. 1881.

5th The plaintiff asks that 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 any balance there may be.

S.A. Court Atty for Plaintiff.

The State of Ohio Madison County ss. Personally appeared before me Michael Jacoby and being duly sworn says that the allegations made and statement set forth in this his petition are true as he verily believes

Michael Jacoby.

Sworn to before me by said M. Jacoby and subscribed in my presence this 25th day of October A.D. 1884.

Bid By Atty 25 00 (Seal) M.B. Chase Notary Public, Marion County, O.

Praecipe To the Clerk: Issue summons in the above entitled case returnable according to law. Amount Claimed $200 00 with interest from January 27th 1884. and sale of Premises Prayed for.

S.A. Court Atty for Plaintiff.

Afterwards on the 31st day of October A.D. 1884 a 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 A B Butler and Susan Butler that they have been sued by Michael Jacoby in the Court of Common Pleas of Union County and that unless they answer by the 29th day of Nov. A.D. 1884 the petition of said Michael Jacoby 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 Nov. A.D. 1884.

(Seal) Witness my hand and the seal of said Court, this 31st day of Oct. A.D. 1884.

J.C. Burgner, Clerk.

Endorsed: Action for Foreclosure of Mortgage, Amount claimed $200 00 with interest from January 20th 1881 and sale of Premises Prayed for.

Sheriffs Return

Entry

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The State of Ohio Union County ss. Received this writ Oct. 31st A.D. 1884 at 10 oclock A.M. and pursuant to its command on the 1st day of Nov. A.D. 1884 I served the same by leaving a certified copy thereof with the endorsments thereon at the usual place of residence of the within named A.B. Butler & Susan Butler defendants. Service $5 Mileage $3.20 Copy 40 Total $4.05

John Hobencack, Sheriff.

Afterward on the 9th day of December 1884 the following entry was made on the Journal of said Court, to-wit.

Entry

Michael Jacoby
vs
A.B. Butler & wife

This cause coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants A.B. Butler and Susan Butler have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed to be true by them and that there is due the plaintiff from the defendants on the promissory notes set forth in the petition with interest from Jan 24th 1881 to this 9th day of Dec 1884 the sum of $246.50. The Court further find that in order to secure the payment of said notes the defendants A.B. Butler and Susan Butler his wife executed and delivered to said Michael Jacoby the plaintiff their certain mortgage in the petition described: that said mortgage was duly recorded in Book 18. Page 25 of the records of Morlgages in Union County and is a good and valid lein on the premises described in said petition and that the conditions in said mortgage have been broken. It is therefore adjudged and decreed that unless the defendant A.B. Butler shall within 10 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 herein the sum so found due as aforesaid with interest from the date of this decree, the defendants equity of redemption be foreclosed and said premises be sold and that an Order of Sale issue to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Attest: J. D. Burgner. Clerk.

Pleas before his Honor Caleb H. Norris, 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 of the 3d Subdivision of the 10th Judicial District of the State of Ohio, on the 8th day of May in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore to-wit- on the 26th day of December 1883 the following Petition was filed with the Clerk of Said Court to-wit-

Petition #402

Caultman & Co. a corporation duly incorporated and doing busines in the State of Ohio. under the firm name of Caultman & Co. Partners Plff.

vs

Elon G. Rogers. Izora J. Rogers & D. H. Henderson, Defts.

Court of Com. Pleas. Union County, Ohio.

Plaintiff, Caultman & Co. say they are a corporation during business in the State of Ohio. under the firm name of Caultman & Co. On the 1st day of May 883 the defendant Elon G. Rogers did together with his wife Izora J. Rogers, who released her dower therein duly execute and deliver to one W. E. Sefton his certain Mortgage deed. Said conveyance contained that if said Elon G. Rogers should cause to be paid to the order of said W. E. Sefton, or his assignees his three certain Promissory notes of even date each for $333 33/100 $333 33/100 + $333 34/100 and due the first note October 1st 1883. 2d note due October 1st 1884. 3d Note due October 1st 1885 with interest at 6% until due and 8% after due payable annually, then said conveyance to be void. That said mortgage deed was upon the following described real estate situated in the County of Union and State of Ohio. and in the Village of Marysville and bounded and described as follows, to-wit:

A piece of land beginning at the S. E. corner of a piece of land deeded to John Mitchell fronting on East Center St; thence N. 167 feet to a stake the N. E. corner of John Mitchells lot; thence West. 124 feet on a line parallel with center St. to the west corner of M. A. Rogers lot. thence N. in a continuation of the said Rogers west line 167 feet to the south line of North St. East. 185 feet to the N. W. corner of Mathew Kennedys. thence with Mathew Kennedys west line S. 334 feet to Center St. thence with said Center St. W. 67 feet to the place of beginning being part of out lot. Nos 29 & 30.

Said mortgage was on the 23d day of June A.D. 1883 at 10 o'clock A.M. duly filed with the Recorder of Union County Ohio for record and was recorded on the 28th day of June A.D. 1883 in Record of Mortgages of Union County. Vol. 20 Page 282.

Said W. E. Sefton. did on the 1st day of May A.D. 1883 make the following assignment upon said mortgage. For value received I hereby assign the within mortgage to Caultman & Co. the assigns or order without recourse on me. (Signed) W. E. Sefton.

Said first note is matured and wholly unpaid and there is due the Planitiff on it the sum of $333 33/100 with interest from October 1st 1882 upto October 1st 1883 at 6% and 8% from

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Sheriff's Return.

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October 1st 1883 each payable annually.
The defendant D.H. Henderson has or claims some lien or interest on said premises but plaintiff avers that he is unable to state what and plaintiff asks that he be compelled to set forth his claim or be forever cut off from asserting the same.
Plaintiff asks that in default of payment of the amount now due and payable that he have judgment herein for his said claim and that said mortgage may be foreclosed and said premises sold free of all claims of the defendants and the proceeds applied to the payment of the debt due plaintiff and for such other relief as is proper in the premises.

F.B. Benton Atty for Plaintiff.

State of Ohio Union County ss. F.B. Benton being duly sworn says that he is one of the attorneys for the said Aultman & Co and that said Aultman & Co are now residents of the County of Union and now absent therefrom and that the facts and allegations in the foregoing petition are as he believes true.

F.B. Benton.

Sworn to by said F.B. Benton and by him subscribed before me this 26th day of December A.D. 1883.

Seal

J.B. Burgner, Clerk.

Praecipe — To the Clerk of said Court: Issue Summons in the above case to E.G. Rogers & wife & Dr Henderson. Foreclosure of mortgage & Judgment for $333 33/100 & interest, returnable according to law.

On the 26th day of Dec. A.D. 1883, a 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 Elon G. Rogers, Dora J. Rogers and D.H. Henderson, that they have been sued by Aultman & Co in the Court of Common Pleas, of Union County, and that unless they answer by the 26th day of January A.D. 1884 the petition of said 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 7th day of Jany A.D. 1884.
Witness my hand and the seal of said Court this 26th day of December A.D. 1883

Seal

J.B. Burgner, Clerk, By W.M. Knight Dept.

Endorsed: Suit for foreclosure of mortgage & judgment for $332 33/100

Sheriff's Return — The State of Ohio Union County ss. Received this writ Dec. 26th 1883 at 4 o'clock P.M. and pursuant to its command on the 7th day of January A.D. 1884 I served the same by delivering to each of the within named defendants a true copy of this writ with endorsements thereon. Service .60 Mileage .32 Copies .60. = $1.52.

John Kobensack Sheriff.

On the 26th day of January 1884 the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit=

Answer & Cross Pet.

C. Autman & Co.
vs
Elon Rogers, Zora J. Rogers & D. H. Henderson

Court of Common Pleas, Union County, Ohio.

1. Now comes D. H. Henderson one of the Defendants and for his Answer & Cross Petition says: That on the 19th day of June 1882 the defendant E. G. Rogers made and delivered to the defendant D. H. Henderson his several promissory notes of which the following is a true copy

$300.00 Marysville Ohio, June 19th 1882.

On or Before April 1st 1883 I promise to pay D. H. Henderson or Bearer, Three Hundred Dollars with interest at 6% from date for value rec'd.

(Signed) E. G. Rogers.

The following credits appear on said note. Received on the within note $200.00 Jan. 23d 1883. Received on the within note $75.00 July 20th 1883

2. The defendant D. H. Henderson further says that for his second cause of action, the defendant E. G. Rogers made and delivered to him his promissory note on the 19th day of June 1882 of which the following is a true copy.

$300.00 Marysville Ohio. June 19th 1882

On or before April 1st 1884 I promise to pay D. H. Henderson or Bearer, Three Hundred Dollars with interest at 6% from date for value received

(Signed) E. G. Rogers.

There appearing no credits on said note.

3d The defendant E. G. Rogers on the 19th day of June 1882 to secure the payment of said notes and his wife D. J. Rogers, on same date executed and delivered to the defendant D. H. Henderson his mortgage deed and thereby conveyed to the defendant D. H. Henderson his heirs and assigns, the following lands and tenements, situated in said County of Union and State of Ohio, and in the Village of Marysville and Bounded and described as follows: Beginning at the South East corner of land deeded to John Mitchell fronting on East Center Street, thence N. 167 feet to a stake the South East corner of John Mitchells Lot, thence W. 124 feet on a line parallel with Center Street to the North West corner of M. A. Rogers lot, thence North in continuation with said Rogers west line 167 feet to the South line of North Street, thence with said line of North Street East 185 feet to the North west corner of Mathew Kennedys Lot, thence with Mathew Kennedys west line South 334 feet to Center Street, thence with said Center Street 61 feet West to the place of beginning. Being part of Out Lot No 29 in the Village of Marysville

The condition contained in said Mortgage deed was in substance that if the said E. G. Rogers shall pay or cause to be paid unto the said D. H. Henderson, his heirs executors or Administrators his several promissory notes herein described, One note dated June 19th 1882 calling for Three Hundred dollars due April 1st 1883. also note of same date and amount due April 1st 1884. with six percent interest from date, then these presents shall be void, otherwise

Answer

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to be and remain in full force and virtue in law, forever.
4th On the 8th day of July 1882 at 8¼ 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 July 14th 1882 in Union County Records of Mortgages Vol 17 Page 541.
5th The said deed has become absolute as to the first note mentioned. There is due and remaining unpaid upon said indebtedness the sum of Forty 17/100 dollars with interest from January 21st 1884. The Defendant D.H. Henderson says that his is the first mortgage and that the same was given for purchase money.
6th The defendant D.H. Henderson asks that said mortgage may be foreclosed the said premises ordered to be sold and the proceeds applied in the payment of said debt, and execution awarded for balance.

Cameron & Woodburn Atty's for D.H.

The State of Ohio Union County ss. D.H. Henderson being sworn says that he believes the facts stated and allegations in his foregoing answer & Cross petition to be true as he verily believes.

D.H. Henderson.

Sworn to before me and signed in my presence this 26th day of January A.D. 1884.

J.C. Burgner Clerk. By W.M. Stinger Dep'ty.

On the 18th day of February 1884 the following Answer was filed with the Clerk of said Court, to wit=

Answer

C. Aultman & Co. Pltff's
vs
Elon G. Rogers et al
Defendants

} Court of Common Pleas, Union County, Ohio.

The defendants, Elon G. Rogers and Dora J. Rogers, answer to the petition of the plaintiff and deny that they or either of them executed or delivered the mortgage described in plaintiff's petition. But the say that about the first day of May A.D. 1883, the attorney for the plaintiff, to-wit- F.B. Benton, came to the residence of these defendants and requested a mortgage on the premises described in plaintiff's petition to secure the notes described therein, excepting from said described premises 61 feet fronting on East Center Street and running 167 feet back, including about ¼ of an acre. It was then expressly agreed between said defendants, and said attorney for the plaintiff that said mortgage should be given on but a portion of the premises described in plaintiffs petition, that is to say, it was agreed between said parties that said mortgage should not cover, not be given on said 61 feet fronting on Center Street and running with parallel lines 167 feet back. And that said 61 feet by 167 feet should be left out, and stricken out of said mortgage, otherwise neither of these answering defendants would have executed any mortgage on any portion of said premises.

And thereupon under this express agreement between said Answering defendants and said attorney, these defendants

executed and delivered said mortgage to said attorney, and these defendants say that said Attorney in violation of said agreement, without the knowledge or consent of either of these defendants, and in fraud of their rights, included in said description in said mortgage said 61 feet front by 167 feet back, and neglected and refused to leave said excepted part out of said mortgage, or strike the same therefrom These answering defendants therefor ask that said petition to foreclose be dismissed, or that the order to foreclose said mortgage on said 61 feet front by 167 feet back be refused by the Court, and these defendants ask for such other and further relief as they may be entitled to in equity.

Porter & Porter Attys for Defts

Elon G. Rogers, one of the defendants in this action, being first duly sworn according to law makes oath, that the facts stated in the foregoing answer are true.

Elon G. Rogers.

Sworn to by Elon G. Rogers and subscribed by him in my presence this 18th day of Feb. A.D. 1884.

Seal

J.B. Burgner, Clerk.

On the 6th day of May 1884 the following Entry was made on the Journal of said Court, to-wit=

Entry

C. Aultman & Co
vs
Elon Rogers. Etal

This day this cause came on to be heard upon the motion and showing of the defendants for continuance and upon the hearing of said motion and the Court being fully advised in the premises said motion was sustained.

It is therefore ordered and adjudged that the plaintiff recover of the defendants their costs for this term and the same is continued.

On the 24th day of September 1884, the following Entry was made on the Journal of said Court, to-wit:

Entry

C. Aultman & Co.
vs
Elon G. Rogers. Dgora J.
Rogers and D. H. Henderson

This cause now coming on for hearing upon the motion of the plaintiff and upon his showing was continued so far as the case relates to C. Aultman & Co. against Elon Rogers defendant and at the costs of C. Aultman & Co.
It is therefore considered that the said Elon Rogers recover of the plaintiff the costs of this term taxed $.
This cause coming on for further hearing upon the answer & Cross-Petition of the defendant D.H. Henderson and the evidence, the Court find that the defendant Elon Rogers has been duly served with summons in this case, and that he is in default for answer and demurrer and that

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Order of Sale.

the allegations of the answer and cross-petition of the defendant D.W. Henderson are thereby confessed by him to be true.

On consideration thereof the Court find that there is due to the defendant, D.W. Henderson upon his answer and cross-petition from the defendant Elon Rogers on the promissory note set forth in the petition including interest to the date of this decree the sum of Forty one dollars & Eighty cents.

The Court further find that in order to secure the payment of said notes, the defendants Elon Rogers and Zora J. Rogers his wife executed and delivered to said D.W. Henderson the defendant their certain mortgage as in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 117 Page 541 of the Record of Mortgages in Union County, and is a good and valid lein on the premises described in the petition and that the conditions of said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of Forty one 80/100 dollars and his costs herein expended. And it is further adjudged and decreed that unless the defendant Elon Rogers shall within ten days from the entry of this decree, pay or cause to be paid to the plaintiff herein the sum so found due as aforesaid with interest from the 22d day of September 1884. the defendants equity of redemption be foreclosed, and said premises be sold and that an order of sale issue therefore to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order - and cause continued.

On the 26th day of January 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe

C. Aultman & Co
vs
E.G. Rogers et al

} Court of Common Pleas Union County, Ohio.

Marysville, Jan 26th 1885.

To the Clerk of said Court. Issue Order of Sale in the above case in favor of D.W. Henderson returnable according to law.

Cameron & Woodburn Atty's for D.W.H.

On the 26th day of January A.D. 1885 an 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 and for said County on the 24th day of September A.D. 1884 in the cause of C. Aultman & Co. Plaintiff and Elon Rogers et al Defendants said D.W. Henderson obtained a judgment or decree against the said Elon Rogers for the sum of Forty one & 80/100 Dollars and Dollars costs of suit. And whereas it was then and there by said Court ordered adjudged and decreed that the said Elon G. Rogers shall within 10 days from the 24th day of September A.D. 1884 pay unto the said D.W. Henderson the said sum of Forty one & 80/100 Dollars

with interest from the 24th day of September A.D. 1884. at the rate of 6% per annum and upon default to pay the same that an Order of Sale issue to the Sheriff of this County commanding him to proced according to the Statute regulating Judgments and executions at law to sell the real estate described in Plaintiffs Petition &c. And whereas the 10 days aforesaid have fully expired and said sum of $#41.80 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to proced and appraise, advertise and sell as aforesaid, the following lands and tenements to-wit- Situated in the Village of Marysville County of Union and State of Ohio, Bounded and described as follows: Beginning at the South East corner of land deded to John Mitchell fronting on East Center Street; thence N. 167 feet to a stake, the north east corner of John Mitchell's lot, thence West 124 feet on a line parallel with Center Street to the north west corner of M.A. Rogers lot, thence north in continuation with said Rogers west line 167 feet to the south line of North Street, thence with said line of north street E. 185 feet to the north west corner of Mathew Kennedy's lot, thence with Mathew Kennedys West line South 334 feet to the Center Street, thence with said Center Street 61 feet west to the place of beginning. Part of out lot. No 29 & 38 of the Village of Marysville. 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.

Proof of Publication

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville, Ohio. this 26th day of January A.D. 1885.

Seal

J.B. Bunger, 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 27th day of January 1885 summon Dyer Reed, E.L. Price and Thos. Mullen 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 27th day of January A.D. 1885 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 Two Thousand Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Common Pleas Court of said County, and on the 27th day of January 1885 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 Febmary A.D. 1885 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 28th day of Febmary A.D. 1885 at the time and place above mentioned, proceed to offer said lands and tenements at Public sale. Not sold for want of bidders.

Sheriffs Fees. $3.56. Appraisers Fees. $3.00 Printers Fees. $1.50.

M. Hopkins Sheriff. By A. L. Goodwin Deputy.

On the 3d day of March 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

C. Aultman & Co. } Court of Common Pleas, Union County, Ohio.
vs } On Order of Sale.
E. S. Rogers et al }

Proof of Publication

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 north door of the Court House in Marysville Ohio, on Saturday, Febmary 28th 1885 at or about the hour of one oclock P.M. on said day the following described real estate, to-wit= Situate in the County of Union and Village of Marysville and being known and described as follows: Beginning at the south east corner of land deeded to John Mitchell fronting on East Center Street; thence north 167 feet to a stake and north east corner of John Mitchells lot; thence west 124 feet on a line parallel with Center Street to the north west corner of M. A. Rogers's lot; thence north in continuation with said Rogers's west line 167 feet to the south line of north Street east 185 feet to the north west corner of Mathew Kennedys lot; thence with Mathew Kennedys west line South 334 feet to Center Street; thence with said Center Street 61 feet west to the place of beginning, being part of out lot No 29 & 38 of the Village of Marysville. Appraised at $2000. Terms of Sale. Cash

A. L. Goodwin Attorney. Marion Hopkins, 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 general circulation in the County of Union the first publication beginning with Jan 28 "1885"

W. O. Shearer

Sworn to and subscribed before me this 3d day of March 1885

Seal J. L. Burgner Clerk.

Afterward on the 19th day of February 1885 the following Entry was made on the Journal of said Court, to-wit-

C. Aultman & Co }
vs }
Elon Rogers et al }

Entry

This cause coming on to be heard, was submitted to the Court upon the pleadings and the evidence and on consideration thereof, the Court find on the issues

joined for the defendants Elon G. Rogers and Dzora J. Rogers.
1st That the mortgage describing the land in the Plaintiffs Petition should not cover nor be given upon said 61 feet fronting on Center Street and running with Parallel lines 167 feet back, and it is ordered by the Court that said 61 feet by 167 feet be stricken out of said mortgage, being the front lot on 5th Street, formerly Center Street. And it is further ordered and adjudged that said Rogers recover of said C. Aultman & Co. his costs made as to said lot fronting on Center Street. The Court further finds that there is due D. H. Henderson on his Answer & Cross-Petition from the defendants Elon G. Rogers and Dzora J. Rogers on the Promissory note last described in the petition including interest to the date of his decree the sum of Three hundred & Fifty five & 1/100 dollars. The Court further find that in order to secure the payment of said note the defendants Elon G. Rogers and Dzora J. Rogers his wife executed and delivered to said D. H. Henderson the defendant their certain mortgage as in the petition described and on the premises therein described. Said mortgage was duly recorded in Book 17 Page 541 of the Records of Mortgages of Union County, and is a good and valid lien on the premises described in the petition, and that the conditions of said mortgage have been broken.

It is further considered by the Court that the Plaintiff recover of the defendants the said sum of Three Hundred and fifty five dollars and Seventy one cents and his costs herein expended. And it is further adjudged and decreed that unless the defendants Elon G. Rogers shall pay or cause to be paid to the said D. H. Henderson herein the sum so found due as aforesaid with interest from Feb. 20th 1885. on or before April 1st 1885. in default thereof the defendants equity of redemption be closed and said premises be sold, and after said 1st day of April and order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Order of Sale.

The Court further finds that there is due the Plaintiff C. Aultman & Co. on his petition from the defendants Elon Rogers & Dzora J. Rogers on the first two promissory notes set forth in the petition past due & unpaid including interest to the date of this decree the sum of Seven Hundred & Seventy Seven & 57/100 dollars.

The Court further find that in order to secure the payment of said notes the defendant Elon G. Rogers and Dzora J. Rogers, his wife, executed and delivered to said C. Aultman & Co. their certain mortgage as in the petition described. excepting the lot fronting on Center

Street 61 feet by 167 feet - which is hereby ordered by the Court to be stricken from said mortgage, which was duly recorded in book — page — of the records of mortgages of Union County and is a good and valid lien on the premises described in the petition excepting lot fronting on Center Street 61 feet by 167 feet and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant Elon G. Rogers the said sum of Seven Hundred and Seventy Seven & 32/100 dollars and his costs herein expended.

And it is further adjudged and decreed that unless the defendants Elon G. Rogers shall within ten days from the entry of this decree pay or cause to be paid to the plaintiff herein the sum so found due as aforesaid with interest from Feb. 20th 1885 the defendants equity of redemption be foreclosed, except the lot so stricken out as aforesaid, and said premises be sold and that an Order of Sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order and this cause be continued.

On the 20th day of April 1885 an 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 and for said County, on the 20th day of Feb. A.D. 1885 in the cause of C. Aultman & Co. Plaintiff and Elon G. Rogers et al. Defendants said C. Aultman & Co. obtained a judgment or decree against said Elon G. Rogers et al for the sum of Seven Hundred & Seventy Seven 32/100 Dollars and — Dollars costs of suit. And whereas it was then and there by said Court ordered, adjudged and decreed that the said Elon G. Rogers shall within — days from the 20th day of Feb. A.D. 1885 pay unto the said C. Aultman & Co. the said sum of Seven Hundred & Seventy Seven & 32/100 Dollars with interest from the 20th day of Feb. A.D. 1885 at the rate of 6 per cent per annum and to the Clerk of this Court the costs of this action herein taxed to $. — and upon default to pay the same, that an Order of Sale issue to the Sheriff of this County commanding him to proceed according to the Statute regulating judgments and Executions at law, and sell the real estate described in Plaintiff's Petition &c. And whereas the days aforesaid have fully expired and the said sum of $777 32/100 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to proceed and appraise advertise and sell as aforesaid the following lands and tenements, to-wit: Situated in the Village of Marysville County of Union and State of Ohio, bounded and described as follows; Beginning at the North West

corner of Matthew Kennedy's lot. on North Street. thence South with said Kennedys line 167 feet to a stake; thence west with a line parallel to Center Street 185 feet to the Northwest corner to M.A. Rogers lot. thence North 167 feet to a stake in the South line of North street, thence East 185 feet with the South line of North Street to the Place of beginning, being part of out Lots Nos 29 & 38 in said Village of Marysville.

We therefore command you that you Proceed to carry said Order judgment & 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 & 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 20th day of April, A.D. 1885

Seal

J.S. Burgner, 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 20th day of April 1885 summon John Mitchell, Israel Slack & A.H. Graham, 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 20th day of April A.D. 1885 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 $900 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 22 day of April 1885 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 23rd day of May A.D. 1885 at 2 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 23rd day of May A.D. 1885 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came C. Aultman & Co. who bid for the same the sum of Six Hundred & Twenty five Dollars and said sum being more than two thirds of the appraised value thereof and said C. Aultman & Co. being the highest and best bidder therefor, I then and there publicly sold & struck off said lands & tenements to them for said sum of $625. Sheriff's Fees. $3.56. Appr's. $3.00 Printers $9.25.

M.A. Hopkins. Sheriff. By A.H.G. Deputy.

Entry.

On the 23d day of May 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

C. Aultman & Co. } vs Elon G. Rogers, etal } Court of Common Pleas. Union County, Ohio.

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 north door of the Court House in Marysville Ohio, on Saturday May 23rd 1885. at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit; Situated in the Village of Marysville, County of Union, State of Ohio, and being known and described as follows, to-wit: Beginning at the North west corner of Mathias Kennedys lot on North Street; thence South with said Kennedys line 167 feet to a stake; thence west with a line parallel to Center Street 185 feet to the north west corner of M.A. Rogers lot; thence north 167 feet to a stake in the south line of North Street; thence East 185 feet with the south line of North Street, to the place of beginning, being part of out Lots Nos 297 & 38 in the Village of Marysville. Appraised at $900.00 Terms of Sale- Cash.
Cameron & Woodburn Attys. Marion Hopkins 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 April 22nd 1885.

W.O. Shearer.

Sworn to and subscribed before me this 22 day of May. 1885.
Clerk J.Q. Burgner, Clerk.

On the 26th day of May 1885 the following Entry was made on the Journal of said Court, to-wit=

Entry. C. Aultman & Co. } vs Elon G. Rogers et al }

This day this cause came on to be heard on the return of the Sheriff of the order of sale issued herein with his report of Proceedings and sale of lands & tenements under said writ. And the Court having carefully examined the said proceedings 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, finds the same to be legal and does therefore approve and confirm the same. It is further ordered that the Sheriff make to the purchaser C. Aultman & Co, a deed in fee simple for the lands & tenements so sold, and the said purchaser is hereby subrogated to all the rights of any lien holder who shall be satisfied 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 the distribution of the purchase money in the hands of the Sheriff. orders that he pay: First. To the Clerk of the Court the costs of this action, taxed at $31.50
Second, that he pay the balance of the money in his hands to plaintiff to apply on plaintiff's claim, to-wit= the sum of $593.50
Attest: J.Q. Burgner. Clerk.

Pleas before his Honor John A Price, 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 & the Third Sub-division of the 10th Judicial District of the State of Ohio, on the 18th day of May in the Year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore to-wit: On the 8th day of June 1885 the following Petition was filed with the Clerk of said Court, to-wit:

James A. Kyle, C.H. Gorden,
and Abram Carey, Plaintiffs
vs
Nathan Howard, Luther Liggett
and Uriah Cahill Commissioners
of Union County, Ohio, and F.J.
Sayer, Engineer Defendants.

Petition 4848

The Plaintiffs James A Kyle, C.H. Gorden & Abram Gorden and Abram Carey who bring this action for themselves and on behalf of M.P. Guy, John Robinson, Morilla Davis, John Benner, Landon Bishop, James Sweeney & others interested with them in the subject matters of this suit, but too numerous to be joined as Plaintiffs, respectfully represent to said Court that C.H. Warner and others filed their petition with said Board of County Commissioners of Union County, Ohio. viz: Nathan Howard, Uriah Cahill & Luther Liggett to improve the public road described as follows: Beginning at the place where the road known as the Warner road intersects the Marysville, Newcalsfonia & Franklin County line improved road in Jerome Township Union County, Ohio. thence S. West with the course of said Warner road to the place where the said Warner road intersects the Madison County line & known as the Warner road in Jerome Township of said County of Union.

The said petition prayed for the improvement of said road by grading and gravelling the same under the two mile law for improving roads. That under said petition the said Board appointed James A. Henderson, John M. Robinson & Garret Owen viewers on the 29th day of September 1884. to view and examine said road and report whether said improvement was necessary &c. & the lots and lands which will be benefited by said improvement and ought to be assessed for the expense of said improvement.

That said viewers made their report and submitted the same to the said Board by written report dated September 30th 1884 & were discharged, which report was in favor of said improvement and gave a list of the lands which would be benefited and should be assessed for the expense of said improvement as follows with the names of the owners of the same as named in said report of said viewers viz: J.G. Bendell, James M. Bishop, Landon Bishop, John Benner N. Beaver, A Carey, Isaac Carey, Harvey Davis, A. Carey Davis,

Beverly Depp. Matilda Davis, S.S. Davis, Benj. D. Evans, J.H. McCampbell, B.H. Evans, J.P. Edwards, Wm. Fulk, James Guy, Alphens Gurden & Beverly Depp. Charles H. Gordon, James A. Kile, Enoch Kile, Jacob Lemmon, David C. Lane, Henry Lamb, Sarah Latimer, Lydia Latimer, N.J. McCampbell, Daniel McClung, J.W. Michaels, Wm. F. Marsh, James A. Mitchell, Wm. Martin, Eunice Martin, A.F. McKitrick, John Robinson sr. John Robinson jr. James Sweeny, Joseph Sweeny, Mathias Sensel, Peter Scott, Samuel Taylor, Samuel C. Taylor, Saidins Ward, Wm. Wagner, D.H. Warner, Eligah Warner, Jesse Weldon, Jesse & Martha Weldon, S. Windle & D. Windle making a total of 61 landowners so reported as aforesaid. The Plaintiffs say that N. Beaver was dead leaving two minor heirs who have no guardian & a widow to whom dower was never assigned & under the law that lot is not represented by a vote. That J.P. Edwards was dead leaving two resident adult heirs & a widow to whom dower has never been assigned in the 4 acres to be assessed in his name. That said widow and two said heirs signed said petition & three of said heirs did not & the vote for that lot should be divided; That Ben. D. Evans was dead & the land in his name to be assessed was assessed by his heirs at law & is number 8 which the widow whose dower has not been assigned & one heir have signed the petition & four have not & the vote for said lot should be divided. That the 44 acres reported by said viewers as benefited & to be assessed & owned by Alphens Guden & Beverly Depp as tenants in common gives to Alphens Guden one vote & Beverly Depp one vote they having bought said lands & taken a deed of conveyance from Wm. Butcher as tenants in common. That Matilda Gordon wife of H.H. Gordon a resident of said County of Union is & was at the time the owner of the lot reported in said report in the name of Sarah Latimer now resident; That L. Warner widow of Eligah Warner is the owner of life estate in the lot reported in the name of Eligah Warner and is entitled to a vote therefor.

That Jesse Weldon is and at the time was dec'd but left resident, adult heirs owners of the land reported in his name. That said Martha Weldon his widow owns a half interest by deed to Jesse & Martha Weldon for the 62 acres reported by said viewers to be assessed in their joint names & she is entitled to one vote therefor.

That S. Wendell and his wife L. Wendell are tenants in common on the 3 acres by deed of purchase, each owning an undivided half thereof & each have one vote for said lot.

That the following residents of said County and are entitled to one vote & all the others named in said report are non residents, to wit: the following are residents & voters: 1 J.G. Bondell 2 James H. Bishop. 3 Landon Bishop. 4 John Benner 5 Isaac Carey 6. A. Carey Davis 7 Beverly Depp & J.H. McCampbell 9 B.H. Evans. 10 Wm. Fulk 11 James Carey heirs 12 Alphens

Euder 13 Charles H Gordon, 14 Jacob Kramer 15 Daniel C. Lane,
16 Henry Lamb. 17 Nancy J. McCampbell 18 David McClung 19 L. H. Mich
aels 20. Wm T Marsh, 21 James A. Mitchell 22 Wm Martin, 23 Eunice
Martin 24 A T McKitrick 25 John Robinson Jr. 26 James Sweeney. 27 Wm
Wagner, 28 D H Garner 29 Lavis Garner, 30 Jesse Weldon heirs, 31 Martha
Weldon, 31 S. Wendle, 32 L. Wendle 33 Matilda Gordon, 34 Mathias Sensel
heirs, making a total of 34 votes represented by resident land
owners reported to be assessed besides said Benj. D. Evans
lot & J. P. Edwards which is divided as aforesaid.
That the following said voters signed petition for
said improvement & no more (all the others having
either never signed it or took their names off by re
monstrance in writing before the Court was made) viz: James
Bishop, Isaac Carey, D H McCampbell, B. H. Evans, Wm Fulk, Jacob
Kramer Nancy J. McCampbell, L. H. Michaels, W. T. Marsh, James R.
Mitchell, Wm Martin, Eunice Martin, A T McKitrick, Wm Wagner
D H Garner, Lavis Garner Total 16. That 19 of said voters did
not sign said petition to-wit- J. G. Bendell, Landon Bishop, John
Bennet, A. Carey Davis, Beverly Depp. James Guy heirs, Alpheus
Euder, Charles H Gordon, Matilda Gordon, David C. Lane, Henry Lamm
John Robinson Jr. James Sweeny, Jesse Welden heirs, Martha Welden
David McClung, S. Wendell, L. Wendell & Joseph C. Sweeny, total 19
votes. That David Mulford is the owner of the ½ of the said
Beverly Depp. lot. & is & was a resident of said County of Union
& did not sign said petition making 36 as the entire vote and
making 20 votes against the petition. That the majority of
said resident land owners liable to be assessed & reported
to be assessed as aforesaid did not sign said petition for
said improvement & the said Board had no authority
therefore to make any further order for said improvement
but on the contrary the said Board counted said J. P.
Edwards one vote for said improvment, Benj. D. Evans, one
for the same & counted Beverly Depp & Alpheus Euder only one
vote together against said improvement and omitted said
Matilda Gordon resident, & who owns the said Sarah Latimer lot.
who was now resident and refused to count Martha Weldon
as a voter there of she owned a half interest by deed of pur-
chase in the 62 acres owned by her & Jesse Weldon in common
& refused to count S. Wendle & L. Wendle as two votes but
counted them as one vote though they each owned said lot & land
by deed of purchase in the proportion of ½ each.
And refused to count Mathias Sensel heirs as a voter & by reason
of said wrongfull count they made a majority for said
improvement & ordered said improvement to be made
in the records of their proceedings & have appointed said
Sager as engineer there of & the said Sager is now engaged
in surveying said road & preparing the grade there of &
incurring expense thereon for the purpose of letting said
improvment & said Board of Commissioners are

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~~fore~~paring to have the expense of said improvement apportioned and assessed on said lands, and a considerable part of said expenses will be assessed upon the plaintiffs & upon them for whom they file this Petition as aforesaid but the amount, they cannot state. That the plaintiffs are within the two miles of said road. The plaintiffs say that all of said Proceedings are illegal & void being carried forward without the petition of said majority within said bounds liable to be taxed as aforesaid.

Therefore plaintiffs pray injunction against said Board of County Commissioners & said Engineer from proceeding under said order of said Commissioners & under said pretended petition to make any assessments upon the lands of the plaintiffs aforesaid or the lands of said parties interested for whom they also file this petition and that all further relief be granted therein which law and equity require.

Robinson & Piper Attys for Pltffs

The State of Ohio Union County s.s. James A. Kile one of the plaintiffs being duly sworn says the allegations of the foregoing petition are true.

J.A. Kile.

Sworn to before me and signed in my presence by James A. Kile this 8th day of June 1885.

(Seal) J.C. Burgner, Clerk.

On the 17th day of June 1885 the following Entry was made on the Journal of said Court, to-wit=

Entry.

James A. Kile et als
vs
Nathan Howard et als

This day came on this cause to be heard by the Court on the application of the plaintiffs for temporary injunction, Thereupon the Court being fully advised in the premises do sustain said motion and allow said injunction as prayed for until the further order of the Court on the plaintiffs giving a lawful undertaking with security to the satisfaction of the Clerk of this Court in the sum of $1000. Said temporary injunction not to prevent said Commissioners from making any preliminary surveys if they wish prior to July 7th 1885.

On the 23d day of June 1885 an Undertaking was filed with the Clerk of said Court, to-wit=

Under taking

James A Kile et al
vs
Nathan Howard et al

The State of Ohio, Union County s.s.
Court of Common Pleas.

We bind ourselves to the said defendants The Commissioners of Union County in the sum of One Thousand Dollars. that the said Plaintiffs, James A. Kile et als. shall pay to the said defendants the damages they may sustain by reason of the injunction

in this action, if it be finally decided that said injunction ought not to have been granted.
Marysville, Ohio, June 18th 1885.
J.A. Kile.
D.C. Lane & A Carey.

This undertaking approved by me this 23d day of June. 1885.
J.C. Burgner, Clerk.

On the 23d day of June A.D. 1885 a 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 Nathan Howard, Luther Liggett & Uriah Cahill Commissioners of Union County, Ohio. and F.J. Sager Engineer. that they have been sued by James A. Kile & H. Gordon 2nd & Abram Carey. in the Court of Common Pleas of Union County and that unless they answer by the 25th day of July A.D. 1885 the petition of said Plaintiffs 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 6th day of July A.D. 1885. Witness my hand and the seal of said Court this 23d day of June A.D. 1885.

(Seal) J.C. Burgner, Clerk.

Endorsed. Injunction allowed.

Sheriff's Return. The State of Ohio Union County ss. Received this writ June 23d A.D. 1885 at 3 o'clock P.M. and pursuant to its command on the 24th day of June A.D. 1885 I served the same by handing the within named defendants a true copy of this writ with the endorsements thereon.
Service 75c Mileage $3.52 Copies .80 = $5.05.
M. Hopkins Sheriff By A.H. Goodwin, Deputy.

On the 6th day of July 1885 the following Answer was filed with the Clerk of said Court, to-wit:

Answer.

James A. Kile, & H. Gordon 2nd & Abram Carey, Plaintiffs.
vs
Nathan Howard, Luther Liggett 2nd & Uriah Cahill Com. of Union County, Ohio. 2nd & F.J. Sager. Defts.

} In the Court of Common Pleas of Union County Ohio.

And now come the said defendants and for Answer to Plaintiff's Petition herein filed, say: That they admit the filing of the said petition of said Plaintiffs and to this with said County Commissioners for the improvement of said Warren road and that said Commissioners granted the prayer of said petition and they deny each and every other allegation in said petition contained.

Brodrick & McCampbell Attys for Defts.

The State of Ohio County of Union ss. Luther Liggett one of the said defendants being sworn makes oath that the facts stated in the foregoing answer are true as affiant believes.

Luther Liggett.

Sworn to by said Luther Liggett before me and

signed by him in my presence this day & July A.D. 1885.
John B. Coats Probate Judge.

(Seal)

On the 6th day & July 1885 the following Notice was filed with the clerk & said Court. to-wit=

Notice & Motion to dissolve Injunction

James A Kile etals. }
vs }
Nathan Howard etals }

Plaintiffs are hereby notified that on the 7th day & July 1885 Defendants will apply to Hon. John A Price, Judge & the Court & Common Pleas & Union County, Ohio. at the Court Room & said Court, for an order, by motion, to dissolve an injunction heretofore granted by said Court, to-wit- at the May 85 term thereof in this cause, and affidavits & the original Papers & said cause will be used on said hearing.

Brodrick & McCampbell. Atty for Defts.

Dated July 2d 1885. Service accepted this 2d day & July 1885.
Robinson & Piper Attys for Plffs.

On the 6th day & July 1885 a Motion was filed with the Clerk & said Court, to-wit=

Motion

James A. Kile etals }
vs } In the Court & Common Pleas. Union County, Ohio
Nathan Howard, etals }

And now come the said defendants and move the Court to dissolve the injunction heretofore granted herein, and for grounds thereof say:
1st That the facts set forth in said Petition, if true, are not sufficient to constitute a cause & action against said defendants, and
2d That the facts set forth in said Petition are not true.

Brodrick & McCampbell Attys for Defts

Afterward on the 7th day & July 85 the following Entry was made on the Journal & said Court, to-wit=

Entry

James A. Kile etal }
vs }
Nathan Howard etals }

This day came the parties to this cause and submitted the cause to the Court on the Pleadings and evidence. Whereupon the Court being fully advised in the premises finds for the Plaintiffs on the issue joined.
Whereupon it is considered, ordered & decreed that the injunction prayed for in the Petition be granted & be made Perpetual and that Plaintiffs recover & the defendants their costs herein expended taxed to $—

Attest: J. D. Burgner Clerk.

Pleas before his Honor Caleb H. Norris, Judge of a Court of Common Pleas, begun & held at the Court House in the town of Marysville, within & for the County of Union & State of Ohio, of the Third Subdivision of the 10th Judicial District of the State of Ohio on the 16th day of February in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit- on the 22d day of March 1884 the following petition was filed with the Clerk of said Court to-wit-

Petition #497

James B. Cole, Plaintiff
vs
H. H. Justus, Robert Sandler and C. Eickemier
Defendants

} Court of Com. Pleas. Union County, Ohio

On the 25th day of April 1883 in an action then brought by defendant, H. H. Justus, before A. J. King a Justice of the Peace of Paris Township, Union County, Ohio, and numbered on the docket of said Justice against John Warner to recover possession of certain personal property, the defendants executed their written undertaking to the said John Warner, a copy of which is hereto attached, and thereby became bound to the said John Warner in the sum of Two Hundred & five dollars. conditioned that said H. H. Justus would duly prosecute said action and pay all costs and damages which might be awarded against him. And thereupon an order of delivery was issued and said property was taken from said John Warner's possession. Such proceedings were had in said cause that on the 4th day of February 1884 judgment was rendered in said cause in the Court of Common Pleas of said County to which said cause had been removed by appeal from said J.P. Court in favor of the said John Warner and against the said H. H. Justus in the sum of $141 damages & $18.98 costs. On the 7th day of February 1884 said John Warner duly assigned said judgment to the Plaintiff. On the 12th day of March 1884 the Plaintiff duly caused an execution to be issued on said judgment, but the same was returned wholly unsatisfied and no part of said judgment has been paid. Wherefore Plaintiff asks judgment against defendants in said sum of $159.98 with int. from Feb. 4th 1884.

J. B. Cole & Son. Attys for Pltff.

State of Ohio Union County ss. J. B. Cole being sworn says the facts stated & allegations in his foregoing pleading are as he believes true.

J. B. Cole.

Sworn to and subscribed before me this 22d day of March 1884.

Seal

J. L. Burgner, Clerk.

Copy of Bond

Summons

Sheriffs Return

Demur

Demur

Copy of Bond

H.H. Justus
vs
John Warner
} In Replevin before A.K. King J.P. of Paris Township Union County & State of Ohio.

We bind ourselves to the defendant John Warner in the sum of Two Hundred Five Dollars that the said plaintiff H.H. Justus shall duly prosecute this action and pay all costs and damages that may be awarded against him and shall return the property replevined if the same shall be adjudged to be returned to this defendant.

(Signed) H.H. Justus, Robert Sauder, C. Eickemier.

On the 22d day of March 1884 a 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 H.H. Justus, Robert Sauder and C. Eickemier that they have been sued by J.B. Cole in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of April A.D. 1884 the petition of the said J.B. Cole 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. 1884. Witness my hand and the seal of said Court this 22d day of March A.D. 1884.

J.L. Burgner, Clerk. By W.W. Stringer Deputy.

Action on appeal Bond, Amount claimed $159.98

Sheriff's Return

The State of Ohio Union County ss. Received this writ March 22d A.D. 1884 at 2 o'clock P.M. and pursuant to its command on the 29th day of March A.D. 1884 I served the same by delivering to Robert Sauder & C. Eickemier a true copy of this writ with the endorsements thereon, the within named H.H. Justus not found in my County. Service 60 Mileage 48 Copy 60 = $1.68.

John Hobensack Sheriff.

On the 19th day of April 1884 a Demurrer was filed with the Clerk of said Court, to-wit-

Demurr

James B. Cole
vs.
H.H. Justus et al
} In Union County Court of Common Pleas.

Now comes the said defendants and demur to the petition of said plaintiff and for grounds of demurrer say. That said plaintiff has not legal capacity to sue in this case That said petition does not state facts sufficient to constitute a cause of action against the defendants and in favor of said plaintiff.

J.L. Cameron Atty for Defts.

On the 30th day of April 1884 a Demurrer was filed with the Clerk of said Court, to-wit-

Demurr

J.B. Cole
vs
H.H. Justus et als
} In Union County Court of Common Pleas.

Now come the said defendants and demur

to the petition of said plaintiff and for grounds of demurrer say; That said plaintiff has not the legal capacity to sue in this action There is a misjoinder of parties plaintiff. There is a defect of parties plaintiff & defendant. Several causes of action are improperly joined. The said petition does not state facts sufficient to constitute a cause of action.

J.L. Cannon Atty for Defts.

On the 17th day of May 1884 the following Entry was made on the Journal of said Court, to-wit-

Entry

James B. Cole
vs
H.H. Justus et al

This cause being heard on the demurrer to the petition, the Court does ~~find~~ on consideration overrule the same, and on motion the defendants are allowed to answer within thirty days.

On the 28th day of June 1884 an Answer was filed with the Clerk of said Court, to-wit-

Answer.

J.B. Cole Plaintiff.
vs
H.H. Justus, Robert Sauler and C. Eckemyer.
} In Union County Court of Common Pleas.

Now come the defendants Robert Sauler and C. Eckemyer and for their seperate answer in this case say; That they deny that said John Warner on the 7th day of Feb. 1884 or at any other time made a valid assignment of said judgment to the plaintiff and deny that there was any consideration for said pretended assignment, and deny that said plaintiff is the legal owner & holder of said judgment or has any right to enforce the same as to the proceeds thereof. They further say that said plaintiff is the attorney for said Warner and was his attorney at the time said judgment was rendered and that he knew said H.H. Justus had legal & equitable defenses to the collection of said judgment and that said plaintiff took the pretended assignment of said judgment to cover up and prevent the said H.H. Justus from asserting & enforcing his legal & equitable defenses to the collection thereof.

Second Defence. These defendants further answering say That after said judgment was rendered to-wit- on the 25 day of March 1884 the firm of Fitch, Nipgen & Co. doing business in Dayton Ohio. having then a legal claim against said John Warner in the sum of One Hundred & Twenty Eight Dollars & eighty six cents, commenced their proceedings in Attachment before James O. Jeffries a Justice of the Peace in Dayton Township Montgomery County Ohio. and by affidavit duly filed caused an attachment to issue against the said John Warner and notice to be duly served upon said H.H. Justus as garnishee in said action, whereupon

said Justus was compelled to and did appear & answer in said action as garnishee disclosing the fact of his indebtedness to said Warner upon the judgment rendered in Plaintiffs petition and that such proceedings were then had by and before said Justice of the Peace in said attachment proceedings and under said notice, examination and truthful answers of said H.H. Justus as garnishee that on the 4th day of March 1884 said H.H. Justus as garnishee in said action was by said Justice of the Peace ordered to pay into his court the full amount of his said indebtedness to said John Warner upon the said judgment to-wit- the sum of One Hundred and forty one dollars and interest from the date of said judgment, That afterwards to-wit- on the 15th day of April 1884 the said H.H. Justus pursuant to the order and judgment of said Justice of the Peace paid into his court the said sum of One Hundred & Forty one dollars and interest & costs and was by said Justice of the Peace discharged.

These defendants say that all the proceedings of said Justice of the Peace were duly & legally conducted under the laws of Ohio. relating to attachment and garnishee proceedings, and that at the time said notice was served upon him as garnishee and at the time he appeared and answered as such garnishee said H.H. Justus had no notice or knowledge of the pretended assignment of said judgment nor had he at the time he paid said money under the order of said Justice of the Peace any notice or knowledge whatever of the pretended assignment of said judgment.

These defendants say that said H.H. Justus is not a resident of said County of Union but is a resident of the County of Montgomery, Ohio. and that he has not been served with summons in this action and that there has accrued against these defendants no several or seperate action and that no part of the costs in the said proceedings and judgment mentioned in the plaintiffs petition has been paid and no part of said costs has been assigned to plaintiff nor has the plaintiff any right to receive or collect any part of said costs

Third Defense These defendants say that as sureties only for said H.H. Justus and in no other manner they signed a paper purporting to be a Bond in replevin but their recollection of the contents of the same is that it only required said H.H. Justus to return the goods replevined in the event that he failed in his case and they say that no demand has yet been made upon him to return said goods and these defendants deny that the copy attached to the plaintiffs is a true copy of the Bond signed by these defendants.

Wherefore these defendants ask that they may go hence without day and recover their costs, and for all proper relief

Cameron & Woodburn Attys for Defts.

State of Ohio Union County s.s. C. Eckemeyer being first duly sworn deposes & says that the facts stated and allegations made in the foregoing Answer are true as he believes.

Christian Eckemeyer.

Sworn to before me and signed by C Eeckemeyer in my presence this 28th day of June 1884.

F. B. Hamilton Notary Public.

On the 12th day of July 1884 a Motion was filed with the Clerk of said Court, to-wit:

James B. Cole. vs H.H. Justus et al } In Union Common Pleas.

Motion

Now comes the Plaintiff and moves the Court to order the following parts of defendants answer herein stricken out, viz: In 1st Defense.

The denial of the validity of assignment, because it raises no issue. The denial of consideration, because it is immaterial and denies what is not alleged. The denial of ownership holding & right to enforce & proceed, because said denials raise no issue and are legal conclusions merely. The allegations of attorneyship & knowledge & purpose, because said allegations are immaterial.

In Second Defense, The words, "Having them a legal claim against John Warner in the sum of One Hundred & twenty eight dollars & Eighty six cents", because redundant. "Whereupon said Justus was compelled to and did appear and answer in said action as garnishee, disclosing the fact of his indebtedness to said Warner upon the judgment mentioned in Plaintiff's Petition", because redundant. "And under said notice examination & truthful answers of said H.H. Justus as garnishee", because redundant & by way of recital & argumentation. "Of his said indebtedness to said John Warner upon the said judgment to-wit: the sum of One Hundred & forty one dollars & interest from date" because redundant and by way of recital & argumentation. The words "and costs" because inconsistent with the alleged order, not ordered.

"All the proceedings of said Justice were duly & legally conducted under the laws of Ohio relating to attachment & garnishee proceedings" because redundant & a legal conclusion merely. The words alleging want of notice or knowledge of assignment, because immaterial. The allegations as to the residence of H.H. Justus, because immaterial. The allegations of want of summons; because he has voluntarily appeared by filing a demurrer, & said allegations are immaterial. The allegation as to accrual of action, because a legal conclusion merely.

The allegation as to payment of costs, because immaterial. The averment as to assignment & right to collect costs because a legal conclusion merely.

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to the 3d Defense. The allegation as to how & what they signed & its contents, as to demand Because irrelevant. And for want of said amendments said answer be stricken from the files.

P.B. Cole & Son Atty for Plaintiff

On the 12th day of July 1884 a Motion was filed with the Clerk of said Court, to-wit:

James B. Cole
vs
H.H. Justus et al
} Union Common Pleas.

Motion

Now comes the plaintiff and moves the Court to order defendants to make their 2d defense more definite & certain by stating what amount they claim to have paid in as costs & if they pretend that said Justus paid any of the cost claimed by plaintiff in this suit under said attachment proceedings; & Stating what amount of costs he claims to have paid as alleged in addition to the $141. & interest.

2. State if they claim the money claimed to be due in this action from defendants to plaintiff was attached by due process of garnishment and if that is the money ordered to be paid into the Justice's costs & if suit commenced vs Warner.

3. By attaching a transcript of said proceedings & orders, and by stating if Judgment was had thereon vs Warner & if such service was had on him & how service was made on him & stating whether, if there was Judgment, same has been paid or not wholly or in part.

4. State how said Justus was discharged.

P.B. Cole & Son Attys for Pltff.

On the 6th day of September 1884 a Motion was filed with the Clerk of said Court, to-wit=

James B. Cole
vs
H.H. Justus et al
} To the Court of Common Pleas Union County, Ohio.

Motion

The defendants Eickemeyer & Sauder move the Court for an order to strike from the files the plaintiffs motion entitled "Motion to strike from answer" and for cause says said motion is not addressed to this Court and will be much greater incumberance to the record than matter asked to be stricken from the answer.

J.L. Cameron Atty for Defts.

On the 16th day of Sept. 1884 a Reply was filed with the Clerk of said Court, to-wit=

James B. Cole
vs
H.H. Justus et al
} Court of Common Pleas, Union County, Ohio.

Reply.

Now comes the Plaintiff & for reply to first defense in answer says he denies the knowledge & the motives each & all imputed to him in said defense.

And for Reply to 2d defense of answer says he denies the want of knowledge & notice on the part of said Justus therein alleged

And for reply to 3d defense he says a demand of said goods made has been vain & futile. They were removed from this County immediately after seizure on replevin by said Justus as the answering defendants well know.

Further replying to 2d defense he says said garnishee proceedings were collusive between said Justus & said Fitch Nipgen & Co. for the purpose of defeating the collection of said judgment under the assignment.

And asks judgment as in his petition.

J.B. Cole Pltffs Atty.

State of Ohio Union County ss. J.B. Cole being sworn says that the facts stated & allegations in his foregoing pleading are as he believes true

J.B. Cole.

Sworn to and subscribed before me this 16th day of September 1884.

J.L. Burgner Clerk.

Motion

Entry

Amended Reply

Out the 22d day of Sept. 1884 an Amended Reply was filed with the clerk of said Court, to-wit:

James B. Cole
vs
H.H. Justus et al
} Common Pleas. Union County.

Now comes the Plaintiff & for reply to the 1st defense of answer says he denies the knowledge & purpose therein imputed to him. And for reply to 2d defense of answer says he denies the want of knowledge & notice on the part of said Justus therein alleged. And says said garnishee proceedings were collusive between said Justus & Fitch Nipgen & Co. for the purpose of defeating the collection of said judgment under said assignment, and that said Justice of the Peace had no jurisdiction in the premises and that said Justus neglected to make full & proper answer in said case. And he says defendants knew of said assignment & could & ought to have notified said Justus thereof in time for him to have set it up in his answer as garnishee & thus prevented said order & payment and are therefore estopped to plead herein his want of notice thereof.

For reply to 3d defense he says said goods were removed & disposed of by said Justus outside of this County and so that their return was impracticable at & after said judgment, and a demand therefor would be futile & vain as they well know. Plaintiff denies each and every allegation of the answer that tends to impeach the validity of said assignment or his right to recover, and not denied above & prays as in his petition

J.B. Cole Plaintiff's Atty

State of Ohio Union County ss. J.B. Cole being sworn says the facts & allegations in his foregoing pleading are as he believes true

J.B. Cole.

Sworn to and subscribed before me this 22d day of September 1884. Seal J.L. Burgner, Clerk.

On the 5th day of March 1885 a Motion was filed with the clerk of said court, to-wit:

Motion

James B. Cole
vs
Horace H. Justus et als

In Union County Court of Common Pleas.

The defendants Samuel & Eckemeyer move the court to set aside its finding of facts and decision in this case and grant a new trial for the following reasons.
1st There was irregularity in the proceedings of the court by which the defendants were prevented from having a fair trial.
2d There was an error of assessment of the amount of recovery the same being too large.
3d That the decision of the court is not sustained by sufficient evidence and is against and contrary to the weight of the evidence.
4th The court erred in its finding of facts.
5th The court erred in its conclusions of law.
6th The defendants have discovered new & material evidence which they could not with reasonable diligence have discovered and produced at the trial
7th There was error of law occuring at the trial and excepted to at the time.

J.L. Cameron Atty for Samuel & Eckemeyer

Afterward on the 6th day of March 85 the following Entry was made on the Journal of said court, to-wit:

Entry

James B. Cole Pltff
vs
H.H. Justus, Robert Samuel & C. Eckemeyer, Defts.

Common Pleas, Union County, Ohio.

This cause now coming on for hearing and a jury being waived was submitted to the court on the pleadings & evidence. And the court being fully advised in the premises on the request of the defendants Robert Samuel & C. Eckemeyer that its conclusions of fact be stated separately from its conclusions of law, find as its conclusions of fact. First, That the plaintiff had a bona fide assignment of said judgment as alleged in his petition and that execution issued thereon and was returned as alleged unsatisfied.
Second. That said defendant H.H. Justus had notice of said assignment before any order was made upon him and before any judgment was rendered against him as garnishee in said proceedings in attachment and garnishment recited in defendants answer and before he paid any of the money over in said proceedings
And as its conclusions of law upon the above facts the court find that the plaintiff is entitled to recover of said defendants Robert Samuel & C. Eckemeyer the amount claimed in said petition with interest as

claimed, on said Bond in the petition described and that there is due thereon from said defendants to plaintiff the sum of $149.74 debt & $18.98 costs. It is therefore considered that the said plaintiff recover of said defendants the said sum of ($168.72) One Hundred Sixty Eight & 72/100 dollars and his costs therein expended taxed to $. Deft. excepts.

Attest

Pleas, before his Honor John A. Price, Judge of a Court of Common Pleas, begun & held at the Court House in the town of Marysville, within & for the County of Union & the Third Subdivision of the 18th Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord One Thousand Eight Hundred & Eighty five

Heretofore to-wit- on the 28th day of February 1884 the following Petition was filed with the Clerk of said Court to-wit:

Petition 4475

D.B. Botkin Plaintiff
vs
Lucinda J. Gregg, James O. Gregg, Sr. Lee and Robinson & Robinson Defts.
} Court of Common Pleas, Union County, O.

The Plaintiff says: That on the 26th day of August A.D. 1883, the defendants, Lucinda J. Gregg and James O Gregg her husband made and delivered to F.M. Taylor their promissory note of that date of which the following is a copy, to-wit=

"August 26th 1883"

"Three years after date we promise to pay to the order of F.M. Taylor"
"Two Hundred & Eighty eight & 38/100 Dollars value received with interest"
"at eight Percent Per annum."
"$288.38

"Os Gregg"
"Lucinda J. Gregg."

There are no credits thereon. Plaintiff before the maturity thereof for a full, fair & valuable consideration purchased said note of said F.M. Taylor who indorsed it to Plaintiff & Plaintiff is now the legal owner and holder thereof.

Plaintiff says that said James O. Gregg who sometimes writes his name as Os Gregg, his middle name being Oscar, is and was at the time said note was given insolvent and that Lucinda J. Gregg his wife, who joined with him in the execution of said note was then & is now the owner in her own right in fee of the following lands & tenements, Situate in the County of Union and State of Ohio & in the Township of Dover, being a part of U.M. Survey No. 5498 & bounded and described as follows= Beginning at a stone and two beeches North east corner to Lot No 3 of the subdivision of Survey No 5498, thence with the north line of said lot S. 81° W. 33 poles to a stone, corner of lands formerly owned by Isaiah Brown, thence with the east line of said lands S 9° E 120 3/4 poles to a stone South East corner to said lands.

in the South line of said Survey No 5498 thence with said line N. 81° E. 80 49/100 poles to a stone (witness 3 ash saplings) thence N. 9° W. 248 poles to a stake in the center of Blues Creek (witness a stone on the South bank thereof.) thence up the creek with the meanders thereof to a stake in the creek (witness an ash & three water beeches, North east corner to Lot No 4) thence with the last line of said Lot. S. 9° W. 182 poles to the beginning, containing 104 acres more or less.

Also the easterly two thirds of Lot No 4 of the Subdivision of Survey No 5498 Beginning at a stake in the center of Blues Creek (witness an ash and three water beeches) North West corner of Lot No 2 of said Survey No 5498 thence with the west line of said lot No 2 S. 9° E. 82 poles to a stone and 2 beeches North East corner to Lot No 3, thence with the north line of said Lot, S 81° W. 49 2/100 poles to a stake, thence N 9° W. 200 poles to a stake in the center of said creek, thence down the Creek with the meanders thereof to the beginning containing 66 2/3 acres more or less Excepting from the whole premises 8½ acres heretofore conveyed by Lucinda J. Gregg to J. H. Perkins & P. J. Sherman, leaving 162 16/100 acres more or less. Plaintiff says that the indebtedness for which said note was given was allowed to be incured and said note was taken because said Lucinda J. Gregg was the owner in fee of said Real estate and on the faith thereof and that in signing said note said Lucinda J. Gregg expressly intended to and did thereby bind her separate property & estate for the payment thereof.

Plaintiff says that defendants S. K. Lee & Robinson & Robinson have some claim upon said lands as appears of record by virtue of certain mortgages held thereon by them, and asks that they each be required to answer & set forth what interest if any they now have or claim to have in or against said lands so that in case of sale all parties in interest may be protected and the purchaser obtain a perfect unincumbered title.

Therefore Plaintiff asks that said amount of Two Hundred & Eighty Eight & 35/100 Dollars @ 8% interest from the 26th day of August 1880 be adjudged to be due to him and that said seperate property & Estate of said defendant Lucinda J. Gregg herein described be subjected to the payment of the same and that in default of payment of the same within a short time to be fixed by the Court that said lands and tenements may be ordered to be sold, and for judgment against said James O. Gregg for the amount due and for such other & further relief as equity and the demands of the case may require.

A. J. Carpenter Atty for Plaintiff.

The State of Ohio Union County ss. D. C. Bothin the above named plaintiff being sworn says that the facts stated and allegations contained in this foregoing petition are true as he verily believes.

D. C. Bothin.

Sworn to by D. C. Bothin before me and signed by him in my presence this 28th day of Feb. A. D. 1884

(Seal)

J. D. Burgner Clerk

Praecipe Clerk Issue Summons to the Sheriff of Union County for all defendants except S.H.Lee returnable according to law. Endorse Amount Claimed $288.36 @ 8% from Aug. 26th 1880 and order subjecting separate estate of Lucinda J. Gregg to the payment thereof"

A. Harpenter Atty for Plaintiff.

I hereby waive the issuing & service of Summons in the above entitled action and enter my appearance herein.

Leoshocktown O. March 16th 1884. Samuel H. Lee.

On the 28th day of February 1884 a 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 Lucinda J. Gregg. James O. Gregg. Ed Robinson & Robinson that they have been sued by D.C. Bothin in the Court of Common Pleas of Union County and that unless they answer by the 29th day of March A.D. 1884 the petition of said D.C. Bothin 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 10th day of March A.D. 1884. Witness my hand and the seal of said Court this 28th day of Feb. A.D. 1884.

J.D. Burgner, Clerk.

Endorsed, Amount claimed $288.38 and interest as follows, at 8% on $288.38 from Aug. 26th 1880. and order subjecting seperate estate of Lucinda J. Gregg to the payment thereof.

Sheriff's Return The State of Ohio Union County ss. Received this writ Feb. 28th A.D. 1884 at 9 o'clock P.M. and pursuant to its command on the 2d day of March 1884 I served the same by delivering a true copy of this writ with endorsments thereon to the within named A.B. Robinson. J.H. Robinson & Lucinda J. Gregg & by leaving a copy of the same for James O. Gregg. Service $0.75 Mileage $1.20 Copy .88 = $2.83

John Hobensack Sheriff.

Afterwards on the 5th day of May 1884 the following Entry was made on the Journal of said Court, to-wit=

Entry D.C. Bothin vs Lucinda J. Gregg et al

This cause coming on for hearing was submitted to the Court upon the Pleadings & evidence, On consideration whereof the Court find that the defendants Lucinda J. Gregg and James O. Gregg, after deducting a credit of Seventy five dollars said April 1st 1884 & since this action was commenced, are still indebted to the Plaintiff in the sum of Two Hundred and Ninety six & 43/100 Dollars. ($296.43). The Court further find that the defendant Lucinda J. Gregg at the time of incurring her liability, intended to and did charge her seperate Property and estate with the payment of the same. It is therefore considered by the Court that the Plaintiff D.C. Bothin recover from the defendants, Lucinda J. Gregg and James O. Gregg

the said sum of Two Hundred & Ninety six & 4/100 dollars @ 8% untill from the 1st day of April 1884 and his costs herein expended and execution is awarded against the seperate estate of said Lucinda J. Gregg therefor

As to defendants Samuel H. Lee & Robinson & Robinson who hold mortgage leins on the lands described in plaintiffs petition which are prior & better than that of plaintiffs, this cause is continued.

Pleas before his Honor John A Price Judge of a Court of Common Pleas begun & held at the Court House in the town of Marysville, within & for the County of Union & State of Ohio on the 14th day of October in the year of our Lord One Thousand Eight Hundred & Eighty five.

Hereto for to-wit: on the 23d day of August 1884 the following Petition was filed with the Clerk of said Court, to-wit=

Florence G. Smith
vs
William C. Smith
} Court of Common Pleas. Union County, Ohio.

Petition #590

The Plaintiff says. She has been a resident of the State of Ohio for the year last passed and is at present a bona fide resident of Union County. Ohio.

That on or about the 22d day of February 1879 at LaRue in the County of Marion and State of Ohio she was married to the defendant Wm. C. Smith and has ever since conducted herself towards him as a faithful & obedient wife. That the defendant regardless of his duties as a husband towards said plaintiff was on or about the 26th day of May 1882, guilty of extreme cruelty towards her the said plaintiff to-wit: he drove said plaintiff from her home with a hatchet and threatened her with violence if she returned and when she was absent from home by reason of said violence he sold said plaintiffs furniture and all other furniture in the house and refused to provide a home for her the said plaintiff or their child.

That the said defendant Wm. C. Smith has also been guilty of gross neglect of duty towards said plaintiff to-wit= he has from and since said 26th day of May 1882 failed wholly to provide for plaintiff or said child the common neccessaries of life, or any support of any kind, and plaintiff has been compelled to earn her own living and support said child. That there has been no just cause or provocation on plaintiffs part for said cruelty and neglect of duty. That she had while living with said defendant one child, a girl, named Elsie now of the age of four years. Plaintiff therefore prays that she may be divorced from the said Wm. C. Smith. That the custody of the child may be decreed to her and that she may have such further relief as equity may require.

S.S. Gardiner Atty for Pltff.

State of Ohio, Union County } ss. Florence G. Smith being duly sworn says the facts and allegations in the foregoing

petition contained are true as she verily believes.
Florence G. Smith.

Sworn to and subscribed in my presence by Florence G. Smith this 11th day of August 1884.
F. M. McAdams. J.P.

Praecipe. To Clerk: Issue Summons upon the within petition together with copy of petition to Sheriff of Clark County Ohio returnable according to law in divorce cases.

Summons. Out the 28th day of August 1884 a Summons was issued by the Clerk of said Court, to-wit:
The State of Ohio Union County ss. To the Sheriff of Clark County;
You are commanded to notify Wm. G. Smith that Florence G. Smith has filed in the Office of the Clerk of the Court of Common Pleas of Union County and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) charging him with Gross neglect & cruelty, 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 1st day of Sept. A.D. 1884. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 28th day of August A.D. 1884
(Seal) J. D. Burgner Clerk By W. M. Stringer Dep'ty
In action for divorce & custody of child.

Sheriff's Return. Received 9 o'clock A.M. on the 29th day of August A.D. 1884 and on the 30th day of August A.D. 1884 I served the same by delivering to him in person a true copy thereof with the endorsements thereon together with a copy of the petition. Sheriff's Fees. $1.25
James Toby Sheriff By W. A. Stout Deputy.

Afterward on the 6th day of Nov. 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry. Florence G. Smith
vs
Wm. G. Smith

This day came the plaintiff and the defendant having been duly served with summons and copy of the petition herein and having failed to appear, the Court find him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him 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 hereto were married as in said petition set forth the Court further find from the evidence adduced that the defendant has been guilty of extreme cruelty toward plaintiff and has also been guilty of gross neglect of duty towards her & 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 Florence G. Smith and Wm C. Smith 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 & control of the said child Elsie of the parties hereto be until further order confided to the said Plaintiff exclusively, and the defendant is hereby enjoined from interfering in any manner with said child or with the custody of said child or from visiting it until further order of the Court. And it is further considered by the Court that the said Plaintiff pay the costs of this proceeding & execution is awarded

Attest: J. D. Burgner Clerk.

Pleas before his Hon John A Price 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 & the Third Sub-division of the 15th Judicial District of the State of Ohio on the 19th day of October in the year of our Lord One Thousand Eight Hundred and Eighty five. Heretofore to-wit on the 15th day of August 1884 the following Petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition #579

George B. Carpenter Plaintiff
vs
Fredrick Stuckey, Cyrus Moore & Henry Neumeister & Geo B. Hamilton. Defendants.

} Court of Common Pleas Union County O.

The Plaintiff says: That on the 1st day of April A.D. 1882 the defendant Fredrick Stuckey and one John B. Adams made and delivered their eight promissory notes of that date and thereby promised to pay to one Rodney R. Randall or order $350.00 Nov 1st 1882, $350.00 Nov. 1st 1883, $800 in two years, $800. in three years, $800 in four years, $800. in five years, $800 in six years thereafter with int. @ 6% on all of said notes from the date thereof. The first note above described has been paid (a copy of the second note above described is hereto attached marked Exhibit "A") 2d The defendant Fredrick Stuckey and said John B. Adams on said 1st day of April 1882 to secure the payment of said note executed and delivered to said Rodney R. Randall their mortgage deed and thereby conveyed to the said Rodney R. Randall his heirs and assigns the following lands and tenements situate in the County of Union and State of Ohio. and in Jackson Township and bounded and described as follows: to-wit= Beginning at a beech, Sugar tree and Buckeye S.E. corner to John Blackwell & others Survey No 9922 and N.E. corner to Peyton Masons Survey No 9899 and N.W. corner to Maud Bird & Wm Burnard Scott's Survey No 4569 running with said Scotts line N 78° E. 200 poles to a stake N.E. corner to the Survey; thence N. 12° W. 80 poles to a stake corner to John P. Stouts land; thence S. 78°

Ch. 200 poles to a stake in the line of said Blackwell & others Survey; thence with their line S. 12° E. 80 poles to the beginning, Containing One Hundred acres more or less. The condition contained in said deed was in substance that if said mortgagors should well and truly pay said above described notes & interest as the same severally became due then these presents should be void otherwise to be and remain in full force & virtue in law.

3d On the 27th day of April A.D. 1882 at 5 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 8, 1882 in Volume 17 Page 472 of Mortgage Records of said County.

4th Afterwards for a full, fair and valuable consideration said R.R. Randall sold and assigned the second note of $350 due April 1st 1883 to the plaintiff who is now the legal owner and holder thereof. Afterwards said R.R. Randall sold and assigned the remaining notes and mortgage securing the same to Cyrus Moore, who afterwards sold two of said notes to defendant Geo. B. Hamilton and said Cyrus Moore, Geo. B. Hamilton and the plaintiff are now the owners of all of said notes and the mortgage securing the same and no other person as plaintiff is advised or is any interest in said notes. And defendant Henry Muenster holds a second Mortgage on said land.

Plaintiff further says that said notes were given for the balance of the purchase money for the above described land, and that after their execution and delivery, to-wit on or about the 17th day of November 1883 said John B. Adams and Emma A. Adams his wife conveyed their entire interest in the above described lands to the defendant Fredrick Stuckey and said Stuckey in consideration therefor assumed and agreed to pay the notes and mortgage hereinbefore described and that Fredrick Stuckey is now sole owner of the lands covered by said mortgage.

5th Plaintiff says said deed has become absolute and there is due and remaining unpaid upon the note held by plaintiff the sum of Three Hundred & Fifty dollars with interest from the 1st day of April 1882

6th The plaintiff therefore asks judgment against the said Fredrick Stuckey for said sum of Three Hundred and Fifty dollars with 6% interest thereon from the 1st day of April A.D. 1882 and that said mortgage may be foreclosed said premises ordered to be sold and the proceeds applied in satisfaction of said debt and for all proper relief.

A.T. Harpenter Atty for Pltff.

The State of Ohio Union County ss. A.T. Harpenter being sworn says he is the attorney for the above named plaintiff duly authorized herein that the plaintiff is a now resident of said County of Union and now absent therefrom. Affiant further says that the facts stated & allegations contained in the foregoing petition are true as he verily believes.

A.T. Harpenter.

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Sworn to by A.T. Carpenter before me and signed by him in my presence this 15th day of August A.D. 1884.

J.C. Burgner Clerk.

Compl. Seal
To Clerk: Issue summons in above case returnable according to law
Endorse: "Action on note & mortgage. Amt. claimed $350.00, int. from
April 1st 1882. & foreclosure of mortgage prayed for.

A.T. Carpenter Atty for Pltff.
Richwood, Ohio. April 1st 1882.

Copy of Note.
"$350.00
"April 1st 1883 after date I promise to pay to the order of Rodney A. Randall
"Three hundred & Fifty Dollars at 6% interest from date, value re-
"ceived

"Fredrick Stukey"
"John B. Adams."

On the 15th day of August 1884 a 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 Fredrick Stukey Cyrus Moore and George B. Hamilton that they have been sued by George B. Carpenter, in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of Sept. A.D. 1884 the petition of George B. Carpenter 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 25th day of August A.D. 1884. Witness my hand and the seal of said Court, this 15th day of August A.D. 1884.

Seal
J.C. Burgner, Clerk.

Endorsed; In action on note and mortgage, Amount claimed $350.00 at 6% interest from April 1st 1882, and foreclosure of mortgage prayed for.

Sheriff's Return The State of Ohio Union County ss. Received this writ Aug. 15th 1884 and pursuant to its command on the 21st day of August A.D. 1884 I served the same by delivering to the within named Fredrick Stukey, Cyrus Moore and George B. Hamilton a true copy of this writ with endorsements thereon, Service 6c. Mileage $1.00 Cop. 6c. = $1.20

John Hobensack Sheriff.

On the 23d day of August 1884 a Precipe was filed with the Clerk of said Court, to-wit:

Precipe
Geo. B. Carpenter.
vs
Fredrick Stukey et al

Court of Common Pleas, Union County, Ohio.
Marysville Aug. 23d 1884.

To the Clerk of said Court: Issue Summons in the above case for Henry Nuemeister directed to the Sheriff of Franklin County Ohio with same endorsements as on petition. returnable according to law.

A.T. Carpenter Atty for Pltff.

On the 23d day of August A.D. 1884 a Summons was issued by the Clerk of said Court to-wit=

Summons The State of Ohio Union County s.s. To the Sheriff of the County of Franklin Greeting:

We command You to notify Henry Muemister that he and others have been sued by George B. Carpenter in the Court of Common Pleas of Union County and that unless he answer by the 20th day of September A.D. 884 the petition of said George B. Carpenter 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 September A.D. 1884. Witness my hand and the seal of said Court this 23d day of August A.D. 1884.

Seal. J. B. Burgner, Clerk. By W. W. Winget Dep'ty.

In action on Note & Mortgage. Amt. claimed $350 50/100 + 6% interest from April 1st 1882 Foreclosure of Mortgage prayed for.

Sheriff's Return

The State of Ohio Franklin County ss. Received this writ August 25th '84 and pursuant to its command on the 26th day of August 1884 I served the within named Henry Muemmister by delivering to him a true copy of this writ with endorsements thereon

Sheriff's Fees $1.40

Louis Hemmilein Sheriff
By P. J. Sullivan Deputy.

On the 30th day of August 1884 the following Cross Petition was filed with the Clerk of said Court, to-wit=

George B. Carpenter
vs
Fredrick Stuckey
G. B. Hamilton et al

} Court of Common Pleas Union County, O.

Cross Pet. of G. B. H.

And now comes the defendant G. B. Hamilton and says, that he admits the allegations of Plaintiffs Petition to be true, and by way of Cross Petition alleges that on the 4th day of April 1882 said Fredrick Stuckey and J. B. Adams executed and delivered to Rodney R. Randall their 6 promissory notes for $800 00 each, also 2 notes for $350 00 each as defered payment on the Real Estate described in Plaintiffs Petition, and on said day to secure the payment of said notes executed and delivered to said Rodney R. Randall a mortgage deed upon said Premises described as follows, to-wit: Beginning at a Buck, Sugar tree & Buckeye, S.E. corner to John Blackwell & others' Survey No. 9922 N.E. corner to Peyton Masons' Survey No 9899. and N.W. corner to Marion Bird & Wm Bonnard Scotts Survey No 4667 running with said Scotts line N 78° E 200 poles to a stake N.E. corner to this Survey thence N. 12° W. 80 poles to a stake corner to John P. Stouts land, thence S. 78° W. 200 poles to a stake in the line of said Blackwells & others Survey; thence with their line S. 12° E. 80 poles to the beginning Containing 100 acres of land

That said mortgage was duly recorded in Vol 17. May 8th 1882 in Records of Mortgages in said County of Union.

That on the 3d day of April 1883, said R. R. Randall transferred and assigned said notes & mortgage to Cyrus Moore and that said Cyrus Moore for value received duly assigned to this Petitioner G. B. Hamilton three of said $800 00 notes described in said mortgage to-wit- One note for $800 00 due April 4th 1884. One note for

Ans. & Cross Pet. of H. Muemmister

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$800.00 due April 4th 1885 & one note for $800.00 due April 4th 1887 and at the same time assigned to him an interest in said mortgage equal to said three notes. and the same are now owned & held by said G B Hamilton. who further says that said Fredrick Stuckey and J L. Adams failed to pay or cause to be paid said note of $800.00 due April 4th 1884 and that the same is still unpaid, whereby the conditions of said mortgage have become forfeited and the same has become absolute

Wherefore plaintiff prays judgment against said Fredrick Stuckey for the sum of $916.00 the amount due upon said note Sept. 4th 1884 (Nine hundred & sixteen dollars) and that said mortgage may be foreclosed and that an order of sale may be issued to the Sheriff of said county, commanding him to advertise & sell said premises, and pay said judgment so to be rendered, and also the amount found to be due and payable on said to last mentioned notes at the time said sale shall be confirmed and proceeds distributed.

O K Ken Atty for G B H.

State of Ohio Union County ss. G B Hamilton being sworn says the statements and allegations in the foregoing Cross Petition are true.

G B Hamilton

Sworn to before me and subscribed in my presence this 29th day of August 1884.

M K Hill J P.

On the 6th day of Sept. 1884 the following Answer & Cross Petition was filed with the Clerk of said Court = to - wit =

Ans. & Cross Pet. of H Nuemeister

George B. Carpenter
vs
Fredrick Stuckey et als
} Court of Common Pleas. Union County, Ohio.

Now comes the defendant Henry Nuemeister and for his seperate answer & cross petition herein says: that he has an interest in the subject matter of this action as hereinafter set forth. On or about the 4th day of March A.D. 1884 the defendant Fredrick Stuckey made and delivered to the said Henry Nuemeister his four promissory notes of that date and thereby promised to pay to the order of said Henry Nuemeister the sum of Seven Hundred & fifty dollars as follows: One of said notes being for the sum of One Hundred & Fifty Dollars ($150.00) becoming due in five years after that date with eight per cent interest from date until paid. And the other three of said notes being for the sum of Two Hundred Dollars each. becoming to wit, two. three & four years respectively with eight percent interest thereon from date until paid. Copies of each of said notes are hereto attached marked exhibits A, B, C & D and are made a part hereof.

The said Defendant Fredrick Stuckey on the 1st day of March A.D. 1884 to secure the payment of said notes executed and delivered to the said Henry Nuemeister his mortgage deed, and thereby conveyed to the said Henry Nuemeister his heirs and assigns the following lands & tenements situated in said county

of Union, in the State of Ohio and in the township of Jackson and bounded and described as follows. Being part of Virginia Military District and Survey No 10193 and bounded as follows:
Beginning at a Buck, Sugar tree and Buckeye S.E. corner to John Blackwells & others Survey No 9922 N.E. corner to Peyton Masons Survey No 9899 and N.W. Corner to Maria Bird & Wm Bernard & Scotts Survey No 4567 running with said Scotts line N. 78° E. 200 Poles to a stake N.E. corner to this Survey; thence N. 12° W. 80 Poles to a stake corner to John P. Stouts land; thence S. 78° W. 200 Poles to a stake in the line of said Blackwells & others survey; thence with their line S. 12° E 80 Poles to the beginning containing 100 acres more or less. Being the same premises conveyed to said Fredrick Stuckey and J.B. Adams by R.R. Randall April 7th 1882. Recorded in Vol 55 Page 418 Union County Records of deeds. The conditions contained in said mortgage ded in substance that if the said Fredrick Stuckey shall well and truly pay according to the terms thereof, to Henry Nunnemiste or order his four promissory notes all dated March 1st 1884, one of said notes being for the sum of $150.00 becoming due in five years after date and the remainng three being for the sum of $200.00 each respectively, becoming due in two, three & four years after date respectively, all bearing eight per cent interest from date until paid and if the said Fredrick Stuckey shall well & truly pay or cause to be paid each of said notes according to the terms thereof then said mortgage to be void, otherwise to be and remain in full force & virtue in law forever. On the 13th day of March 1884 at 12 o'clock M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was duly recorded on the same day in the Mortgage Record Vol. 19th Page 360.
No part of said notes or either of them have been paid and the said Fredrick Stuckey is indebted to the said Henry Nunnemiste on said notes and mortgage in the sum of Seven Hundred & Fifty Dollars ($750.00) with eight per cent interest thereon from the 1st day of March 1884 and said mortgage securing the same is a valid & subsisting lien on said premises hereinbefore described.
Wherefore said Henry Nunnemiste asks that in case said premises be ordered sold that the proceeds thereof be applied to the payment of his said claim according to the priority thereof and for such other & further relief as he may be entitled to in equity.

S. Hambleton Atty for Deft Nunnemiste

State of Ohio Franklin County ss Henry Nunnemiste one of the defendants being sworn says that the facts stated and allegations contained in his foregoing answer and cross petition are true as he believes.

Henry Nunnemiste.

Signed in my presence by the said Henry Nunnemiste and sworn to by him before me this day of Sept A.D. 1884.

Geo. Jones.
Notary Public

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Copies of Notes

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Copies of Notes

Exhibit "A" $200.00 Richwood, Ohio March 1st 1884.
Two years after date I promise to pay to the order of Henry Newmeister Two Hundred Dollars at Bank of Richwood, value received with interest at 8 percent from date until paid.
This note secured by mortgage. Fred. Stukey

Exhibit "B" $200.00 Richwood O. March 1st 1884
Three years after date I promise to pay to the order of Henry Newmeister. Two Hundred Dollars at Bank of Richwood, value received with interest at 8% from date until paid.
This note secured by mortgage. Fred. Stuckey

Exhibit "C" $200.00 Richwood Ohio. March 1st 1884.
Four years after date I promise to pay to the order of Henry Newmeister Two Hundred Dollars at Bank of Richwood, value received. Interest at 8% from date until Paid.
This note secured by mortgage. Fred Stukey.

Exhibit "D" $150.00 Richwood Ohio. March 1st 1884.
Five years after date I promise to pay to the order of Henry Newmeister One hundred & Fifty dollars at Bank of Richwood, value received with interest at 8% from date until paid.
This note secured by mortgage. Fred Stukey.

On the 23d day of September 1884 the following Entry was made on the Journal of said Court, to-wit-

Entry

Geo. B. Carpenter
vs
Fredrick Stukey et als.

This day this cause came on for hearing upon plaintiff's petition, the answer & cross petition of the defendant Geo. B. Hamilton and the answer & cross petition of Henry Newmeister & the defendant Fredrick Stukey still failing to answer or demurrer to said petition or to plead to said answers & cross petitions it is considered that the said plaintiff and the said defendant Geo. B. Hamilton are each 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 plaintiff on the note & mortgage in said petition described the sum of Three-Hundred & Ninety-nine 40/100 Dollars ($399 40/100) including interest computed to Sept. 8th 1884. And the Court further finds that there is now due to the defendant G B Hamilton on the notes and mortgage in his answer & cross petition described the sum of Nine Hundred & Sixteen & 93/100 Dollars ($916.93) including the interest computed on the note due up to Sept. 8th 1884 and that said G B. Hamilton holds two other notes of $805. each one due April 4th 1885 and one due April 4th 1887. It is therefore considered by the Court herein that the said plaintiff recover of the defendant Fredrick Stuckey the said sum of $ 399.40 so found due as aforesaid with 6% interest from Sept. 8th 1884, and also his costs taxed to $
And it is also considered that said G B. Hamilton recover of the defendant Fredrick Stukey the said sum of $916.93 the sum so found due as aforesaid with 6% interest from Sept 8th 1884.

and also his costs taxed to $.

And it is further ordered and adjudged that in case the said defendant Fredrick Stukey failes for five days from the 22d day of September 1884 to pay to said plaintiff the said sum of $399.40 with 6% interest from Sept. 8th 1884 so as aforesaid found due with costs of suit, and to pay to the defendant G.B. Hamilton within five days from this 22 day of September the said sum of $916.93 with 6% interest from Sept. 8th 1884 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 & sold according to law and to bring the proceeds of said sale into Court subject to the further orders of this Court as to the distribution thereof.

Afterward on the 23d day of October A.D. 1884 an 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 and for said County on the 23d day of Sept. A.D. 1884 in the cause of Geo B. Carpenter Plaintiff and Fredrick Stukey Defendant, said Geo B. Carpenter obtained a judgment or decree against the said Fredrick Stuckey for the sum of Three Hundred & Ninety Nine and 40/100 Dollars and dollars costs of suit: And whereas it was then and there by said Court ordered, adjudged & decreed that the said George Blarpenter Fredrick Stukey shall within 5 days from the 23d day of Sept A.D. 1884 pay unto the said Geo. B. Carpenter the said sum of three hundred ninety nine & 40/100 Dollars with interest from the 23d day of Sept. A.D. 1884. at the rate of 6 percent per annum, and to the Clerk of this Court the costs of this action herein taxed to $, and upon default to pay the same that an order of sale issue to the Sheriff of the County commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs Petition &c. And whereas the 5 days aforesaid have fully expired and the said sum of $399.40 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proced and appraise advertise & sell as aforesaid the following lands and tenements, to-wit= Situated in the Township of Jackson County of Union & State of Ohio. Bounded & described as follows, to-wit= Beginning at a Buch, Sugar Tree & Buckeye. S.E. corner to John Blackwells & others Survey No 9922 and N.E. Corner to Peyton Masons Survey No 9899 & N.W. corner to Maud Bird and Wm Burnard Scotts Survey No 4569 running with said Scotts line N 78° E. 200 Poles to a stake N.E. corner to the Survey; Thence 12° W 80 poles to a stake corner to John P. Stouts land; Thence S. 78° W. 200 Poles to a stake in the line of said Blackwell & others Survey; Thence with their line S. 12° E. 80 poles to the beginning, containing One hundred

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acres more or less. We therefore command you, that you proceed to carry said order, judgment & 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 & 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 October A.D. 1884.

(Seal) J.L. Burgner, 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 25th day of October 1884 summon S.E. Williams, W.A. Hall and A. Chapman 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 25th day of October A.D. 1884 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 34 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 28th day of October 1884 I caused 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 29th day of Nov. A.D. 1884 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 29th day of Nov. A.D. 1884 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came Geo. B. Hamilton who bid for the same the sum of $36.05 per acre and said sum being more than two thirds of the appraised value thereof and said Geo. B. Hamilton being the highest and best bidder therefor, I then and there publicly sold & struck off said lands and tenements to him for said sum of $36.05 per acre. Sheriff's Fees. $8.50. Appraisers Fees, $3.00 Printer's Fees $10.00 = $28.50

John Hohensack, Sheriff

Proof of Publication

On the 25th day of Feb. A.D. 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Geo. B. Carpenter
vs
Fredrick Stukey et al
} On Order of Sale

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 north door of the Court House in Marysville, Ohio. on Saturday Nov. 29th 1884. at or about the hour of 1 o'clock P.M. on said day the following described real estate to-wit: Situate in the township of Jackson, County of Union, State of Ohio. and being known & described as beginning at a beech, sugar & buckeye tree S.E. corner to John Blackwell & others Survey No 9922. and N.E. corner to Peyton Marsen Survey No 9899 and N.E. corner to Maud Bird and William Burnard Scott's Survey No 4560 running with said Scott line N 78° E 200 poles to a stake N.E. corner to the Survey thence 12° N. 80 poles to a stake corner to John C. Stouts land thence S. 78° W. 200 poles to a stake in the line of said Blackwells & others survey, thence with their line S. 12° E. 80 poles to the beginning, containing One Hundred acres more or less. Appraised at $45.00 per Acre. Terms of Sale - Cash.

A. Harpenter Atty. John Hobensack Sheriff.

The State of Ohio. County of Union ss. I, Robert Smith, do make oath that the advertisment of which the annexed is a copy was published for 5 consecutive weeks to-wit: Oct. 30th and Nov. 6th 13th 20th & 27th A.D. 1884. in the Richwood Gazette a Weekly Newspaper printed in, and being of general circulation within said County and of which I am editor.

Robert Smith.

Sworn to and subscribed before me this 28th day of Feb A.D. 1885.

Seal

J.C. Burgner, Clerk.

Motion

Entry

Order of Sale.

On the 26th day of Feb. 1885 the following Supplemental Petition was filed with the Clerk of said Court, to-wit=

Supplemental Petition

Geo. B. Carpenter vs Fredrick Stuhey et al } Court of Common Pleas. Union County, Ohio.

Now comes the defendant Geo. B. Hamilton and for his Supplemental answer & cross Petition says that since the filing of his answer & cross Petition that he purchased of the notes described in Plaintiffs Petition for a valid consideration of Keyrus Moore and that there is due upon said note and mortgage by the terms of said mortgage the sum of $805 00 with interest from April 4th 1882 for which sum he asks judgment. The defendant further says that the premises described in said Petition of the Plaintiff have been sold. and prays that said sum found due on said note be paid out of the proceeds of said sale and such other relief as the equity of the case may demand.

State of Ohio Union County ss. The defendant, George B. Hamilton says the facts stated and allegations made in the foregoing Petition are true as he believes.

Geo. B. Hamilton.

Sworn to before me & subscribed by said Geo. B. Hamilton in my presence this 26th day of Feb. 1885.

Seal

J.C. Burgner, Clerk.

Motion

On the 26th day of February 1885 a Motion was filed with the Clerk of said Court, to-wit:

George B. Carpenter
vs
Fredrick Stuckeytae

Now comes Henry Nunnister by his Attorney and moves the Court to set aside the sale before made of the land described in the Plaintiff's petition for the reason that said land was appraised too low and sold for less money than the land is worth.

H B Benton Atty for H Nunnister.

Entry

On the 17th day of March 1885 the following entry was made on the Journal of said Court, to-wit

George B. Carpenter
vs
Fredrick Stukeytae.

This day this cause came on to be heard upon the motion of Nunnister one of the defendants to set aside the sale heretofore made, was argued by Counsel and the Court being fully advised in the premises sustain said motion and it is ordered by the Court that said sale be and the same is hereby set aside and said premises are hereby ordered to be reappraised, advertised and sold by the Sheriff of said County and cause continued.

Order of Sale.

On the 17th day of March A.D. 1885 an 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; Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 23d day of Sept. A.D. 1884 in the cause of Geo. B. Carpenter Plaintiff and Fredrick Stukey Defendant, said Geo. B Carpenter obtained a judgment or decree against the said Fredrick Stukey for the sum of Three hundred, Ninety nine & 40/100 Dollars and Dollars costs & suit:

And whereas, it was then and there by said Court ordered adjudged and decreed that the said Fredrick Stukey shall within 5 days from the 23d day of September A.D. 1885 pay unto the said Geo. B. Carpenter the said sum of Three Hundred and Ninety nine & 40/100 Dollars with interest from the 23d day of Sept. A.D. 1885 at the rate of 6 per cent. per annum and to the Clerk of this Court the costs of this action herein taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County, Commanding him to proceed according to the Statute regulating judgments and execution at law, to sell the real estate described in Plaintiffs petition &c.

And whereas, the 5 days aforesaid have fully expired and the said sum of $ 399.40 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to proceed, and appraise, advertise & sell as aforesaid the following lands and tenements to-wit=

Situated in the Township & Jackson County & Union and State & Ohio, bounded and described as follows; to-wit-
Beginning at a Buck, Sugartree & Buckeye S.E. corner to John Blackwell & others Survey No. 9982. and North East corner to Peyton Marsens Survey No 9899 & N.W. corner to Maud Bird & Wm Burnard Scotts Survey No 4569, running with said Scotts line N 78° E. 200 Poles to a stake N.E. corner to the Survey; thence 12° W. 80 Poles to a stake Corner to John P. Stouts land; thence S 78° W. 200 Poles to a stake in the line & said Blackwell & others Survey; thence with their line S. 12° E. 80 Poles to the beginning, Containing One Hundred Acres more or less. We therefore command you, that you proceed to carry said order, judgment & 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 & your proceedings herein to our Court & Common Pleas, within sixty days from the date hereof, and bring this order with you.
Witness my signature as Clerk & our said Court & Common Pleas and the seal & said Court, at Marysville, Ohio. this 17th day & March A.D. 1885.
Seal
J.B. Burgner, Clerk.

Sheriffs Return

The State & Ohio, Union County ss. In obedience to the command & the Order & Sale hereto annexed I did on the 18th day & March 1885 summon G.S. Robertson. Isaac Noggle and James Cutter three disinterested freeholders, residents & said County, who were by me duly sworn to view and appraise the lands and tenements therein described and afterwards on the 18th day & March A.D. 1885 said appraisers returned to me under their hands and seals that they did upon actual view & the premises, estimate and appraise the real value in money & the same at fifty eight dollars per acre.
A certified copy & said appraisal & forthwith deposited in the Office & the Clerk & the Court & Common Pleas & said County, and on the 9th day & March 1885 & caused to be advertised in the Richwood Gazette (a newspaper Printed and Published and & general circulation in Union County) said lands and tenements to be sold at public sale at the door & the Court House & said County on the 25th day & April A.D. 1885 at 2 o'clock P.M. & said day.
And having advertised said lands and tenements for more than thirty days previous to the day & sale, to-wit; five consecutive weeks, and in pursuance to said notice, I did on the 25th day & April A.D. 1885 at the time and place above mentioned, proceed to offer said lands and tenements at public sale,
Not sold for want & bidders
Sheriffs Fees $6,60 Appraisers Fees. $3,00 Printers Fees. $10,20
M Hopkins Sheriff
By A.H. Goodman Deputy.

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Proof of Publication.

On the 26th day of May A.D. 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Geo. B. Carpenter
vs.
Fred. Stukey. et al
} On Order of Sale.

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 North door of the Court House in Marysville, Ohio. on Saturday April 25th 1885 at or about the hour of one o'clock P.M. of said day, the following described real Estate to-wit: Situated in the Township of Jackson County of Union State of Ohio, and being known and described as follows; Beginning at a Buck, Sugartree and Buckeye &c. corner to John Blackwell & others Survey No 9922 and North East corner to Peyton Mason's Survey No 9899 and North West corner to Maud Bird & William Bernard Scott's Survey No 4569. running with Scotts line N. 78° E. 200 Poles to a stake North East corner of Survey; thence 12° W. 80 Poles to a stake corner to John P. Stouts land. thence 78° W. 200 Poles to a stake in the line of said Blackwell & others Survey; thence with the line S. 12° E. 80 Poles to the beginning Containing One Hundred Acres more or less. Appraised at $58 00 Per acre. Terms of sale-cash.

A. J. Carpenter Atty

Marion Hopkins Sheriff.

State of Ohio County of Union ss. I Robert Smith do make oath that the advertisiment of which the annexed is a copy was published for 5 weeks, to-wit: March 19th & 26th and April 2d, 9th and 16th A.D. 1885 in the Richwood Gazette a weekly newspaper printed in and being of general circulation within said County and of which I am the editor.

Robt. Smith

Sworn to and subscribed before me, this 26th day of May 1885

(Seal)

J. B. Burgner, Clerk.

On the 23d day of March 1885 a Motion was filed with the Clerk of said Court, to-wit:

Motion

Geo. B. Carpenter
vs.
Fred. Stukey et al
} Court of Com. Pleas, Union County, Ohio.

Cyrus Moore & Geo. B. Hamilton defendants who hold the notes mentioned in the Plaintiff's petition secured by the said mortgage in said petition described as the notes and mortgage given for the purchase money by said defendant F. Stuckey move the Court for the appointment of a receiver to take charge of said farm until it shall be sold & carefully use the same or rent the same for six months or a year as may be best for all parties and bring the proceeds of said use for distribution by the Court when the lands may be sold under the former order of the Court because said lands cannot be sold for sufficient to pay said notes.

Robinson & Piper attys for Defts.

Entry.

On the 17th day of March 1885 the following Entry was made on the Journal of said Court, to-wit:

Geo. B. Carpenter
vs
Fredrick Stuckey et al

This day came on this cause to be heard on the motion of Keyes Moore & Geo. B. Hamilton for the appointment of a Receiver in this action for the reason assigned in said motion on file, And the Court being fully advised in the premises do find that the conditions of the Mortgage in said petition described have not been performed and the said lands are probably insufficient to discharge the mortgage debt aforesaid & that said lands cannot probably be sold at present. It is therefore considered and ordered by the Court that Henry H. Marriott be and he is hereby appointed Receiver in this action with authority & direction to take possession of said premises in said petition described and manage the same for the benefit of all the parties concerned on his giving bond in the sum of Two hundred dollars according to law and the approval of the Clerk of this Court. And thereupon came said Marriott and entered into said undertaking and was duly sworn to faithfully discharge his duty as said Receiver & it is further ordered that said Marriott proceed forthwith to take possession of said premises as such Receiver and safely keep the same under the order of this Court in this action to be made, and the said Fredrick Stukey and all other persons having said property in their possession or under their control are hereby required and commanded to deliver the same to the said Marriott as such Receiver on his demand under the penalty of the law for contempt in refusing to deliver the same.

Affidavit.

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Bond.

On the 25th day of March 1885 the following Bond was filed with the Clerk of said Court, to-wit:

Geo. B Carpenter
vs
Fredrick Stukey et al

The Court of Common Pleas of Union County has appointed Henry H. Marriott Receiver to take possession of the One Hundred Acre farm in the above proceedings and rent the same for six month or a year as may be best and by said Court is required to give bond in the sum of Two Hundred dollars. Now therefore we the Marriott and Geo. B Hamilton are bound unto the State of Ohio for the benefit of all the parties in this cause in said sum of Two Hundred dollars to the condition that said Marriott shall faithfully discharge his duty as said Receiver & account for what he may make from the rent or use of said farm. In witness our hands & seals this 25th day of March. 1885.

Henry H. Marriott. Geo. B Hamilton

Approved By me March 25 1885.

J. D. Burgner. Clerk.

On the 25th day of March 1885 the following Affidavit was filed with the Clerk of said Court, to-wit=

Affidavit. The State of Ohio Union County ss. Henry H. Marriott being duly apponited Receiver in the case of Geo. B. Carpenter against Fredrick Stukey and others by the order of the Court of Common Pleas of said County at its Feb. term 1885 in said cause and said Receiver having accepted said apponitment and given bond makes oath that he will to the best of his ability faithfully perform his duties as such Receiver.

Henry H. Marriott

Sworn to before me and subscribed in my presence by Henry H. Marriott this 25th day of March 1885.

(Seal) L.D. Gardiner Notary Public.

On the 11th day of May A.D. 1885 an Alias Order of Sale was issued by the Clerk of said Court, to-wit=

Alias 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, holden at the Court House in the said County of Union upon the 23d day of September 1884 George B. Carpenter obtained a judgment or decree against Fredrick Stukey for the sum of Three Hundred & Ninety nine & 40/100 Dollars and Dollars costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said Fredrick Stukey within five days from the 23d day of Sept A.D. 1884 pay unto the said Geo. B. Carpenter the said sum of Three Hundred Ninety Nine & 40/100 Dollars, with interest from the 23d day of Sept 1884 and costs aforesaids, 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 & executions at law, to sell the real estate described in the plaintiffs petition &c. And whereas, the five days aforesaid have fully expired and the said sum of $399.40 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 17th day of March 1885 the following lands and tenements were Appraised advertised and offered for sale, to-wit: Situated in the Township of Jackson, County of Union & State of Ohio, bounded & described as follows: Beginning at a Beech, Sugar tree and Buckeye S.E. corner to John Blackwell & others Survey No 9922, and N.E. corner to Peyton Morgans Survey No 9899 and N.W. corner to Maud Bird and Williams Burnard Scotts Survey No 4569 running with Scotts line N. 78° E. 200 poles to a stake N.E. corner of the Survey; thence 12° W. 80 poles to a stake corner to John P. Stouts land; thence S. 78° W. 200 poles to a stake in the line of said Blackwell & others Survey; thence with their line S. 12° E. 80 poles to the beginning, containing One Hundred acres more & 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 & executions at law. The said premises above described

under the appraisment had under the said former order of sale, to-wit- $58.00 per acre. and the money arising from said sale and your proceedings herein, have you before our Court of Common Pleas next to be holden in & 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 1st day of May A.D. 1885

J.C. Burgner, 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 4th day of May 1885 cause to be advertised in the Richwood Gazette (a newspaper printed and published & 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 13th day of June A.D. 1885 at 2 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 said 13th day of June A.D. 1885 at the time & 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. Sheriff's Fees 6.00 Printer's 7.00

M. Hopkins, Sheriff.

On the 10th day of August A.D. 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit-

Proof of Publication

George B. Carpenter } On Order of Sale.
vs
Fred Stukey et al. }

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 north door of the Court House in Marysville, Ohio, on Saturday June 13th 1885 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, State of Ohio, and being known & described as follows: Beginning at a Beech, Sugartree & Buckeye South East corner to John Blackwell & others Survey No 9923, and North East corner to Peyton Mason's Survey No 9899 and North West corner of Maud Bird & Wm Burnard Scott's Survey No 4569 running with Scotts line North Twenty eight degrees East Two Hundred Poles to a stake North East corner of Survey; thence Twelve degrees West Eighty Poles to a stake corner to John P. Stouts land; thence Seventy-eight degrees West Two Hundred Poles to a stake in the line of said Blackwell & others Survey; thence with the line South twelve degrees East Eighty Poles to the beginning, containing One Hundred acres more or less. Appraised at $58.00 per acre Terms of Sale- Cash.

A. Harpenter Atty.

Marion Hopkins, Sheriff.

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 5 weeks to-wit: May 4th 21st & 28th and June 4th 11th A.D. 1885 in the Richwood Gazette a weekly newspaper printed in and being of general circulation within said County, and of which I am Editor.

Robert Smith.

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Order of Sale.

Sworn to and subscribed before me this 16th day of August, A.D. 1885.
J.C. Burgner, Clerk.

On the 16th day of June 1885 the following Entry was made on the Journal of said Court, to-wit-

Entry

George B. Carpenter }
vs }
Fredrick Stukey et al, }

This day came the parties and submitted the motion to require the Sheriff to arrest Fredrick Stukey & have him before the Court to show cause why he should not be dealt with as in contempt for interference with the Receiver.
Also it appearing that the lands have been twice offered without sale, the Court order that the said Sheriff again reappraise the same according to law.

On the 16th day of June A.D. 1885 an 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 and for said County, on the 23d day of September A.D. 1884 in the cause of George B. Carpenter Plaintiff and Fredrick Stukey Defendant said Geo B. Carpenter obtained a judgment or decree against said Fredrick Stuky for the sum of Three Hundred and Ninety nine 00/100 Dollars and Dollars, costs of suit:
And whereas it was then & there by said Court ordered adjudged and decreed that the said Fredrick Stukey shall within days from the 23d day of Sept. A.D. 1884 pay unto the said Geo. B. Carpenter the said sum of Three Hundred & Ninety nine & 00/100 Dollars, with interest from the 22d day of Sept. A.D. 1884 at the rate of 6 per cent per annum and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of Sale issue to the Sheriff of this County Commanding him to Proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in Plaintiff's Petition &c. And Whereas, the days aforesaid have fully expired and the said sum of $399.00 with interest and costs have not been paid as aforesaid as appears to me of record. You are therefore commanded to proceed and appraise, advertise & sell, as aforesaid, the following lands and tenements, to-wit= Situated in the Township of Jackson, County of Union and State of Ohio, bounded & described as follows, to-wit= Beginning at a Beech, Sugartree & Buckeye. S.E. corner to John Blackwell & others Survey No 9922 and North East corner to Peyton Masons Survey No 9899 North west corner to Maud Bird & William Burnard Scotts Survey No 4569 running with said Scotts line N. 78° E. 200 poles to a stake N.E. corner to the Survey thence 12° W. 80 poles to a stake corner to John P. Stouts land; thence S. 78° W. 200 poles to a stake in the line of said Blackwells & others Survey, thence with their line S. 12° E. 80 poles to the beginning Containing One Hundred 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 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 16th day of June A.D. 1885.

Seal

J.R. Burgner, 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 17th day of June 1885 summon E.R. Cameron, J.M. Flickinger and L. Cheney 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 17th day of June A.D. 1885 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 Forty two 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 18th day of June 1885 I caused 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 18th day of July A.D. 1885 at 2 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 upon said 18th day of July A.D. 1885 at the time and place above mentioned, proceed to offer said lands and tenements at public sale and then and there came Geo. B. Hamilton who bid for the same the sum of Three Thousand Five Hundred Dollars, and said sum being more than two thirds of the appraised value thereof and the said Geo. B. Hamilton being the highest & best Bidder therefor, & then and there publicly sold and struck off said lands and tenements to him for said sum of Three Thousand Five Hundred Dollars. Sheriff's Fees $14.88. Appr's $3.00. Printer $11.10

M. Hopkins Sheriff By A.H.G. Deputy.

Report of Reciver

Entry

On the 15th day of August 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

Geo. B. Carpenter
vs
Fred Stuky et al

On Order of Sale.

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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 July 18th 1885 at or about the hour of one o'clock P.M. on said day the following described real estate to-wit: Situated in the Township of Jackson, County of Union State of Ohio, and being known and described as follows: Beginning at a Buch Sugartree & Buckeye S.E. corner to John Blackwell & others Survey No 9922 and N.E. corner to Peyton Mason's Survey No 9899 and N.W. corner to Maud Bird & William Bunard Scotts Survey No 4569 running with Scotts line N. 78° E 200 Poles to a stake North East Corner to survey; thence 12° W. 80 Poles to a stake corner to John P Stouts land; thence 78° W. 200 Poles to a stake in the line of said Blackwell & others Survey; thence with their line South 12° E. 80 Poles to the Beginning, containing One Hundred acres of land more or less.

Robinson & Piper Atty's Marion Hopkins, Sheriff.

State of Ohio, County of Union ss. I Robert Smith, do make oath that the advertisment of which the annexed is a copy, was published for 5 weeks to-wit: June 18th & 25th and July 2d, 9th & 16th A.D. 1885 in the Richwod Gazette, a weekly newspaper printed in, and being of general circulation within said County, and of which I am editor.

Robert Smith.

Sworn to and subscribed before me this 18th day of Aug. A.D. 1885

J.B. Bungner, Clerk.

On the 21st day of Dec. 1885 a Report of the Reciver was filed with the Clerk of said Court, to-wit:

Report of Reciver

To the Court of Common Pleas Union County, Ohio.

H.H. Marriott, Reciver, makes this his full report in the case of Geo. B. Carpenter vs Stukey et als:

Said Reciver received on sale of corn, 280 Shocks at 25¢ per shock to G.B. Hamilton $70.00. Hay sold to G.B. Hamilton $15.00 Hay sold to Richard Thompson $7.00 Total rec'd $92.00 Paid out for printing & Telephone $2.45 Reciver compensation for his trouble $25.00 Robinson & Piper Attys $23.00 = $52.45

The reciver had to obtain an injunction against Stukey and also an arrest of said Stukey for contempt in disobeying the injunction which proceedings is still pending in the Court. The place having been sold the Reciver asks to be discharged Dec. 21st 1885

H.H. Marriott, Reciver

On the 31st day of Oct. 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Geo. B. Carpenter
vs
Fred. Stukey et al

This day came on this cause to be heard on the motion to confirm sale and the Court being fully advised in the premises do find all the proceedings in regard to said sale regular and lawful, and the

Court order & adyndge that the same be approved and confirmed and that the Sheriff of this County execute to said purchaser, George B. Hamilton, a deed in fee simple for said 100 acres of land, so sold to him

And the Court further order that Henry H. Marriott, Receiver, proceed to sell at public sale, on such terms as he thinks best all his share of the crop on said farm & return to this Court his proceedings as Receiver as soon as possible.

And the Court order that the Sheriff out of the proceeds of said sale first pay all the costs in this cause except $28.80 costs made on the Order of Sale dated Oct. 23d. 1884 and that he also pay the taxes due on said land amounting to $204 23/100 and third, out of the money he pay the claim of the plaintiff as heretofore decreed amounting to $ and that the further distribution of the proceeds be postponed until the report of the Receiver be filed. And it appearing that Henry Nunnemaster the holder of the junior mortgage on said lands caused the sale to be set aside which was made on said order dated Oct. 23d. 1884 on the ground that the land ought to sell for more money and it appearing that said land sold for less money instead of more, the court find that said Henry Nunnemaster should pay the $28.80 costs made on said Order of sale, It is therefore considered ordered ordered and adyndged by the Court that said Henry Nunnemaster within ten days pay said $28.80 costs, and in default thereof that execution issue therefor as upon judgment at law & as to the matter of attachments to Fred Stukey & for further distribution this case is postponed for further action

Afterward on the 21st day of Dec. 1885 the following Entry was made on the Journal of said Court, to-wit=

Entry

Geo. B. Hamilton
vs
Fred. Stukey et al

Now came on this cause to be further heard on the motion to confirm the Report of the Receiver and further distribution of the proceeds of the sale. Whereupon the Court being fully advised in the premises confirm said report & order said Receiver to pay into Court said balance in his hands $39.85, which is accordingly done. and therefore the Court order that after payment of costs taxes and the Plaintiffs mortgage as before ordered, that balance of said proceeds of said sale and said money paid by said Reciever be paid to Geo. B. Hamilton on the notes as they become due, and it appearing that there will by such application be applied in payment on the note becoming due the day of 1886. the sum of $ as of the day of said Confirmation, the Court order the Clerk of this Court to make the endorsment of that sum on said note as the balance of said purchase money and as to the balance of said note & said other notes to become due

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Petition
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the said holders thereof retain their legal right to against the makers & endorsers thereof the same as if this cause had not been prosecuted.

Attest: J. D. Burgner. Clerk.

Pleas before his Honor John A. Price 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 & the Third Sub-Division of the 10th Judicial District of the State of Ohio, on the 18th day of June in the year of our Lord One Thousand, Eight Hundred and Eighty five.

On the 10th day of December 1884 the following Petition, Answer & Entry were filed with the Clerk of said Court, to wit:

Petition #659

The Farmers Bank vs Thomas Martin and L. Martin, Defendants

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

Plaintiff says: that it is a partnership formed for the purpose of doing business in Ohio, & unincorporated & the above named Plaintiff says that there is due from the said defendants on a promissory note made by the Defendants to said Plaintiff dated the 3d day of December A.D. 1883, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One Thousand, Seven Hundred & Forty four Dollars and Sixty eight cents with interest thereon from the 8th day of December A.D. 1884. The Plaintiff further says it is the legal owner and holder of said note, that the same is due & unpaid. Whereupon, Plaintiff asks judgment against said Defendants for the sum of One Thousand Seven Hundred & Forty four & Sixty eight cents, with interest thereon from the 8th day of December A.D. 1884.

Brodrick & McCampbell Attys.

The State of Ohio Union County ss. John M. Brodrick one of the attorneys for the above named Plaintiff being duly sworn says that he believes the statements in the foregoing petition to be true. He further says that the said action is founded upon a written instrument for the payment of money which instrument is now in affiants possession.

John M Brodrick

Subscribed by John M. Brodrick in my presence and sworn to by him before me, this 8th day of December A.D. 1884.

(Seal)

J. D. Burgner, Clerk.

Note. $3200.00 Marysville Ohio. December 3d 1883.

One day after date as principal debtors we jointly and severally promise to pay to the Farmers Bank at their Office in Marysville Three Thousand, Two Hundred Dollars for value received. And we hereby dispense with the 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 issuing & 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, togeth er with the costs of suit, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 3d day of December 1883

Thomas Martin (Seal)
L. Martin (Seal)

Answer

The Farmers Bank
vs
Thomas Martin et al
L. Martin Defts

In Court of Common Pleas Union County O.S.

And now come Thomas Martin et al L. Martin 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 Plaintiffs petition and against the above named Defendants for the sum of One Thous and Seven Hundred & Forty four Dollars and Sixty Eight cents, the amount appearing due for Principal & 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 judg- ment in this case is hereby waived

Dec. 8th 1884.

R L. Woodburn Atty for Defts

Entry

The Farmers Bank,
vs
Thomas Martin et al
L. Martin Defts

This day came the Plaintiff by Brodrick & McCampbell Attorneys, and thereupon came R L. Woodburn 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 & duly sworn waived the issuing and service of Process, and entered appear ance 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 Plaintiffs petition the sum of $1744 65

It is therefore considered that the Plaintiff recover of said defen dants the said sum of $1744 65/100 so as aforesaid confessed to be due, togeth er with the costs of suit herein to be taxed, and with interest to be computed at the rate of 6% per annum. And by virtue of said Warrant of attorney all errors are released, and all right to appeal, and all right to file a petition in error are waived.

On the 13th day of December 1884 a Motion was filed with the Clerk of said Court, to-wit:

Motion

Farmers Bank
vs
Thomas Martin et als

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

The defendant Thomas Martin moves the

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Answer & Cross Pet.

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Court herein to open up the judgment rendered in this case upon warrant & attorney and for grounds of his motion says:
That said judgment was rendered without notice to this defendant and that he did not know of the pendency of this action until after said judgment was rendered. That nothing was due upon the note sued upon in this case at the time said judgment was rendered and no sum is now due to said plaintiff upon said note
For further grounds this defendant refers to his affidavit herewith filed and his answer prepared in this case and presented to the Court
The defendant moves the Court for leave to file said answer.
Cameron & Woodburn Attys for Defts.

On the 13th day of December 1884 an Answer & Cross Petition was filed with the Clerk of said Court, to-wit:

Answer & Cross Pet.

Farmers Bank Plff
vs
Thomas Martin etals Defts

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

Now comes the defendant Thomas Martin and for his seperate answer to the petition of the plaintiff says:
That he denies that there is any sum whatever due said plaintiff upon the note mentioned in the plaintiffs said petition and says that no money was received upon said note at the time of its execution but the same was executed by this defendant as Principal and said L. Martin as surety, and the same deposited with the plaintiff as collateral security until the plaintiff and this defendant settled their mutual accounts and that no settlement has ever been made.
Second Defense & Cross-Petition. The defendant further answering says that the plaintiff is a partnership firm doing a private banking business and this defendant is one of the partners of said firm and has been such partner for more than years.
That for the last four years this defendant has been in the business of buying, selling & shipping live stock and has been making checks on said Bank for purchase money and making deposits of money for stock sold and that his business with said Bank in that regard as this defendant now believes amounts to over $100,000 and that no settlement or adjustment of said matters have been made.
That at the time of the execution of said note it was agreed and arranged between the said plaintiff and this defendant that this defendant would execute said note and leave it with the plaintiff and continue to make checks & deposits as before and that at some subsequent date the plaintiff & defendant would have a full settlement & statement of account between them and if any balance was due the plaintiff upon such settlement and this defendant did not pay or secure the same or arrange the said balance to the satisfaction of the plaintiff then said note was to hold good for the amount of said balance but nothing was to be due on said note until said settlement was made, and upon settlement if nothing was due

the plaintiff or if this defendant paid or arranged any balance that might be due then in either case said note was to be delivered up to this defendant. This defendant says that he has not had the management or control of the business of said firm although a partner therein and that his interest in said firm has been controlled by the other members thereof and the firm received the proceeds of his interest and no settlement of such matters has been made and that said matters were to be settled and adjusted in finding any balance for which the said note would be holden as collateral.

This defendant says that all the books, papers and memorandums of the business of said Bank are in the possession of the plaintiff and that this defendant has no access to the same and is not for that reason able to state the account correctly between him and the plaintiff but he says upon information & belief that upon a full settlement of all his transactions with said firm leaving out all unlawfull and usurious interest and accounting to this defendant for the proper increase of his interest in said firm that there would be little or any sum due the plaintiff from this defendant. This defendant says that the interrogations hereto attached are put to the plaintiff that the same may be fully answered to the end that a settlement of the mutual accounts and dealings of the parties may be adjusted and an account stated between them and with a view to a just and equitable settlement of the affairs between the parties.

This defendant asks that the judgment heretofore rendered in this case without notice to him may be set aside and that the plaintiff may be required to answer the interogations hereto attached and that all matters between the plaintiff and this defendant may be adjusted and an account stated between them and that upon said statement that such judgment may be rendered and such orders made as the nature of the case may require and for all proper relief

Cameron & Woodburn & Sayers Atty at Law.

State of Ohio Union County ss. Thomas Martin being duly sworn says he believes the statements made in his foregoing answer & cross petition to be true.

Thomas Martin.

Sworn to before me and signed in my presence this 13th day of December 1884.

Seal

J.C. Burgner, Clerk.

First Interogatory. The plaintiff is required to state the amounts & dates of the several deposits made by said Thomas Martin in said Bank since the 1st day of January A.D. 1881.

2d State the date and amount of the several checks made by said Martin since the first day of Jan. 1881

3d State the net earnings of said Bank since the said Martin has been a partner therein.

4th State what losses if any sustained by said Bank and the manner of the loss and the amount of the same.

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5th " State the expense of said Bank and to whom paid.
6th " State what sums if any have been credited to said Martin on account of his interest in the earnings of the same
7th " State what losses have been charged to said Martin if any in the business

Entry

On the 17th day of December 1884 the following entry was made on the Journal of said Court, to-wit:

Farmers Bank
vs
Thomas Martin et al

This day came the parties and thereupon this cause came on to be heard upon the motion of the said Thomas Martin to vacate the judgment heretofore rendered at the present term of this Court and for leave to file answer and the Court being fully advised in the premises do find that judgment has been rendered upon a warrant of attorney in this case without notice to the said Thomas Martin and for a greater sum than is due the plaintiff. It is therefore ordered and adjudged by the Court that the said judgment be and the same is hereby vacated and set aside as to Thomas Martin for the purpose of permitting the defendant Thomas Martin to make his defense, and the said Thomas Martin has leave to file an answer to the petition of said plaintiff within 30 days from the rising of the Court and this cause is continued.

Entry

On the 18th day of Feb. 1885 the following entry was made on the Journal of said Court to-wit:

Farmers Bank
vs
Thomas Martin et al

Leave is granted to plaintiff to reply and Reply filed to answer of Thomas Martin.

Demurrer

On the 2nd day of March 1885 a Demurrer was filed with the Clerk of said Court, to-wit:

Farmers Bank.
vs
Thomas Martin et al

Court of Common Pleas, Union County, Ohio.

The plaintiff demurs to the 3rd interogatory attached to the defendants answer. Also to the 4th interogatory Also to the 5th interogatory. Also to the 7th interogatory and for cause of said demurrer says the answers to said interogatories would not as the issues show aid in the settlement of said issues. The pleadings do not make a case for a settlement of the Copartnership business between the different share holders in said Company & no decree for such settlement is sought for by the defendant or plaintiff.

Therefore plaintiff prays judgment whether it shall answer said interogatories.

Robinson & Piper. Brodrick & McCampbell Attys

Afterward on the 6th day of March 1885 the following Entry was filed with the Clerk of said Court to-wit:

Entry

Farmers Bank
vs
Thomas Martin et al

This day came on this cause to be heard on the demurrer to the interrogations No 3, 4, 5 & 7 of Defendants answer. Whereupon the Court overrule said demurrer Whereupon leave is given Plaintiff to answer said interrogations by Thursday of next week.

On the 18th day of Febuary 1885 a Reply was filed with the Clerk of said Court which reads as follows, to-wit:

Reply

Farmers Bank
vs
Thomas Martin et al
} Court of Common Pleas Union County, Ohio.

The said Plaintiff admits as alleged in said answer that it is a Partnership Company of which defendant is a member, doing a banking business in that name in Marysville, Ohio & it admits that said defendant has, and since the 16th day of Nov. 1881 had an account with said Bank known as his shipping account in which his account for depositing & checking out money was kept but the Plaintiff says the said business was in no way related to defendants interests as partner, but by the special agreement of the authorities of said Plaintiff he borrowed money as other customers of said Bank and agreed to pay the same as others & in default to be liable at law as others. The Plaintiff denies all of the other allegations of said answer.

Second, The Plaintiff says the said shipping account commenced on the 16th day of November 1881 on which day the defendant gave his cognovit note with Lawrence Martin as his surety payable to Plaintiff for $1600. & a credit was given for said $1600. on said book account & defendant checked out $353 90/100 a balance, he then owed said Bank on a note previously given by him & from that day to the filing of said petition the items of cash checked out and deposits made by him are fully and correctly set out in the copy of said account, marked "A" herewith filed as an exhibit to this reply

That on the 22d day of Nov. 1881 said defendant with Lawrence Martin as surety executed another $1600 note to Plaintiff for which a credit was given him for that sum and no settlement was made until the 3d day of Dec. 1883 when a settlement was made by Plaintiff with defendant of said account & the defendant and said Lawrence Martin gave their note to the Plaintiff for $3200 & took up said two notes of $1600 each and which $3200 note is the one sued in this action. The said $3200 was not credited up to the defendant but by the agreement of the Plaintiff with defendant the defendant was to check against the note to any amount not exceeding $3200 unless

unless plaintiff should conclude to limit his indebtedness to a less sum, in which case defendant wood be notified, but that plaintiff should hold the note good for whatever sum he drew on the same & for which plaintiff by said agreement should have the right to take judgment at any time it wished. That no usury was included except the item of $168 charged May 27th 1882 was estimated at ten per cent. The interest from Nov. 16th 1881 to Dec. 3d 1883 was figured at 8 per cent as written on said $1600 notes & from that time to the date of said judgment on said $3200 the interest was figured on the amount advanced on said note at 6 percent, though the agreement was that said note was to draw interest at 8 per cent but by some mistake the 8 per cent was omitted in said note.

The plaintiff says the defendant has full access to the books of plaintiff at all times & has the same control in the management of said Banking business as the other members of said Company. That by the rules adopted by said Company three directors are have been elected to superintend its management & the defendant has had the same rights according to the amount of capital invested as the others & has never up to the time he filed his answer herein made any complaint whatever about the management of said business & a copy of his account was given him months ago when he requested it & he is at full liberty to copy any part of the books of said Company at any time he desires during business hours. The ~~plaintiff~~ denies that any usury has been charged Defendant except 72 cents in said item of May 27th 1882. But plaintiff claims and avers that defendant is estopped from pleading usury in said claim for this that every six months a statement has been made out of the business of said Company showing the expenses and income & the profit & loss and dividends were ordered to be paid to the partners according to the amount of their capital therein and under said statements & orders, dividends were paid defendant on his $500 00/100 capital. The several dividends as shown in Exhibit "B" hereto attached and the same rates were paid the other partners, and in making up said accounts & statements the said notes of said defendant & overdrawn accounts were estimated at their face value as the amounts set out in said account & it would now do injustice to his co partners to allow defendant to receive dividends based on his own paper & then refuse to pay the amount as shown to be due by cutting out the usury therein. The plaintiff says they deny that there was to be any settlement of said account before said $3200 note should become due and deny that the defendants interest in the Co. or in its profits had any thing to do with said note or said account or that any settlement should be made thereof when said note should be paid but the

plaintiff says that while denying the allegations of the defendants answer in regard to his interest in the capital and profits of said Company. yet the plaintiff hath no objection to answering the interogations attached to said answer relating to the profits &c if the defendant would answer in such a way as to authorize the Court to ascertain the value of his interest therein & apply the same on his indebtedness to plaintiff in this action. but until he does that the plaintiff will await the order of the Court before answering said interogatories Nos 3, 4, 5 & 7. The plaintiff says said Company hath not declared or paid any dividends to defendant or any member of said Company since June 1883 by reason of losses sustained in said business. Having answered fully plaintiff asks judgment as he did in his petition.

Robinson & Piper, Brodrick & McCampbell Attys.

The State of Ohio, Union County ss. C. M. Southard being duly sworn deposes and says he is one of the partners in the said Company & he believes the allegations of above reply are true.

Chas. M. Southard.

Sworn to before me & signed in my presence this 18th day of Feb. 1885

J. B. Burgner, Clerk.
By H. W. Kruger Deputy.

On the 4th day of March 1885 a Motion was filed with the Clerk of said Court, to-wit:

Motion

The Farmers Bank
vs
Thomas Martin et al
} Court of Common Pleas. Union County Ohio.

The plaintiff moves the Court to send this cause to a Referee to take testimony and report his findings of fact and law upon the issues joined in this case and that he state the account between the parties & report at the next term of this Court.

Robinson & Piper Attys for Pltff.

On the 10th day of March 1885. the following Entry was made on the Journal of said Court, to-wit:

Entry

The Farmers Bank
vs
Thomas Martin et al
}

This day came on this cause to be heard on the demurrer of the plaintiff to the interogatories. Whereupon the Court overrule said demurrer and the plaintiff obtained leave to file answers to said interogatories by Thursday evening March 12th

On the 28th day of March 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry.

The Farmers Bank.
vs
Thomas Martin et al
}

This day came on this cause Re-

be heard by the Court on the plaintiffs Motion to appoint a Referee in this case to state an account between the parties on the issues joined & take the testimony which may be offered and report the same to this Court with his findings of law & fact. Whereupon the Court being fully advised in the premises sustains said motion and orders the appointment of such referee, to all of which the said Thomas Martin objects & excepts and thereupon the defendant without waiving any of his rights as to the appointment of a Referee agreed with plaintiff upon W. S. Hoops as a suitable person to be appointed Referee, Whereupon this cause is referred by the Court to said Hoops to take testimony and report his findings of fact & law upon the issues joined between said parties and report his proceedings, testimony & findings under oath to this Court at its next term, to all of which said Martin excepts and this cause is continued.

Afterward on the 17th day of June 1885 the following Entry was made on the Journal of said Court, to-wit

The Farmers Bank }
Thomas Martin et al }

This day this cause came on to be heard and both parties having mutually agreed upon a settlement here of in term as follows, to-wit: That said defendants Thomas Martin and Lawrence Martin consent that judgment be rendered against them for the amount of said claim on the first day of May 1885 less One Thousand Dollars which said sum of One Thousand dollars is allowed by said Plaintiff to said Thomas Martin in full payment for all usurious interest claimed by said defendant to be in said note or any note or account of said Plaintiff against said Thomas Martin and also in full payment by said Plaintiff to said Thomas Martin for all the interest legal & equitable in and to the property & every description as well as all claims, notes, accounts, demands and rights of action due or to become due to said Martin as a partner in the Farmers Bank at Marysville, Ohio. and it is hereby mutually agreed that said Thomas Martin shall by quit claim deed duly executed convey all his interest in the real estate of said Bank and all said property, notes, claims demands & rights of action are by said Thomas Martin hereby turned over to J. M. Southard Edward Weller, Levi Longbrake and Charles H. Southard as partners under the firm name and style of Farmers Bank, Said deed to be executed and delivered to said J. M. Southard Edward Weller, Levi Longbrake & Chas. H. Southard. The residue of said claim herein named to-wit: the sum of Seven Hundred Seventy Two & 93/100 dollars said defendants both agreed shall be by this Court reduced to judgment, which judgment shall

bear interest at the rate of 8% per annum from May 1st 1885 until paid, and execution thereon shall be stayed for the period of one year from said May 1st 1885.

Thereupon it is considered ordered and adjudged by the Court that said agreement above mentioned be fully & completely carried out & executed by both parties hereto, and that said plaintiff do recover from said defendant the said sum of Seven Hundred Seventy Two & 93/100 Dollars with interest from thereon at the rate of 8% per annum from May 1st 1885 and execution thereon is stayed for the period of one year from May 1st 1885.

Attest.

Pleas, Before his Honor John A. Price, 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 & the Third Sub-division of the 10th Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord, One Thousand Eight Hundred and Eighty five.

Heretofore to-wit, on the 19th day of Sept. 1885 the following petition was filed with the Clerk of said Court, to-wit:

Petition #904

Cynthia Evans
vs
Alonzo D. Evans
} Court of Common Pleas, Union County, O.

Plaintiff says: She has been a resident of the State of Ohio, for the year last past and is now a bona fide resident of the County of Union. On the 7th day of November 1871 she was married to the defendant and has ever since conducted herself toward him as a faithful and obedient wife. The following children were born of such marriage to-wit: Claud L. who is eleven years old and Clive J. who is seven years old. 1st That defendant has been guilty of habitual drunkeness for more than three years last past. 2d Defendant has failed and willfully neglected for more than three yeas last past to provide plaintiff with common necessaries of life, and she has been compelled to depend upon her own exertions for the support of herself & children, because of his idleness & dissipation. Therefore Plaintiff prays that she may be divorced from the said defendant and that she may be restored to her maiden name (Cynthia Lyons) That the custody of said children may be decreed to her, and for all proper relief.

S.S. Gardiner Atty for Pltff.

Praecipe To Clerk: Issue Summons and copy of Petition in the above case to the Sheriff of Union County, Returnable according to law in divorce cases.

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On the 19th day of Sept. 1885 a Summons was issued by the Clerk of said Court, to-wit:

Summons

The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify Alonzo D. Evans that Cynthia Evans has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio. a petition (a true copy of which is herewith delivered to you to be served on him) charging him with habitual drunkness & gross neglect and asking that she be divorced from him and have custody of children 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 28th day of Sept. A.D. 1885. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, O. this 19th day of Sept. A.D. 1885.

(Seal) J.B. Burgner, Clerk. By W.W. Stinget Deputy.

Sheriff's Return

The State of Ohio. Union County ss. Received this writ on the 19th day of Sept. A.D. 1885 and on the 22d day of Sept. A.D. 1885 I served the same by handing to the within named defendant a true copy thereof with the endorsements thereon together with a certified copy of petition. Service 3c. Copy 2c. Mileage $5.12 = $5.92

M. Hopkins. Sheriff.
By A.F. Goodman Deputy.

Afterward on the 13th day of Nov. 1885 the following entry was made on the Journal of said Court, to-wit:

Entry

Cynthia Evans
vs
Alonzo D. Evans

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Now came the plaintiff and the Defendant 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 demurrer to said petition and that the allegations thereof are confessed by him 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 hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkness and gross neglect of duty toward plaintiff for more than three years next preceding the filing of 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 Cynthia Evans and Alonzo D. Evans 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 & control of the said children of the parties

hereto be until further order confided to the said plaintiff exclusively but it is hereby ordered that the defendant have the privilege of visiting said children once each week, on Tuesdays between the hours of 3 & 5 o'clock P.M. and any violation of this privilege by either party may be reported to this Court and it is further ordered that the plaintiff pay the costs of this proceeding.

Attest: J. D. Bingner, Clerk.

Pleas. Before his Honor John A. Price, Judge of a Court of Common Pleas, begun & held at the Court House in the town of Marysville, within & for the County of Union & the 3d Subdivision of the 10th Judicial District of the State of Ohio, on the 11th day of September in the year of our Lord One Thousand Eight Hundred & Eighty two. Heretofore to-wit: on the 14th day of April 1882 the following petition was filed with the Clerk of said Court, to-wit:

Petition 4020

Lucinda Ford, Plaintiff
vs
William Ford, Dora Armstrong & Raymond Staddle as Admr of Litteral Ford, Deceased.

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

The said Lucinda Ford, plaintiff says that on or about the 30th day of December 1878 one Lidderal Ford of said County died leaving a will by which he devised certain personal property to the plaintiff and the plaintiff's daughter, Dora, but made no other disposition of his property whatever. Said will has been duly admitted to Probate and Record.

The plaintiff is the daughter of said Lidderal Ford and for many years before his death at his request, the plaintiff kept house for her father and did cooking, washing and mending for both him and his wife, the mother of the plaintiff. The plaintiff also at the request of said Lidderal Ford nursed and waited upon him & his wife and cared for them in sickness and aided them in their feeble & declining years. That by reason of age and infirmity, said Lidderal Ford required great care and watchfulness during the last four or five years of his life and during all that time at his request plaintiff cared for and supported him in his sickness and decline. That said Lidderal Ford expressly promised and expected and intended to compensate the plaintiff for her said labor, trouble & care and it was his wish and desire that she should become paid for all she did for him in that behalf.

The said Lidderal Ford left as his only heirs and legal representatives, Daniel & William Ford, sons, and the plaintiff, his daughter, and one Dora Armstrong who now lives in Stark County, Indiana, said Dora Armstrong was a granddaughter. Said Lidderal Ford in his lifetime was the owner of a large amount of Real Estate a large portion of which during his life he had placed under mortgage, to raise means for

his sons Daniel & William, There was however a small three cornered piece of land consisting of about Seventeen acres that was cut off by a road from a large tract and this 17 acre lot the said Liddeal would not incumber but kept the same clear of incumberances expressly for the plaintiff in order that she might have the same in part to pay her for her said labor and service in his behalf. That before his death said Liddeal Ford called witness and formally gave the plaintiff possession of said 17 acre lot, and then declard that he gave the same to plaintiff in part payment for her said labor and services

That afterward about the day of said Liddeal Ford made his will and disposed of only his said personal property the plaintiff being then in possession of said 17 acre lot it was by him understood and intended that she had the legal title thereto. Said Liddeal Ford omitted said land from his will believing the plaintiff had the title thereto by his formal transfer in the presence of witnesses and by his putting the plaintiff in possession thereof. But shortly after said Liddeal Ford sent for a Surveyor to run said lands off in order to make the plaintiff a deed therefor, but his death occured before said deed was executed. The plaintiff has remained in possession of said lands ever since put in possession thereof by her father as aforesaid and she is now in possession and has made lasting and valuable improvements.

Plaintiff says that believing she had title to said land in part payment for her said labor & services and the personal property being bequeathed to her she did not present any claim to the said Executor for her services but suffered him to go on and settle said estate without presenting her claim for services. The plaintiff says that her said services in working, carring for, nursing and attending upon said Liddeal Ford for the five years before his death was reasonably worth One Thousand dollars, no part of which has been paid except as herein stated by putting the plaintiff in possession of said land and giving the same to her by delivery. The plaintiff says she has lately learned that having no deed or writing for said land she is in danger of loosing it notwithstanding her possession and the fact that she has paid for it by her labor, and the title of the plaintiff is disquieted and put in jeopardy. Since learning her title to said property was not complete for want of writing the plaintiff has presented her claim to said Samuel Haddle who is Executor of said will duly qualified and with request that he bring suit to perfect the plaintiffs title to said land but said Haddle refuses to allow said claim or to anything whatever toward quieting the tittle of the plaintiff to said land. Plaintiffs said claim duly presented has been rejected on the 24th day of Feb. 1882

Said Daniel Ford since the death of his father has executed to the said plaintiff a deed of quit claim for the said 17 acres of land which is more fully described as follows: Situate in Liberty Township, Union County Ohio. Part of Survey No. 2282 being a three cornered piece of land bounded North & west by the Crowder road sometimes called the Newton and North Lewisburg Gravel road, bounded last by the Crowder road and on the South by the North line of a 100 acre tract lately belonging to said Liddeal Ford being all that part of a 98¾ acre tract lately in the name of said Liddeal Ford that is cut off by said first named road and being the S.E. corner of said 98¾ acre track. Said William Ford, Dora Armstrong and Samuel Staddle refuse to do anything toward completing the title of plaintiff to said land

Therefore the plaintiff prays that all of said parties may be duly notified of the filing and pendency hereof and that upon hearing the plaintiffs title to said lands may be quieted and put at rest, and said parties ordered to convey to plaintiff the legal title and in default of conveyance that the decree of this Court act as such conveyance, or if it seem proper to the Court that the plaintiff have judgment against said executor and that he be ordered to sell said lands to pay said judgment, then that the plaintiff have judgment against said Samuel Staddle as such executor for the sum of One Thous. and dollars and that said Staddle as such Executor may be ordered to sell said land to pay the same, and for all such judgments orders & decrees as may be just and lawful or the equity of the case may require.

J. L. Cannon Atty for Pltff

State of Ohio Union County ss. Lucinda Ford, plaintiff, being duly sworn says the facts stated and the allegations made in the foregoing petition are true as she verily believes.

Lucinda Ford.

Sworn to before me by said Lucinda Ford and by her signed in my presence this 13th day of April 1882.

(Seal) J. H. Kinkade Notary Public.

Praecipe Clerk, Issue summons to the Sheriff of Logan Co for Wm Ford. To the Sheriff of Stark Co Indiana for Dora Armstrong. To Sheriff of Union Co. for Samuel Staddle.

On the 14th day of April A.D. 1882 a 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 Samuel Staddle that he and others have been sued by Lucinda Ford in the Court of Common Pleas of Union County and that unless he answers by the 13th day of May A.D. 1882 the petition of said Lucinda Ford 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

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the 24th day of April A.D. 1882. Witness my hand and the seal of said Court, this 14th day of April A.D. 1882.

(Seal) J.B. Burgner, Clerk.

In action for quieting title.

Sheriffs Return — The State of Ohio Union County ss. Received this writ April 14th 1882 at 12 oclock M. and pursuant to its command, on the 18th day of April A.D. 1882 I served the same by delivering a certified copy with the endorsment thereon to the within named defendant. Service 30. Mileage $2.16 Cop. 20 Total $2.66

John Hobensack Sheriff.

On the 14th day of April 1882 a 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 Logan, Greeting. We command you to notify Wm Ford that he and others have been sued by Lucinda Ford in the Court of Common Pleas of Union County and that unless he answer by the 13th day of May A.D. 1882 the petition of the said Lucinda 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 24th day of April A.D. 1882. Witness my hand and the seal of said Court this 14th day of April A.D. 1882.

(Seal) J.B. Burgner, Clerk.

In action for ~~quieting~~ title.

Sheriffs Return — The State of Ohio Union County ss. Received this writ April 15th 1882 at 2 oclock P.M. and pursuant to its command I served the same on the within named William Ford by leaving a certified copy of this writ with the endorsments thereon at his usual place of residence. Service .30 Mileage $1.92 Copy .16 Ret. 25; Postage 06 = $2.69.

A.M. Cline Sheriff of Logan County.

On the 14th day of April 1882 a 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 Stark, Indiana, Greeting: We command you to notify Dora Armstrong that she & others have been sued by Lucinda Ford in the Court of Common Pleas of Union County and that unless she answer by the 13th day of May A.D. 1882 the petition of the said Lucinda Ford 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 24th day of April A.D. 1882. Witness my hand and the seal of said Court this 14th day of April A.D. 1882.

(Seal) J.B. Burgner, Clerk.

In action for quieting title.

Sheriffs Return — The State of Indiana, Stark County ss. Received this writ April 15th A.D. 1882. at 3 oclock P.M. & Wm Seagraves, sheriff of said County make oath that on the 18th day of April 1882 I served this writ upon Dora Armstrong the within named defendant by delivering to her a true copy thereof

Wm Seagrave Sheriff

Sworn to before me by said Wm Seagraves and signed by him in my presence this 19th day of April 1882.

Geo. H. Beeman Notary Public

(Seal)

The State of Indiana Stark County ss. I Mathias T. Hepburn Clerk of the Circuit Court within & for the County of Stark aforesaid, do hereby certify that Geo. H. Beeman Esq. whose name appears to the affidavit to which this is attached was on the date and at the time of signing said Affidavit, to-wit: the 19th day of April 1882 a Notary Public within & for said County of Stark, duly elected commissioned & qualified, and that full faith & credit should be given to his official acts, and that the signature to this affidavit purporting to be his, is genuine. In Witness of which I hereunto affix the seal of said Court and subscribe my name, at Knox, this 19th day of April A.D. 1882.

(Seal)

Mathias T. Hepburn, Clerk

On the 25th day of April 882 an Answer was filed with the Clerk of said Court, to-wit:

Answer of Samuel Waddel

Lucinda Ford, vs William Ford, Dora Armstrong & Samuel Waddel as Admrs of Liderel Ford. Deceased. } In the Court of Common Pleas of Union Co. O.

And now comes the said defendant Saynel Waddle and for his seperate answer herein says: That on the 22d day of January A.D. 1879 he was apponited by the Probate Court of Union County, Ohio. as the Executor of the last will and testament of Lideral Ford, deceased, and that he duly qualified as such executor. The he complied with the Statute of said State of Ohio in every particular, as to the Publication of his said appointment, and that said Plaintiff had personal knowledge thereof immediately upon such appointment. That he continued as such executor until the 14th day of August 881 when he filed his final settlement as such executor in the said Probate Court of Union County, Ohio. notice of which was duly published by said Court, on the 19th day of January 881 and on the 11th day of Febuary, 881 said final settlement was duly approved and confirmed by said Probate Court and said executor was duly discharged from further liability as such executor.

This defendant further says that the said plaintiff never claimed to him any account against said estate of Liderel Ford, deceased, and the same was never presented to him as such executor nor did he ever reject said claim as such executor and he denies the allegation thereof in said plaintiffs petition.

Defendant further says that he paid all claims against said estate that were presented to him as such executor and that by the terms of said Will of said Liderel Ford, deceased, he had no authority or control over said real estate mentioned in Plaintiffs Petition

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and could not have aided said plaintiff in quieting her title thereto, A copy of which Will is hereto attached marked, "Exhibit A"

Defendant says that as to the claim of said plaintiff to said lands as set forth in her petition, he is not informed and therefore denies the same and defendant denies each and every allegation in said petition contained that relates to this defendant.

The said defendant therefore asks that he be allowed to go hence without day and recover of said plaintiff his costs herein expended and for all proper relief in the premises.

John M. Brodrick Atty for Deft.

The State of Ohio County of Union ss. Samuel Waddel the above named defendant being sworn says that the facts stated in the foregoing answer are, as affiant believes, true.

Samuel Waddle.

Sworn to by said Samuel Waddel before me and signed by him in my presence this 25th day of April A.D. 1882.

(Seal) J.B. Bunger, Clerk.

"Exhibit A"

In the name of the Benevolent Father of all, I Lideral Ford, do hereby make & publish this my Last Will and Testament in manner and form following, to-wit:

Item First: I give and devise to my daughter, Lucinda Ford, three cows & one colt, and all of the household goods and kitchen furniture that remains after my decease, such as bed steads and bedding, tables, chairs, stoves, cupboard-ware, Beaureaus, stands tables &c. also six head of sheep.

Item Second: I give and devise to my grand-daughter, Nancy Idora Johnson one, last Spring colt, and two one year old heifers last Spring.

Item Third: I hereby nominate & appoint Samuel Waddel my executor of this my last will & testament.

Signed this eighth day of November One Thousand Eight Hundred and Seventy Eight.

Lideral his X mark Ford

Signed in our presence & we in his presence. James Kennedy
W.H. Jordan.

Afterwards on the 26th day of September the following Entry was made on the Journal of said Court, to-wit:

Entry

Lucinda Ford }
vs }
William Ford, et al. }

This day came the said plaintiff by her attorney and the said defendants come not, but made default. Thereupon this cause came on to be heard upon the petition of the said plaintiff and the evidence.

On Consideration whereof the Court do find that the said plaintiff in the life time of the said Lideral Ford worked for him & for his wife and took care of them for several years before their death and that the said Lideral Ford was largely indebted to her for said services and

that in order to pay for said services in part said Liddeal Ford gave to the plaintiff the lands in the petition described and that she took possession & the same in part payment for her said services and the said Lideral Ford promised and intended to make her a deed therefor, but was by reason of his sickness and death prevented from making said deed.

The Court do further find that said plaintiff's services to her father & mother were reasonably worth more than said lands and that there was good & meritorious consideration in said Liddeal Ford giving her said land in part payment for said services. The Court further find that in consideration of said lands said plaintiff made and presented no claim against said estate of Lideral Ford and that said plaintiff being now in possession of said land is entitled in equity to have her said title quieted and put at rest.

It is therefor considered ordered and decreed by the Court that the said plaintiffs title to said lands be and the same is hereby ordered to be quieted & put at rest. and that a record of the procedings be made forever quieting the title to said lands in the plaintiff, and said William Ford and Dora Armstrong are hereby forever barred and enjoined from interfering with the plaintiff or those claiming under or through her, in her possession & enjoyment of said premises, And by consent of the plaintiff the said Samuel Liddel is dismissed without prejudice with his cost.

It is further ordered that the plaintiff pay the costs of this proceeding taxed to $

Attest: J. D. Bumgarner Clerk.

Pleas, before his Honor John A. Price, Judge of a Court of Common Pleas begun & held at the Court House in the town of Marysville, within and for the County of Union of the 3rd Sub. division of the 10th Judicial District of the State of Ohio, on the 8th day of September in the year of our Lord One Thousand Eight Hundred & Eighty four.

Heretofore to-wit: on the 21st day of October D.88[illegible] the following Petition was filed with the Clerk of said Court, to-wit:

Petition 3707

Viola K. Jones Plaintiff
vs
Alexander J. Mahaffey, John McCullough and James F. Mahaffey Defendants.

The State of Ohio. Union County Court of Common Pleas.

And now comes the said plaintiff Viola K. Jones and for cause of action herein against the said defendants Alexander J. Mahaffey, John McCullough and James F. Mahaffey says: That heretofore, to-wit: on the 24th day of Nov. A.D. 1859 the said defendants at the County of Franklin in the State of Ohio by their writing obligatory of

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that date, acknowledge 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. Mahaffey has this day been appointed by the Probate Court of Franklin County in the State of Ohio, guardian of the person and estate of Viola A. Ellis, age, three years April 4th A.D. 1859, minor heir at law of Samuel J. Ellis late of Madison County deceased.

Now if the said Alexander J. Mahaffey shall faithfully discharge his duties as guardian aforesaid according to law, then the obligation to be void; otherwise to be & remain in full force and virtue in law.

The said plaintiff further says that she is the identical Viola A. Ellis mentioned in the condition of said bond, of whom the said Alexander J. Mahaffey was appointed guardian, and heir at law of said Samuel J. Ellis deceased; That she has since intermarried with one J. A. Jones and that she is no longer a minor. That the said Alexander J. Mahaffey immediately 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 said Alexander J. Mahaffey since entering upon his said trust has never filed with said Probate Court an account or statement of his actions or 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 asks judgment against the said Alexander J. Mahaffey, John McCullough & James Mahaffey for the said sum of Two Hundred Dollars with interest thereon from the 24th day of November A.D. 1859.

Powell & Fulton Atty for Plaintiff.

The State of Ohio Union County, ss. F.B. Fulton being first duly sworn according to law says that he is one of the attorneys for the plaintiff in the above action duly authorized in the premises that the plaintiff is a non resident of Union County, Ohio. and that he believes the facts stated and allegations made in the foregoing petition to be true.

F.B. Fulton

Sworn to before me and subscribed in my presence by the said F.B. Fulton this 21st day of October 1859

W.W. Winget Clerk.

Praecipe To Clerk: Issue Summons for Defts to Sheriff of Union County Ohio returnable according to law.

Endorse, Amount claimed $200.00 with interest from Nov. 24th 1859.

Powell & Fulton Atty for Pltff.

Summons

On the 21st day of October A.D. 1880 a 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 Alexander J. Mahaffey, John McCullough and James T. Mahaffey that they have been sued by Viola M. Jones in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of Nov. A.D. 1880 the petition of the said Viola M. Jones 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 21st day of October A.D. 1880.

(Seal) W. M. Knight, Clerk.

Sheriff's Return

Amount claimed $200.00 and interest on $200.00 from Nov. 24th 1859.

The State of Ohio, Union County ss. Received this writ October 21st A.D. 1880 at 4 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 Oct. 23d 1880 and by leaving a certified copy thereof with endorsments thereon at the residence of the within named John McCullough Oct. 26th 1880. The within named Alexander J. Mahaffey not found in my county. Service 55¢ Mileage $1.80 Copy $0.75 Total $3.10

J. L. Miller, Sheriff

On the 18th day of December 1880 the following Answer was filed with the Clerk of said Court, to-wit:

Answer

Viola M. Jones, Plaintiff.
vs
Alexander J. Mahaffey, John McCullough, James T. Mahaffey, Defendants.

In the Court of Common Pleas, Union County, Ohio.

Now comes James T. Mahaffey one of the defendants herein and for his answer says:

First. That said Alexander J. Mahaffey is not a resident of said County of Union and that no part of the plaintiffs said causes of action arose therein and that this Court has no jurisdiction of the subject matter of this action nor of this defendant.

Second. This defendant did at one time, a great many years ago sign a guardian bond 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 the true copy of a bond signed by him, and so therefore denies and demands proof of the same.

Third. This defendant has no means of knowing and does not know whether any money or property came into the hands of said Alexander J. Mahaffey by reason of his guardianship and he therefore denies & 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

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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 15th day of November A.D. 1858 till the 18th day of August 1861 when said Alexander J. Mahaffey enlisted as a Volunteer Soldier in the 30th Ohio Regiment and entered the service of this country, that after 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.

Fifth This defendant says that having thus fully answered asks that he may go hence without day and recover his costs expended and for all proper relief.

Cameron & Benton Atty for Defft

State of Ohio Union County ss James T. Mahaffey who being first duly sworn according to law deposes & says that he is the defendant answering in the case and that the facts stated and allegations made in the foregoing answer are true as he verily believes.

James T. Mahaffey.

Sworn to by James T. Mahaffey and signed by him in my presence this 18th day of Dec. A.D. 1880.

W. M. Stringer Clerk

On the 12th day of Sept. 1881 a Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer

Viola N. Jones
vs
Alexander J. Mahaffey et al

And now comes the said plaintiff and demurs to the first defense stated in defendants answer for the reason that facts stated therein are not sufficient to constitute a valid defense to plaintiffs cause of action.

Viola N. Jones By Powell & Fulton her Attys

On the 14th day of Sept. 1881 the following entry was made on the journal of said Court, to-wit:

Entry

Viola N. Jones
vs
Alex. J. Mahaffey et al

This day this cause came on to be heard upon the demurrer of plaintiff to the first defense in the answer stated and was argued by Counsel, on consideration whereof the Court being fully advised in the premises sustains the same to which ruling said James T. Mahaffey excepts. On motion, leave was granted plaintiff to reply to the other defenses of said answer stated.

Reply

On the 16th day of Sept. 1881 the following Reply was filed with the Clerk of said Court, to-wit:

Viola H. Jones vs Alexander J. Mahaffey et al } The State of Ohio, Union County Court of Common Pleas.

And now comes the plaintiff and for reply to the fourth defense set upon defendants answer says: That it is not true that the defendant Alexander J. Mahaffey between the dates of November 18th 1858 and Jan. 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 plaintiffs guardian.

Plaintiff says that on or about the 18th day of Nov. 1858 Alexander J. Mahaffey was married to her mother and that plaintiff being then an infant went with her mother and lived with said mother and said Alexander J. Mahaffey her step-father and that what ever if any, food, raiment, clothing and home was furnished plaintiff by the said Alexander J. Mahaffey were the mere necessaries of life, and were furnished by said Alexander J. 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 such time was an infant of tender age. Plaintiff therefore prays judgment as asked in said petition.

Powell & Fulton Attys for Plaintiff

The State of Ohio, Union County ss. Viola H. Jones being first duly sworn according to law says the facts stated and allegations in the foregoing Reply are true as she verily believes.

Viola H. Jones.

Sworn to before me and subscribed in my presence by the said Viola H. Jones this 19th day of Jany A.D. 1881

(Seal) Andrew J. Mowry Notary Public.

Amended Petition

On the 8th day of January 1883 the following entry was made on the Journal of said Court, to-wit:

Entry

Viola H. Jones. vs Alexander J. Mahaffey et al

This day came the parties by their attorneys and leave is granted to parties to withdraw the answer & Reply and defendant James J. Mahaffey has leave to file a demurrer to the petition in this case all of which is accordingly done. To all of which plaintiff excepts.

On the 8th day of Jan. 1883 a demurrer was filed with the Clerk of said Court, to-wit:

Demurrer

Viola H. Jones vs Alex. J. Mahaffey et al } State of Ohio Union County s.s. To the Court of Common Pleas.

Now comes the defendant James J. Mahaffey

leave having first been obtained and demurs to the petition of said plaintiff, and for grounds of demurrer says: 1st This Court has no jurisdiction of either the subject matter of this case or of the person of the defendant James T. Mahaffey 2d said petition does not contain facts sufficient to constitute a cause of action. 3d There is a defect in the parties defendant. 4th Several causes of action are improperly joined. 5th Separate causes of action against several defendants are improperly joined. 6th This Court has no jurisdiction to make a settlement for said guardian and it appears by said petition that no settlement has been made. The plaintiff has no legal right to sue in this case.

J. L. Cameron Atty for Defts

On the 5th day of April 1883 an Amended Petition was filed with the Clerk of said Court, to-wit:

Amended Petition

Viola A Jones Plaintiff
vs
Alexander J Mahaffey, John M'Cullough and James T. Mahaffey Defendants

The State of Ohio, Union County, Court of Common Pleas.

And now comes the said plaintiff Viola A. Jones and for cause of action herein against the said defendants Alexander J. Mahaffey, John M'Cullough and James T. Mahaffey says: That heretofore to-wit: on the 24th day of November A.D. 1859 the said defendants in 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. Mahaffey has this day been appointed by the Probate Court of Franklin County, in the State of Ohio, guardian of the person & estate of Viola A. Ellis, age 3 years April 4th 1859, minor and heir at law of Samuel J. Ellis late of Madison County, deceased. Now if the said Alexander J. Mahaffey shall faithfully discharge his duties as guardian as aforesaid according to law then this obligation to be void, otherwise to be and remain in full force & virtue in law. A copy of which obligation is hereto attached marked "A". The said plaintiff further says that she is the identical Viola A. Ellis mentioned in the condition of said bond, of whom the said Alexander J. Mahaffey was appointed guardian, and heir at law of said Samuel J. Ellis, dec'd. That she has since intermarried with one J. A. Jones and that she is no longer a minor. That the said Alexander J. Mahaffey immediately entered upon his trust as guardian of this plaintiff and that there came into his hands as guardian, funds belonging to plaintiff as his ward, the exact amount of which plaintiff is unable to state. That said Alexander J. Mahaffey since entering upon said trust has never filed with said Probate Court an 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. The said Plaintiff further says that the whereabouts of the said Alexander J. Mahaffey are unknown to her and to his family & friends and diligent search and inquiry by his friends and relatins has failed to reveal anything in regard to him and that the last that was heard of him he was in the U.S. Army which was several years ago. Plaintiff does not know whether the said Alexander J. Mahaffey is living or dead and says it would be impossible to compel him to file an account of his doings as her guardian. Plaintiff therefore prays that an account may be taken of the actions and doings of said Alexander J. Mahaffey as her guardian, of the amount that came into his hands and the amount due her from said Alexander J. Mahaffey as her guardian, and that she may have judgment against the said defendants for said amount, and for all other and proper relief she may be entitled to in the premises.

Powell & Fulton Attys for Pltff.

The State of Ohio, Union County, ss. F.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 the plaintiff is a non-resident of Union County, Ohio and that he believes the facts stated and the allegations made in the foregoing petition are true.

F.B. Fulton.

Sworn to before me and subscribed in my presence by the said F.B. Fulton this 5th day of April A.D. 1883.

J.B. Burgner, Clerk

Copy of Guardian's Bond.

We Alexander J. Mahaffey, John M. Cullough and James T. Mahaffey, hereby acknowledge ourselves to be indebted to the State of Ohio in the penal sum of Two Hundred Dollars to the payment of which we jointly and severally bind ourselves.

Witness our hands & seals this 24th day of Nov. A.D. 1859.

The condition of the above obligation is such that whereas the said Alexander J. Mahaffey has this day been appointed by the Probate Court of Franklin County in the State of Ohio, guardian of the person and estate of Viola N. Ellis aged 3 years April 4th 1859 minor heir at law of Samuel J. Ellis late of Madison County deceased. Now if the said Alexander J. Mahaffey shall faithfully discharge his duties as guardian as aforesaid according to law, then this obligation to be void; otherwise to be and remain in full force & virtue in law.

Alexander J. Mahaffey (Seal)
John M'Cullough (Seal)
James T. Mahaffey (Seal)

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On the 9th day of January 1883 the following entry was made on the Journal of said Court, to-wit:

Entry

Viola N. Jones
vs
Alexander J. Mahaffey et al

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the demurrer of the defendant James Mahaffey 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 sustain said demurrer, to which ruling of the Court in sustaining said demurrer the plaintiff excepts. Thereupon plaintiff asked and had leave to file an amended petition in 20 days from the rising of the Court and cause continued.

On the 5th day of September 1885 a Motion was filed with the Clerk of said Court, to-wit:

Motion

Viola N. Jones
vs
Alexander J. Mahaffey et al

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

The defendant James T. Mahaffey now comes and moves the Court here for an order striking from the files the Amended Petition of said plaintiff and for grounds of his motion says: That said amended petition is an attempt to make a new and different cause of action against this defendant. That said Amended Petition is not an amendment but an entirely new cause of action and a complete departure from the original action.

J. L. Cameron Atty for Deft

On the 27th day of Sept 1883 the following Entry was made on the Journal of said Court, to-wit=

Entry

Viola N. Jones
vs
Alexander J. Mahaffey et al

This day this cause came on to be heard upon the motion of the defendant James T. Mahaffey to strike the amended petition of plaintiff from the files and was argued by counsel: On consideration whereof the Court being fully advised in the premises overrules said motion, to which overruling said motion the said defendant at the time excepted.

On the 16th day of January 1884 a Motion was filed with the Clerk of said Court, to-wit=

Motion

Viola N. Jones Pltff.
vs
Alexander J. Mahaffey et al Deft.

In Union County Court of Common Pleas.

Now comes the defendant James T. Mahaffey and moves the Court for an order requiring the said plaintiff to make her said Amended Petition

more definite and certain in this. State where Alexander J. Mahaffey last resided. That she state whether the estate of said Alexander J. Mahaffey has been settled. How long it has been since he was last heard from. Whether any letters of Administration were ever granted on his estate. And for want of such amendment the said Amended Petition be stricken from the files.

J. L. Cameron Atty for Deft.

On the 17th day of April 1884. the following Entry was made on the Journal of said Court, to-wit:

Viola A. Jones }
vs }
Alex. J. Mahaffey etal }

Entry.

This day this cause came on to be heard upon the motion of the defendant filed herein on the 16th day of January A.D. 1884 and was argued by counsel. On consideration whereof the Court being fully advised in the premises overrules the said motion to which ruling of the Court the defendant at the time excepted.

On the 17th day of April 1884 a Demurrer was filed with the Clerk of said Court, to-wit:

Viola A. Jones }
vs } In Union County Court of Common
Alexander J. Mahaffey etal } Pleas.

Demurrer

Now comes the defendant James T. Mahaffey and demurs to the Amended Petition of said Plaintiff and for grounds of demurrer says:
1st This Court has no jurisdiction of either the subject matter of this case or of the person of said James T. Mahaffey.
2nd Said Amended Petition does not contain facts sufficient to constitute a cause of action against said James T. Mahaffey
3rd There is defect of parties defendant, the Administrator of said Alex J. Mahaffey not having been made a party hereto.
4th Several causes of action are improperly joined.
5th Separate causes of action against several defendants are improperly joined.
6th It does not appear but that the estate of said Alex. J. Mahaffey is abundantly sufficient to pay all Plaintiffs claim and his Administrator is not a party nor has he been asked to settle

J. L. Cameron Atty for Deft.

On the 8th day of Sept. 1884 a Demurrer was filed with the Clerk of said Court, to-wit:

Viola A. Jones }
vs } The State of Ohio Union County
Alex. J. Mahaffey etal } Court of Common Pleas.

Demurrer

And now comes the Plaintiff and demurs to the second defense in the answer of James T. Mahaffey for the following reasons to-wit: 1st That the matters set up in said defense have already been passed upon

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by the Court in the demurrer of the defendant to the amended petition of plaintiff. 2d That the facts stated therein do not constitute a defense to plaintiffs petition

Powell & Fulton Atty for Pltff.

On the 8th day of September 1884 a Motion was filed with the Clerk of said Court, to-wit:

Motion

Viola A. Jones. } The State of Ohio Union County
vs } Court of Common Pleas.
Alex. J. Mahaffey et al }

And now comes the plaintiff and moves the Court to strike from the Answer of James T. Mahaffey the following: 1st That part commencing with the words "That no administrator of the said" and ending with the words "but no effort has been made to reach the same"
2d The second defense in said answer. The above is asked to be stricken out for the reason that the Court has already passed upon the matters therein stated and that the same are irrelevant.

Powell & Fulton Atty for Defts

Afterwards on the 8th day of May 1884 the following Entry was made on the Journal of said Court, to-wit:

Entry

Viola A. Jones
vs
Alex. J. Mahaffey, et al.

This day this cause came on to be heard upon the demurrer of James T. Mahaffey to the Amended Petition filed herein and was argued by counsel. On consideration whereof and the Court being fully advised in the premises find that the said demurrer is not well taken and therefore overrules the same, to which ruling of the Court the defendant James T. Mahaffey at the time excepted.

Afterwards on the 26th day of September 1884 the following Entry was made on the Journal of said Court, to-wit:

Entry.

Viola A. Jones. } }
vs }
Alex. J. Mahaffey et al }

This day came the parties by their attorneys and this cause came on to be heard upon the Amended Petition of the Plaintiff and the answer of the defendant James T. Mahaffey and the reply of the Plaintiff together with the evidence. On consideration whereof the Court find from the evidence in favor of the said James T. Mahaffey defendant and that the said Alexander J. Mahaffey fully expended all money received by him for the benefit of his said ward, the said Plaintiff and that on a just settlement no sum remained in the hands of said guardian. It is therefore adjudged and decreed by the Court that the defendant James T. Mahaffey

go hence and recover his costs. And the plaintiff gave notice of his intention to appeal, and the Court fixed the bond of Appeal at Fifty Dollars.

Attest: J. D. Burgner, Clerk.

Pleas before his Honor John A. Price 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 of the 3rd Sub-division of the 10th Judicial District of the State of Ohio, on the 8th day of September in the Year of our Lord One Thousand Eight Hundred & Eighty four.

Heretofore to-wit- on the 20th day of October 1883 the following petition was filed with the Clerk of said Court, to-wit:

Petition 4362

Nancy J. Amerine Plaintiff
vs
Richard Amerine, Ira Amerine & Samuel Amerine Defendants.

Union County Court of Com. Pleas.

Your Petitioner presents that she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union County, Ohio. Plaintiff further says that on the 16th day of January A.D. 1882 she was lawfully married to the defendant, Richard Amerine and that she has ever since conducted herself to-ward the defendant as a faithful and obedient wife. Yet the said defendant, Richard Amerine disregarding his duties as a husband has been guilty of gross neglect of duty toward the plaintiff, neglecting & refusing to support her the plaintiff. Plaintiff further says that on or about the 18th day of Jany. A.D. 1883 at Lima Ohio said defendant Richard Amerine was guilty of adultery with one Mamie Summers. Plaintiff further says that at various times prior to this date and during the winter and Spring of 1883 said defendant Richard Amerine was guilty of adultery with parties unknown to this plaintiff but who signed her name as House Dropery of Marysville Ohio. Said parties as well as the plaintiff and defendant at that time lived in Marysville Ohio. Plaintiff further says that Ira Amerine and Samuel Amerine are the duly appointed Executors under and by the terms of the last will & testament of Wesley Amerine deceased, and that by the terms of said last will of said Wesley Amerine the defendant received as a legacy of said Estate by the terms thereof and after paying the debts thereof 2/3 of 1/6 of 2/3 of said of said Wesley Amerine deceased. That by the terms of said Will said Ira Amerine and Samuel Amerine as the executors of said Estate are empowered and authorized to sell all of the real estate belonging to said estate and pay to said Richard Amerine the 2/3 of 1/6 of 2/3 of said Estate and that in pursuance of said Will said Executors of said Will have sold a part or all of said Real Estate of said decedent and have said effects of

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Plaintiff further says that said defendant, now that she has filed this her petition against him will dispose of his interest in said estate and place the same beyond her reach so that she may not obtain her reasonable alimony out of the same unless restrained by the order of this Court. Plaintiff further says that she is wholly unable to give bond in this case for an injunction. Plaintiff therefore prays that upon final hearing of this cause she may be granted her divorce and a reasonable alimony and that she may have her name restored to that of Nancy J. Smalley her name by a former marriage. Plaintiff further prays that a writ of injunction issue from this Court and that said Ira Amerine and Samuel Amerine be ordered & restrained from paying over to said Richard Amerine or to any one for him any of the money arising out of the sale of said estate of Wesley Amerine deceased as aforesaid until further ordered by this Court or in any way incumbering or disposing of the same and that said defendant Richard Amerine be restrained by injunction from in any manner incumbering or disposing of any of the aforesaid estate of Wesley Amerine dec'd as heretofore described, and for all proper relief.

J. M. Kennedy Atty for Plaintiff.

State of Ohio Union County ss. Nancy J. Amerine being duly sworn says the facts and allegations of the foregoing petition are true.

Nancy J. Amerine.

Sworn to and subscribed by the said Nancy J. Amarine before me this 20th day of October A.D. 1883

J. B. Burgner Clerk.

Injunction allowed as prayed for in the within petition until otherwise ordered by the Court of Common Pleas of Union County Ohio and without Bonds, under the Statute in such cases provided

Fees $2.50 Pd by Pltff.

John B. Coats. Probate Judge.

On the 20th day of Oct. 1883 a Temporary Injunction was filed with the Clerk of said Court, to-wit:

Nancy J. Amerine.
vs
Richard Amerine et al

In Union Com. Pleas. Oct 20th 1883.

Temp. Injunction

This day came the plaintiff by her attorney and on his motion & affidavit herein filed, and on good cause shown and it appearing to me that at this time there is no Supreme or Common Pleas Judge in said County, It is ordered that an injunction be issued herein enjoining the defendants from in any manner incumbering or disposing of any part of the legacy coming to Richard Amerine out of the above defts. out of the estate of Wesley Amerine dec'd. The same being 2/3 of 1/6 of 2/3 of said estate as prayed for in said petition, until further order of the Court of Com. Pleas or a judge thereof or otherwise dissolved by due course of law. Without Bond. under the Statute

in such case made and provided.

John B. Coats Probate Judge.

Seal

Oct. 20th 1883. a Praecipe was filed with the Clerk of said Court to-wit:

Praecipe — Nancy J. Amerine vs. Richard Amerine et al } Court of Common Pleas Union County, Ohio.

Marysville Oct. 20th 1883.

Issue the Clerk of said Court: Issue Summons & copy of petition in the above case. Petition endorsed; Injunction allowed. Prayer for injunction against all of the above defendants and Divorce & alimony against Richard Amerine. returnable according to law.

J. McKennedy Atty for Plaintiff.

Sheriff's Return — Endorsed: all the above and Amer

Sheriff's Return — The State of Ohio 4 o'clock P.M. A.D. 1883 & s with the Amerine of residen 90 Co. p. 60

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On the 20th day of Oct. 1883 a Summons was issued by the Clerk of said Court, to-wit:

Summons — The State of Ohio Union County ss. To the Sheriff of Union County: You are commanded to notify Richard Amerine that Nancy J. Amerine has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio. a petition (a true copy of which is herewith delivered to you to be served on him) charging him with adultery and asking that she be divorced from him and that she be allowed alimony 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 29th day of October A.D. 1883.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 20th day of Oct. A.D. 1883.

Seal

J.B. Burgner, Clerk.

Summons in action for Divorce and Alimony. Injunction allowed and Prayer for injunction against all the above defendants.

Sheriff's Return — Received 3 o'clock P.M. on the 20th day of Oct. A.D. 1883. and on the 20th day of October A.D. 1883. I served the same by delivering to the within named defendant a true copy thereof with the endorsements thereon also a copy of the petition. Service, 30 Co. copy, 20. Mileage 64 — $1.14

John Hobensack Sheriff.

On the 20th day of Oct. 1883 a 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 Samuel Amerine and Ora Amerine that they and Richard Amerine have been sued by Nancy J. Amerine in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of Nov. A.D. 1883 the Petition of the said Nancy J. Amerine 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 29th day of Oct. A.D. 1883. Witness my hand and the seal of said Court this 20th day of October A.D. 1883.

Seal

J.B. Burgner, Clerk.

Endorsed: Injunction allowed. Prayer for injunction against all the above named defendants & Divorce & Alimony against Richard Amerine.

J. M. Kennaddy Atty for Pltff.

Sheriff's Return

The State of Ohio Union County ss. Received this writ Oct. 20th A.D. 1883 at 4 o'clock P.M. and pursuant to its command on the 20th day of Oct A.D. 1883 I served the same by delivering a true copy of this writ with the endorsments thereon to the within named Richard Amerine and leaving a copy of the same at the usual place of residence of Samuel Amerine and Ira Amerine, Service .60 Mileage .90 Cop. .60 Total $2.16.

John Hobensack Sheriff.

Afterwards on the 20th day of Sept. 1884 the following entry was made on the Journal of said Court, to-wit:

Entry

Nancy J. Amerine
vs
Richard Amerine et al

This day this cause came on to be heard upon the petition of the plaintiff and the defendant being in default for answer or demurrer do find for the plaintiff as follows, to-wit: First; The Court finds that the plaintiff was married as stated in the petition and that she was a bona-fide resident of Union County at the time of filing this petition 2d. This Court finds that the defendant was guilty of gross neglect of duty toward the plaintiff as charged in the Plaintiffs petition. 3d. The Court also finds for plaintiff and allows her One Hundred Dollars Alimony.

It is therefore ordered and adjudged that the marriage relation heretofore existing be dissolved & held for naught and plaintiff recover of defendant One Hundred Dollars alimony herein obtained, and her costs herein taxed at $21.50

It is further ordered that said Plaintiff be restored to her former name of Nancy J. Smalley.

Attest: J. L. Burgner Clerk.

Pleas before his Honor John A Price Judge of ast Court of Common Pleas, begun & held at the Court House in the town of Marysville, within and for the County of Union of the 3rd Sub Division of the 7th Judicial District of the State of Ohio. on the 19th day of October in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit on the 29th day of May 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4843

G.L. McFarland & Ed Roberts. Plaintiffs
vs
A.B. Roberts and Susan Roberts Defendants

In the Court of Common Pleas of Union County, Ohio.

1st Cause of Action. Now comes the said Plaintiff and complains of said defendants for this. That said defendants are indebted to the Plaintiffs in the sum of Two Hundred & Seventy Five Dollars. which Plaintiffs claim with interest from the first day of April A.D. 1885 on a promissory note of which the following is a copy with all the Credits and endorsments.

$275.00 Delevan Ohio January 21st 1885

Apne 1st after date, for value received we or either of us, promise to pay to the Deposit Banking Company, or order, at the Banking House of said Company at Delevan Ohio. Two Hundred and Seventy five Dollars with interest at 8 percent after maturity. And we hereby authorize any attorney at law to appear for us or either of us in an 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 or either of us and confess judgment in favor of the said Deposit Banking Company against us or either of us for the amount that may be due thereon 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 this 21st day of Jan. A.D. 1885

Signed
No. 17993.

A.B. Roberts
G.L. McFarland
E.P. Roberts

Endorsed: Pay to G.L. McFarland & E.P. Roberts or order without recourse on me. A.B. Welsh Cashier Deposit Banking Company

Second cause of action. At the time of delivering said note and to secure the payment of the same the defendants executed and delivered to plaintiffs their mortgage deed conveying the following premises. Situate in the Township of Claibourn in the County of Union and State of Ohio. and known as part of Virginia Military Survey No 6307, Beginning in the Richwood and Bokes Creek Pike N.E. corner to a piece of land in John Woods name. Thence 75° N. 20 Poles along the north line of John Woods land to a stake. Thence North 15° W. Eight (8) Poles to a stake; Thence N. 75° E. 4 1/3 Poles to a stake. Thence N. 15°

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W. 16⅔ poles to a stake; thence S. 15° E. 24⅓ poles to the place of beginning containing Two & 107/160 (107/160) Acres of Land.

Said mortgage was so conditioned that if the said A B Butler should pay or cause the above described note when the same became due and save these plaintiffs from any loss or damage by reason of their going his security then these presents to be void

But plaintiffs say that when said note become due they were compelled to pay said note and the defendant failed to pay any part thereof and that the same has been paid by said plaintiff and no part by this defendant. That said note is due and paid. That said mortgage has become absolute.

On the 26th day of February 1885 at 1½ o'clock P.M. said mortgage was duly left for record at the Recorders Office of Union County Ohio. and was duly recorded in Book No. 22 Page 91 of his records.

Plaintiffs therefore ask judgment against said defendants in said sum of Two Hundred & Seventy Five Dollars without at 8% from April 1st 1885 and that said premises may be sold and the proceeds applied in the payment of said judgment

F B Benton Atty for Pltffs.

State of Ohio Union County ss. G L McFarland who being first duly sworn deposes & says that he is one of the Plaintiffs in this action and that the facts stated and allegations made in the foregoing petition are true as he verily believes

G L McFarland.

Sworn to by G L McFarland and signed by him in my presence this 21st day of May A.D. 1885

(Seal) A H Beightler Notary Public.

Praecipe To the Clerk: Issue summons to the Sheriff of Union County, directed to be served on the said defendants, returnable according to law. Endorse; Amount claimed Two Hundred & Seventy Five dollars and interest and foreclosure of mortgage.

F B Benton Atty for Pltff

On the 29th day of May A.D. 1885 a 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 A B Butler and Susan Butler that they have been sued by G L McFarland and E J. Roberts in the Court of Common Pleas of Union County and that unless they answer by the 27th day of June A.D. 1885 the petition of said plaintiffs 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 June A.D. 1885. Witness my hand and the seal of said Court this 29th day of May A.D. 1885

(Seal) J C Burgner, Clerk.

Endorsed. In action for foreclosure of mortgage. Amount claimed Two Hundred and Seventy five dollars and interest.

Sheriff's Return

The State of Ohio Union County ss Received this writ May 29th A.D. 1885 at 2 o'clock P.M. and pursuant to its command on the 5th day of June A.D. 1885 I served the same by delivering to the defendant Susan Butler a true copy of this writ with the endorsements thereon and by leaving a true copy with endorsments thereon for the Defts. A B & Butler Service $3. Mileage $2.56 Cop. 40 = $3.41

W Hopkins Sheriff By A.H. Goodwin Deputy

Entry

On the 8th day of July 1885 the following Entry was made on the Journal of said Court, to-wit:

G. L. McFarland et al
vs
A B. Butler et al

This day this cause came on to be heard upon the evidence and pleadings and said defendants being in default for demurrer or answer and the Court being fully advised in the premises find that the Defendants A B & Butler and Susan Butler his wife executed and delivered to the plaintiffs G.L. McFarland and E.J. Roberts the mortgage deed in the petition described. That said mortgage was duly recorded in Book No 22 Page 91 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 the said plaintiffs are thereby entitled to have the defendants equity of redemption foreclosed

It is therefore considered and decreed that unless the said defendants shall forthwith 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 & Eighty & 50/100 Dollars with 8% interest from July 1st 1885 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 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.

On the 11th day of July 1885 an 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 and for said County, on the 8th day of July A.D. 1885 in the cause of G.L. McFarland et al. Plaintiffs and A B. Butler et al. Defendants said G.L. McFarland et al obtained a judgment or decree against said A B Butler et al for the sum of Two Hundred and Eighty & 50/100 Dollars. and Dollars costs of suit:

And Whereas, it was then and there by said Court ordered adjudged and decreed that the said A B Butler shall forthwith pay unto the said G.L. McFarland the said sum of Two Hundred Eighty & 50/100 Dollars with interest from the 1st day of July A.D. 1885 at the rate of 8% per annum and to the Clerk of this Court the costs of this action herein taxed to $ and upon

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default to pay the same, that an Order of Sale issue to the Sheriff of this County commanding him to proceed according to the Statute regulating judgments & executions at law, to sell the real estate described in Plaintiffs petition &c. And whereas the time aforesaid has fully expired and the said sum of $280,50 with interest and cost have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise advertise and sell as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Claibourne County of Union & State of Ohio, bound ed and described as follows: Part of U. M. Survey No 6307. Beginning in the Richwood & Bokes Creek Pike N.E. corner to a piece of land in John Woods name. Thence 75° W. 20 poles along the north line of John Woods land to a stake. Thence N. 15° W. 8 poles to a stake; Thence N. 75° E 4⅓ poles to a stake; Thence N. 15° W. 16⅔ poles to a stake; Thence S. 15° E. 24⅓ poles to the place of beginning containing 2 107/160 Acres of land.

We therefore command you, That you proceed to carry said order, judgment & decree into execution agreably 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, and the Seal of said Court at Marysville, Ohio, this 11th day of July A.D. 1885.

J.S. Burgner, Clerk. By W.M. Knight Deputy

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 July 85 Summon, W.C. Jones, W.H. Conkright and D.F. Parsons 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 14th day of July A.D. 1885 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 15th day of July 1885, I caused to be advertised in the Richwood Gazette (a news paper printed & published and of genral circulation in Union Co) 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 August A.D. 1885 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 said fifteenth day of August A.D. 1885 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came McFarland & Roberts who bid for the same the sum of Three Hundred and Thirty five Dollars

and said sum being more than two thirds of the appraised value thereof, and said W.F. Farland & Roberts being the highest and best bidders therefor, & then and there publicly sold and struck off said lands and tenements to them for said sum of Three Hundred & Thirty five Dollars. Sheriff's Fees $7.25 Appr's Fee $3.00 Printers Fees $9.90.

M. Hopkins Sheriff.
By A.K.G. Deputy.

On the 17th day of August 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

G.L. McFarland et.al. vs A.B. Butler et.al. } On Order of Sale

Proof of Publication

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 August 15th 1885 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 Claibourne, County of Union, State of Ohio, and being known and described as follows, to-wit: Part of Virginia Military Survey No 6307 Beginning in the Richwood and Bokes Creek Pike North East corner to a post of land in John Wood's name; thence 75° W. 20 poles along the north line of John Wood's land to a stake; thence N. 15° W. 8 poles to a stake; thence N. 75° E 4⅓ poles to a stake; thence N. 15° W. 16⅓ poles to a stake; thence S. 15° E. 24⅓ poles to the place of beginning, containing 2 107/160 acres of land, Appraised at $500 Terms of Sale.- Cash.

F.B. Benton Attorney.

Marion Hopkins Sheriff.

State of Ohio County of Union ss. I Robert Smith, do make oath that the advertisement of which the annexed is a copy was published for 5 weeks to-wit July 16th 23d, 30th & Aug. 6th & 13th A.D. 1885 in the Richwood Gazette a Weekly Newspaper printed in and being of general circulation within said County, and of which I am editor.

Robert Smith.

Sworn to and Subscribed before me this 17th day of Aug. 1885

Seal

J.L. Burgner Clerk.

Afterward on the 28th day of Oct. 1885 the following Entry was made on the Journal of said Court, to-wit:

G.L. McFarland et.al vs A.B. Butler et.al } Entry

On motion of the plaintiff and on their 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 orders of this Court, it is ordered that the Proceedings and Sale be, and they are hereby approved and confirmed and it is further ordered that the Sheriff convey to the Purchasers G.L. McFarland and E.J. Roberts by deed in fee simple the lands and tenements so sold and the

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said purchasers are hereby subrogated to all the rights of the said lein holders in said premises so faras they may be paid herein for the protection of their title, and a writ of possession is awarded to put said purchasers in possession of said premises.
And the Court coming now to distribute the proceeds of said Sale amounting to ($335.00) Three hundred & thirty five dollars it is ordered that the Sheriff out of the money in his hands, first pay the costs of this action taxed at $ — Secondly to John D. Burgner Clerk $7.25 balance of costs due in the case of M. Jacoby vs A B Butler & wife No 4639 Ct. Doc. P. Page 64. which the Court finds a prior lein on said premises Third, To the plaintiffs G.L. McFarland & E.J. Roberts the amount heretofore found due them with interest at 8% to-wit: the sum of $287.70 and to the defendants the balance if any remaining.

Attest: J. D. Burgner, Clerk.

Pleas before his Honor John A. Price, 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 of the 3rd Sub-Division of the 10th Judicial Distrack of the State of Ohio on the 19th day of October in the year of our Lord One Thousand Eight Hundred and Eighty five. Heretofore to-wit: on the 9th day of May 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4825 — Joseph W Rogers vs Mary C. Fadley and Thomas Fadley her husband } Court of Common Pleas Union County, Ohio.

The plaintiff says, on or about the 18th day of Nov. 1882 the defendants Mary C. Fadley and Thomas Fadley executed and delivered to him their five promissory notes of that date for the purchase money of the premises hereinafter described, four of which remain unpaid and copies of which are hereto attached A, B, C & D & made a part of this petition. The defendants also on or about said date to secure the payment of said notes executed and delivered to said plaintiff their mortgage deed upon the following described premises to-wit: Situated in the Village of Richwood County of Union and State of Ohio. Being all of Lot Number (367) Three Hundred and Sixty seven in Beaty's Addition to said Village of Richwood, more particularly described in the Recorded Plat of said Addition
The condition contained in said Mortgage was in substance that if the said Mary C. Fadley and Thomas Fadley should pay or cause to be paid said notes as the same severally became due then said deed to be void otherwise to be and remain in full force and virtue in law forever. On the 21st day of December 1882 at 12 o'clock M. said Mortgage was delivered to the Recorder of Union County and was by him recorded on the 26th day of Dec. 1882 in Vol. 20 Page 30. Union County Record of Mortgages & is the first & best lein on said premises

Said deed has become absolute. There is now due and remaining unpaid upon said note marked A. the sum of $66.94 with interest thereon at 6 percent from the 7th day of May 1885 and there is due and remaining unpaid upon said not marked B. the sum of $100 00 with 6 percent interest thereon from the 18th day of November 1882 and there will be due on said note marked C. April 1st 1886 the sum of $125 00 with 6 percent interest thereon from Nov. 18th 1882. And there will be due on April 1st 1887 on said note marked D. the sum of $125 00 with 6% interest thereon from Nov. 18th 1882. Plaintiff is the legal owner & holder of said notes. Whereupon plaintiff prays judgment against said Defendants, Mary C. Fadley and Thomas G. Fadley on said notes marked "A" "B" for the sum of $181.94 and interest thereon at 6% from the 7th day of May 1885 and that said Mortgage may be foreclosed, the said premises be ordered to be sold and the proceeds applied to the payment of said Plaintiffs claim according to law and for such other and further relief as in equity he may be entitled to.

L.S. Gardiner Atty for Pltff.

State of Ohio, Union County ss. Joseph Rodgers, the plaintiff, being duly sworn says: the facts and allegations in the foregoing petition are true as he verily believes.

Joseph Rodgers.

Sworn to and subscribed before me this 8th day of May. 1885.

Seal

Wyatt J. Rucker Notary Public.

Copies of Notes.

$100 00 Richwood, Ohio Nov. 18th 1882.

April 1st 1884 after date I promise to pay to the order of Joseph Rogers One Hundred Dollars at Bank of Richwood, Value received, with interest at 6 percent from date.

Mary C. Fadley
Thomas G. Fadley

July 19th 1884 Received on the within note $16 00. Eight dollars Pd. July 28th 84
Sixteen dollars Paid Oct. 4th 84. Pd May 7th 1885 $6.25

$100 00 Richwood, Ohio. Nov. 18th 1882

April 1st 1885 after date I promise to pay to the order of Joseph Rodgers One Hundred Dollars at Bank of Richwood Value received with interest at 6 percent from date.

Mary C. Fadley
Thomas G. Fadley.

$125 00 Richwood O. Nov. 18th 1882.

April 1st 1886 after date I promise to pay to the order of Joseph Rodgers, One Hundred & Twenty five Dollars. at Bank of Richwood Value received with interest at 6 percent from date.

Mary C. Fadley
Thomas G. Fadley.

$125 00 Richwood Ohio Nov. 18th 1882.

April 1st 1887 after date I promise to pay to the order of Joseph Rodgers One Hundred & Twenty Five Dollars. at Bank of Richwood, Value received with interest at 6 per cent from date.

Mary C. Fadley
Thomas G. Fadley.

Praecipe Fs Clerk: Issue Summons upon petition to Sheriff of Franklin Co returnable according to law. Amount for which judgment is asked $181.94 int. 6 % from May 7/1885 and Foreclosure of Mortgage.

Summons.

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Sheriffs Return

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On the 9th day of May A.D. 1885 a 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 Franklin Greeting: We command you to notify Mary C. Fadley & Thomas G. Fadley that they have been sued by Joseph Rogers in the Court of Common Pleas of Union County and that unless they answer by the 6th day of June A.D. 1885 the Petition of said Joseph Rogers 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 May A.D. 1885. Witness my hand and the seal of said Court, this 9th day of May A.D. 1885.

Seal

J.C. Burgner, Clerk.

Action for Foreclosure of Mortgage Amount for which judgment is asked $181.94 at 6% int. from May 7th 1885

Sheriffs Return The State of Ohio, Franklin County ss Received this writ May 10th 1885 and pursuant to its command on the 15th day of May A.D. 1885 I served the same by handing to Mary C. Fadley a true and certified copy of this writ with all the endorsements thereon. And Thomas G. Fadley by leaving a true & certified copy of this writ at his usual place of residence Service 45c Mileage $2.40 Copies 40c Doc 25c Postage .04 = $3.54

Louis Kemmler Sheriff.
By A.L. Hoelblich Deputy.

Afterward on the 9th day of June 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry Joseph Rodgers vs. Mary C. Fadley et al Thomas G. Fadley } Court of Common Pleas Union County Ohio.

This day came the Plaintiff by his atty. 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 there is due the Plaintiff from defendants on the notes marked "A & B" as set forth in the Petition the sum of $182.94 and interest thereon at 6 percent from this date and that the notes marked "C & D" are not yet due. It is therefore considered by the Court that the said Plaintiff recover of the said defendants Mary C. Fadley and Thomas G. Fadley the said sum of $182.94 and 6% interest from this date and his costs herein expended taxed at $ The Court further find that in order to secure the payment of said notes the Defendants, Mary C. Fadley and Thomas G. Fadley executed and delivered to said Plaintiff their mortgage as in the Petition described and on the premises therein described Being all of Lot No 367 in Beatty's addition to said Village of Richwood in Union County, Ohio. and that said mortgage was duly recorded in Book No 20 Page 30 of the Records of Mortgages of Union County Ohio. and is the first & best lien on the said premises.

It is therefore considered & adjudged that unless the defts Mary C. Fadley & Thomas G. Fadley shall within two 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 herein the sum so found as aforesaid with interest from the date of this entry according to the terms of said mortgage, 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. Commanding him to appraise & sell said premises as upon execution and bring the proceeds into Court for further order.

On the 12th day of June A.D. 1885 an 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 Union Greeting: Whereas at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 9th day of June A.D. 1885 in the cause of Joseph Rodgers Plaintiff and Mary C. Fadley and Thomas G. Fadley Defendant said Joseph Rodgers obtained a judgment or decree against the said Mary C Fadley and Thomas G Fadley for the sum of One Hundred Eighty two 92/100 Dollars and Dollars costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said Mary C. Fadley and Thomas G. Fadley shall within two days from the 9th day of June A.D. 1885 pay unto the said Joseph Rogers the said sum of One Hundred Eighty two 92/100 Dollars with interest from the 9th day of June A.D. 1885 at the rate of 6 percent per annum and to the Clerk of this Court the costs of this action herein taxed to $ and upon default to pay the same that an order of sale issue to the Sheriff of this County commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in Plaintiff's petition &c. And whereas the two days aforesaid have fully expired and the said sum of $182.94 with interest and costs have not been paid as aforesaid, as appears to us of record.

You are therefore commanded to proceed and appraise, advertise and sell, as aforesaid the following lands and tenements to-wit: Situated in the Village of Richwood County of Union and State of Ohio, bounded and described as follows:

Being all of Lot Number Three Hundred & Sixty Seven (No 367) in Beaty's Addition to said Village of Richwood.

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 & 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 12th day of June 1885

Seal

J. B. Burgner, Clerk.

Sheriff's Return

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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 15th day of June 1885 summon W.H. Marriott, D.F. Parsons & W.H. Conkright 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 15th day of June 1885 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 17th day of June 1885 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 1st day of August A.D. 1885 at 1 o'clock P.M. on 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 1st day of August A.D. 1885 at the time and place above mentioned proceed to offer said lands and tenements at public sale, and then and there came Joseph Rogers who bid for the same the sum of Three Hundred & Seventy five Dollars. and said sum being more than two thirds the appraised value thereof and said Joseph Rogers 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 & Seventy five Dollars. Sheriff's Fees. $5.96 Appraisers Fees $3.00 Printers Fees $7.20

Marion Hopkins Sheriff.

On the 18th day of August 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Joseph Rogers vs Mary C. Fadley et al } On Order of sale.

Proof of Publication

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 north door of the Court House in Marysville, Ohio on Saturday August 1st 1885 at or about the hour of 1 o'clock P.M. on said day, the following described real estate, to-wit: Situated in the Village of Richwood, County of Union State of Ohio and being known and described as follows to-wit: Being all of Lot No. Three Hundred Sixty Seven (367) in Beatty's Addition to said Village of Richwood. Appraised at $500. Terms of Sale - Cash.

S.S. Gardiner Atty.

Marion Hopkins, Sheriff

State of Ohio County of Union ss. I, Robert Smith do make oath that the advertisment of which the annexed is a copy was published for 7 weeks, to-wit: June 18th & 25th and July 2nd, 9th, 16th 23d & 30th A.D. 1885 in the Richwood Gazette a weekly newspaper

printed in, and being of general circulation within said county, and of which I am editor.

Robert Smith.

Sworn to and subscribed before me, this 15th day of August A.D. 1885.

J.D. Burgner Clerk.

Afterwards to-wit the 24th day of Oct. 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Joseph Rodgers
vs
Mary C. Fadley 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 and the Court now 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 and sale be and they are hereby approved and confirmed and it is further ordered that the said Sheriff convey to the purchaser Joseph Rodgers or his assigns 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 now coming to distribute the proceeds of said sale amounting to $375.00 it is ordered that the Sheriff out of the money in his hands pay. First, the costs of this action taxed at $

Secondly: The Court find that two of the notes in said petition described are not yet due and that there is owing thereon to said plaintiff $2.50 with 6% interest thereon from Nov. 18th 1882 which the Court find the plaintiff is entitled to receive out of the proceeds of said sale by virtue of its lien on the property sold. It is therefore ordered that the Sheriff pay to the plaintiff Joseph Rodgers the balance remaining in his hands on the amount herein and in the former decree found due and owing with interest, to-wit the sum of $484.94

Attest: J.D. Burgner, Clerk.

Pleas before his Honor John A Price 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 of the 3d Sub-Division of the State of Ohio on the 19th day of Oct. in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore, to-wit: on the 9th day of July 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4854

Eliza J. Dort Plaintiff
vs
Mary Anderson, Emanuel C. Magill & Edgar G. Magill

Court of Common Pleas Union County, O.

Plaintiff has a legal right to and is seized in fee as daughter and one of the heirs at law of

Praecipe

Affidavit

William Magill deceased & the undivided fourth part of the following real estate situated in said County & Union and in the Virginia Military Survey and bounded and described as follows: Beginning at 2 hickories thence South 76½ poles. E. 144 poles to a stake; thence S. 10° E. 54½ poles to a stake; thence N. 76. W. 144 poles to a stake in Fox's line; thence with said line N. 10° W 56 poles to the place of beginning containing Fifty Acres.

Also one other tract and parcel of land in Survey 3244 described as follows: Commencing at a stake N.W. corner to 50 acres deeded to Israel Wolf by Anthony Courtright; thence N. 78° W. 149 poles to a Lynn tree; thence S. 10° W. 53 poles to a stake, thence S. 76° E. 149 poles to a stake, thence N. 10° W 56½ poles to the place of beginning containing Fifty Acres more or less.

The Defendants, Mary Anderson, Emanuel C. Magill and Edgar G. Magill are tenants in common with the plaintiff in said premises in the following proportions. One fourth belongs to plaintiff who resides in Union County, Ohio.
One fourth belongs to Mary Anderson, who resides in Union County, Ohio. One fourth belongs to Emanuel C. Magill who resides near the Post Office of Strawn in the County of Livingston and State of Illinois. One fourth to Edgar G. Magill who resides near the post Office of Strawn in the County of Livingston and State of Illinois.

Plaintiff desires to have her interest set off to her in severalty and prays that partition may be made of said premises or if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

D. H. Ayers Atty for Plaintiff.

State of Ohio Union County ss. Eliza J. Dort being sworn says the facts stated and allegations in her foregoing petition are as she believes true.

Eliza J. Dort.

Sworn to before me and signed in my presence by the said Eliza J. Dort this 9th day of July A.D. 1885.

J. C. Burgner Clerk. By W. M. Winget, Deputy.

Praecipe Clerk Issue Summons upon the petition in the above case to the Sheriff of Union County, Ohio. for Mary Anderson.
Endorse. Action for Partition, returnable according to law.

Eliza J. Dort
vs
Mary Anderson et al

Affidavit Eliza J. Dort. Plaintiff being first duly sworn says that service of Summons cannot be made in this State on the defendants E. C. Magill & E. G. Magill and that the cause is one of those mentioned in Section 3-048 of the Revised Statutes of Ohio.

Eliza J. Dort.

Sworn to before me and signed in my presence by the said Eliza J. Dort this day of July A.D. 1885.

J. C. Burgner, Clerk.
By W. M. Winget, Deputy.

Seal

Summons

On the 9th day of July 1885 a 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 Mary Anderson that she and others have been sued by Eliza J. Dort in the Court of Common Pleas of Union County, and that unless she answers by the 9th day of August A.D. 1885 the petition of said Eliza J. Dort 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 July A.D. 1885 Witness my hand and the seal of said Court this 9th day of July A.D. 1885.
(Seal) J.D. Burgner, Clerk. By W.M. Stringer Depty
Action for Partition

Sheriff's Return

The State of Ohio Union County ss. Received this writ July 9th A.D. 1885 at 2 o'clock P.M. and pursuant to its command on the 16th day of July 1885 I served the same by handing the within named Mary Anderson a true copy with the endorsements thereon. Service 30c Mileage $2.58, Copy 20c = $2.58
M. Hopkins Sheriff.
By A.W. Goodwin Deputy.

Proof of Publication

On the 19th day of Oct. 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Eliza J. Dort Plaintiff
vs
Mary Anderson, Emanuel C. Magill & Edgar G. Magill
} Court of Common Pleas, Union County O.

Emanuel C. Magill & Edgar G. Magill who reside near Strawn in the County of Livingston and State of Illinois will take notice that on the day of July 1885 Eliza J. Dort, filed her petition in the Common Pleas Court of Union County, Ohio. in case No— against the above named defendants & others praying for a partition of the following described lands, situate in Union County Ohio, beginning at two hickories, thence S. 76 Poles, E. 144 Poles to a stake, thence S. 10° E. 54½ Poles to a stake, thence S. 10° E. 54½ Poles to a stake, thence N. 76 W. 144 Poles to a stake in Fox's line; thence with said line N. 10° W. 156 Poles to the Place of Beginning Containing 50 Acres.
Also one other tract or Parcel of land in Survey 3244 described as follows, Commencing at a stake N.W. corner to 50 acres deeded to Philip Wolff by Anthony Courtright; thence N. 78° W. 149 Poles to a Lynn tree, thence S. 10° W. 53 Poles to a stake, thence S. 76° E. 149 Poles to a stake; thence N. 10° W. 56½ Poles to the Place of Beginning containing 50 Acres more or less.
Said parties are required to answer on or before the 27th day of August A.D. 1885. Plaintiff prays in said petition for an order of Partition of said Premises. or if said Premises cannot be divided without manifest injury, then that such proceedings may be had as are authorized by law. Unless said Parties answer by the 27th day of August A.D. 1885 an order may be taken for Partition, against them as prayed for in said petition
Eliza J. Dort Plaintiff
D. Myers Atty.

Answer & Cross Petition

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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 news paper of general circulation in the County of Union, the first publication beginning with July 15th 1885.

W. O. Shearer.

Sworn to and subscribed before me this 19 day of Oct. 1885.

J. B. Burgner, Clerk.

21a

On the 6th day of Oct. 1885 an Answer & Cross Petition was filed with the clerk of said Court, to wit:

Answer & Cross Petition

Eliza J. Dort Plaintiff
vs
Mary Anderson, Emanuel C. Magill & Edgar G. Magill Defts

} Court of Common Pleas, Union County, Ohio.

Now comes Joseph Norris Administrator of the Estate of William Magill deceased, and by leave first given by the Court, files his Answer and Cross-Petition in the above named case says: That on the day of 1885 letters of Administration on the Estate of William Magill theretofore deceased intestate, were by the Probate Court of Union County, Ohio. duly issued to this defendant, who thereupon duly qualified and entered upon his duties as such administrator. That since entering upon the duties of Administrator as above set forth it is found by this defendant, that the assets in his hands are insufficient to pay the indebtedness of the deceased William Magill. and expenses of administration. He therefore files this his answer & Cross Petition in the above entitled cause and prays the Court that in the order of distribution of the proceeds in case of partition that this defendant be allowed the sum of $800.00 to pay debts and costs & expenses of Administration or that in the event the real estate mentioned in plaintiffs petition for partition and described as follows: Situate in the County of Union and State of Ohio, and in Virginia Military Survey. Beginning at 2 Hickories, thence S. 76½ Poles E 144 Poles to a stake, thence S. 10° W. 56½ poles to a stake, thence N. 76° W. 144 poles to a stake in Fox's line, thence with said line N. 10° E. 56 Poles to the place of beginning, containing Fifty Acres.

Also one other tract of land in Survey No 3244 described as follows; Commencing at a stake N.E. Corner to 50 acres deeded to Israel Wolff by Anthony Courtright, thence N. 78° W. 149 poles to a Lynn tree. thence S. 10° W. 53 poles to a stake, thence S. 76° E 149 poles to a stake, thence N. 10° W. 56½ poles to the place of beginning, containing Fifty Acres. more or less. he not sold that this defendant as such Administrator have his Order of Sale for the same, or so much thereof as will satisfy and pay the indebtedness and expenses of Administration of the deceased William Magill.

This defendant further says that he cannot at this time state the exact amount that will be necessary to pay the indebtedness of said deceased, costs, expenses of Administration &c. but so far as he has knowledge it will take

Eight Hundred Dollars ($800 00)

F. J. Arthur Atty for Admr.

State of Ohio Union County ss. Joseph Norris Admr &c. being sworn says the facts stated and allegations made in his foregoing Answer and Cross-Petition are true as he verily believes.

Joseph Norris Admr.

Sworn to before me and signed in my presence by Joseph Norris Admr &c. this 6th day of October A.D. 1885.

J. B. Burgner Clerk.

Seal

Afterward on the 19th day of Oct. 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry. Eliza J. Dort vs Mary Anderson et al

And now this cause coming on to be heard on the petition the Answer & Cross Petition of Joseph Norris Admr of the Estate of William Magill, dec'd and the evidence. The Court find that all the defendants have had due legal notice of the pendency and demand of the said petition and that with the exception of the Administrator above named they are in default for answer thereto.

Thereupon the Court find that the plaintiff and defendants hereinafter named are tenants in common in the estate described in the petition. That the plaintiff Eliza J. Dort has a legal right to the one fourth of said Estate. That Mary Anderson has a legal right to the one fourth of said Estate. That Emanuel C. Magill has a legal right to one fourth of said Estate. Edgar S. Magill has a legal right to one fourth of said Estate. It is therefore ordered, adjudged and decreed that partition of said Estate be made and that George Leisure, Corey Harriott and John E. Bright three judicious and disinterested freeholders of the vacinity are hereby appointed Commissioners to make the same. And it is ordered that if said estate is entire and cannot be divided by metes and bounds without manifest injury that the same be appraised. And it is ordered that a writ issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be divided to each of the above named parties the part and proportion of said Estate to which they are herein before severally found entitled if the same can be done without injury as aforesaid, and of his proceedings herein the said Sheriff is ordered to make due return.

On the 19th day of October 1885 a Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition. The State of Ohio Union County ss. To the Sheriff of said County, Greeting We command you that without delay by the oaths of George Leisure, Corey Harriott and John E. Bright you cause Partition to be made of the following described Premises, Situate in the County of Union and State aforesaid to-wit: in the Virginia

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Military Survey, and bounded and described as follows:
Beginning at 2 hickories, thence S. 76½ poles to 144 poles to a stake, thence S. 90° E 54½ poles to a stake; thence N. 76 W. 144 poles to a stake in Fox's line; thence with said line N. 10° W. 56 poles, to the place of Beginning, Containing Fifty Acres.

Also one other tract and parcel of land in Survey 3244 described as follows; Commencing at a stake N.W. corner to 50 acres deeded to Israel Stolff by Anthony Courtright; thence N. 78° W. 149 poles to a Lynn tree, thence S. 18° W. 53 poles to a stake; thence S. 76° E. 149 poles to a stake; thence N. 10° W. 56½ poles to the place of Beginning, Containing 50 acres more or less. To Eliza J. Dort ¼ part, to Mary Anderson ¼ part; to Emanuel C. Magill ¼ part, to Edgar C. Magill ¼ part, in pursuance of an order lately made in our Court of Common Pleas within & for said County of Union in a certain petition for Partition wherein said Eliza J. Dort petitioner and the said Mary Anderson et al 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, Ohio, this 19th day of October A.D. 1885.

(Seal) J.C. Burgner, Clerk.

Sheriffs Return. As commanded by the foregoing Writ of Partition I executed the same by the oaths of S.C. Harriott, John Leisure and John H. Eborigh, causing said partition to be made as will appear by the report of the commissioners herewith returned. Sheriffs Fees $4.94 Com. Fees $8.75 Given under my hand, this 21st day of Oct. A.D. 1885.

M. Hopkins Sheriff.

Description of Premises. By a Survey made Oct. 21st 1885 The William Magill is correctly described as follows; Situate in the County of Union State of Ohio, and part of Virginia Military Survey No 3244 and Bounded and described as follows. Beginning at a stone (two hickories & ash) North East corner to said Survey; Thence with the north line of said Survey. S. 80° W. 290 poles to two hickories corner to John A McDowells land; Thence with a line of said land S 10° E 56 25/100 poles to a stone, corner to Wm Fry's land; Thence with the north line of said land N 80° E 290 poles to a stone corner to said land in the east line of said survey No 3244. Thence with said line N 10° W. 56 25/100 poles to the beginning, Containing One Hundred & Five Acres more or less.

A.S. Mowry Surveyor.

Com. Report. Eliza J. Dort vs Mary Anderson et al } Union County ss. Court of Com. 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

we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same at Sixty dollars per acre. for 102 acres makes the amount $6120.
Given under our hands this 21st day of Oct. A.D. 1885.

S.C. Harriott
Geo. Leisure } Com.
John H. Enright

On the 22d day of Dec. 1885 an Answer was filed with the Clerk of said Court, to-wit:

Eliza J. Dort
vs } The State of Ohio Union County Court of Com. Pleas.
Mary Anderson etal

Answer

And now comes the defendant Edgar G. Magill, leave of Court having first been obtained, and for answer herein says: That on the 5th day of Nov. 1885 the Defendant Emanuel C. Magill departed this life; That he died testate and his last will & testament was duly Probated in the County Court of Livingston County in the State of Illinois on the 9th day of November A.D. 1885. That this defendant Edgar G. Magill was by said will made sole executor of said Emanuel C. Magills Estate. That among other provisions the said will provided as follows: "I give and bequeath to my Brother Edgar G. Magill, all my rights and interest which I have in common with my Brother Edgar G. Magill, my sisters Eliza J. Dort and Mary Anderson in one certain piece of land located in the County of Union State of Ohio, being known as part of V.M. Survey No 3244 and bounded and described as follows" giving a description by metes & bounds of the lands described in the petition.

Therefore this defendant Edgar G. Magill asks that as executor of said Emanuel C. Magill, he be made party defendant and that in the distribution of the procuds of said sale, the Court order the interest of the late Emanuel C. Magill be paid to this defendant Edgar G. Magill as Executor & devisee of said Emanuel C. Magill.

F.B. Fulton Atty for E.G. Magill.

The State of Ohio Union County ss. F.B. Fulton being first duly sworn according to law, says that he is the attorney of the said Edgar G. Magill duly authorized in the premises. That said Edgar G. Magill is a non resident of the State of Ohio and now absent therefrom, and that he believes the facts stated and allegations in the foregoing Answer are true.

F.B. Fulton.

Sworn to before me and subscribed in my presence by the said F.B. Fulton this 22d day of December A.D. 1885.

Seal

J.L. Burgner Clerk.

Afterwards on the 21st day of October 1885 the following Entry was made on the Journal of said Court, to-wit:

Eliza J. Dort
vs
Mary Anderson etal

Entry

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Order of Sale.

Sheriffs Return

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of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, and it appearing that said Estate cannot be divided by metes & bounds without injury to the value thereof and that the said Commissioners have made and returned their appraisment thereof in the sum of $60 pr. the Court find the said return and proceedings in all respects correct and in conformity to law and therefore approves & confirms the same. And thereupon neither of said parties electing to take the said Estate at its appraised value, on motion of the plaintiff it is ordered that said premises be sold at Public auction and that an order issue therefor to the Sheriff of Union County.

It is further ordered that the same be sold on the following terms One third cash, one third in one year & one third in two years from the date of sale of the same, deferred payments to bear interest. And the matter of distribution and as to the answer of Norris Adms of the estate of William Magill deceased, is reserved for the future action of this Court.

On the 21st day of October 1885 an Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

The State of Ohio Union County s.s. To the Sheriff of said County Greeting: In pursuance of an Order of our Court of Common Pleas, within and for the County of Union at the Oct. Term, A.D. 1885 in a certain Petition for Partition now pending in said Court, wherein Eliza J. Dort is Petitioner and Mary Anderson et al are respondents we command 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 and State of Ohio in the Virginia Military Survey and bounded and described as follows: And part of V.M. Survey No 3244 and bounded and described as follows: Beginning at a stone (two hickories and ash) North East corner to said Survey, thence with the north line of said survey S 88 W 290 poles to two hickories corner to John R. McDowells land; thence with a line of said land, S. 1 E. 56 2/100 poles to a stone corner to Wm Fry's land, thence with the north line of said land N 88 E. 290 poles to a stone corner to said land, in the east line of said Survey No 3244. Thence with said line N. 1 W. 56 2/100 poles to the beginning containing One Hundred & two Acres, more or less. Appraised at $60 pr. Acre. 102 A = $6120 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 and there this Writ.

Witness my hand and the Seal of said Court at Marysville O. this 21st day of October A.D. 1885.

J.B. Burgner, Clerk.

Seal

Sheriff's Return

As commanded by this writ, I have caused the lands and tenements herein described to be duly advertised for more than thirty days next preceding the day of Sale in the Marysville Tribune a newspaper printed and of

general circulation in Union County, Ohio: and on the 21st day of Nov. A.D. 1885 at 1½ o'clock 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 Wm Fry who bid for the same the sum of Forty four Hundred and Thirty Seven Dollars. and said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared the purchaser Sheriff's Fees $21.69 Printer's Fee $18.80.

Marion Hopkins Sheriff Union, Co

On the 17th day of Dec. 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

Eliza J. Dort. vs Mary Anderson et al } On Partition Sale Court of Common Pleas Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio. I will offer at Public Sale at the north door of the Court House in Marysville, Ohio. on Saturday Nov. 21st 1885 at or about the hour of one o'clock P.M. on said day the following described real Estate to-wit: Situate in the County of Union, State of Ohio and being known and described part of Virginia Military Survey No 3244 and bounded and described as follows: Beginning at a stone (two hickories & ash) N.E. corner to said Survey, thence with the north line of said Survey S. 80° W. 290 Poles to two hickories corner to John R. McDowells land; thence with a line of said land S. 10° E 56 25/100 Poles to a stone cor. to Wm Frys land; thence with the north line of said land N. 80° E. 200 Poles to a stone corner to said land in the east line of said Survey No 3244, thence with the said line N. 10° W. 56. 25/100 Poles to the beginning containing One Hundred & two (102) acres more or less. Appraised at $60 per acre. Terms of Sale - One third cash; one third in one year, and one third in two years, with 6% interest on deferred payments to be secured by mortgage on the premises sold.:

D. Ayers Atty.

Marion Hopkins Sheriff U. Co

The State of Ohio Union County s.s. The undersigned being duly sworn says that a copy of the annexed notice was published for 4 consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with Oct. 21st 1883.

L. G. English.

Sworn to and subscribed before me, this 17th day of Dec. 1885.

J. C. Burgner, Clerk.

Afterward on the 21st day of December 1885 the following entry was made on the Journal of said Court, to-wit:

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Entry

Eliza J. Dort. }
vs }
Mary Anderson et al }

This day came Edgar G. Magill and suggest to the Court that since the beginning of this action the defendant Emanuel C. Magill has departed this life testate and by his will made defendant Edgar G. Magill his sole executor, and thereupon leave was given him to be made party defendant as executor of said Emanuel C. Magill and leave was given him to file answer instanter and thereupon this cause came on to be heard upon said answer, Whereupon the Court being duly advised in the premises finds that the said Emanuel C. Magill departed this life November 5th A.D. 1885 that by his last will he made Edgar G. Magill his sole executor. That said Will was duly Probated on the 9th day of Nov. 1885 in the County Court of Livingston County Illinois and that said Edgar G. Magill had duly qualified as such Executor, and that by the terms of said will all the interest of the said Emanuel C. Magill in the property described in the petition was bequeathed to the said Edgar G. Magill. It is therefore ordered that in the distribution of the proceeds of the sale of the real estate herein, that all the interest of the late Emanuel C. Magill therein be paid to the said Edgar G. Magill as sole Executor & devisee.

Afterward, on the 22d day of Dec. 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Eliza J. Dort. }
vs }
Mary Anderson et al }

On motion of the Plaintiff and upon his producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law; the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered, by deed duly executed, to convey said Premises to William Fay, the purchaser. It is further ordered that the Sheriff out of the proceeds pay, 1st To the Treasurer of Union County, Ohio. — Dollars being the amount of the taxes and penalty due on said Premises. 2d To the Clerk of this Court the costs of this action including a Counsel fee of $9.50 for services herein. 3d To Joseph Norris as Admr of the Estate of William Magill deceased the sum of $605. To the Plaintiff one fourth of the money remaining. To Mary Anderson one fourth of the same. To Edgar G. Magill one half of the same.

4th And it appearing by evidence to the Court that since the commencement of this action the defendant Emanuel C. Magill has died intestate and by his last will & testament the defendant Edgar G. Magill is entitled to the share

of Emanuel L. Magill in the premises described in the premises. It is ordered and adjudged that the said Clerk pay to the said Edgar G. Magill the share of the proceeds in said premises hereto fore ascertained by the Court to belong to Emanuel L. Magill now deceased. 5th To Edgar G. Magill one half of the balance in two notes $739,50 each, due in one & two years from the date of this entry, int. at 6%. To Eliza J. Dort one fourth of the balance in two notes for $369,75 each due in one & two years from the date of this entry at 6%. To Mary Anderson one fourth of the balance in two notes for $369,75 each due in one & two years from the date of this entry at 6%

Attest: J. D. Burgner, Clerk.

Pleas before his Honor John A. Price 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 of the 3d Sub-Division of the 10th Judicial District of the State of Ohio on the 19th day of October in the year of our Lord One Thousand Eight Hundred and Eighty five. Heretofore to-wit; on the 16th day of January 1885 the following Petition was filed with the clerk of said Court, to-wit:

Petition #688

F. D. Johnson, as Guardian of A. Bacon, S. S. Johnson & Jennie A. Bacon, minor Children & Elizabeth Bacon, Dec'd. Pltffs

vs

George W. Bacon and Bashaba Bacon, Defendants.

} Court of Common Pleas, Union County Ohio.

The Plaintiff says: That he is the legally appointed and qualified guardian of A. Bacon, S. S. Johnson & Jennie A. Bacon minor Children and sole heirs at law of Elizabeth Bacon late of Union County, Ohio. who died intestate and seized in fee simple of the following lands in Taylor Township Union County, Ohio. being a part of U. M. Survey No 5646 — Beginning at a red and white oak the South East corner of said Survey; thence with the South line thereof N. 82° W. 109 poles to a sugar tree; thence N. 8° E. 44 poles or to the center of a lot of 59 97/100 Acres; thence S. 82° E. 109 poles to the last line of said Survey; thence S. 8° W. 44 poles to the beginning, containing 29 47/100 Acres more or less. Said Elizabeth Bacon at her decease left, surviving her, her husband, George W. Bacon, the defendant who is now married to the defendant, Bashaba Bacon.

Plaintiff says that the defendant, Geo. W. Bacon by neglecting and refusing to pay the taxes on the above described premises until the same have been sold for non payment thereof and not redeemed within one year. therefore has forfeited his right of curtesy in said premises and all right to occupy, use & enjoy the same. Plaintiff says the defendants are in possession of said premises and he asks the Court to decree all

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said George W. Bacon's rights therein forfeited and that the immediate possession of said premises be by order of the Court awarded to his said wards and for such other and further relief as the case demands

A.T. Harpenter Atty for Pltff.

The State of Ohio Union County ss. F.O. Johnson the above named plaintiff being sworn says the facts stated and allegations contained in his foregoing petition are true as he verily believes.

F.O. Johnson

Sworn to by F.O. Johnson before me and signed by him in my presence the 16th day of January 1885.

J.B. Burgner Clerk.

Seal

Praecipe — To Clerk; Issue Summons, in above entitled case, returnable according to law. Endorse. "Action for recovery of Real Estate & Equitable Relief.

On the 16th day of January A.D. 1885 a 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 George W. Bacon & Bashaba Bacon that they have been sued by F.O. Johnson, Guardian of O.A. Bacon, S.S. Johnson & Jennie A. Bacon minor children of Elizabeth Bacon deceased in the Court of Common Pleas of Union County Ohio, and that unless they answer by the 14th day of Feb. A.D. 1885 the Petition of said F.O. Johnson Guardian of O.A. Bacon & others 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 26th day of Jan. 1885.

Witness my hand and the seal of said Court this 18th day of Jan. A.D. 1885.

J.B. Burgner Clerk.

Seal

Action for recovery of Real Estate & Equitable relief.

Sheriff's Return — The State of Ohio Union County ss. Received this writ Jany 17th A.D. 1885 at 10 o'clock A.M. and pursuant to its command on the 26th day of January A.D. 1885 I served the same by delivering to the within named defendants, Geo W. Bacon a true copy of this writ with endorsements thereon. Service, 45¢ Mileage $1.60 Copy, 40¢ = $2.45

Marion Hopkins Sheriff.

On the 14th day of Feb. 1885 a Motion was filed with the Clerk of said Court, to-wit:

Motion — F.O. Johnson, Guardian &c. vs George W. Bacon et. al } Court of Common Pleas Union County, O.

The defendants move the Court to require the Plaintiff to make his petition more certain and specific by stating at what time said land was sold for taxes & to whom the same was sold & for what sum & what kind of tax sale, 2d State whether said tax sale was of any legal validity and Jeopardized the title of said lands.

Robinson & Piper

Attys for Defts.

Entry

On the 20th day of Feb. 1885 the following entry was made on the Journal of said Court, to-wit:

F.O. Johnson Guar. &c.
vs
George W. Bacon et al

This day came on this cause to be heard on the motion of the defendant to require the plaintiff to make his petition more specific & certain. Whereupon the Court being fully advised in the premises do sustain said motion to which ruling of the Court Plaintiff excepts. Thereupon leave is granted to Plaintiff to file his amended petition within days

Entry

On the 17th day of March 1885 the following Entry was made on the Journal of said Court, to-wit:

F.O. Johnson Guar. &c.
vs
George W. Bacon et als

This day came the Parties & agreed to a continuance of this case with leave to Plaintiff to file Amended Petition within thirty days.

Amended Petition

On the 14th day of April 1885 an Amended Petition was filed with the Clerk of said Court, to-wit:

F.O. Johnson as Guardian
of Samuel S. Johnson Pltff
vs
George W. Bacon & Bashaba
Bacon, his wife, Perry A. Bacon,
Jennie E. Bacon & Samuel
Johnson Defendants.

} Court of Common Pleas, Union County, Ohio.

The Plaintiff, F.O. Johnson now comes and files this his Amended Petition and says: that he is the legally apponited and qualified guardian of Samuel Stephney Johnson, who is a minor. That the defendants Perry A. Bacon and Jennie E. Bacon, are also minors and the defendant Samuel Johnson is their legally apponted & qualified guardian.

The Plaintiff says that the said Samuel Stephney Johnson, Perry A. Bacon and Jennie E. Bacon are the sole heirs at law of Elizabeth Bacon late of Union County, Ohio. who died intestate and seized in fee simple of the following lands in Taylor Township. Union County, Ohio. being a part of U. M. Survey No 5664. Beginning at a Red & White Oak the S.E. cor. of said Survey. Thence with the South line thereof N. 82° W. 109 Poles to a sugar tree; thence N. 8° E. 44 Poles or to the center of the lot of 29 7/100 Acres. Thence S. 82° E. 109 Poles to the east line of said Survey; thence S. 8° W. 44 Poles to the beginning containing 29 7/100 Acres more or less.

Said Elizabeth Bacon at her decease left surviving her, her husband, the defendant George W. Bacon who has since intermarried with the defendant Bashaba Bacon. The Plaintiff says that since the death of said Elizabeth Bacon the above premises have remained in possession and occupancy of her surviving husband the defendant George W. Bacon, who has held the same by virtue of his right of curtesy therein and by no other right or title whatever

Answer

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That since the death of said Elizabeth Bacon said defendant George Bacon has committed waste on said lands by selling, cutting, hauling and removing therefrom large quantities of valuable timber, not for the benefit & improvement of said lands but simply to raise money for himself.

That said George W. Bacon also neglected and refused to pay the taxes on said above described premises and suffered the same to become delinquent and to be advertised to be sold for non payment and finally on the 15th day of January 1884 said lands were duly and legally sold according to law for non payment of taxes thereon to the plaintiff who purchased the same for the benefit of his and said other wards the heirs at law of said Elizabeth Bacon. Said lands were sold for $57.39 and since said sale plaintiff has paid $38.92 additional taxes thereon. The Plaintiff says that said G.W. Bacon, has by said acts and omissions aforesaid, forfeited his right of curtesy in said lands and all right to hold, occupy and enjoy the same. Plaintiff says the defendants, George W. Bacon & wife are in possession of said premises and he asks the Court to decree all of said George W. Bacon's rights therein forfeited and that the immediate possession of said premises be by order of the Court awarded to his and said other two wards and for all such other and further relief as is equitable and just.

A.T. Carpenter Atty for Plaintiff

The State of Ohio Union County ss. F.O. Johnson the above named Plaintiff being sworn says the facts stated and allegations in his foregoing Petition are true as he verily believes.

F.O. Johnson.

Sworn to by F.O. Johnson before me & signed by him in my presence this 14th day of April 1885.

(Seal)

J.B. Burgner, Clerk.

We hereby waive the issuing and service of summons for us and enter our appearance herein this 14th day of April. 1885.

Perry A. Bacon. Jennie E. Bacon.

On the 14th day of April 1885 an Answer was filed with the Clerk of said Court, to-wit:

Answer

F.O. Johnson Guard'n. }
vs } Court of Common Pleas, Union County, Ohio.
George W. Bacon et al }

Now comes Samuel Johnson one of the defendants and files this his answer and says: That he is as alleged in Plaintiff's petition the legally appointed and qualified guardian of Perry A. Bacon and Jennie E. Bacon, who are minors and heirs at law of Elizabeth Bacon. The defendant says the allegations of Plaintiff's petition are true, and this defendant on behalf of his said wards joins with the Plaintiff in the prayer that the said George W. Bacon's rights by the curtesy in the lands in the petition described be declared forfeited by reason of the acts and omissions of the said G.W. Bacon as set forth in said petition and for all proper relief.

A.T. Carpenter Atty for Saml Johnson.

The State of Ohio Union County ss. Samuel Johnson the above named defendant, being sworn says the facts stated in the foregoing Answer are true as he verily believes

Samuel Johnson

Sworn to by Samuel Johnson before me and signed by him in my presence this 13th day of April 885.

J.D. Burgner, Clerk.

Seal

On the 23d day of May 885 the following answer was filed with the clerk of said Court, to-wit:

F.O. Johnson, Guar &c. }
vs } Court of Common Pleas Union County, Ohio.
George W. Bacon et als }

Answer

The defendant George W. Bacon comes & for answer to the Amended Petition says he admits that he is the owner of a life estate in the land in the petition described and that the plaintiff is guardian as alleged & S.S. Johnson is guardian as alleged & Defendant is in possession as alleged claiming as tenant for life by the curtesy & by deed from George Walters, and denies all the other allegations of said Amended petition 2d For a second defense Defendant says that he has for about seven years been the owner of said life estate & that during that time there has been assessed against said land a large sum for constructing like improvements amounting to $69 00 of which only a part was liable by law to be paid by said defendant & the remainder was liable to be paid by said plaintiff to wit: the sum of $ — That during that time a large ditch assessment was made against said land by the Commissioners of said County, to-wit: in the year 883. for digging Oak Run ditch No 100. through said land to the amount of $95 & costs of engineering to the amount of $7.75 all of which defendant paid besides 300 feet of ditch which was sold for $1.65 per rod & the said $7.75 costs of engineering of which only a small part should have been paid by plaintiff and all of which was defendant and remainder by said.
a charge on said land That on the 14th of January 884 there remained unpaid upon said land a delinquincy of $27.44 on said like assessment and said $7.75 cost of engineering & $22 22 ordinary County, Township and State tax making a total of $57.44 claimed delinquincy for which sum on that day the Treasurer of said County pretended to sell said lands at tax sale & that is the pretended sale made to said Johnson mentioned in said petition but the defendant says that in attempting to make a sale of said land he wholly failed to discribed the land in said petition, having described the land as 29½ acres in Survey No 5645 original quantity, 75/8 acres with no other or better description of said land, and said pretended sale is invalid, creating no interest or title in said pretended ~~pd~~ purchaser in said land. 3d For a 3d defense the defendant says that after said land was claimed to have been purchased by plaintiff pregnent conversations took place between plaintiff & defendant about said taxes and assessments and attempts to adjust the same were made, in no one of which prior to the 14th of Jany 885 did plaintiff claim or intimate to defendant that he claimed that said pretended sale was claimed to be cause of forfeiture of Defendants life estate if he did not redeem the same in one year and defendant was led by said conversations with plaintiff to understand and believe that all plaintiff expected

Reply

or desired was a refund of what he paid & interest, until after the 14th of January 1885 when he notified defendant he was too late and he claimed a forfeiture of his life estate by which this defendant was deceived and misled by the plaintiff to his injury & prevented from redeeming said land as he would have done had he known or suspected the plaintiffs design in leading him to suppose that he claimed nothing more than his money and interest. and now the defendant brings into court the sum of $90.00 which is more than can by law or equity be claimed by said plaintiff by reason of said payment of said taxes & assessments and asks the court to allow Defendant to remove said pretended tax claim from said lands by paying what the court finds equitably due plaintiff

4th The defendant says there is justly due to him from said plaintiff as guardian & the guardian of the other claimants of said lands a large sum of money which he has paid as said ditch and said like assessments in excess of his just proportion of said assessments. That defendant is 49 years of age and his just proportion of said assessments would be less than half of the whole assessment & the sums so due defendant should be made a lein on said land if the said wards have no means to pay the same.

Therefore the Defendant asks the court to adjust & decree the sum due plaintiff on said pretended tax sale & order payment of the same out of the sum aforesaid brought into court by defendant and that the pretended claim of plaintiff be decreed cancelled and further that the Court ascertain & decree the just proportion of said assessments which should have been paid by said claimants of said land & order & decree the payment of the same & interest to this defendant & that the same may be made a lein on the said lands & that such other and further relief be granted Defendant as equity & law may require.

Robinson & Piper Attys for Defts.

The State of Ohio Union County ss. George H. Bacon, Defendant being duly sworn deposes and says he believes the allegations of the foregoing answer are all true.

G. H. Bacon.

Sworn to before me and signed in my presence this 23d day of May, 1885.

Seal

J. B. Burgner, Clerk.

Reply.

On the 23d day of Oct. 1885 a Reply was filed with the Clerk of said Court, to-wit:

F. O. Johnson, Guar. &c. vs Geo H. Bacon et al } Court of Common Pleas Union County, Ohio.

And now comes plaintiff, by leave of Court, and files this his reply to the answer of Geo H. Bacon and says

1st Plaintiff says he knows nothing of Defendants alleged payments of like assessments & ditch tax and therefore for the purpose of this suit denies such alleged payments.

2d Plaintiff avers that if said Defendant did pay any like or ditch assessments or tax, which it was the duty of

of the owners of the use of said land to pay, he did so without objection or protest and without appearing before the County Commissioners and having the same apportioned between himself and the owners of the fee, and he cannot now be credited with the same.

3rd The plaintiff further replying says that if it shall appear that said Geo. W. Bacon has paid assessments to either pike or ditch on said land for which he should ordinarily have credit, yet he has during his occupancy of said land sold therefrom timber far in excess in value of all said assessments and said timber was not used or sold to keep said premises in repair but such sale was an act of waste

4th The Plaintiff further says defendant having forfeited his estate in said lands had thereafter no interest whatever therein and had and has no right to redeem the same.

5th Plaintiff denies each and every other allegation in said answer contained, except what is in his petition and herein admitted and prays as in his petition he has prayed and for all other proper and equitable relief.

A.C. Carpenter Atty for Pltff.

The State of Ohio Union County ss. F.O. Johnson being sworn says that the facts stated and allegations contained in his foregoing reply are true as he verily believes.

F.O. Johnson.

Sworn to by F.O. Johnson before me and signed by him in my presence this 23d day of Oct. 1885

(Seal) J.C. Burgner, Clerk.

Afterward on the 17th day of Nov. 1885 the following entry was made on the Journal of said Court, to-wit:

Entry

F.O. Johnson Guar. &c.
vs
Geo. W. Bacon et al

This day came the parties and submitted this cause to the Court on the evidence and pleadings and being fully advised in the premises the Court find that there should be no forfeiture of the life estate of George W. Bacon but there should be a just adjustment of the pike assessments on said land between the life tenant & the remainder men and that the defendant Bacon should pay to plaintiff the ordinary tax and interest & penalty & the ditch tax and pay the $43.36 which he received for timber sold since the death of Elizabeth Bacon.

In order to adjust said assessments the Court find that the ordinary tax interest & penalty on said 29 3/4 acres, the ditch tax and interest & penalty to which said Johnson is entitled to a refund, including the amounts paid since the sale, to-wit: on the 22 of December 1884 amounts to $51.09
and the timber sold amounts to 43.36

That George W. Bacon has paid pike assessments to the amount of $105.78 for which he should have a refund of 60 Percent amounting to $63.50 leaving a balance owing by him of $30.95 to plaintiff.

That plaintiff paid pike tax Jan 15" 1884

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$27.44 & has said pike tax Dec. 22d 1884 $6.90 for which said Bacon should refund 40 percent or $13.73 making a total of $44.68 which Bacon should pay plaintiff on full settlement of the tax as paid & the assessments paid & the timber sold.

It is therefore ordered and decreed by the Court that the Clerk out of the money deposited in his hands by defendant George W. Bacon, pay said plaintiff said sum of $44.68 in full satisfaction of his claim as guardian upon said land for said tax claim & the Court order and decree that said plaintiff deliver to defendant his tax certificate so the land may be transfered to said Bacon. And the Court order that of all pike assessments & delinquent pike assessments on said land yet remaining unpaid 40 percent are to be paid said Bacon & 60 percent by the remainder men & the ordinary tax on said land & the penalties thereon are to be paid by said Bacon.

And the Court further order that plaintiffs petition so far as it asks for a forfeiture of the said life estate be and the same is dismissed and that the defendant George W. Bacon pay the costs of this cause taxed to $. and in default of such payment for ten days that execution issue therefor as upon judgments at law.

Attest: J. L. Bergman, Clerk.

Pleas before his Honor John A. Price 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 of the 3d Sub-Division of the 10th Judicial District of the State of Ohio on the 19th day of October in the year of our Lord One Thousand Eight Hundred & eighty five.

30th day of August 1884 the following Petition was filed with the Clerk of said Court, to-wit:

Heretofore to-wit on the

Petition 4601.

Drusilla Donley. Plaintiff

vs

Susan Storms, John B. Donley, a minor years old. James H. Donley, a minor years old. Frank Donley, a minor - years old. Rosa Donley a minor years old. Maud Donley a minor years old A. H. Beightler as guardian of said minors, heirs at law of Mary Jane Donley, Dec'd and Levi Donley husband of said Mary Jane Donley. Defts.

Court of Common Pleas. Union County, Ohio.

Plaintiff has a legal right to, and is seized in fee simple, as daughter, and one of the heirs at law of Mary Jane Donley dec'd of the undivided seventh part of the following real estate:

Situate in the County of Union in Survey No. 1913.
Beginning at a hickory on the South line of said Survey.
Thence with said line S. 88° 15' E. 43¾ poles to two sugar trees, S.E.
corner of said Survey; Thence with the east line of said Sur-
vey, N. 8° 45' E. 80 poles to a stone, Thence S. 80° 15' W. 43¾ poles, to a
stake in Tobias Beightler's line, Thence with his line, passing
his corner, S 8° 15' E 80 poles to the place of beginning; (Excepting
so much of said land, as lies South of the old Bellfountine road
sold to Peter Staley and being about one acre) Leaving twenty acres
and one hundred poles, more or less.

The Defendants, Susan Norline, John B. Donley, James H. Donley,
Frank Donley, Rosa Donley, and Maud Donley, are tenants in Com-
mon with plaintiff in said premises in the following pro-
portions One Seventh belongs to Susan Norline, who is
a daughter of Mary Jane Donley, and is intermarried with Geo.
A. Norline, and resides in Union County, Ohio.

One Seventh each to John B Donley, James H. Donley, Frank
Donley, Rosa Donley and Maud Donley minor children of said
Mary Jane Donley, and residing in Union County, Ohio.

Said A.H. Beightler has been duly appointed Guardian of said
minor Children, by the Probate Court of Union County, Ohio.

The said Defendant, Levi Donley, as husband of said
Mary Jane Donley, was entitled to curtesy in said premises
by which right he obtained possession of said premises at the
time of the demise of said Mary Jane Donley, but he has neglected
and failed to pay the taxes on said land for so long a time that
the same were sold for payment of said taxes on the day of
January, 1883. and he has failed to redeem said lands with in the
year allowed him for that purpose. Whereby he has forfeited to
your petitioner, and defendants herein who are co-heirs at law with
her of said Mary Jane Donley, all the estate he had in said premises

Your petitioner and the co-heirs at law with her of Mary
Jane Donley have redeemed said lands from the purchas
er at said sale for taxes. By reason of the premises,
plaintiff is entitled to the possession of said premises.
Wherefore, plaintiff asks judgment for the possession
of said property and to have her interest therein set off to her
in severalty, and that partition of said lands be made
or if that cannot be done without manifest injury, that such
proceedings may be had as are authorized by law.

A.H. Beightler Atty.

State of Ohio Union County ss. Drusilla Donley, Plaintiff, of lawful
age, being duly sworn, says she believes the facts stated
in the above petition to be true. Drusilla Donley
Sworn to and subscribed in my presence this
30th day of August 1884.

J.D. Burgner, Clerk.

We hereby waive the issuing and service of process
and enter our appearance herein. James H. Donley,

Praecipe

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Frank Donley, Rosa Donley, Maud Donley. By. A.H. Brightlen their Guar.
To the Clerk of said Court. Issue Summons in the above case to Susan Worline, et al Levi Donley returnable according to law.
A.H. Brightlen, Atty at law.

On the 30th day of August 1884 a 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 Susan Worline et al Levi Donley, that they & others have been sued by Drusilla Donley, in the Court of Common Pleas of Union County, and that unless they answer by the 27th day of September A.D. 1884 the petition of said Drusilla Donley, 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 September A.D. 1884.

Witness my hand and the seal of said Court this 30th day of August A.D. 1884.

Seal

J.B. Burgner, Clerk.

Sheriff's Return

The State of Ohio, Union County ss. Received this writ August 30th A.D. 1884, and pursuant to its command on the 4th day of September A.D. 1884 I served the same by delivering to each of the within named Susan Worline et al Levi Donley a true copy of this writ with endorsements thereon. Service 4$ Mileage 80c Copy. 4$ Total $1.65.

John Hobensack, Sheriff.

On the 8th day of December 1884. the following Entry was made on the Journal of said Court, to-wit:

Entry.

Drusilla Donley
vs
Susan Worline et al
} Court of Com. Pleas Union County, Ohio.

Now comes the Plaintiff herein by her attorney, and thereupon this cause came on to be heard and the Court finds that at the time this action began, the Plaintiff had the legal right to, and was entitled to the immediate possession of the real Property described in her petition and that the defendant Levi Donley, unlawfully keeps her out of the same. It is therefore considered and decreed by the Court that the said Drusilla Donley, recover from the said Levi Donley the said real Property, described in her petition in this action. and it is ordered that a writ issue to the Sheriff of Union County, commanding him to put the said Plaintiff in possession of said premises. The Court further finds that all the defendants have had due legal notice of the pendancy and demand of the 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 finds that the said Plaintiff, Drusilla Donley is seized of, and has a legal right to, the undivided one seventh part of the

estate described in the petition and is entitled to have partition made of said premises. That the defendants, excepting Levi Donley are tenants in common with said plaintiff in the said premises, in the following proportions, to-wit: Each of said defendants, Susan Worline, John B. Donley, James M. Donley, Frank Donley, Rosa Donley, and Maud Donley, is seized and has a legal right to the undivided one seventh part 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 Union County, Commanding him that by the oaths of George Wilber, A. M. Fornuce, and H. E. Bennett three judicious and disinterest freeholders of the vacinity 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. Susan Worline, John B. Donley James M. Donley, Frank Donley, Rosa Donley and Maud Donley the part and proportion of the said estate to which they are herein before severally found entitled. And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by metes & bounds, without injury to the value thereof, they appraise the same.

And of this proceedings herein, the said Sheriff is ordered to make due return without delay.

On the 8th day of Dec. A.D. 1884 a Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of said County, Greeting: We Command you that without delay by the oaths of Geo. Wilber, A. M. Fornuce and H. E. Bennett you cause Partition to be made of the following described premises, situate in the County of Union and State aforesaid to-wit: In Survey No 1913 Beginning at a hickory in the South line of said survey, thence with said line S. 88° 15' E. 43¾ poles, to two sugartrees S. E. corner of said Survey thence with the east line of said survey N. 8° 45' W. 80 poles, to a stone; thence S. 88° 15' W. 43¾ poles to a stake in Tobias Beightlers line, thence with his line passing his corner S. 8° 15' E. 80 poles to the place of beginning (excepting so much of said land as is South of the old Bellefountaine road, sold to Peter Staley, and being about one acre) leaving twenty acres and one hundred poles, more or less, among the persons named herein, and in the following proportions to-wit: To Drusilla Donley, one seventh part, to Susan Worline one seventh part, to John B. Donley one seventh part, James M. Donley one seventh part, to Frank Donley one seventh part, to Rosa Donley, one seventh part, to Maud Donley one seventh 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 wherein the said Drusilla Donley is Petitioner and the said Susan Worline, John B. Donley, James M. Donley, Frank Donley, Rosa Donley and Maud Donley are respondents; and that you

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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 O. this 8th day of Dec. A.D. 1884.

Seal

J.D. Burgner, Clerk.

Sheriffs Return. As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of A.W. Torrence, H.E. Bennett and George Wilber causing said partition to be made as will appear by the report of the Commissioners, herewith returned. Sheriffs Fees $5.90 Com. Fees $3.00 =$8.90. Given under my hand this 9th day of Dec. A.D. 1884.

John Hobensack Sheriff

Com. Report.

Drusilla Donley }
vs } Court of Com. Pleas.
Susan Worline et al }

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 first 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 we do estimate and appraise the value of the same at Sixty five Dollars per Acre. Given under our hands, this 9th day of December A.D. 1884.

A.W. Torrence. }
H.E. Bennett } Com.
Geo. Wilber }

Afterward on the 10th day of Dec. 1884. the following Entry was made on the Journal of said Court, to-wit:

Entry

Drusilla Donley. }
vs }
Susan Worline et al }

This cause came on for hearing upon the return of the Sheriff and the Report of the Commissioners heretofore appointed herein and on motion to confirm the same. And it appearing that the said estate cannot be divided by metes and bounds, without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said Premises to-wit: in the sum of Sixty five Dollars per acre, the Court finds the said return & proceedings, in all respects, correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value, on motion of the Plaintiff it is ordered that the said Premises be sold at Public Auction, and that an order issue therefor to the Sheriff of Union County, and that said Sheriff return his proceedings to this Court without unnecessary delay.

Praecipe.

On the 12th day of January 885 a Praecipe was filed with the Clerk of said Court, to-wit:

Drusilla Donley. vs Susan Norline etal } Marysville Jan. 12th 1885. Court of Common Pleas, Union County, Ohio.

To the Clerk of said Court: Issue Order of Sale. in Partition in the above case returnable according to law.

A.K. Brightlen Atty for Pltff.

Order of Sale.

On the 12th day of January 1885 an 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: In pursuance of an order of our Court of Common Pleas within and for the County of Union at the Sept. Term A.D. 1884. in a certain petition for Partition, now pending in said Court wherein Drusilla Donley is petitioner and Susan Norline etal are respondents, we command 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 and State of Ohio in Survey No. 1913. Beginning at a hickory in the south line of said survey; thence with the said line S 80° 15' E 43¾ poles to two sugar trees S.E. corner of said survey: thence with the east line of said survey N. 8° 45' W. 80 poles to a stone: thence S. 80° 15' W. 43¾ poles to a stake in Tobias Brightlens line: thence with his line passing his corner S. 8° 15' E. 80 poles to the place of beginning, (Excepting so much of said land as lies south of the old Bellefountaine road, sold to Peter Staley and being about one acre) leaving twenty acres and one hundred poles, more or less. Appraised at $60 Cts per acre, 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 and there this writ. Witness my hand and the seal of said Court, at Marysville, O. this 12th day of Jan. A.D. 1885.

Seal

J.B. Burgner, Clerk.

Sheriffs Return

As commanded by this writ I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Times a newspaper printed and in general circulation in Union County, Ohio and on the 21st day of February A.D. 1885 at 1 o'clock P.M. on said day, at the door of the Court House in said County I did offer for sale at public auction, the lands and tenements described in this writ: Not sold for want of Bidders. Sheriffs Fees $1.20. Printers Fees $10.50 = $11.70

Marion Hopkins Sheriff.

Proof of Publication.

On the 22d day of May 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Drusilla Donley vs Susan Norline etal } Order of Sale in Partition.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio

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I will offer at Public sale at the north door of the Court House in Marysville, Ohio. on Saturday February 21st 1885 at or about the hour of one oclock P.M. on said day, the following described real estate, to-wit: Situate in the County of Union, State of Ohio and being known and described as in Survey No 1913. Beginning at a hickory in the south line of said Survey; thence with the said line S. 80° 15' E. 43 1/4 poles to two sugar trees. S.E. corner of said Survey; thence with the last line of said Survey N. 8° 45' W. 80 poles to a stone; thence S. 80° 15' W. 43 1/4 poles to a stake in Tobias Brightler's line, thence with his line passing his corner S. 8° 15' E. 80 poles to the place of beginning. (Excepting so much of said land as is south of the old Bellefountaine road sold to Peter Staley and being about one acre) leaving twenty acres and one hundred poles, more or less. Appraised at $65.00 per acre. Terms of sale, One third, cash. one third in one year, one third in two years with interest on deferred Payments secured by mortgage.

A Brightler Atty. Marion Hopkins Sheriff.

A Brightler being duly sworn says he is the editor of the Marysville Times a weekly newspaper published in Marysville, Union County, Ohio. and having a general circulation therein and that the annexed advertisment was published in said Newspaper five consecutive weeks, the first insertion being on the 17th day of Jan. 1885 and the last on the 24th day of Feb. 1885.

A Brightler

Sworn to and subscribed by A Brightler before me this 22d day of May 1885.

J.L. Burgner, Clerk.

On the 18th day of Feb. 1885 the following Answer was filed with the Clerk of said Court, to-wit:

Answer

Druzilla Donley
vs
Susan Norline et al.
} Union County Court of Common Pleas

Now comes the defendant Levi Donley, leave of the Court being first had, says that he has a curtesy in said land as described in the Petition as therein stated but says he denies that he has been guilty of any lacks on his part. by which said lands were sold for taxes, thereby forfeiting his right curtesy

Defendant Levi Donley says that at the death of his wife there was an indebtedness against said lands by mortgage due to one Mrs Arnold for the sum of Three Hundred Dollars. That the same was drawing interest at the rate of 15% per annum and that he the defendant had six children to support from his labor and what he could make from said farm and pay the interest on said indebtedness every six months which took all that he could earn and by reason of the facts aforesaid said lands were sold for tax.

Said defendant denies that said Plaintiff and her coteants were instrumental, in paying said tax. and that he.

joining with his children, the parties herein procured a loan of money from one John Thompson out of which said tax was paid. Said Defendant therefore denies that he has been guilty of any lacks on his part by which he forfeits his curtesy in said lands. Plaintiff further says that he by his answer desires to waive his right to the enforcement of his title by curtesy in said land. and asks the court herein to set off and assign to him in money in lieu of said curtesy all of his share therein arising from the sale of said lands by said Partition sale, and he further asks the court herein to so modify the decree hereinbefore found so he may be entitled to the relief herein asked for and for all proper relief.

J M Kennedy Atty for Defts. Levi D.

State of Ohio, Union County ss. Levi Donley being duly sworn says the facts and allegations of the foregoing Answer and Cross Petition are true as he verily believes.

Levi Donley.

Sworn to and subscribed by the said Levi Donley before me this 8th day of Feby A.D. 1885.

J. L. Burgner, Clerk. By W. M. Kinget Dep

Sheriff's Return

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Praecipe

On the 25th day of Feb. 1885 a Praecipe was filed with the clerk of said Court, to-wit:

Drusilla Donley
vs
Susan Worline et al
} Court of Common Pleas. Union County, O.

To the Clerk of said Court: Issue Order of Sale in Partition in the above case returnable according to law.

A. Bigbee Atty for Pltff

On the 24th day of February 1885 an 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:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the September term A.D. 1884 in a certain Petition for Partition, now pending in said Court, wherein Drusilla Donley is petitioner, and Susan Worline and others are respondents, we command 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 and State of Ohio. in Survey No. 1913, beginning at a hickory on the South line of said Survey; thence with the said line S. 80° 15' E. 43¼ Poles, to two sugar trees S.E. corner of said Survey; thence with the east line of said Survey N. 8° 45' W. 80 Poles to a stone; thence S 80° 15' W. 43¼ Poles to a stake in Tobias Bigbee's line; thence with his line passing his corner S 8° 15' E. 80 Poles to the place of beginning (excepting so much of said land as is South of the old Bellefountaine road, sold to Peter Staley, and being about one acre) leaving twenty acres and one hundred Poles, more or less. Appraised at $65.00 per acre, and that your proceedings in the premises you make known to our

Printer's

said Court of Common Pleas, at their next term; and have you then and there this writ. Witness my hand and the seal of said Court at Marysville O. this 24th day of Feb. A.D. 1885.

Seal

J.C. Burgner Clerk.

Sheriff's Return

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Times a newspaper printed and in general circulation in Union County, Ohio: and on the 28th day of March A.D. 1885, at 2 o'clock 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. Not sold for want of bidders. Sheriff $2.00. Printer $10.50

Marion Hopkins Sheriff By A.H. Goodwin Deputy.

On the 23d day of May 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Druscilla Donley. }
vs } Order of Sale in Partition
Susan Storlin et.al. }

Proof of Publication

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 north door of the Court House in Marysville Ohio, on Saturday March 23d 1885 at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit:

Situate in the County of Union, State of Ohio, and being known and described as follows: in Survey No. 1913. beginning at a hickory in the South line of said Survey; thence with the said line S 88° E. 43¼ poles to two sugar trees S.E. corner of said survey; thence with the east line of said Survey N 8° E. 88 poles to a stone; thence S 88° W 43¼ poles to a stake in Tobias Beightler's line; thence with his line passing his corner S. 8° E. 88 poles to the place of beginning (excepting so much of said land as is south of the old Bellefountaine road, sold to Peter Staley and being about one acre.) containing twenty acres & one hundred poles, more or less.

Appraised at $65.00 per acre. Terms of Sale - One third cash. one third in one year, one third in two years with interest on defered payments, secured by mortgage.

Marion Hopkins, Sheriff.

A.H. Beightler Atty.

A.H. Beightler being duly sworn says he is the editor of The Marysville Times a weekly newspaper, published in Marysville, Union County, Ohio. and having general circulation therein, and that the annexed advertisment was published in said newspaper five consecutive weeks the first insertion being on the 28th day of Feb. 1885 and the last on the 28th day of March 1885:

A.H. Beightler

Sworn to and subscribed by A.H. Beightler before me this 23d day of May, 1885.

J.C. Burgner, Clerk.

Printer's Fee, $10.50

Afterward on the 18th day of May 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Dorsilla Donley }
vs }
Susan Worline et al }

Happearing to the Court that the property described in the petition herein, has been twice advertised and offered for sale, and not sold for want of bidders, now, on motion of the plaintiff, it is ordered that a revaluation of said Property be had. And the Court appoint Levi Longbrake, James B. Whelpley and William H. Robb three judicious, disinterested freeholders of the County, to make the same. and upon return thereof an Order of Sale as hereinbefore directed, issue to the Sheriff of said County, Commanding him to sell said Property as heretofore ordered. at not less than two thirds of said re-valuation.

On the 20th day of May 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe

Dorsilla Donley. }
vs }
Susan Worline et.al. }

Court of Com. Pleas. Union County, O.
May Term. 1885.

Issue Order of Re-valuation to the Sheriff of Union County, Ohio. returnable according to law.

A.K. Beightler Atty for Pltff.

On the 21st day of May 1885 an Order for Re-valuation was issued by the Clerk of said Court, to-wit:

Order for Revaluation

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

We command you that, without delay, by the oaths of Levi Longbrake, James B. Whelpley and William H. Robb. you cause a re-valuation to be made of the following Premises. Situate in the Township of Paris, County of Union and State of Ohio. and described as follows, to-wit: In Survey No. 1913. beginning at a hickory in the South line of said Survey; thence with said line S. 80° 15' E. 43¾ poles to two sugar trees S.E. corner of said Survey; thence with the east line of said Survey N. 8° 45' W. 80 poles to a stone thence S. 80° 15' 43¾ poles to a stake in Tobias Beightlers line; thence with his line, passing his corner, S. 8° E. 80 poles to the place of beginning (excepting so much of said land as is South of the old Bellefontaine road, sold to Peter Staley, and being about one acre) leaving twenty acres and one hundred poles more or less.

In pursuance of an order lately made in our Court of Common Pleas, within and for said County of Union, in a Petition for Partition wherein the said Dorsilla Donley is petitioner and the said Susan Worline and others are respondents; and that of 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 Com Pleas at Marysville, this 21st day of May, 1885:

Seal

J.C. Burgner, Clerk.

Appr's Report.

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Appr's Report.

Drusilla Donley
vs
Susan Worline et al } Union County, Court of Com. Pleas.

According to the Command of the order hereto annexed, and on the call of the Sheriff of said County, we the undersigned appraisers. After being first duly sworn, and upon actual view of the premises do appraise the real value in money of the same. At $50.00 per acre.

Levi Longbrake.
J.B. Thelpley
Wm. A. Robb } Appraisers.

Given under our hands this 23d day of May 1885.

Sheriff's Return.

As commanded by the foregoing Order for reappraisment, I have executed the same by the oaths of Levi Longbrake, J.B. Thelpley and Wm. A. Robb. as will more fully appear by the Report of the Appraisers herewith returned. Sworn under my hand this 23d day of May 1885. Sheriffs Fees $2.68. Appr's Fees $3.00

M. Hopkins, Sheriff By A.H. Goodwin Dep'ty.

On the 23d day of May 1885 an Order of Sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

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

In pursuance to the order of our Court of Common Pleas, within and for the County of Union at the Sept. Term. A.D. 1884 in a certain petition for Partition, now pending in said Court, wherein Drusilla Donley is petitioner and Susan Worline and others are respondents. we command you, that without delay, you proceed to sell at Public auction, the land and tenements in the petition described, to-wit:

Situate in the County of Union and State of Ohio. in Survey No 1913 beginning at a hickory in the south line of said Survey; thence with said line S. 80° 15' E. 43¼ poles to two sugar trees S.E. corner of said Survey; thence with the last line of said Survey, N. 8° 45' W. 80 poles to a stone; thence S. 80° 15' W. 43¼ poles to a stake in Tobias Beightler's line; thence with his line, passing his corner, 8° 15' E. 80 poles to the place of beginning (excepting so much of said land as is south of the old Bellfontaine road, sold to Peter Staley and being about one acre) leaving twenty acres and one hundred poles, more or less. 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 and there this writ.

Witness my hand and the seal of said Court at Marysville, Ohio, this 23d day of May, A.D. 1885.

Seal

J.C. Bungner, Clerk.

Sheriff's Return

As commanded by this writ I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale in the Marysville Times a newspaper printed and in general circulation in Union County, Ohio. and on the 27th day of June A.D. 1885 at 2 o'clock P.M. on said day at the door of the Court House in said County,

offend for sale at public auction the lands and tenements described in this writ: and thereupon there came Philip Snider who bid the sum of thirty three 37/100 Dollars per acre. said sum being more than two thirds the appraised value; and he, being the highest and best bidder, was declared the purchaser. Sheriff's Fees, $5.74 Printers Fees $10.50.

Marion Hopkins, Sheriff.

On the 27th day of October 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication.

Drusilla Donley
vs
Susan Norline et al
} Order of Sale in Partition

By virtue of the stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer at public sale at the north door of the Court House, in Marysville Ohio. on Saturday June 27th 1885 at or about the hour of one o'clock P.M. on said day the following described real estate to-wit:

Situate in the County of Union, State of Ohio and being known and described as in Survey No 1913. Beginning at a hickory in the south line of said Survey; thence with said line 80° 15' E 43¾ poles to two sugar trees S.E. corner to said Survey; thence with the east line of said Survey N. 8° 45' W. 80 Poles to a stone; thence S. 80° 15' W. 43¾ poles to a stake in Tobias Beightler's line; thence with his line passing his corner. S 8° 15' E. 80 Poles to the place of beginning (excepting so much of said land as is South of the old Bellefountaine road. sold to Peter Staley, and being about one acre) leaving twenty acres and one hundred Poles, more or less. Appraised at $50.00 per acre. Terms of Sale. one third cash. one third in one year, and one third in two years, with interest on deferred payments secured by mortgage.

A.K. Beightler Atty.

Marion Hopkins Sheriff.

A.K. Beightler, being duly sworn says he is the editor of the Marysville Times a weekly newspaper published in Marysville, Union County, Ohio. and having a general circulation therein, and that the annexed advertisment was published in said newspaper five consecutive weeks. the first insertion being on the 30th day of May 1885 and the last on the 27th day of June 1885.

A.K. Beightler.

Sworn to and subscribed by A.K. Beightler before me this 27th day of Oct. 1885.

P.F. $10.50

J.L. Burgner Clerk.

On the 7th day of July 1885 a Motion was filed with the Clerk of said Court, to-wit:

Motion

Drusilla Donley
vs
Susan Norline et al
} Court of Com. Pleas. Union County, Ohio.

Now comes Levi Donley one of the defendants and moves the Court to set aside the sale heretofore

Affidavit

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made in this case for the following reasons to-wit:
That the lands were appraised to low. That the sale of said lands was ruinously low and that said land was well worth $45.00 or $50.00 per acre.

J.M. Kennedy & J.W. Robinson Attys for Deft.

On the 7th day of July 1885 an Affidavit was filed with the Clerk of said Court, to-wit:

Affidavit

George Worline et al vs Levi Donley et al } Court of Com Pleas Union County, Ohio.

Before the undersigned Officer duly qualified to administer oaths personally appeard Wm Staley, Monroe Amerine, J.B. Parthemore, J.M. Mills & Norris Bowersmith who being duly sworn testify that they are personally acquainted with the 2½ acres of land described in this cause & recently bid off at Sheriffs Sale. It is all cleared and has a house and orchard on it, fronts on a good improved turnpike, is only 1½ miles from Marysville, in a well improved part of the Country, was appraised the first time at $65. an acre & would have readily sold at ⅔ of that price at Sheriffs sale but for the extraordinary depression in prices the last year, which affiant believes is less now. The said lands are really worth $60.00 or $65.00 an acre at a low sale & the sale at $33⅓ an acre is in our opinion ruinously low. We believe the land at Sheriffs sale will now sell for at least $45.00 an acre if another trial is made for the same. We have no interest in the lands whatever.

J.M. Mills. J.B. Parthemore
Monroe Amerine. Norris Bowersmith.

Sworn to before me and signed in my presence this 6th day of July 1885.

J.L. Cameron Notary Public.

Entry

On the 7th day of July 1885 the following Entry was made on the Journal of said Court. to-wit:

Drusilla Donley. vs Susan Worline et al } This day this cause came on for hearing upon the motion of the Plaintiff to confirm the sale heretofore made in this case and also upon the motion of Levi Donley to set aside of said sale and the Court being fully advised in the premises does overrule the motion to confirm said sale and sustain motion to set aside the same.

Praecipe

On the 19th day of Sept. 1885 a Praecipe was filed with the Clerk of said Court. to-wit:

Drusilla Donley vs Susan Worline et al } Court of Com. Pleas Union County Ohio
Marysville 9/19/1885

To the Clerk of said Court: Issue Order of Sale in the above case returnable according to law.

A.H. Beightler Atty for Pltff.

On the 19th day of September A.D. 1885 an 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: In Pursuance of the order of our Court of Common Pleas, within and for the County of Union at the Sept. Term A.D. 1885 in a certain Petition for Partition, now pending in said Court, wherein Drusilla Donley is Petitioner and Susan Storline et als are Respondents, we command 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 and State of Ohio. In Survey No 1913 beginning at a hickory in the South line of said Survey; thence with said line S. 80° 15' E. 43 3/4 Poles to 2 sugar trees S.E. corner of said survey; thence with the east line of said Survey N. 8° 45' W. 80 Poles to a stone. Thence S. 80° 15' W. 43 3/4 Poles to a stake in Tobias Beightler's line; thence with his line passing his corner S. 8° 15' E. 80 Poles to the Place of Beginning. (Excepting so much of said land as is South of the old Bellefontaine road, sold to Peter Staley and being about one acre) leaving twenty acres and one hundred Poles, more or less. Appraised at $50.00 per acre. and that you Proceedings in the premises you make known to our said Court of Common Pleas at their next term: and have you then and there this writ: Witness my hand and the seal of said Court at Marysville, Ohio. this 19th day of Sept. A.D. 1885

Seal

J.B. Burgner, Clerk, By W.M. Knight Deputy

Sheriff's Return

As commanded by this writ: I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Times, a newspaper Printed and in general circulation in Union County Ohio. and on the 17th day of October A.D. 1885 at 1½ o'clock 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 George H. Courts who bid for the same the sum of thirty three and 37/100 Dollars per acre, said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared the purchaser. Sheriff's Fees. $5.76

N. Hopkins, Sheriff

Proff of Publication

On the 24th day of October 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit

Drusilla Donley
vs
Susan Storline et al
} Order of Sale de Partition

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 north door of the Court House in Marysville, Ohio. on Saturday Oct. 17th 1885 at or about

A.H. Cross Pet. Att. Money

the hour of one o'clock P.M. on said day, the following described real estate, to-wit: Situate in the County of Union State of Ohio, and being known and described as in Survey No 1913. Beginning at a hickory in the South line of said Survey; thence with said line S. 80° 15' E. 43¾ Poles to two sugar trees S.E. Corner of said survey; thence with the East line of said Survey N. 8° 45' W. 80 Poles to a stone; thence S. 80° 15' W. 43¾ Poles to a stake in Tobias Beightler's line. thence with his line passing his corner S 8° 15' E. 80 Poles to the place of beginning (excepting so much of said land as is south of the old Bellefountaine road sold to Peter Staley and being about one acre) leaving twenty Acres and one hundred Poles more or less. Appraised at $60.00 per Acre. Terms of Sale- One third cash, one third in one year and one third in two years with interest on deferred payments secured by mortgage.

A.K. Beightler Atty Marion Hopkins, Sheriff

A.K. Beightler being duly sworn says he is the editor of the Marysville Times a weekly newspaper, published in Marysville Union County, Ohio. and having a general circulation therein, and that the annexed advertisement was published in said newspaper five consecutive weeks the first insertion being on the 19th day of Sept. 1885 and the last on the 17th day of Oct. 1885.

A.K. Beightler.

Sworn to and subscribed by A.K. Beightler before me this 24th day of Oct. 1885.

J.P. Burgner, Clerk.

On the 9th day of Nov. 85 an Answer & Cross-Petition was filed with the Clerk of said Court, to-wit:

Ans. & Cross Pet. of H.W. Morey

Drusilla Donley, Susan Worline et al } vs } The State of Ohio, Union County Court of Common Pleas.

And now comes H.W. Morey & Co., leave of Court having first been had, and for answer and Cross-Petition herein say. That said firm of H.W. Morey & Co are engaged in the business of Undertaking and that while so engaged they furnished for Mary Jane Donley, who was owner of the land asked to be partitioned, the following.

June 17th 1881 One Coffin, Box, Hearse & attention, laying out and embalming $30.00 July 29th To Coffin for child of Mrs Donley. $5.00

To interest on the same $7.09 = $42.09 There has been paid on the above the following; 1883 Aug 6 By 2680 lbs of hay at 6.00 per ton $8.04 1884 June 28th By Flour, per L. Donley $4.47 = $12.51 balance due $29.58

The said H.W. Morey & Co say that the sum of $29.58 is justly due them from the estate of the said Mary Jane Donley. That no administrator has ever been appointed of her estate and that she left no personal property. Said H.W. Morey & Co therefore ask that the Court order the balance due on said account be paid out

of the proceeds of the sale of the land described in the petition.

J.B. Fulton Atty for H.H. Morey & Co

The State of Ohio, Union County ss. H.H. Morey being first duly sworn according to law says that he is a member of the firm of H.H. Morey & Co: that the facts stated and allegations in the foregoing Answer and Cross-Petition are true as he believes.

H.H. Morey.

Sworn to before me and subscribed in my presence this 10th day of November A.D. 1885.

(Seal) J. McKennedy Notary Public.

On the 11th day of Nov. 1885 a Supplemental Answer & Cross Petition was filed with the Clerk of said Court, to-wit:

Sup. Ans & Cross Pet of L. Donley

Drusilla Donley
vs
Susan Worline et al
} Court of Com. Pleas, Union County, Ohio.

Now comes Levi Donley and for Supplemental Answer & Cross Petition to the said Plaintiff's Petition says in addition to the facts stated in the foregoing answer and Cross Petition that all of the said property described in Plaintiffs Petition came from him and was bought with his money, and is by right his in fee. That said Real Estate was deded to his wife Mary J. Donley at her request and for the purpose of providing her a home in the event he should die before his wife Mary J. Donley. That no part of the money with which said lands were purchased ever came from the said Mary J. Donley or from either the Plaintiff or any of the said defendants. Defendant Levi Donley, therefore asks that the Court decree him his share of said money arising by the sale of said land in money. He hereby waiving all questions of Curtesy in said lands and also his right to the title in fee to said premises.

J. McKennedy, Atty.

State of Ohio Union County ss. Levi Donley being duly sworn says the facts and allegations in the foregoing Answer and Cross Petition are as he believe true.

Levi Donley.

Sworn to and subscribed before me by the said Levi Donley this 10th day of November A.D. 1885.

(Seal) J.S. Burgner, Clerk.

Afterward on the 13th day of Nov. 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Drusilla Donley.
vs
Susan Worline et al
}

This day this cause came on for hearing upon the motion to confirm the sale heretofore made in this case and also upon an agreed Statement of facts as to distribution of Proceeds and the same being submitted to the Court upon the Petition of the Plaintiff and

Petition 4977

the answer and Amendment thereto of Levi Donley, all of the other defendants being in default for answer or demurrer and the Court being fully advised in the premises does find as follows, to-wit: First That said Levi Donley had not forfeited his Curtesy in said real estate.
Second: That Confirmation of said sale may be had subject to the payment of the debts, taxes and costs of this suit and payment of the claim of A.H. Money & Co.
Third: That A.F. Beightler attorney for the Plaintiff be paid an attorney fee which shall be taxed as part of the costs in this case of $28.75. 4th That after paying all costs, taxes liens & debts due from the estate of said Mary J. Donley, Dec'd. that the residue of said money arising from said sale of said real estate be paid to Levi Donley in Lieu of his Curtesy therein the same being found due him under the Coshie Tables according to the rule thereof as directed by the Court, and that a deed thereof be made to the purchaser by the Sheriff of Union County Ohio. in pursuance of the law and the finding of the Court herein.

Attest: J. D. Baumgardner Clerk.

Pleas before his Honor John A. Price Judge of Court of Common Pleas begun and held at the Court House in the town of Marysville, within & for the County of Union of the 3d Sub-Division of the 15th Judicial District of the State of Ohio, on the 19th day of Oct. in the year of our Lord One Thousand Eight Hundred and Eighty Five.

Heretofore to-wit: on the 21st day of November 1885 the following Petition was filed with the clerk of said Court, to-wit:

Petition 4977

A.T. Carpenter Pltff
vs
George W. Sudduth et al
Miranda Sudduth Defts

} Court of Common Pleas, Union County, Ohio.

The Plaintiff says: That on the 17th day of May A.D. 1884 the Defendant, George W. Sudduth, made and delivered to Plaintiff his Promissory note of that date and thereby promised to pay to Plaintiff, Fifteen Hundred Dollars on or before Eighteen months after date, at 8% after maturity. At the same time said Sudduth made and delivered to Plaintiff his three interest Coupons, for the interest on said note, one for $60.00 due in 6 months, one for $60.00 due in one year and one for $60.00 due in Eighteen months each to bear 8% interest after maturity. Said first interest Coupon of $60.00 due in six months has been paid in full. (A copy of said note and two unpaid Coupons is hereto attached marked Exhibit "A")
2d On said 17th day of May 1884 the Defendants, George W. Sudduth and Miranda Sudduth, his wife, to secure the payment of said note and interest Coupons, made and delivered to Plaintiff their mortgage deed and thereby conveyed to Plaintiff his heirs and assigns the following premises:

Situate in the County of Union, State of Ohio, Township of Liberty, being part of U. M. Survey No. 12472: Beginning at a stone and brick at the intersection of the Wheeler road and the Dean road; thence with the center of the Dean road. N. 80½° W. 77 12/100 Poles, to a stone: thence N. 9¼° E. 44 60/100 Poles to a stone in the center of the Bellefountaine and Delware Railroad: thence with the center of said Railroad S. 85½° W. 76 Poles to a stone; thence N. 9¼° E. 43 60/100 Poles to a stone; thence S. 80½° E. 161 60/100 Poles to a stone in the center of said Wheeler road; thence with the center of said road S. 9° W. 64 50/100 Poles to the beginning containing Fifty (50) Acres of land, more or less.

The condition contained in said Mortgage deed was in substance that if said Sudduth should pay said note and interest Cupons and interest thereon when due then these Presents should be void otherwise to be and remain in full force & virtue.

3d On said 17th day of May 1884 at 1½ oclock P.M. said Mortgage was filed for record in the Recorder's Office of said County and was on the 19th day of May 1884 recorded in Record of Mortgages for said County Vol. 20 Page 120.

4th The said deed has become absolute. There is now due and remaining unpaid upon said indebtedness from the Defendants to Plaintiff the sum of Sixteen Hundred and twenty Dollars with 8% interest upon Sixty dollars from May 17th 1885 and 8% interest upon Fifteen Hundred and Sixty Dollars from Nov. 17th 1885.

5th The Plaintiff therefore asks, Judgment for said sum of Sixteen Hundred and Twenty Dollars with 8% int. on Sixty Dollars from May 17th 1885 and 8% interest on Fifteen Hundred and Sixty Dollars from November 17th 1885 and that said Mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A.T. Carpenter, Attorney

The State of Ohio Union County ss. A.T. Carpenter being sworn says the facts stated and allegations contained in his foregoing petition are true as he verily believes.

A.T. Carpenter.

Sworn to by A.T. Carpenter before me and signed by him in my presence this 21st day of November A.D. 1885.

(Seal)

J.B. Burgner, Clerk.

Praecipe — To Clerk: Issue Summons returnable according to law. Endorse "Amount claimed $1620.00 with 8% interest on $60.00 from May 17th 1884 & 8% int. on $1560.00 from Nov. 17th 1885 & foreclosure of mortgage.

A.T. Carpenter

Copy of Note and Cupons. — $1500.00

Marysville, Ohio. May 17th 1884.

On or before Eighteen months after date I promise to pay to the order of A.T. Carpenter Fifteen Hundred Dollars at Marysville, Ohio. Value received with interest at the rate of eight Percent per annum after maturity payable semi-annually. The Drawers & Endorsers severally waive Presentment for payment, Protest and notice of Protest and non-

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payment of this note. It is expressly agreed that if default be made in any one of the cupons hereto attached, representing the semi annual interest on this note, or any part thereof, as they severally become due, then the whole Principal sum represented by this note shall, at the option of the holder hereof, immediately become due, and together with all arrearages of interest thereon may be collected. It is further expressly agreed, that if at any time until this note is fully paid, the premises made security for this note, or any part thereof shall be sold for any tax or assessment whatever, then, and in that event, this note and all accrued interest thereon, shall immediately become due and may be collected. Due, Nov. 17th 1885. No Due

G. H. Sudduth

No. Two. $60.00 Marysville, Ohio. May 17th 1884.

May 17th 1885 after date I promise to pay to the order of A. J. Carpenter at Marysville, Ohio. Sixty Dollars, with interest at the rate of eight Percent, per annum, after maturity payable semi-annually being the semi annual interest on the note hereto attached and subject to all conditions of said note.

G. H. Sudduth.

No Two.

No Three. $60.00 Marysville, Ohio. May 17th 1884

Nov. 17th 1885 after date I promise to pay to the order of A. J. Carpenter at Marysville, Ohio. Sixty Dollars, with interest at the rate of Eight per cent per annum, after maturity payable semi-annually being the semi annual interest on the note hereto attached and subject to all conditions of said note.

No. Three.

Summons. On the 21st day of November A.D. 1885 a 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 George H. Sudduth and Miranda Sudduth that they have been sued by A. J. Carpenter in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of December 1885 the Petition of the said plaintiff A. J. Carpenter, 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 November, A.D. 1885

Witness my hand and the seal of said Court this 21st day of Nov. 1885.

Seal

J. D. Burgner, Clerk.

Endorsed, Amount claimed $16.20 with 8% int on $60.00 from May 17 1885 + 8% int. on $15.60 from Nov. 17th 1885.

Sheriff's Return. The State of Ohio Union County ss. Rec'd. this writ Nov. 23d 1885 at 9 o'clock A.M. and pursuant to its command on the 24th day of Nov. A.D. 1885. I served the same by leaving a true copy of this summons with endorsements thereon at the usual place of residence of the within named Defendants. Service 45c Mileage $1.76 Copy 40c = $ 2.61

M. Hopkins Sheriff

By A. H. Goodwin Deputy.

Afterward on the 21st day of December 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

A.T. Carpenter
vs
George W. Sudduth et al

And now comes the said A.T. Carpenter and the said Defendants still failing to answer or demur to said petition it is considered that the Plaintiff is entitled to an account of the money due him on 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, the sum of Sixteen Hundred and Thirty four and 63/100 Dollars. (including interest computed to this 21st day of December 1885). It is therefore considered by the Court herein, that the said Plaintiff recover of the Defendant George Sudduth, the said sum of Sixteen Hundred & Thirty four & 63/100 Dollars, with 8% interest from the 21st day of December 1885, the sum so found due as aforesaid, and also his costs taxed to # And it is further ordered and adjudged that in case the said Defendant George Sudduth fails for three days from this 21st day of December 1885 to pay to the said Plaintiff the said sum of Sixteen Hundred & Thirty four & 63/100 Dollars, with 8% interest thereon from this 21st day of December 1885 so 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 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 the costs of suit.

Attest: J.D. Bingner Clerk.

Pleas before his Honor John A. Price 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 of the 3d Sub-Division of the 10th Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord One Thousand, Eight Hundred & Eighty five.

Heretofore, to-wit on the 14th day of August 1884 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4578

The Michegan Mutual Life Insurance Company. Pltff
vs.
Johnathan Cheney & Almeda Cheney, Hingel & Harriman & George B. Hamilton Defts.

Court of Common Pleas, Union Co. Ohio.

Plaintiff says that it is a corporation duly incorporated under the laws of Michegan and duly authorized to do business in Ohio.

First Cause of Action. Defendant, Johnathan Cheney is indebted to plaintiff in the sum of Eight Hundred Dollars, which plaintiff claims with interest at the rate of 10% per annum payable semi annually from January 22d 1882 on a promissory note, payable at the Home Office of Plaintiff, Detroit, Michigan. Of which note the following is a copy.

$800.00 Detroit, Michigan. Jan. 22d 1875

On the 22d day of January 1880 I promise to pay to the order of The Michigan Mutual Life Insurance Company, the sum of Eight Hundred Dollars, at the Home Office of said Company, at Detroit Michigan, value received, with interest, after maturity, at the rate of ten percent per annum payable semi-annually until this note is paid. This note is secured by mortgage of even date herewith made by myself and wife to the said Michigan Mutual Life Ins. Company.

Jonathan Cheney "

Corrected the above so as to read eight hundred instead of Forty as at first written. Accepted by me Jan. 29th

Johnathan Cheney.

There are no indorsments on said note. Defendant is entitled to a credit on interest of $38.00 paid January 23d 1883.

Second Cause of Action. At the time of delivering said note and to secure the payment of the same the defendants, Johnathan Cheney & Almeda Cheney, his wife, duly executed and delivered to plaintiff their mortgage deed conveying the following premises, situated in the Township of Jackson, County of Union, State of Ohio, part of U.M. Survey No 9922 and bounded as follows, to-wit:

Beginning at an ash, elm and beech tree North East corner of David Coats land, thence North correcting the course 10° 55' W fifty three (53) Poles, to John Stouts South East corner, thence Seventy eight (78) degrees West Sixty Seven (67) Poles to said Stouts South West corner; thence N. 10° 55' W. and with said Stouts West line Forty eight (48) Poles to the center of the Marion, State road; thence along the center of said road to the North East corner of James Roberts land; thence S. 10° 55' E. twenty five (25) Poles to a stake; thence South Sixty Eight degrees, fifty minuets (68° 50') West fifteen (15) Poles and twenty three (23) links to a stake in the Alley of Essex opposite the North East corner of Lot No. 36: thence South 20° E. 34 Poles nineteen (19) links to a sugar, box elder and hickory tree; thence North Seventy eight degrees, East 138 Poles, to the place of beginning containing fifty seven (57) acres of land, more or less.

Said Mortgage was conditioned as follows:

Provided always and these Presents are upon the expressed condition that if the said Parties of the first part shall and do well and truly Pay or cause to be paid to the Party of the second part the sum of Eight Hundred Dollars at the expiration of five years from the date hereof with interest thereon at the rate of ten per cent per annum, payable semi-annually, all to be paid at the Home Office of the

said party of the second part at Detroit Michigan, according to the tenor and effect of eleven promissory notes, ten of said notes being for interest and one for principal and all bearing even date herewith, executed by said first parties to said party of the second part to which these presents are collateral, and shall also pay or cause to be paid all taxes and assessments of whatever nature which may be levied upon said premises above described as soon and as often as the same may become due and payable: and will also keep the building and improvements upon said premises insured against loss or damage by fire for the use and benefit and to the satisfaction of the said party of the second part its successors and assigns in the sum of at least Five Hundred dollars. so long as this mortgage remains unpaid, and in case the said parties of the first part shall fail to insure or pay taxes as aforesaid the said party of the second part may insure and pay taxes and all money paid as premium therefor or taxes may be added to the amount secured hereby payable forthwith and with the same rate of interest and shall be treated as a part of the money payable on this mortgage, and shall further keep and perform all covenants hereinafter made, then these presents and said promissory notes shall cease and be null and void.

And it is hereby expressly agreed that should any default be made in the payment of the said interest or any part thereof or the taxes on any day whereon the same is made payable as above expressed and the same remain unpaid and in arrears for the space of thirty days then and from thenceforth that is to say after the lapse of the said thirty days the aforesaid principal sum of Eight Hundred dollars with all the arrearages of interest thereon shall at the option of said obligee its successors and assigns, become and be due and payable immediately thereafter although the period above limited for the payment thereof may not have expired, anything hereinbefore contained to the contrary thereof in any wise notwithstanding.

And it is further expressly agreed that as often as any proceeding is taken to foreclose this mortgage as hereinafter provided said first party shall pay said second party or its attorney, Seventy five dollars as a reasonable Solicitor or attorney fee therefor in addition to all other legal costs. And upon default being made in any condition of this mortgage or in case of non payment of said sum of Eight Hundred Dollars or of the interest thereof or any part of said principal or interest or if the principal becomes due and payable as aforesaid by reason of the non payment of interest, taxes, assessments or insurance premiums at the time, in the manner and at the place above limited and specified for the payment thereof, then in such case it shall and may be lawful for the said party of the second part its successors or assigns, and the said

parties of the first part do hereby empower and authorize the said party of the second part, its successors or assigns to grant bargain, sell, release & convey the said premises with the appurtenances at public vendue and on such sale to make and execute to the purchaser or purchasers his or their heirs and assigns forever good, ample and sufficient deed or deeds of conveyance in law thereof pursuant to the law in such case made and provided rendering the surplus money, if any there should be to the said parties of the first part their heirs, executors or administrators after deducting the amount then due the said attorney or solicitor fee & the costs and charges of such vendue & sale aforesaid.

On the day of January 1875 said mortgage was duly left for record at the Recorder's Office of Union County, Ohio. and on February 2nd 1875 was duly recorded in Vol. 11 Page 239 of his mortgage records.

Plaintiff says that when said $800.00 promissory note became due and payable according to the terms thereof, the said Jonathan Cheney did not pay said promissory note, or the money named therein to the said Plaintiff nor any part thereof, nor has he paid the interest thereon which became due July 22nd 1882, Jan. 22nd 1883, July 22nd 1883 Jan. 22nd 1884, July 22nd 1884, nor any part thereof except $38.00 Jan. 23rd 1883 which was applied upon interest due July 22nd 1882, but the said sum of money & interest at the rate of 10% per annum payable semi-annually as aforesaid from the date aforesaid. still remains and is due and unpaid, whereby the condition of said mortgage deed has become broken and said mortgage deed has become absolute.

Plaintiff says that he is informed that defendant, Jonathan Cheney since executing above described mortgage has conveyed said described land to Winget Harriman and that George B. Hamilton & one A. B. Ballard assignee of Jonathan Bell, have or claim to have a lien upon said land by mortgage and Plaintiff asks that they be required to answer and set up their claims & be made parties.

Therefore Plaintiff asks judgment against said defendant Jonathan Cheney for said sum of $800.00 with interest thereon from the 22nd day of January 1882 at the rate of 10% per annum payable semi-annually. A credit of $38.00 said January 23rd 1883 being given on the installment of interest due July 22nd 1882: and also, on a failure to pay said judgment by a day to be named, said premises may be ordered to be appraised, advertised and sold as upon execution and the proceeds of said sale be applied to pay and satisfy the said judgment so to be rendered or so far as said proceeds shall go in paying the same, and for such other and further relief as law and equity may require.

Edward E. Cole
Atty for Pltff.

State of Ohio Union County ss. Edward E. Cole being first duly sworn says that he is the Attorney of the Plaintiff duly authorized herein and that the said Plaintiff is a corporation duly incorporated under the laws of Michigan and that said pleading is founded upon a written instrument for the payment of money which instrument is now in affiants possessions and that the facts stated are as affiant belive true.

Edward E. Cole.

Sworn to and subscribed before me this 14th day of August A.D. 1884.

(Seal) J.D. Burgner, Clerk.

State of Ohio, Union County ss. Edward E. Cole being first duly sworn says that he is the attorney of the Plaintiff duly authorized herein and that said Plaintiff is a corporation duly incorporated under the laws of Michigan and that said pleading is founded upon a written instrument for the payment of money which instrument is now in affiants possession and that the facts stated are as affiant belives, true.

Edward E. Cole.

Sworn to and subscribed before me this 6th day of Oct 1884.

J.D. Burgner Clerk. (Seal)

Refiled as amended October 6th 1884. J.D. Burgner Clerk.

On the 3d day of January A.D. 1885 a 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 Arnget Harriman & S.B. Hamilton and Mrs P.E. Ballard that they have been sued by The Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union County, and that unless they answer by the 31st day of January A.D. 1885 the Petition of said Michigan Mutual Life Insurance Company against them filed with the Clerk 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 January A.D. 1885.

Witness my hand and the seal of said Court, this 3d day of January A.D. 1885.

(Seal) J.D. Burgner, Clerk.

In action for Foreclosure of Mortgage.

Sheriffs Return The State of Ohio Union County ss. Received this writ Jan 26th A.D. 1885 at 2 oclock P.M. and pursuant to its command on the 9th day of January A.D. 1885 I served the same by delivering to the within named Arnget Harriman and S.B. Hamilton a true copy of this writ with endorsements thereon, The within named Mrs P.E. Ballard not found in my County, Service $5.00 Mileage $4.20 Copies 60¢ Total $5.25

Marion Hopkins, Sheriff.

Summons

Sheriffs Return

Summons

Sheriffs Return

Summons

On the 14th day of August 1884 a 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 Jonathan Cheney and Almeda Cheney that they have been sued by The Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of September A.D. 1884 the petition of the said Michigan Mutual Life Insurance 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 25th day of August A.D. 1884. Witness my hand and the seal of said Court, this 14th day of August A.D. 1884.

(Seal) J.B. Burgner, Clerk.

Sheriff's Return — The State of Ohio, Union County ss. Received this writ August 14th A.D. 1884 at 2 o'clock P.M. The within named Jonathan Cheney and Almeda Cheney not found in my County. Mileage $4 Co. Copy 40¢ = $4.40

John Hobensack, Sheriff.

On the 13th day of October 1884 a Summons was issued by the Clerk of said Court, to-wit:

Summons — The State of Ohio Union County s.s. To the Sheriff of Mercer County Greeting: We command you to notify Jonathan Cheney and Almeda Cheney that they have been sued by The Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union County and that unless they answer by the 1st day of Nov. A.D. 1884 the petition of said Plaintiff 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 Oct. A.D. 1884.

Witness my hand and the seal of said Court this 1st day of October A.D. 1884.

(Seal) J.B. Burgner, Clerk.

In action for foreclosure of Mortgage.

Sheriff's Return — The State of Ohio, Union County ss. Received this writ Oct. 2d 1884 at 5 o'clock P.M. and pursuant to its command on the 7th day of October A.D. 1884 I served the same by leaving a true copy of this writ at the usual place of residence of each of the within named persons Service 45¢ Mileage $2.40 Copy 50¢ Return 25¢ Doc & Rec. 35¢ Index 10¢ Postage 14¢ Total $4.09. Given under my hand this 8th day of October 1884.

F.P. Fongille, Sheriff.

On the 2d day of May 1885 a 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 Marion Greeting: We command you to notify Mrs. E.E. Ballard that she and others have been sued by The Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union County and that unless they answer by the 30th day of May A.D. 1885 the petition of said Plaintiff, The Michigan Mutual Life

Insurance 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 11th day of May A.D. 1885.

Witness my hand and the seal of said Court this 2d day of May A.D. 1885.

(Seal) J.B. Burgner. Clerk.

Action for foreclosure of mortgage.

Sheriff's Return. The State of Ohio, Marion County ss. Received this writ May 5th A.D. 1885 at 3 o'clock P.M. The within named P.E. Ballard not found in my bailwick Mileage $2.40, Copy 16¢ Ret. & Postage $.10 Total $2.66

Fla. Buckley Sheriff.

Afterward on the 4th day of March 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry. The Michigan Mutual Life Insurance Company vs Jonathan Cheney et Almeda Cheney, Knight & Harriman George B Hamilton & Mrs P.E. Ballard

This cause now coming on for hearing on the petition of the Plaintiff and the evidence the Court find that the Defendants have all been served with summons in this case except Mrs P.E. Ballard and that they all are in default for answer and demurer, and that the allegations of the petition are thereby confessed by them to be true and that there is due the Plaintiff from the defendant, Jonathan Cheney on the promissory note set forth in the petition with interest to the date of this decree, March 3d 1885 the sum of Ten Hundred & thirty seven 85/100 dollars.

The Court further finds that in order to secure the payment of said note the defendants, Jonathan Cheney & Almeda Cheney his wife, executed and delivered to said The Michigan Mutual Life Insurance Company their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Vol. 11 Page 239 of the Records of Mortgages of Union, and is a good, valid & first lien on the premises described in the petition and that the conditions of said mortgage have been broken.

It is therefore considered by the Court that the Plaintiff recover from the defendant Jonathan Cheney the said sum of $ and its costs herein expended. And it is further adjudged and decreed that unless the defendant Jonathan Cheney shall by May 1st 1885 from after the date of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the Plaintiff herein the sum so found due as aforesaid with interest from March 2d 1883 the defendants equity of redemption be foreclosed and said premises to be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise

Motion

Motion

Order of Sale.

advertise and sell said premises as upon execution and report his proceedings to this Court for further order. And as to the defendants Geo. B. Hamilton & Mrs. R. E. Ballard this cause is continued with leave to answer within thirty days.

On the 27th day of June 1885 a Motion was filed with the Clerk of said Court, to-wit:

Motion — The Michigan Mutual Life Insurance Co. vs. Jonathan Cheney et al

Plaintiff moves the Court to modify its judgment heretofore rendered in this case on the 7th day of March 1885 by inserting, after the words "with interest" where they occur therein the following words "at the rate of ten per cent per annum, payable semi annually" for the reason that said words were omitted by mistake in the entry of said judgment.

E. E. Cole Atty for Pltff.

On the 7th day of July 1885 a Motion was filed with the Clerk of said Court, to wit:

Motion — The Michigan Mutual Life Insurance Company vs. Jonathan Cheney et als } In Union County Court of Com. Pleas.

The defendants move the Court to set aside the judgment and correct the finding of the amount due upon said note by computing the interest upon said note at 6 per cent it not appearing that said contract was entered into in another State. For the further reason that the said note was in fact executed in Ohio, and is governed by the laws of Ohio.

The judgment and finding heretofore made is too large

Cameron & Woodburn Atty for Defts

On the 28th day of July 1885 an 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 and for said County, on the 3d day of March A.D. 1885 in the cause of The Michigan Mutual Life Insurance Company Plaintiff and Jonathan Cheney et al, Defendants, said Insurance Company obtained a judgment or decree against the said Jonathan Cheney et als for the sum of Ten Hundred & Thirty seven & 85/100 Dollars and Dollars, costs of suit: And whereas it was then and there by said Court ordered, adjudged and decreed that the said Jonathan Cheney shall by the 1st day of May A.D. 1885 pay unto the said Plaintiff the said sum of Ten Hundred thirty seven & 85/100 Dollars with interest from the 3d day of March A.D. 1885 at the rate of 6 per cent per annum, and to the Clerk of this Court, the costs of this action herein taxed to $ and upon default to pay the same, that an order issue to the Sheriff of this County, commanding him to procure

according to the Statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs Petition, &c:

And whereas, the day aforesaid has fully expired and the said sum of $1037.85 with interest and costs have not been paid as aforesaid, as appears to us of record: You are therefore commanded to proceed and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in Jackson Township, County of Union and State of Ohio, bounded and described as follows: Part of U. M. Survey No 9922. Beginning at an ash, elm & beech tree. North East corner of David Earls land thence North correcting the course 10° 55' W. 53 Poles to John Stout's South East corner, thence 78° W. 67 Poles to said Stouts, South West corner; thence N. 10° 55' W. with said Stouts west line 48 Poles to the center of the Marion State Road; thence along the center of said road to the North East corner of James Roberts Land; thence S. 10° 55' E. 25 Poles to a stake; thence S. 68° 30' W. 15 Poles and 23 links to a stake in the alley of Essex opposite the North East corner of Lot No 36; thence S. 20° E. 34 Poles & 19 links to a Sugar, Box Elder and Hickory tree; thence N. 78° E. 138 Poles to the place of beginning, Containing 57 acres of land, more or less. together with hereditaments and appurtenances thereto belonging or in anywise appertaining.

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, this 25th day of July A. D. 1885.

J. L. Burgner, Clerk.
By H. M. Winget Deputy.

Sheriffs Return — Case settled in full, Int Returned by order of Plaintiffs attorney

M. Hopkins Sheriff
By A. H. Goodwin Deputy.

Attest: J. L. Burgner Clerk.

Petition 4853.

Pleas before his Honor John A. Price 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 of the 3rd Sub Division of the 10th Judicial District of the State of Ohio on the 19th day of October in the year of our Lord One Thousand Eight Hundred and Eighty Five. Heretofore, to-wit: on the 1st day of July 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Martha J. Middleton and
Timothy Middleton, Plaintiffs
vs.
Eliza Hildreth, James Hildreth,
Michael Martin, Rachel Phifer,
Jacob Phifer, Ella Simpson and
Thomas Simpson, Mary A. Wood,
Geo. W. Martin, Louis N. Martin, William
D. Martin, Benj. F. Martin, Margaret
J. Hysinger and Sylvanus Taylor, Defts.

Petition
1853.

Court of Common Pleas.
Union County, Ohio.

The Plaintiffs say. On or about the 14th day of May A.D. 1860 one Enos Martin of said County, died seized of an Estate in fee simple in the following described Real Estate in said County, to-wit: "Being part of Lot No 4 as delineated on a plat on record in the Office of the Board of Public Works, and being part of a tract of land conveyed to the State of Ohio. by Duncan McArthur, bounded and described as follows; Beginning at the north west corner of said Lot No 4 and about Seventy five Poles South West from the North west corner of Lot No One in original Survey No 3469, thence S. 83 East One hundred and twenty nine Poles to a stake, thence South 7 West One hundred and twenty five poles, thence North 83 West One hundred and twenty nine poles, thence North 7 East One hundred and twenty five Poles to the beginning, Containing One hundred and one half Acres"

2nd The said Enos Martin in his life time duly made his last Will and Testament (a copy of which is hereto attached marked Exhibit "A" and made a part of this petition) which after his decease and on or about the day of A.D. 18 was proved, allowed and admitted to Probate and record by the Probate Court of Union County, and recorded. That by the terms of said Will one Mary Martin the wife of Enos Martin was to and did have in lieu of her dower the use of said lands during her natural life time. On the 14th day of April 1885 the said Mary Martin died. That said Sarah Ann Martin and Mary Elizabeth Martin named in said Will of Enos Martin, before the death of Mary Martin, died without leaving any heirs at law or legal representatives.

3rd By the terms of said last will and testament of the said Enos Martin, the said premises was devised to the following named of his children after the said death of said wife

To Martha J. Middleton one sixth part. To Eliza Hildreth one sixth part. To Michael Martin one Sixth part. To Rachel Phifer one sixth part.

To Ella Simpson who is the only heir and legal representative of Enos Martin who was a son of the testator, one Sixth Part. To Mary A. Wood, George W. Martin, Louis N. Martin, William D. Martin Benjamin F. Martin, Margaret J. Hysinger the only heirs of William Martin one sixth part. The said Michael Martin resides at Carthage in the State of Missouri. Rachel Phifer resides at San Jose in the State of California. The said heirs of William Martin reside at Hartford in the State of Kansas. The others of said defendants reside in Union County, Ohio.

4th The Plaintiff prays that all the persons above named may be made parties defendant herein: and the Plaintiff desiring to hold her said interest in severalty prays that Partition may be made, or if Partition cannot be made, without manifest injury then that the premises may be sold or other order taken as may be authorized by law.

D. W. Ayers Atty for Plaintiff.

State of Ohio Union County s.s. Martha J. Middleton being first duly sworn says that she believes the facts stated and allegations made in her foregoing Petition to be true.

Martha her J. Middleton mark

Sworn to before me and signed in my presence by Martha J. Middleton this 1st day of July A.D. 1885.

Seal J. S. Burgner Clerk. By W. M. Winget Deputy.

Praecipe Clerk: Issue Summons upon the Petition in the above entitled case, to the Sheriff of Union County, Ohio. for Eliza Hildreth James Hildreth, Ella Simpson and Thomas Simpson and Sylvanus Taylor, returnable according to law. Endorse "Action for Partition"

D. W. Ayers Atty for Plaintiff.

Copy of Will. Exhibit "A" I, Enos Martin, of the County and State of Ohio, do make and publish this my last Will and testament in manner and form, that is to say:

First It is my will that my funeral expenses and all my just debts be fully paid.

Second, I give, devise and bequeath to my beloved wife, Mary Martin, in lieu of her dower the plantation on which we now reside in Union County, Ohio. containing about one hundred acres, during her natural life time, and all the live stock, horses, cattle, sheep, hogs &c. by me now owned and kept thereon, and all my household and kitchen furniture and all items owned by me and not particularly named in this will during her natural life time as aforesaid. And at the death of my said wife all the property hereby devised or bequeathed to her as aforesaid or so much thereof as may remain unexpended, I give and bequeath in manner and form following, to-wit: To my two youngest daughters, Sarah Ann Martin and Mary Elizabeth Martin, One Hundred Dollars each, and the balance of my Property to be equally divided between

Summons

Sheriff's Return

Affidavit

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my above named two daughters and all the rest of my children share and share alike. And lastly I appoint my said wife to be Executrix of this my last will and testament. In testimony whereof I have hereunto set my hand and seal this 30th day of December 1854.

Enos his X mark Martin

Signed, published and declared by the above named Enos Martin as for his last Will and testament in the presence of us, who at his request have signed as witnesses to the same.

James Middles
James A. Smith.

Afterward on the 20th day of August 1885 a 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 Eliza Hildreth, James Hildreth Ella Simpson Thomas Simpson and Sylvanus Taylor that they have been sued by Martha J. Middleton and Timothy Middleton in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of Sept. A.D. 1885 the petition of said Plaintiffs 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 August A.D. 1885. Witness my hand and the seal of said Court, this 20th day of August A.D. 1885.

(Seal) J.D. Burgner, Clerk.

In action for Partition.

Sheriff's Return

The State of Ohio, Union County ss. Received this writ Aug. 20th A.D. 1885 and pursuant to its command, on the 25th day of August A.D. 1885 I served the same by leaving at the usual place of residence of the within named Eliza Hildreth, James Hildreth, Ella Simpson and Sylvanus Taylor a true copy of this writ with endorsments thereon and by handing the within named Thomas Simpson a true copy of this writ with endorsments thereon.

Service 90¢ Mileage $2.40 Copies $1.00 = $4.30.

M. Hopkins Sheriff, By A.K. Goodwin, Deputy

On the 12th day of August 1885 an Affidavit was filed with the Clerk of said Court, to-wit:

Affidavit

Martha J. Middleton et al
vs
Eliza Hildreth, James Hildreth, Michael Martin, Rachel Phifer, Jacob Phifer, Ella Simpson and Thomas Simpson

Court of Common Pleas, Union County, Ohio.

Martha J. Middleton, Plaintiff, being first duly sworn says that service of Summons cannot be made in this State on the Defendants Michael Martin, Rachel Phifer, Jacob Phifer, Mary A. Woods, Geo. H. Martin Louis N. Martin, William D. Martin, Benjamine F. Martin and Margaret J. Hysinger, and that the cause is one of those mentioned in Section Five Thousand and Fifty-eight of the

Revised Statutes of Ohio.
Attest J.M. Darling.

Martha J. Middleton
mark

Sworn to before me and signed in my presence by the said Martha J. Middleton this 1st day of August A.D. 1885.

J.M. Darling Notary Public.

Seal

Cross of Publication

On the 19th day of October 1885 a Proof of Publication was filed with the clerk of said Court, to-wit:

Martha J. Middleton, Plaintiff.
vs.
Eliza Hildreth James Hildreth, Michael Martin, Rachel Phifer, Jacob Phifer, Ella Simpson, Mary A. Woods, George N. Martin, Louis N. Martin, W.D. Martin Benjamine L. Martin Margaret J. Hysington. Defendants.

} Court of Common Pleas, Union County, Ohio.

Michael Martin who resides near Carthage, in the County of Jasper and State of Missouri Rachel Phifer and Jacob Phifer, who reside near San Jose, in the County of Santa Clara, and State of California, Mary A. Wood, George N. Martin Louis N. Martin, William D. Martin, Benjamine F. Martin and Margaret J. Hysinger who reside near Hartford, in the County of Lyon, and State of Kansas, will take notice that on the 1st day of July A.D. 1885 Martha J. Middleton, filed her petition in the Court of Common Pleas of Union County, Ohio. in case No 853 against the above named parties and others, praying for partition of the following described premises in Union County, Ohio: Being part of Lot No 4 as delineated on a plat on record in the Office of the Board of Public Works and being part of a tract of land conveyed to the State of Ohio, by Duncan McArthur, bounded as follows: Beginning at the northwest corner of said Lot No 4, and about 75 poles Southwest from the Northwest corner of Lot No 1 in original Survey No 3469; thence South 83 East 129 poles to a stake, thence South 7 West 125 poles; thence North 7 East 125 to the beginning, containing one hundred and one half acres of land. Said parties are required to answer on or before the 30th day of September A.D. 1885; or an order of portion may be taken against them.

Martha J. Middleton.

D.T. Ayres Atty for Plaintiff August 19th 1885.

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 August 16th 1885.

W.O. Shearer.

Sworn to and subscribed before me this 19th day of October A.D. 1885

Seal

J.B. Burgner Clerk.

Writ of Partition

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Afterward on the 19th day of October 1885 the following Entry was made on the Journal of said Court, to-wit:

Martha J. Middleton and Imogley Middleton

vs.

Eliza Hildreth, James Hildreth, Michael Martin, Rachel Phifer, Jacob Phifer, Ella Simpson and Thomas Simpson, Mary A. Wood, George W. Martin, Louis N. Martin, William D. Martin, Benj. F. Martin, Margaret J. Hysinger and Sylvanus Taylor, Defendants.

Court of Common Pleas, Union County, Ohio.

And now this cause coming on to be heard upon the petition of the Plaintiff herein. The Court find that all the defendants have had due legal notice of the pendency and demand of the said petition and that they are all in default for answer thereto. Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition. that the plaintiff Martha J. Middleton has a legal right to the one sixth thereof, the defendant Eliza Hildreth, one sixth thereof, the defendant Michael Martin one sixth thereof, the defendant Rachel Phifer one sixth thereof, the defendant Ella Simpson (who is the only legal representative of Amos Martin deceased) one sixth thereof the defendant Mary A. Wood, George W. Martin, Louis N. Martin, William D. Martin, Benjamin F. Martin, Margaret J. Hysinger (the only heirs of William Martin) one sixth part thereof. and that the plaintiff is entitled to have partition of said Estate as prayed for in her petition. It is therefor ordered and adjudged and decreed that partition of said Estate be made in favor of all parties in interest; and William T. Fulton, Samuel McAdow and J. M. Darling, three judicious and disinterested freeholders of the vacinity are hereby appointed Commissioners to make the same.

And it is ordered that a Writ of Partition issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said Estate to which they are severally above found entitled. And it is ordered that if said Estate is entire and cannot be divided by metes and bounds, without manifest injury then that said Estate be appraised. And of his proceedings herein the said Sheriff is ordered to make due return.

On the 19th day of October A.D. 1885 a Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of said County, Greeting: We command you that without delay, by the oaths of Wm. T. Fulton, Samuel McAdow and J. M. Darling you cause Partition to be made of the following described Premises, Situate in the County of Union and State aforesaid, to-wit: Being part of Lot No 4, as delineated on a Plat on record in the Office of the Board of Public Works, and being part of a tract of land conveyed to the

State of Ohio by Duncan McArthur; bounded as follows:
Beginning at the North West corner of said Lot No 4 and about (75) seventy five poles South-west from the Northwest corner of Lot No one in original Survey No 3469, thence S 83. East. One hundred and twenty nine poles to a stake, thence Southly 7 West One hundred and twenty five poles; thence North 83 West One hundred and twenty nine poles; thence North 7 East One hundred and twenty five poles to the beginning, containing One Hundred and one half acres. among the persons named herein, and in the following proportions, to-wit:
To Martha J. Middleton 1/6 part. to Eliza Hildreth 1/6 part, to Michael Martin 1/6 part, to Rachel Phifer 1/6 part, to Ella Simpson 1/6 part, to Mary H. Wood 1/36 part, to George W. Martin 1/36 part, to Louis N. Martin 1/36 part, to William D. Martin 1/36 part, to Benjamine F. Martin 1/36 part, to Margaret J. Hysinger 1/36 part, 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 Martha J. Middleton is Petitioner and the said Eliza Hildreth et al 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, Ohio, this 19th day of October A.D. 1885.
(Seal)
J.B. Burgner, Clerk.

Sheriff's Return

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of J.M. Darling, Wm T. Fulton and Samuel M'Adow causing Partition to be made, as will by the report of the Commissioners hereunto returned, Service 30¢. Mileage $2.40 Executing writ $1.20, Swearing Com. $1.20 Transporting Com. $2.00 Total $7.10 Com. Fees $7.00
Given under my hand this 19th day of October A.D. 1885
W. Hopkins, Sheriff.

Com. Report

Martha J. Middleton vs Eliza Hildreth et als } 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 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 we do estimate the value of the same at Thirty five dollars per acre.
Given under our hands, this 19th day of October A.D. 1885
J.M. Darling
Wm T. Fulton
Samuel M'Adow } Com.

Afterwards on the 30th day of Oct. 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Martha J. Middleton vs Eliza Hildreth et al

This cause came on for hearing upon the Return of the Sheriff and the Report of the Commissioners heretofore

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appointed herein, and on the motion to confirm the same.
And it appearing that the said Estate cannot be divided by
metes and bounds without injury to the value thereof, and
that said Commissioners have made and returned their app-
raisment thereof in the sum of $35.00 per acre, the Court find
the said return and proceedings in all repects correct and
in conformity to law, and do therefor approve and confirm
the same. And thereupon neither of said parties electing
to take the said estate at its appraised value, and on motion of the
plaintiff it is ordered that said premises be sold at public sale
And that an order issue therefor to the Sheriff of Union County
and that he sell the same upon the following terms- One third
cash- one third in one year and one third in two years.
On the 4th day of November 1885 an 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: In pursuance of an order of our Court of
Common Pleas, within and for the County of Union at the
October term A.D. 1885 in a certain petition for Partition now pending
in said Court, wherein Martha J. Middleton and Timothy
Middleton are petitioners and Eliza Hildreth, James Hildreth
Michael Martin Rachel Phifer, Jacob Phifer Ella Simpson,
Thomas Simpson, Mary A Wood, George W. Martin Louis N. Martin
William D Martin, Benjamine F Martin, Margaret J. Hysinger and
Sylvanus Taylor are respondents, We command you that
forthwith delay you proceed to sell at public sale the lands
and tenements in said petition described, to-wit:
Being part of Lot No 4 as delineated on a plat on record in
the Office of the Board of Public Works and being part & part
of land conveyed to the State of Ohio by Duncan McArthur,
bounded as follows: Beginning at the North West corner of
Lot No 4 and about Seventy five Poles South West from the
North West corner of Lot No One in original Survey No 3469
thence S. 83 East One Hundred and twenty nine Poles to a stake
thence South 7 West One hundred and twenty five Poles, thence North
83 West One Hundred and twenty nine Poles thence North 7
East One Hundred and twenty five Poles, to the beginning, contain
ing One Hundred and one half acres. Appraised at $35.00 per acre.
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 and there this writ:
Witness my hand and the seal of said Court at Marys
ville, Ohio. this 14th day of November A.D. 1885.
Seal
J.L. Burgner Clerk.

Sheriff's Return

As commanded by this writ, I have caused the lands and
tenements, herein described, to be duly advertised for thirty
days next preceding the day of sale, in the Marysville Fri-
bune a newspaper Printed and in general circulation in
Union County, Ohio: and on the 5th day of December A.D. 1885

at 1½ o'clock P.M. on said day, at the door of the Court House, in said County. I offered for sale, at public auction, the lands, the land and tenements described in this writ: and then and there came Timothy Middleton who bid for the same the sum of $30.00 per acre said sum being more than two-thirds the appraised value; and he being the highest and best bidder was declared the purchaser. Service 30¢, Copy to Printer 30¢ Poundage $7.54 Total $18.84 Printer's Fees $12.00

M. Hopkins, Sheriff.

On the 17th day of December 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

Martha J. Middleton
vs
Eliza Hildreth et.als.
} Court of Com. Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio. I will offer for sale at the north door of the Court House, in Marysville, Ohio. on Saturday, December 5th 1885. at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit: Situated in the County of Union, and State of Ohio, and bounded and described as follows: Being part of Lot No 4 as delineated on a plat on record in the Office of the Board of Public Works and being a part of a tract of land conveyed to the State of Ohio by Duncan McArthur bounded as follows: Beginning at the North-west corner of said Lot No 4 and about Seventy five Poles South-west from the North west corner of Lot No 1 in original Survey No 3469, thence South 83 E. 129 Poles to a stake, thence South 7 W. 125 Poles; thence North 83 W. 129 Poles; thence North 7 E. 125 Poles to the beginning, containing One hundred and one half Acres Appraised at $35.00 per acre. Terms of Sale - One third cash, one third in one year and one third in two years. the defered payments to be secured by mortgage on the Premises.

D.K. Myers Plaintiffs Atty.

Marion Hopkins 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 Nov. 4th 1885

L.G. English.

Sworn to and subscribed before me this 17th day of Dec. 1885.

J.D. Bunger, Clerk.

Afterward on the 21st day of December 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Martha J. Middleton
vs
Eliza Hildreth et al
}

On motion of the plaintiff and on producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being fully satisfied on examination that the same have been had

in all respects according to law. The said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to Timothy Middleton. It is further ordered that the Sheriff out of the proceeds of sale pay. First: To the Treasurer of Union County Ohio. Dollars being the taxes and penalty due on said premises. 2d To the Clerk of this Court the costs of this action including a counsel fee of $70 20/100 to D. H. Ayers for his services herein, taxed to $.

Thirdly to the Plaintiff one sixth of the balance of the cash payment. To Eliza Hildreth one sixth. To Michael Martin one sixth, to Rachel Phifer one sixth, to Ella Simpson one sixth, to Mary A. Hood, Geo. W. Martin, Louis N. Martin, William D. Martin, Benjamine F. Martin and Margaret J. Hysinger, one sixth thereof.

Fourthly: The balance of Two Thousand and Ten Dollars to be paid to said parties in the following amounts: To Eliza Hildreth, two notes of One hundred and Sixty seven 50/100 Dollars, to Michael Martin, two notes of One hundred and Sixty seven 50/100 each, to Rachel Phifer, two notes of One hundred and Sixty seven 50/100 each, to Ella Simpson, two notes of One hundred and Sixty seven and 50/100 Dollars each, to Mary A. Hood, George W. Martin, Louis N. Martin, William D. Martin, Benjamine F. Martin, and Margaret J. Hysinger, two notes of One hundred & Sixty seven and 50/100 Dollars each, All of said notes to become due in one and two years from their date and to bear 6 per cent interest and secured by mortgage on the premises described in the petition said mortgage and notes to be executed to D. H. Ayers in trust for said parties. The said notes of $167.50 each, to Mary A. Hood, Geo. W. Martin, Louis N. Martin, William D. Martin, Benjamine F. Martin and Margaret J. Hysinger to be made in seperate notes to each $2.91. The Court also awards a writ of possession to place the said purchaser, Timothy Middleton in possession of said premises.

Attest: J. D. Bongard, Clerk.

Pleas, before His Honor John A Price 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 of the Third Sub Division of 10th Judicial District of the State of Ohio, on the 18th day of May in the year of our Lord One Thousand Eight Hundred and Eighty five. Heretofore, to-wit: on the 17th day of January 1883 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4701.

Addie E. Ropp. Plaintiff.
vs
N. D Degood and
Almeda J. Degood. Defts

Court of Common Pleas, Union County, Ohio.

First Cause of Action: Defendant N. D. Degood is indebted to Plaintiff in the sum of One Hundred & Twenty dollars, which Plaintiff claims on a promissory note of which the following is a copy.

$1000.00 Richwood, Ohio. April 20th 1883.

Two years after date I promise to pay, to the order of Addie E. Ropp. One Thousand Dollars. at Union County Bank. Value received, with 8 percent interest, per annum, due and payable semiannually, until paid.

(signed) N. D. Degood.

This note is secured by mortgage. There are no endorsements on said note.

Second Cause of Action: At the time of delivering said note and to secure the payment of the same, the Defendant N. D Degood and his wife, Almeda J. Degood, who released her dower therein, duly executed and delivered to the Plaintiff their certain Mortgage for the purpose of securing the payment of the above described note, and thereby conveyed the following premises. Beginning at a stone in the center of the Delaware & Bellefontaine road, and corner of Franklins lot: Thence N 9° E. 125 poles to a stake, Thence Westerly, parallel with said Delaware & Bellefontaine road, 64 poles: Thence S 9° W. 125 poles to a stake in the center of said Delaware and Bellefontaine road; Thence N. 88° E. 64 poles to the place of beginning, Containing (50) fifty acres: Excepting 5¼ acres of the above land, deeded to J. N. Schoppert.

The conditions of said mortgage deed were as follows: "If the said N. D. Degood, shall pay or cause to be paid, unto the said Addie E. Ropp or order, his promissory note for the sum of $1000.00 dated April 20th 1883. due in two years from date bearing 8 percent interest from date until paid. and due and payable semiannually, then these premises shall be void. otherwise to be and remain in full force and virtue in law." On the 23d day of April 1883. at 3 o'clock P.M. said mortgage was duly left for Record at the Recorder's Office of Union County, Ohio, and was duly recorded in book 20 Page 210 of his records.

Plaintiff asks that in default of Payment of the amount

Praecipe

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now due & payable, or that may come payable before judgment herein, said mortgage may be foreclosed, and said premises sold and the proceeds applied to the payment of the debt due plaintiff. Plaintiff also asks judgment against said defendant N.D. Degood for said sum of One Hundred and Twenty Dollars and for all other proper relief.

A.K. Beightler Atty for Pltff.

State of Ohio Union County s.s. A.K. Beightler being duly sworn says, he is the Attorney of the Plaintiff duly authorized herein, that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in affiants possession, and that the facts stated in the above pleading are as affiant believes, true.

A.K. Beightler.

Sworn to and subscribed by A.K. Beightler before me this 17th day of January. 1885.

J.D. Burgner, Clerk.

Seal

Refiled March 24th 1885.

State of Ohio Union County ss. A.K. Beightler, being sworn says he is the attorney of the above named Addie E. Ropp. duly authorized in the premises, and that said Addie E. Ropp. Plaintiff, is now absent from said County of Union and that the allegations in the foregoing petition are, as affiant believes, true.

A.K. Beightler.

Sworn to by said A.K. Beightler, before me and signed in my presence this 25th day of Feb. 1885.

J.D. Burgner, Clerk.

Seal

On the 17th day of January 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe

Addie E. Ropp. vs N.D. Degood et al } Marysville Jan. 17th 1885. Court of Common Pleas, Union County, Ohio.

To the Clerk of said Court: Issue Summons in the above case, Endorse: "Amount claimed $120.00 and foreclosure of mortgage, returnable according to law.

A.K. Beightler, Atty.

On the 17th day of January 1885 a Summons was issued by the Clerk of said Court, to-wit:

Summons

The State of Ohio Union County s.s. To the Sheriff of the County of Union Greeting: We command you to notify N.D. DeGood Ed Almeda DeGood that they have been sued by Addie E. Ropp. in the Court of Common Pleas, of Union County, and that unless they answer by the 11th day of Feb. A.D. 1885. the petition of said Addie E. Ropp. 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 26th day of January A.D. 1885.

Witness my hand and the seal of said Court this 17th day of Jan. 1885.

J.D. Burgner Clerk

Seal

In action for Foreclosure & Mortgage, Amount Claimed $120.00

Sheriffs Return

The State of Ohio Union County ss. Received this writ Jany 17th A.D. 1885 and pursuant to its command on the 21st day of January A.D. 1885 I served the same by delivering to the within named N.D. Degood & Almeda Degood a true copy of this writ with the endorsements thereon. Service 4.5 Mileage $1.60 Cop. 40¢ = $2.45.

Marion Hopkins. Sheriff.

Motion

On the 4th day of February 1885 a Motion was filed by the Clerk of said Court, to-wit:

Addie E. Roff. vs N.D. Degood and Almeda J. Degood } Court of Common Pleas Union County, Ohio.

The defendants in the above entitled case now come and without entering their appearance in the above case and declining to do so, and only appearing for the purposes of this motion ask the Court to strike from the files of this Court, the petition attempted to be filed herein, and for reasons say: That the petition has no verification authorized by law. That the petition has been improperly verified. That the said petition should have been sworn to by the said Plaintiff.

D.H. Ayers. Atty for Defts.

Entry

On the 25th day of Feb. 1885 an Entry was made on the Journal of said Court, to-wit:

Addie E. Roff. vs N.D. Degood et al

Leave granted Plaintiff to amend verification and verification amended.

Motion

On the 23rd day of March 1885 a Motion was filed with the Clerk of said Court, to-wit:

Addie E. Roff. vs N.D Degood et al } Court of Common Pleas Union County, Ohio.

The above named defendant N.D. Degood now comes and asks the Court to strike the petition of the Plaintiff pretended to be filed herein, from the files and for cause says: That the petition pretended to be filed herein has not been refiled since the amended verification has been attached to said petition.

D.H. Ayers. Atty for Defts.

Entry

On the 24th day of March 1885 an Entry was filed with the Clerk of said Court, to-wit:

Addie E. Roff. vs N.D. Degood et al

Leave granted to refile petition, and cause continued.

Afterward on the 18th day of May. 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Addie E. Roff. }
vs } Union Common Pleas.
N.D. Degood et al }

Now came the plaintiff herein 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 the defendant N.D. DeGood is indebted to plaintiff in the sum of Eleven Hundred, Seventy seven 13/100 dollars. $1177.13

It is therefore considered by the Court that the said plaintiff recover from the said defendant N.D. Degood, the said sum of Eleven Hundred Seventy seven 13/100 Dollars with 8% interest from this date and her costs herein expended, taxed &c.

The Court further find that the defendants N.D. Degood & Almeda J. Degood, his wife, executed and delivered to the plaintiff Addie E. Roff. the mortgage deed in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 20 page 210 of the Records of Mortgages of Union County Ohio. 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 the said plaintiff is thereby entitled to have defendants equity of redemption foreclosed. It is therefore considered and decreed, that unless said defendants 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 said plaintiff said sum of $1177.13 with eight per cent interest from May 18th 1885. 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:- J. L. Burgner Clerk.

Pleas before his Honor John A. Price, 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 of the 3rd Subdivision of the 10th Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord one Thousand Eight Hundred and Eighty five.

Heretofore, on the 25th day of October 1884 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4637

Mary E. Randall Guardian
of Maud E. & Edward L. Randall, Plaintiff
vs.
John D. Adams and
Fredrick Stukey Defendants

} Court of Common Pleas Union Co. O.

The Plaintiff says: That by virtue of letters of guardianship heretofore issued to her by the Probate Court of Union County, Ohio. she is the legally appointed and qualified guardian of Maud E. Randall and Edward L. Randall.

That by virtue of an order of the Probate Court of Union County granted in accordance with the prayer of Plaintiff in a proceeding had in said Court, the Plaintiff on the 19th day of April A.D. 1882 as such guardian conveyed to the defendants by her deed of that date the premises hereinafter described.

That the defendants on said 19th day of April 1882 to secure the payment of the balance of the purchase money for the land hereinafter described made and delivered to this plaintiff their seven notes of that date and thereby agreed to pay the plaintiff $175.00 Nov. 1st 1882. $175.00 April 1st 1883, $400.00 April 1st 1884, $400.00 April 1st 1885, $400.00 April 1st 1886, $400.00 April 1st 1887 and $400.00 April 1st 1888.

The first of said notes, to-wit: the one due Nov. 1st 1882 has been paid in full, and some credits have been made on the second note due April 1st 1883 but no other payments have been made. (Copies of all of said unpaid notes with all the credits indorsed thereon are hereto attached marked exhibits 1-2-3-4-5&6.)

All of said notes draw 6% interest from April 4th 1882.

2nd The defendants John D. Adams and Fredrick Stuky on said 19th day of April 1882. to secure the payment of said notes executed and delivered to the plaintiff their mortgage deed and thereby conveyed to her, as guardian as aforesaid, the following lands situate in Jackson Township, Union County, Ohio. and in U.M. Survey No 9193 and bounded and described as follows. to-wit:

Being fifty acres off of the South side of the following premises:
Beginning at the North west corner of A.R. Randall's land (witness a hickory and beech) thence N. 78° E. 198 Poles and 11 links to a beech, Ironwood and Cherry North East corner to A.R. Randalls land; thence N. 12° W. 80 Poles and 17 links to a Lynn, Ash & Bur Oak south east corner to land owned by George Parish, thence S. 78° W. 198 Poles & 11 links to a stake west corner to said Parish land, thence S. 12° E. 80 Poles and 17 links to the place of Beginning containing One Hundred Acres of land more or less. The portion of said premises

Caption

Copies of Notes.

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hereby conveyed being 50 acres off of the South side thereof.
The Condition contained in said mortgage deed was in substance that if said defendants should pay said notes and the interest thereon according to the terms thereof when due, then these presents to be void, otherwise to and remain in full force and virtue in law.
3rd On said 19th day of April A.D. 1882 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 3d 1882 in Vol 17 Page 459 of Records of Mortgages for said County.
4th On the 17th day of November 1883 the defendant John D. Adams and his wife Emma A. Adams conveyed to the defendant Fredrick Stuky by their deed of that date, recorded in Book 56 Page 236 Records of Deeds of Union County, Ohio. their entire interest in said lands and said Fredrick Stuky now holds the entire title thereto of record.
5th The said deed has become absolute. There is now past due and remaining unpaid upon said indebtedness the sum of Four hundred & Fifty two & 02/100 Dollars with interest @ 6% on $400. from April 4th 1882 and interest @ 6% on $52.02 from March 14th 1883.
6th The Plaintiff therefore asks Judgment against said defendants for said sum of Four Hundred & Fifty two & 02/100 Dollars with 6% int. on $400 from April 4th 1882 and interest at 6% on $52.02 from March 14th 1883. and that said Mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied to said debt and for all proper relief.

A.T. Carpenter Atty for Pltff.

The State of Ohio Union County ss. Mary E. Randall the above named plaintiff being sworn says that the facts stated and allegations contained in the foregoing petition are true as she verily believes.

Mary E. Randall.

Sworn to by Mary E. Randall before me and signed by her in my presence this 24th day of October A.D. 1884.

(Seal) J.D. Burgner, Clerk.

Praecipe J Clerk: Issue Summons for defendants in the above entitled case returnable according to law. Endorse. Amount claimed $452.02 @ 6% interest on $400 from April 4th 1882 & 6% int on $52.02 from March 14th 1883 and foreclosure of Mortgage.

A.T. Carpenter Atty for Pltff.

Copies of Notes. Exhibit (1) $175.00 Marysville April 19th 1882.
April 1st A.D. 1883 after date I promise to pay to the order of Mary E. Randall as Guardian of Maud M. and E.L. Randall One Hundred and Seventy five dollars @ 6% interest from April 4th 1882 value received
"John D. Adams"
"Fredrick Stuky"

June 7th Paid $10.00. June 27th Paid $25.00 August 19th Paid $4.00
August 30th Paid $8.00 Oct. 22 Paid $6.00 December 4th Paid $20.00
December 14th $48.00 March $10.00
Exhibit (2) $400.00 Marysville Ohio. April 19th 1882.

April 1st A.D. 1884 after date I promise to pay to the order of Mary E. Randall as guardian of Maud E. & E.L. Randall. Four Hundred Dollars @ 6% interest from April 4th 1882. value received.

J.S. Adams
Fredrick Stukey.

The remaining four notes are each for the same amount as Exhibit 2. & are each exact copies of said note except that one is due April 1st 1885 one April 1st 1886. One April 1st 1887 and one Apr 1st 1888.

On the 6th day of November A.D. 1884 a 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 John D. Adams that he and Fredrick Stuky have been sued by Mary E. Randall in the Court of Common Pleas of Union County and that unless he answers by the 6th day of Dec. A.D. 1884 the petition of said Mary E. Randall 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 17th day of November A.D. 1884. Witness my hand and the seal of said Court this 6th day of Nov. A.D. 1884.

Seal

J.C. Burgner, Clerk.

In action for foreclosure of Mortgage. Amount claimed $452.02 at 6% int. on $400 00 from April 4th 1882. and 6% int on $52.02 from March 14th 1883.

Sheriff's Return The State of Ohio Union County ss. Received this writ Nov 6th A.D. 1884 and pursuant to its command on the 10th day of Nov. A.D. 1884 I served the same by leaving a certified copy thereof with the endorsements thereon at the residence of John D. Adams the within named defendant Service .30¢ Mileage $2.90 Copy 20¢ = $3.40

John Hobensack Sheriff.

On the 25th day of Oct 1884 a 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 Fredrick Stukey and John D. Adams that they have been sued by Mary E. Randall in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of Nov. A.D. 1884. the petition of the said Mary E. Randall 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 November A.D. 1884. Witness my hand and the seal of said Court this 25th day of October A.D. 1884.

Seal

J.C. Burgner, Clerk.

Sheriff's Return Endorsed. In action for Foreclosure of Mortgage Amount Claimed $452.02 at 6% int. on $400 from April 4th 1882. and 6% on $52.02 from March 14th 1883

The State of Ohio, Union County ss. Received this writ Oct. 25th A.D. 1884 and pursuant to its command on the 25th day of Oct. A.D. 1884.

I served the same by leaving at the usual place of residence of the within named Fredrick Stukey a true copy of this writ with endorsements thereon, the within named J.B. Adams not found in my County. Service 35¢ Mileage $4.00 Copy 20¢ = $4.30

John Hohensack, Sheriff.

On the 12th day of December A.D. 1884. a 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 Fredrick Stukey & John B. Adams that they have been sued by Mary E. Randall Guardian of Maud E. and E.L. Randall in the Court of Common Pleas of Union County and that unless they answer by the 15th day of Jan. A.D. 1885. the petition of the said Mary E. Randall, Guardian of Maud E. and E.L. Randall 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 Dec. A.D. 1884.

Witness my hand and the seal of said Court this 12th day of December A.D. 1884.

(Seal)

J.B. Burgner, Clerk.

Endorsed, Ac action for foreclosure of Mortgage. Amount claimed $452.02 at 6% interest on $400.00 from April 4th 1882 and 6% int. on $52.02 from March 14th 1883.

Sheriff's Return.

The State of Ohio. Union County ss. Received this writ on the 12th day of Dec. A.D. 1884 and pursuant to its command on the 22d day of Dec 1884 I served the same by delivering to the within named Fredrick Stukey and J.B. Adams, a true Copy of this writ with endorsements thereon Service 45¢ Mileage $4.00 Cop 40 = $4.85.

John Hohensack Sheriff.

On the 17th day of Febuary 885 the following Entry was filed with the Clerk of said Court, to-wit:

Entry.

Mary E. Randall Guar.
vs
John B. Adams and
Fredrick Stukey

And now comes the said Mary E. Randall guardian, by A.J. Carpenter her attorney and the said defendants still failing to answer or demur to said petition it is considered that the said Plaintiff, as guardian &c. is entitled to an account of the money due her in the premises, and the Court after hearing the evidence do find that there is due to said plaintiff as guardian as aforesaid, on the notes and mortgage in said petition described the sum of Five Hundred & Thirty five & 75/100 Dollars. It is therefore considered by the Court here that said Plaintiff as guardian aforsaid, recover of the said defendants the said sum of Five Hundred & Thirty five & 75/100 Dollars the sum so found due as aforsaid, with 6% interest from the 16th day of Febuary 1885. and also her costs taxed to $. And it is further ordered

and adjudged that in case said defendants fail for three days from the 16th day of February 1885 to pay to said Plaintiff the said sum of Five Hundred & Thirty five & 75/100 Dollars with 6% interest from this 16th day of Feb. 1885 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 proceeds of said sale in satisfaction of the said sum so found due with costs of suit.

On the 16th day of March A.D. 1885 an 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 and for said County, on the 17th day of February A.D. 1885 in the cause of Mary E. Randall Guardian, Plaintiff and Fred. Stuky et. al. Defendants. said Mary E. Randall obtained a judgment or decree against the said Fred Stuky et al for the sum of Five Hundred & Thirty five & 75/100 Dollars with 6% interest from Feb. 16th 1885 and costs of suit.

And whereas, it was then and there by said Court, ordered, adjudged and decreed that the said Fred Stuky et al. shall within three days from the 17th day of Feb. A.D. 1885 pay unto the said Mary E. Randall the said sum of Five Hundred, thirty five & 75/100 Dollars with interest from the 16th day of Feby A.D. 1885 at the rate of 6 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $. and upon default to pay the same that an order of sale issue to the Sheriff of this County, commanding him to proceed according to the Statute regulation judgments and executions at law, to sell the real estate described in Plaintiffs petition &c. And whereas, the three days aforesaid have fully elapsed and the said sum of $535.75 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell as aforesaid the following lands and tenements, to-wit: Situated in the Township of Jackson, County of Union and State of Ohio. bounded and described as follows: Viz. Survey No 18193 Being fifty acres off of the South side of the following premises = Beginning at the North West corner of R.R. Randalls land (Witness a hickory & beech) thence N. 78° E. 198 Poles and 11 links to a beech ironwood & cherry northeast corner to R.R. Randalls. thence N. 12° W. 80 Poles & 17 links to a Lynn, Ash and Bur Oak, southeast corner to land owned by George Parish; thence S. 78° W. 198 Poles & 11 links to a stake west corner to said Parish land, thence S. 12° E. 80 Poles & 17 links to the place of beginning, containing One Hundred 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 Statute regulating sales on

Sheriff's Return.

Proof of Publication.

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 16th day of March A.D. 1885

J.B. Burgner Clerk

By W.M. Stringer Deputy.

(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 18th day of March 1885 Summon G.D. Robertson, Isaac Noggle and James Cutler, 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 18th day of March A.D. 1885 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 Forty Eight 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 19th day of March 1885 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 25th day of April A.D. 1885 at 2 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 said 25th day of April A.D. 1885 at the time and place above mentioned proceed to offer said lands and tenements at public sale and then and there came Thomas Parish who bid for the same the sum of Thirty two Dollars $32.00 and said sum being two thirds of the appraised value thereof and said Thomas Parish 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 Thirty two dollars per acre. Sheriff's Fees $22.60 Appr's $3.00 Printers $9.90

Marion Hopkins, Sheriff.

By A.N. Goodwin, Deputy

Proof of Publication.

On the 26th day of May 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Mary E. Randall, Guar. vs Fred. Stuky et al } Order of Sale.

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 April 25th 1885. at or about the hour of one o'clock P.M. on said day the following described

real estate towit: Situate in the Township of Jackson, County of Union State of Ohio. and being known and described as Virginia Military Survey No 10193 being fifty (50) acres off of the south side of the following premises: Beginning at the N.W. corner of R.R. Randall's (witness a hickory & buch); thence North 78 degrees East 198 Poles & 11 links to a beech, iron wood and cherry, North-east corner to R.R. Randall's thence North 12 degrees West 80 Poles and 17 links to a Lynn, Ash & Burr Oak; South east corner to land owned by George Parish; thence South 78 degrees West 198 Poles and 11 links to a stake, west corner to said Parish land; thence South 12 degrees East 80 poles and 17 links to the place of beginning. Containing one hundred Acres of land, more or less. Appraised at $4800 per Acre Terms of Sale - Cash.

A.T. Carpenter Atty. Marion Hopkins, Sheriff

The State of Ohio County of Union ss I Robert Smith do make oath that the advertisment of which the annexed is a copy, was published for 5 weeks to-wit: March 19th & 26th and April 2d, 9th & 16th A.D. 1885 in the Richwood Gazette a Weekly Newspaper printed in, and being of general circulation within said County and of which I am editor.

Robert Smith.

Sworn to and subscribed before me this 26th day of May A.D. 1885.

(Seal) J.D. Burgner, Clerk.

Afterward on the 21st day of Dec. 1885. the following entry was made on the Journal of said Court, to-wit:

Mary E. Randall Guar. }
vs
Fredrick Stukey et als } Entry

This day this cause came on to be heard on the return of the Sheriff of the order of Sale issued herein with his report of his proceedings and sale of lands and tenements under said order of sale. And the Court having carefully examined the said proceedings being satisfied that said sale has in all respects been made in conformity to the provisions of 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 to the purchaser Thomas Parish a deed in fee simple for the land & tenements so sold. And the said purchaser is hereby subrogated to all the rights of any lien holder who shall be satisfied 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 $1600.00, it is ordered that the sheriff out of the money in his hands pay: First, the costs of this action taxed to $57.25. 2nd That he pay to the plaintiff to apply on her notes and mortgage the balance to-wit: $1542.75

Attest. J.D. Burgner. Clerk.

Pleas before his Honor John A. Price 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 of the 3rd Sub Division of the 10th Judicial District of the State of Ohio. on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Eighty four. Heretofore to-wit: on the 30th day of Aug 1884 the following Petition was filed with the Clerk of said Court to-wit:

Petition H600

Nancy A. McFadden, Pltff
vs
William A. Ballenger and
Eliza G. Ballenger, Defts
} Common Pleas. Union County

First Cause of Action. Defendants Wm A. Ballenger and Eliza G. Ballenger are indebted to Plaintiff in the sum of Four Hundred & Eight & 50/100 dollars which Plaintiff claims with interest on $405.08 thereof from the 14th day of June 1884. on a Promissory note, of which the following is a copy with all credits and endorsments.

$393.00/100 Marysville. April 24th 1883.

One year after date we Promise to pay to the order of Nancy A. McFadden. Three Hundred and ninety three dollars. Payable at Marysville with interest at 6% Value received from date Payable annually. Due April 24th 1884.

William A. Ballenger
Eliza G. Ballenger.

Credit: Paid on this note June 14th 1884 $11.50

At the time of delivering said note and to secure the payment of the same, the defendants Wm A. Ballenger & wife duly executed and delivered to Plaintiff their mortgage deed conveying the following Premises: Situated in the County of Union in the State of Ohio. and in the Va Mil. Dist, and Being part of Surveys Nos 12400, 12403, 12393, & 12413. originally for 1823 acres in the name of James Galloway. Beginning at a Sugar tree beech & ash (now a stone & brick) ed. corner to survey No 12282. Thence S. 38° E. 124 Poles to a beech, hickory and ironwood (now stone & brick) in the line of J. Hopwoods survey No 3490; thence with the said line S. 52° W 51 67/100 Poles to a stake. thence N. 38° W. 124 Poles to a stake in the line of said survey No 12282; thence with said line N. 52° E. 51 67/100 Poles to the beginning, containing forty acres.

Said mortgage was conditioned as follows: Whereas the said Wm A. Ballenger and Eliza G. Ballenger are indebted to the said Nancy A. McFadden in the sum of Eleven Hundred and Eighty Dollars with interest, part of the Purchase Price of said premises to secure the payment of which they have given their three Promissory notes dated April 24th 1883. and all made payable to the order of Nancy A. McFadden as follows. No 1. for $393 due in one year from date, No 2 for $393.00/100 due in two years from date. No 3. for $394.00/100 due in three years from date, each note bearing interest at 6 per cent from date, payable annually. Now if

the said Wm A & Eliza G Ballenger their heirs, executors or adminis
trators or assigns shall well and truly pay each and all of said
notes with the interest as the same becomes due, then these
presents shall be void, otherwise to remain in full force &
virtue in law forever. Said mortgage was on the 1st day
of June 1883 at 3½ o'clock P.M. duly left for record at the Recorder's Office of
Union County Ohio, and was on June 22d 1883 duly recorded in
Book 20 Page 280 of his records. Plaintiff is the owner of the
2d & 3d notes in said condition mentioned, and there is now
due her thereon, interest on each of said last two notes at 6%
from April 24th 1883. for one year, and interest on said interest from
April 24th 1884 which she claims viz: $4.72 and interest thereon from
April 24th 1884. & interest on $787.87 from April 24th 1884.
Said first note is due & wholly unpaid except the credit of $11.50
of June 14th 1884 The amount due on first note is $405.08
with interest thereon from June 14th 1884. and interest on $416.58
from April 24th to June 14th 1884 viz: $3.42, making the total amount
due on said notes $455.72 & interest on $834.22 from April 24th 1884
& interest on $403.08 from June 14th 1884 which Plaintiff claims.
Plaintiff prays that in default of payment of the
amount now payable or that may become payable before
judgment herein, said mortgage may be foreclosed and
said premises sold and the proceeds applied in the pay-
ment of the debt due Plaintiff & for such other relief as is
proper, and Plaintiff asks a personal judgment for said
sum of $455.72 & interest as aforesaid against said Wm A
& Eliza G. Ballenger on said notes.

P. B. Cole & Son Attys for Pltff.

State of Ohio Union County ss. J. B. Cole being sworn says the
foregoing pleading is founded upon a written instrument
for the payment of money & such instrument or said note
and mortgage are in the possession of the affiant, and that
he is one of the attorneys for the Plaintiff duly authorized in
the premises and that the facts stated and the allegations
in the foregoing pleading are as he believes, true.

J. B. Cole.

Sworn to and subscribed before me this day of Aug. 1884.

(Seal)

J. D. Baughman, Clerk.

On the 30th day of August 1884 a Praecipe was filed with the Clerk
of said Court, to-wit:

Praecipe

N. A. McFadden
vs
Wm A Ballenger et al

} Court of Common Pleas, Union County, Ohio.

Marysville, Aug. 30th 1884.

To the Clerk of said Court: Issue Summons
in the above case for Wm A. Ballenger & Eliza G. Ballenger, defts.
Endorse: Amount claimed $455.72 & int on $834.22 from April 24. 1884
& interest on $403.08 from June 14th 1884 & foreclosure of Mortgage &c
returnable according to law.

P. B. Cole & Son Attys for Pltff.

Summons

Sheriff's Return

Answer.

Summons

On the 30th day of September 1884 a 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 William A. Ballenger and Eliza G. Ballenger that they and others have been sued by Nancy A. McFadden in the Court of Common Pleas of Union County, and that unless they answer by the 27th day of September A.D. 1884. the petition of said Nancy A. McFadden 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 September A.D. 1884.

Witness my hand and the Seal of said Court this 30th day of September A.D. 1884.

Seal

J. L. Burgner, Clerk.

Endorsed, Suit action for foreclosure of Mortgage, Amount claimed $455.72 and int. on $834.22 from April 24th 1884 and int. on $405.08 from June 14th 1884.

P. B. Cole & Son Attys for Pltff.

Sheriff's Return

The State of Ohio Union County ss. Received this writ Sept. 30th A.D. 1884 Service of Summons waived and appearance of Defendants entered Sept. 2nd 1884. Mileage 30. Copies 40 = .70¢

Brodrick & McCampbell Attys for Defts.

Answer.

On the 27th day of Sept 1884 an Answer was filed with the Clerk of said Court, to-wit:

Nancy A. McFadden
vs
William A Ballenger and
Eliza G. Ballenger.
} In the Court of Common Pleas. Union County, Ohio.

And now comes William A. Ballenger one of the defendants in the above entitled action and for answer to plaintiff's petition says: 1st That he admits the making of the promissory notes, and the execution of a mortgage to secure the same, as alleged in said petition. 2nd He admits that he is indebted to plaintiff on the first note mentioned, for principal and interest, also for interest on the second and third notes mentioned in said petition, which became due, pursuant to the tenor of said notes, April 24th 1884. as alleged, but: 3rd He denies that he is indebted to the plaintiff for the interest on said second and third notes, arising since said April 24th 1884 as plaintiff alleges.

Brodrick & McCampbell Attys for Defts.

The State of Ohio, Union County ss. Wm. Ballenger, one of the defendants, as aforesaid, being duly sworn on his oath says that he verily believes the facts stated and allegations made in the foregoing answer, to be true.

Wm. A. Ballenger

Sworn to by said Wm. A. Ballenger before me, and subscribed by him in my presence this 27th day of Sept. A.D. 1884.

J. L. Burgner Clerk.
By W. M. Winget Deputy.

Afterwards on the 30th day of Sept. 1884 the following Entry was made on the Journal of said Court, to-wit:

Entry

Nancy A. McFadden
vs.
William A. Ballenger and
Eliza G. Ballenger

In Union, Common Pleas.

This cause now coming on for hearing was submitted to the Court upon the petition of the plaintiff and answer of the defendants & the evidence on consideration whereof the Court find for the plaintiff and that there is due her on the first note in the petition described the sum of $413.61 including interest to the 1st day of this term and that there is due her on the last two notes in the petition described the sum of $48.28 making $461.89 in all not including interest on the principal of last two notes from April 24th 1884, not yet due.

Petition 4802.

The Court further find that in order to secure the payment of said notes the defendants Wm A. Ballenger & Eliza G. Ballenger his wife executed and delivered to the said Nancy A. McFadden the plaintiff then certain mortgage as in the petition described and on the premises therein described.

That said mortgage was duly recorded in Book 20. Page 280 of the Records of Mortgages of Union County, and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the Defendant the said sum of $461.89 & her costs herein expended. It is further adjudged & decreed that unless the defendants Wm A Ballenger & Eliza G. Ballenger shall within 30 days from the rising of the Court pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest from the 8th day of September 1884 the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of Sale issue therefor to the Sheriff of Union Co. directing him to appraise, advertise & sell said premises as upon execution, and report his proceedings to this Court for further order.

Attest: J. D. Brugger, Clerk.

Pleas before his Honor John A Price 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 of the 3d Sub Division of the 10th Judicial District of the State of Ohio on the 19th day of October in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore to-wit: on the 14th day of April 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Maud R. Joseph Plaintiff
vs
Catherine Joseph and David L. Joseph, her husband, S.D. Elliott, Olford Reed, Hiram Kimball & William M. Snodgrass. Defendants

Petition 4802.

Court of Common Pleas, Union County, Ohio.

The Plaintiff says: 1- That on the 19th day of November A.D. 1880 the defendant, Catherine Joseph, was the owner in fee simple and in her own right of the real property hereinafter described, the same being her separate property. That on the said last named date, the said Catherine Joseph intending thereby to charge her separate property and more especially the said real Estate herein described, made and delivered to Plaintiff her promissory note of said last named date, and thereby promised to pay to the Plaintiff or bearer, the sum of Five hundred dollars in one year after the date thereof and with interest from date for value received. A copy of said note is hereto attached, marked "Exhibit A"

2d- Said defendant, Catherine Joseph, and her said husband David L. Joseph joining on said 19th day of November A.D. 1880. in order to secure the payment of said note, executed and delivered to the Plaintiff their mortgage deed, and thereby conveyed to the Plaintiff her heirs and assigns, the lands and tenements above mentioned of which Catherine Joseph was the owner, which lands and tenements are described as follows: Situate in the County of Union in the State of Ohio, in the Township of Union and bounded and described as follows, to-wit: Being the House & Lot situated on the North side of Darby Creek, in which said grantors now reside and which was conveyed by E.G. Piper Administrator of the Estate of William Gabriel deceased, to Catherine Joseph by deed dated October 6th 1880. Beginning at the North east corner of land owned by John Gabriel; thence N. 37° E. with the State road leading from Milford Center to Marysville 11 poles to a stake; thence N. 56° W. 12½ poles to the east line of the C.C.C. & I. R.R. to a stake; thence South West, 16 poles with the line of said road to a stake in the line of said Gabriel's land; thence S. 51° E. 11½ poles to the beginning, containing one acre & thirty-two poles. The condition contained in said mortgage deed was, in substance, that if the said Catherine Joseph shall pay said sum of money to said Maud R. Joseph or her assigns, when the same shall become due

with interest, then these presents to be void, otherwise to be and remain in full force. On the 22nd day of Nov. A.D. 1880 at 12 o'clock M. the said mortgage was delivered to the Recorder of said County to be by him entered on the Mortgage record of said County, and was duly recorded in said record on the 29th day of November 1880.

The said S.D. Elliott, Olford Reed, Hiram Kimball & William M. Snodgrass claim some lien or interest in said premises and Plaintiff asks that they may set the same up in this case or be forever barred from any claim they or either of them may have.

The said mortgage deed has become absolute, and there is now due and remaining unpaid upon said indebtedness to Plaintiff from said Catherine Joseph the sum of Five Hundred Dollars, with interest from the 19th day of November A.D. 1880.

The Plaintiff therefore, 1- asks judgment against said Catherine Joseph for said sum of Five Hundred Dollars with interest from November 19th 1880. and 2- Plaintiff asks that 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 the balance, and the plaintiff asks for such other and further relief as the nature of the case may demand.

Porter & Porter Attys for Plaintiff

E.H. Porter being sworn says that he is one of the attorneys of the above named Maud R. Joseph, duly authorized in the premises. That the plaintiff is not a resident of said County of Union, and is now absent therefrom, and that the facts stated in the foregoing pleading of Maud R. Joseph are, as affiant believes, true.

E.H. Porter.

Sworn to by E.H. Porter before me and signed by him in my presence this 14th day of April A.D. 1885

(Seal) D.L. Bunyan, Clerk.

Exhibit A

"One year after date I promise to pay to Maud R. Joseph, or bearer, Five Hundred Dollars, with interest from date for value received $500 00 Nov. 19 "1880."

"Catherine Joseph"

Praecipe To Clerk: Issue summons on the within case for the defendants to the Sheriff of Union County Kansas returnable according to law. Endorse "Amt Claimed $500 00 with interest from Nov. 19th 1880 and for foreclosure of mortgage. Issue also to Sheriff of Union County Ohio, for S.D. Elliott, Olford Reed, Hiram Kimball and William M. Snodgrass.

Porter & Porter Atty's for Pltff.

On the 18th day of April 1885 a 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 S.D. Elliott, Olford Reed, Hiram Kimball & William M. Snodgrass that, (Co-pleaded with Catherine Joseph, and D.L. Joseph her husband) they have been sued by Maud R. Joseph in the Court of Common Pleas of Union County, and that unless they answer by the

16th day of May A.D. 1885 the petition of said Maud A. Joseph 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 27th day of April A.D. 1885. Witness my hand and the seal of said Court, this 18th day of April A.D. 1885

Seal J.D. Burgner, Clerk.

Action for foreclosure of Mortgage Amount claimed $500.00 with interest from Nov. 19th 1880.

Sheriffs Return

The State of Ohio, Union County, Ohio. Received this writ April 18th A.D. 1885 at 2 oclock P.M. and pursuant to its command on the 24th day of April A.D. 1885. I served the same by delivering to the within named defendants, S.D. Elliott, Olford Aud & Hannah Kimball a true copy of this writ with endorsements thereon and by leaving at the usual place of residence of the within named defendant Wm. M. Snodgrass a true copy of this writ with endorsements thereon. Service 75¢ Mileage $2.80 Copies 80¢ Total $4.35

M. Hopkins, Sheriff.
By A.T. Goodwin Deputy.

On the 14th day of April A.D. 1885 a 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 Anderson, Kansas. Greting: We command you to notify Catherine Joseph and David L. Joseph that they have been sued by Maud A. Joseph in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of May A.D. 1885 the petition of said Maud A. Joseph 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 27th day of April A.D. 1885.

Witness my hand and the seal of said Court, this 14th day of April A.D. 1885.

Seal J.D. Burgner, Clerk.

Action for foreclosure of mortgage Amount claimed $500.00 with interest from Nov. 19th 1880.

Waiver

We, Catherine Joseph and David L. Joseph, the defendants named in the within summons do hereby waive the service of this summons upon us and do hereby enter our appearance in the action mentioned therein. Pending in Union County Ohio, in which Maud A. Joseph is Plaintiff and we are defendants, and we waive all questions as to time Dated April 20th 1885.

Catherine Joseph.
David L. Joseph

On the 16th day of May 1885 an Answer was filed with the Clerk of said Court, to wit:

Ans. of Wm M.S.

Maud A. Joseph Plff
vs
Catherine Joseph et al

Now comes William M. Snodgrass

one of the defendants and for his separate answer and cross-petition says: That after the execution of the note and mortgage mentioned in the petition of the said Plaintiff the said Catherine Joseph for a good and valuable consideration conveyed the said premises in the petition described to this defendant by deed of general Warranty. The husband of said Catherine Joseph, David L. Joseph, joined in the execution of said deed. This defendant is now in possession of said land. And this defendant is now the owner of said premises in fee simple subject to said Mortgage. Said deed was dated on the 7th day of December A.D. 1882.

This defendant further says that before the execution of said deed or mortgage the said Catherine Joseph being a married woman executed to said Kimball a note containing a Warrant of Attorney and calling for $546. and that afterwards on the 19th day of January 1881 said Catherine Joseph being still a married woman the said Kimball filed said note in the Court and asked judgment to be rendered against said Catherine Joseph upon said Warrant of Attorney and this defendant says that an entry was on said last named day placed on the Journals of this Court rendering judgment against said Catherine Joseph upon said Warrant of Attorney for the sum of $607.74 and costs of suit and that execution has been issued thereon. This defendant has no notice of said judgment and was ignorant of the same when he bought said land. This defendant says that said judgment is void and of no effect that no notice or summons was served upon said Catherine Joseph and that she had no notice of said suit and that she was then and ever since has been a married woman and this defendant avers that said Catherine Joseph was not bound upon said note other than as surety for her husband D.L. Joseph and that the same was executed by said D.L. Joseph as Principal and no part of the consideration was received by said Catherine.

The petition upon said note contained no count that said Catherine Joseph did in making said note intend to bind her separate estate or that she received any consideration for said note. This defendant says that he is willing to assume and pay off said mortgage but said judgment is a cloud upon said title and he asks that the Court may order said judgment cancelled or forever enjoined and an order made finding that said judgment is not a lein upon said premises against this defendants title and that said cloud may be removed from said title and that all said other defendants may be enjoined from ever setting up any claim or lein upon said land and for all proper relief.

Cameron & Woodburn
Attys for Wm H. Snodgrass

State of Ohio. Union county ss. William M. Snodgrass. being first duly sworn says the facts stated in his foregoing answer and cross-petition are true as he believes.

W.M. Snodgrass.

Sworn to before me and signed in my presence this 16th day of May 1885.

John B. Coats Probate Judge.

On the 21st day of May 1885 the following entry was made on the Journal of said Court, to-wit:

Entry

Maud R. Joseph }
vs }
Catherine Joseph et al }

This day this cause was heard upon the demurrer of Olford Reed to the petition of the plaintiff and the Court being fully advised in the premises do overrule said demurrer. And thereupon leave was granted said Olford Reed to file his answer to said petition instanter.

On the 22d day of May 1885 an Answer & Cross-Petition was filed with the Clerk of said Court, to-wit:

Ans & S.D. E.

Maud R. Joseph Plaintiff }
vs } Court of Common Pleas. Union Co. O.
Catherine Joseph et al Defts }

And now comes S.D. Elliott and by leave of the Court first had, files his Answer by way of Cross Petition and says that on the 15th day of May A.D. 1880 by the consideration of this Court a judgment was rendered against the plaintiffs in a case in said Court wherein Catherine Joseph & others were Plaintiffs and Eli G. Piper Administrator of the Estate of William Gabriel Dec'd and others were defendants.

Said judgment for costs was in the sum of fifteen 9/100 Dollars. (See Execution Docket N, Execution No 3424 Page 236 in said Court. That afterward to-wit: on the 18th day of December 1880 an execution was issued by the Clerk of said Court directed to the Sheriff of said County of Union and which said Execution was afterwards to-wit Feb. 23d 1881 returned, filed, endorsed as follows, viz:

Received this writ January 3d 1881 & J.J. Miller former Sheriff and on 13th day of February 1881 for want of goods and chattles I levied upon the following described real Estate as the property of Catherine Joseph. Situate in the County of Union and State of Ohio and being part of Survey No 4278. Beginning at the North East corner of land owned by John Gabriel; thence N. 37° E. with State road leading from Milford Center to Marysville Eleven (11) Poles to a stake, thence N. 56° W. 12½ Poles to the east line of the C.C.C. & I. R.R. to a stake, thence South West 16 Poles with the line of said road to a stake in the line of said Gabriels land: thence S. 51° E. 11½ Poles to the beginning, Containing one acre & thirty two Poles (1A. + 32 Poles.)

Said Judgment is still a valid and subsisting lien

upon the premises above described being the same as described in petition, the same nor any part of the same never having been paid and being in full force & effect as such.
This defendant afterwards to-wit on the 18th day of February 1881 paid for said judgment a good and valuable consideration and the same was thereupon transfred to this defendant S.D. Elliott who is still the owner of the same. (See said Ex Doc) This defendant therefore prays that sale of said premises may be ordered, the lein on the same marshalled and on distribution of the proceeds of such sale his lein may be paid and for all proper relief.
Robinson & Piper Attys for S.D.E.

State of Ohio, Union County ss. S.D. Elliott being duly sworn says the facts stated and allegations in his foregoing Answer and Cross-Petition are, as he verily believes, true.
S.D. Elliott
Sworn to before me by S.D. Elliott and by him subscribed in my presence this 22nd day of May 1885.
J.G. Turner N.P.

Afterward on the 25th day of May 1885 an Answer & Cross Petition was filed with the Clerk of said Court, to-wit:

Maud A. Joseph Plaintiff.
vs
Catherine Joseph an others Defts } Court of Com. Pleas, Union County, O.

Answer Cross Pet & H.K.

And now comes the Defendant, Hiram Kimball and by the leave of the Court first had files his answer by way of Cross-Petition says that by the consideration of this Court this defendant took a judgment against the Defendants David L. Joseph and Catherine Joseph on the 19th day of December 1881 for the sum of Six Hundred seventy-seven & 74/100 Dollars ($677.74) with interest at Eight per cent per annum from that date (See. Ex. Doc. N. page 412. Ex No. 3507) On the 23rd day of December 1881. Execution was issued and levy made by the Sheriff of said County upon the Premises described. On Jan. 9th 1882. Execution returned & filed, endorsed as follows: Received this writ December 23rd 1881 and on the 24th day of December 1881 for want of goods and chattles I levied this writ on the following described real estate in the name of Catherine Joseph. (then describes the premises mentioned in Plaintiff's Petition).
January 24th 1883 Vendi issued for said H. Kimball and sale of same Premises. returned without sale.
Also Dec. 26th 1883. Vendi issued for sale of said Premises by said Kimball and same return. and again December 24th 1884 Vendi issued for same & sale of same premises and returned.
This defendant says that the said judgment is a valid and subsisting lein upon said premises. No

part of the same having been paid and as well as the costs of said case taxed up to #. This defendant therefore asks that his rights may be fully protected, the liens on said premises marshalled, the premises ordered to be sold and proceeds applied to the payment of said liens in their order and for all proper relief.

Robinson & Piper Atty's for H. K.

State of Ohio Union County ss. Hiram Kimball being duly sworn according to law says the facts stated and allegations in his foregoing Answer & Cross-Petition are, as he verily believes, true.

Hiram D. Kimball

Sworn to before me by Hiram Kimball and by him subscribed in my presence this 22d day of May A.D. 1885.

J. G. Turner J.P.

Afterwards, on the 22d day of June 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Maud R. Joseph }
vs }
Catherine Joseph et al }

This day this cause came on to be heard upon the petition of Plaintiff and the evidence (neither of the defendants denying the right of Plaintiff to foreclose her said mortgage as prayed for by her) and the Court being fully advised in the premises, do find that there is due said Maud R. Joseph from said Catherine Joseph the sum of Six Hundred and Thirty six ($636) as the Plaintiff hath claimed in her petition and the court find that said debt is a mortgage lien on said premises described in Plaintiff's petition and as therein set forth.

It is therefore ordered and adjudged that unless the said Catherine Joseph shall within ten days from the entry of this decree pay or cause to be paid to the Plaintiff said sum of $636 with interest from the first day of June 1885 and pay to the Clerk of this Court the costs of this case taxed at # that an order shall be issued by the Clerk requiring the Sheriff of this County to appraise advertise and sell the Real estate described in Plaintiff's Petition according to law and bring the proceeds of said sale into Court for further order.

Reply

On the 16th day of June 1885 a Reply was filed with the Clerk of said Court, to-wit:

Maud R. Joseph Pltff }
vs } In Union Co. Court of Common Pleas.
Catherine Joseph et al, Defts. }

The said William M. Snodgrass for his reply to the Cross-Petition of the said Hiram Kimball says That the alleged note upon which the said Hiram Kimball

took judgment against said Catherine Joseph was executed on the 23rd day of August 1879 and was for a pre-existing debt of said David L. Joseph, and at the time of the execution thereof, the said Catherine Joseph did not own the premises in the Petition described. That she did not acquire said Premises until the 6th day of October 1880 being more than one year after said note was executed. That said Catherine Joseph prior to the execution of said note and at the time thereof was, and ever since has been a married woman and wife of said David L. Joseph. That she had no notice of said proceedings and judgment and no summons was served upon her, and that the pretended judgment was upon Warrant of Attorney only. That no claim was made that she bound or intended to bind her separate estate. The Court had no jurisdiction of her person or power to render a personal judgment against her. That she was merely surety for a pre-existing debt of said David L. Joseph and received no part of the consideration for said note. This defendant says that the pretended Judgment is void and wholly without any authority of law for its rendition. That the pretended executions issued against the said Catherine Joseph were void and the Court had no power to order execution at law against said Catherine Joseph she being a married woman. Whereupon this defendant asks that said Premises may be discharged from said pretended lien and that the same be declared void and removed from said Premises being a cloud upon this defendants title.

Cameron & Woodburn Attys for W.M.S.

State of Ohio, Union County ss. William M. Snodgrass being sworn says the facts stated and allegations made in his foregoing reply are true, as he verily believes.

W.M. Snodgrass.

Sworn to before me and signed in my presence this 16th day of June 1885.

Seal

J.L. Burgner, Clerk.

Praecipe

On the 5th day of August, 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Maud R. Joseph
vs
Catherine Joseph et al

Court of Com. Pleas, Union County, Ohio.
Marysville Aug. 5th 1885.

To the Clerk of said Court: Issue Order of Sale in the above case in favor of Plaintiff against Defendants returnable according to law.

Porter & Porter Attys for Pltff.

Order of Sale.

On the 6th day of August 1885 an 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: Whereas, at a term of the Court of Common Pleas

Sheriffs Return

held at Marysville, in and for said County on the day of
A.D. 1885 in the cause of Maud R. Joseph Plaintiff and Catherine
Joseph et al Defendants said Maud R. Joseph obtained a judgment
or decree against the said Catherine Joseph for the sum of Six Hun-
dred and Thirty six Dollars and Dollars Costs of suit:
and whereas it was then and there by said Court ordered
adjudged and decreed that the said Catherine Joseph et al.
shall within 10 days from the 2d day of June A.D. 1885 pay unto the
said Maud R. Joseph the said sum of Six Hundred & Thirty Six
Dollars, with interest from the 2d day of June A.D. 1885 at the rate
of 6 percent per annum, and to the Clerk of this Court the costs
of this action herein, taxed to $. and upon default to pay
the same, that an order of sale issue to the Sheriff of this
County commanding him to proceed according to the Statute
regulating judgments and executions at law, to sell the
real estate described in Plaintiffs petition &c. And whereas,
the days aforesaid have fully expired and the said sum
of $636 00 with interest and costs have not been paid as
aforesaid, as appears to us of record. You are therefore
commanded to proceed and appraise, advertise and
sell, as aforesaid, the following lands and tenements
to-wit: Situated in the Township of Union, County of Union
and State of Ohio, bounded and described as follows:
Being the South East Lot Situate on the north side of Darby Creek in
which said Grantors now reside and which was conveyed
by E. G. Piper Administrator of the Estate of William Gabriel dec'd
to Catherine Joseph by Deed dated Oct. 6th 1880. Beginning at the
north east corner of land owned by John Gabriel, thence N. 37° E.
with the State road leading from Milford Center to Marysville
11 Poles to a stake; thence N. 36° W. 12½ Poles to the east line of the
C. C. C. & I. R. R. to a stake; thence S. W. 16 Poles with the line of said
road to a stake in the line of said Gabriels land; thence
S. 51° E. 11½ Poles to the beginning containing one acre and
thirty two Poles. We therefore command you That you pro-
ceed 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 6th day of August A.D. 1885.
J. L. Burgner, Clerk.
(Seal)

Sheriffs Return. The State of Ohio, Union County ss. In obedience to the Order of
Sale hereto annexed I did on the 11th day of August 1885 sum-
mon U. S. Alden A. Boyland and Thomas St. Buffington three dis

interested 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 11th day of August A.D. 1885 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 Six Hundred & Fifty 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 12th day of August 1885 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 12th day of September A.D. 1885 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 12th day of September A.D. 1885 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Hiram D. Kimball who bid for the same, the sum of Seven Hundred Dollars, and said sum being more than two thirds of the appraised value thereof, and said Hiram D. Kimball 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 Seven Hundred Dollars. Sheriff's Fees $14.70 Appis Fees $3.00 Printer's Fees $1.00

M. Hopkins, Sheriff By A.K. Goodwin, Dpty.

On the 19th day of October 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Maud A. Joseph. vs. Catherine Joseph et al } Com. Pleas Court, Union County, Ohio.

Proof of Publication

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 north door of the Court House in Marysville, Ohio. on Saturday Sept-ember 12th 1885. at or about the hour of one o'clock P.M. of said day. the following described real estate, to-wit: Situate in the town-ship of Union, County of Union, State of Ohio. and being known and described as follows: Being the House & Lot situated on the north side of Darby Creek in which the said Grantor now resides and which was conveyed by E.G. Piper Administrator of the Estate of William Gabriel deceased to Catherine Joseph, and dated Oct-ober 6th 1880. Beginning at the north East corner of said owned by John Gabriel; thence North 37° East with the State road leading from Milford Center to Marysville 11 Poles to a stake; thence North 56° West 12⅓ Poles to the east line of the C.M. & St.L. R.R. to a stake thence South West 16 Poles with the line of said road to a stake in the line of said Gabriel's land; thence South 51° East

11½ Poles
at $650.00
Porter Porter
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11½ Poles to the beginning Containing 1 acre & 32 Poles. Appraised at $650.00. Terms of sale-cash.
Porter & Porter Attys.

Marion Hopkins Sheriff of Union Co

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 12th 1885.

H. O. Shearer

Sworn to and subscribed before me this 19th day of Oct. 1885.
(Seal)
J. C. Burgner, Clerk.

Afterward on the 29th day of October 1885, the following Entry was made on the Journal of said Court:

Entry

Maud A. Joseph.
vs.
Catherine Joseph et al

This day came the plaintiff and produced the return of the Sheriff herein, of the sale made under the former order of this Court, and the Court, on the examination of the proceedings of said Sheriff, being satisfied that the sale has been in all respects in conformity to law, and the orders of this Court, it is ordered that said proceedings and sale be, and the same are hereby approved and confirmed. And it is further ordered that said Sheriff convey to the said purchasers, Hiram D. Kimball and Simon D. Elliott by deed according to law, the property so sold and the said purchasers are hereby subrogated to all the rights of said lien holders in said premises so far as they may be paid herein for the protection of his title. And it is ordered that a writ of possession issue to put said purchasers in possession of said premises. It is further ordered that the proceeds of said sale amounting to $700.00 be distributed as follows:
First- To the Payment of the costs of this action taxed at $43.30.
Second- That the said lien of S. D. Elliott be paid, to-wit: the sum of $15.90. Third, that the balance be paid to the plaintiff on his decree. The Answer & Cross-Petition of Hiram Kimball, filed May 25th 1885, the Answer & Cross-Petition of William M. Snodgrass, filed May 16th 1885, and the Reply of William M. Snodgrass are hereby withdrawn from the files, and to be left out of the record for the reason that there is nothing left for contribution after paying Plaintiff & nothing to be distributed to either said Kimball or said Snodgrass. It is further ordered that Execution be awarded for the balance remaining due the Plaintiff from said Catherine Joseph, on Plaintiffs decree.

Attest: J. C. Burgner Clerk.

Civil Cause before his Honor John A Price, 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 of the 3d Sub Division of the 10th Judicial District of the State of Ohio on the 16th day of February in the Year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore, to-wit: on the 8th day of July 1884. the following Petition was filed with the Clerk of said Court, to-wit:

Millard F Langstaff
Plaintiff
vs
Elizabeth Mather E B.
Mather & M. K. Hill.
Defendants

The State of Ohio, County of Union. Court of Common Pleas.

Petition 4551

And now comes Millard F Langstaff the plaintiff and for cause of action herein, against Elizabeth Mather, E B Mather & Morris K. Hill. says: That on the 18th day of November A.D. 1883. the defendant E B Mather executed and delivered to him under the name of M. F. Langstaff his promissory note of that date and thereby promised to pay the plaintiff the sum of Four Hundred & Forty Seven & 79/100 Dollars with interest thereon at six percent from date. That on the 19th day of December A.D. 1883 there was paid on said note the sum of Forty five dollars, and no other or further sums have been paid on said note, and there is now due from defendant E B Mather to plaintiff thereon the sum of Four Hundred & Fourteen & 27/100 Dollars with interest thereon from the 8th day of May 1884 for which sum and interest the said plaintiff asks judgment against said defendant E B Mather. That to secure the payment of said note the defendants, Elizabeth Mather & E B Mather executed and delivered to plaintiff their mortgage deed dated on said 8th day of November A.D. 1883 and thereby conveyed to plaintiff in fee simple the following described real estate, to-wit:

Situate in the Township of Claibourne, County of Union and State of Ohio and known as part of Virginia Military Survey No 220. Being (12) twelve acres of land lying immediately north of Harriet Donnigans forty (40) acres purchased of Hylas Sabine, extending from the west line of the Dilsaver road east as far as the Donnigan land and to the land of J R Starr and bounded on the north by the (10) ten acres of land purchased of Hylas Sabine by Susan Y Hatcher. That said mortgage deed had a condition therein written to the effect that if the said E B Mather or Elizabeth Mather should well and truly pay said note with the interest then said deed to be void otherwise to remain in full force and virtue in law. That said mortgage deed was deposited with the Recorder of Union County, Ohio. for record on said 8th day of Nov. 1883 at 11¾ o'clock A.M. and was afterwards recorded in Vol 19. Page 192 of the Records of Mortgages for said County.

Plaintiff says that the conditions of said mortgage

Praecipe

Copy of Note.

Summons

Sheriffs Return

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deed has been broken and that said deed has become absolute. That Morris H. Hill claims some interest in the premises, but the amount of his claim, if any he has, plaintiff is unable to state. Plaintiff therefore asks judgment against said defendant in said sum of $414.27 with interest from May 8th 1884 and that said premises may be sold, and the proceeds applied to the payment of said judgment and that said Hill be required to set up his claim if any he has and for all proper relief in the premises.

Powell & Fulton Attys for Altff.

The State of Ohio Union County s.s. Millard F. Langstaff being first duly sworn according to law says, that he believes the facts stated and allegations in his foregoing petition are true.

M. F. Langstaff.

Sworn to before me and subscribed in my presence by the said Millard F. Langstaff this day of June A.D. 1884.

Andrew Sweney, Notary Public.

Praecipe — To Clerk: Issue Summons to Sheriff of Union County returnable according to law. Endorse, Amount claimed $414.27 with interest from May 8th 1884. & Foreclosure of Mortgage.

Powell & Fulton Atty for Altff.

Copy of Note — $447.79 Marysville, Ohio, Nov. 8th 1883.

Six months after date I promise to pay to the order of M. F. Langstaff Four Hundred and Forty seven and 79/100 Dollars value received, with six percent interest from date

E. B. Mather.

On the 11th day of July 1884 a Summons was issued by the Clerk of said Court, to-wit:

Summons — The State of Ohio Union County s.s. To the Sheriff of the County of Union Greeting: We command You to notify Elizabeth Mather, E. B. Mather and Morris H. Hill that they have been sued by Millard F. Langstaff in the Court of Common Pleas of Union County and that unless they answer by the 9th day of August A.D. 1884 the petition of said Plaintiff 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 July A.D. 1884. Witness my hand and the seal of said Court this 11th day of July A.D. 1884.

Seal

J. L. Burgner, Clerk.

In action for foreclosure of mortgage, amount claimed $414.27 with interest from May 8th 1884.

Sheriffs Return — The State of Ohio Union County ss. Received this writ July 11th A.D. 1884 and pursuant to its command on the 14th day of July A.D. 1884 I served the same by delivering to the within named Elizabeth Mather & E. B. Mather and by leaving at the usual place of residence of the within named Morris H. Hill a true copy of this

wont with the endorsments thereon. Service 60¢ Mileage
$3.60 Ico pies 60¢ = $4.80

J. Hobensack Sheriff

Answer.

On the 9th day of August 1884 an answer was filed with the Clerk of said Court, to-wit:

Millard F. Langstaff } In Union Common Pleas.
vs
Elizabeth Mather et al }

Now comes the said defendant, Elizabeth Mather and for her answer herein says: That on the 27th day of August 1883 E B Mather paid to plaintiff the sum of $14.00 and on Nov. 19th 1883 $10.00 and on December 19th 1883 $45.00 + in all $69.00 on the indebtedness in the petition set forth, and that said payments should be credited thereon as of said several dates.

Said defendant further answering says: that at the time said note and mortgage were executed said E B Mather was indebted to plaintiff in the sum of $425; with interest from June 10th 1882. For which said Plaintiff held the note of said E B Mather and a chattle mortgage on ½ interest in the book accounts for services of said horse in 1882 + on ½ interest in a certain Clydsdale Stallion called Black Prince, which horse then belonged to said E B Mather and one Isaac Stauffer as equal partners, which mortgage was given to secure said note, and that for said indebtedness this defendant was in no way bound. And that the Plaintiff then agreed in consideration of said note & mortgage described in the petition to replevin or otherwise hold by virtue of his chattle mortgage, said Stallion had then been levied on for an individual debt of said E B Mather and return him to said E B Mather and cancel said chattle mortgage & the notes secured by it. Said Chattle mortgage was on said horse at the time of said levy and had become absolute, and the notes it was given to secure were then past due. There was no other consideration than the above stated for said note and mortgage described in the petition. The Plaintiff though repeatedly called upon by said E B Mather to comply with said agreement has wholly failed and neglected to do so, so far as regards the Replevin and return of said horse. He was called on repeatedly by said E B Mather to replevin said horse and each time promised to do so, and thereby induced said defendant to make said last two Payments. Said original Chattle mortgage indebtedness arose as follows: Said Plaintiff was half owner of said horse & sold his said interest in him to defendant E B Mather on taking said chattle mortgage and notes therefor, and the said interest was of ample value to secure said indebtedness at the time said new note and mortgage were made. Said Plaintiff

Answer & Cross Pet. J. J. Rodgers.

neglected to replevin said horse or otherwise assert his rights under said chattle mortgage although as he well knew ample of other property to satisfy said levy was levied on at the same time which was free from its lien and permitted him to be sold under said levy at a great sacrifice viz: for $90 Cts thereby depriving said E.B. Mather of said horse & impairing his ability to pay said debt and has ever since wholly failed & neglected to comply with said agreement. And the said plaintiff has not given up but still holds said chattle Mortgage. Said sale of said horse was illegal & void. It was made on only 8 days advertisment. Said E.B. Mather, settled & reduced a part of said accounts to notes the same having been divided between him & his partner, and tendered said notes to plaintiff to apply on said indebtedness, but plaintiff refused to receive the same or any part thereof.

Said Elizabeth Mather was merely a surety & received nothing for executing said mortgage described in the petition and the land thereby incumbered is her land and in her name & was at the date of said mortgage sued on. Wherefore she prays that said mortgage may be cancelled and for such other & further relief as equity requires.

A.B. Cole & Son Attys for Elizabeth Mather.

State of Ohio Union County ss. Elizabeth Mather being sworn says that the facts stated and allegations in the foregoing pleading are, as she believes, true.

Elizabeth Mather.

Sworn to & subscribed before me this 8th day of August 1884.
H.M. McAdams, J.P.

On the 8th day of Septmber 1884 an Answer and Cross Petition was filed with the Clerk of said Court, to-wit:

Answer & Cross Pet. of J. Rodgers.

Millard F. Langstaff vs E.B. Mather et al's. } Court of Common Pleas, Union County Ohio.

Now comes the said Joseph Rodgers and by leave of Court files this his answer & cross Petition herein and says: On or about the 4th day of February 1881 the said defendants Elizabeth Mather and E.B. Mather executed and delivered to M.A. Hill their two promissory notes of which the following are copies.

$125.00 February 4th 1881.

January 1st 1882 after date we or either of us agree to pay to M.A. Hill or bearer One Hundred and Twenty five dollars at 8 per ct from Nov. 1st 1880 value received.

Elizabeth (mark) X Mathers
E.B. Mather

Attest S.S. Gardiner.

$125.00 February 4th 1881.

January 1st 1883 after date we or either of us agree to pay to M.A. Hill or bearer One Hundred & Twenty five dollars at 8 per

cent from November 1st 1880 value received.

Elizabeth her + mark Mather
E.B. Mather

Attest. S.S. Gardner.

There are no indorsments on either of said notes.

Also on or about the 26th day of Febmary 881 to secure the payment of said notes the said defendants Elizabeth Mather and E.B. Mather executed and delivered to said M.F. Hill their mortgage upon the premises described as follows: and being the same as described in the petition of the plaintiff filed in this case, to wit: Situated in the Township of Claiborne, County of Union and State of Ohio, in Virginia Military Survey No. 220 and bounded and described as follows Being (2) acres of land lying immediately North of Harriott Dougals 4/5 acres recently purchased of the Grantors herein extending from the west line of the Dilsaver road last as far as the Dougan land and to the land of J. Starr and bounded on the north by the (5) acres of land recently purchased of Kylas Sabine by Susan J. Hatcher. The condition contained in said mortgage was in substance that if the said defendants Elizabeth Mather and E.B. Mather should pay or cause to be paid said notes when the same became due according to the tenor thereof then said Mortgage to be come void, otherwise to be in full force & virtue in law forever. On the 25th day of March 1881 at 10½ o'clock AM said mortgage was filed with the Recorder of Union County and was recorded in Book No 18 Page 81 Union County Records of Mortgages. On or about the 28th day of January 1882 the said M.F. Hill sold and transfered for full and valuable consideration, the said notes described herein, together with said Mortgage to the said Joseph Rodgers.

The following is a copy of the indorsment on said mortgage. For value received I hereby transfer all my right, title and interest in the within mortgage to Joseph Rodgers. Jan. 28th 1882. M.F. Hill

The said Joseph Rodgers is now the legal owner and holder of said notes and mortgage. The said mortgage has become absolute. There is now due and remaining unpaid upon said indebtedness the sum of $250.00 with interest thereon at 8 per cent from the first day of November 1880 and the said mortgage is the first and best lien upon said premises and was given for the purchase money of the same. Therefore said defendant Joseph Rodgers prays that the said mortgage may be foreclosed, said premises ordered to be sold, and the proceeds applied first to the payment of the claim of him the said Joseph Rodgers, and for such other and further relief as in equity he may be entitled.

S.S. Gardner Atty for Joseph Rodgers

State of Ohio Union County ss. Joseph Rodgers being duly

sworn says the facts stated and allegations made in the foregoing Answer and Cross-Petition are true as he verily believes. Joseph Rodgers.

Sworn to and subscribed in my presence by said Joseph Rodgers this 8th day of Sept. 1884

R. R. Kerr. Notary Public.

Afterward on the 17th day of March 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

M. F. Langstaff
vs
E. B. Mather et al
} Court of Common Pleas, Union County, Ohio.

This day came the said Joseph Rodgers by his attorney and the said E. B. Mather and Elizabeth Mather and the Plaintiff being in default for answer or demurrer to the answer & Cross-Petition of the said Joseph Rodgers, the Court find the allegations therein are confessed by them to be true. The Court further find that the said E. B. Mather and Elizabeth Mather executed and delivered to M. F. Hill their two promissory notes as in the Cross-Petition described and that both of said notes were past due when said Answer & Cross-Petition was filed and that the same were for a valuable consideration transferred and assigned to said Joseph Rodgers and that he is now the legal owner & holder thereof. That there is now due, to said Joseph Rodgers, thereon the sum of $337.65 including interest to this date. And that to secure the payment of said notes the defendants, E. B. Mather and Elizabeth Mather, his wife, executed and delivered to said M. F. Hill their Mortgage deed as in the Answer & Cross-Petition of said Joseph Rodgers described and on the premises therein described and the same as described in the petition in this case, and that the said Joseph Rodgers is now the legal owner & holder of said mortgage deed. That the said mortgage was recorded in Book No 8 Page 81 of Union County records of deeds and is the first and best lien on the premises described in the plaintiff's petition. The Court further find that the condition of defeasance in said mortgage has been broken and that the said Joseph Rodgers is entitled to have the Defts Equity of redemption foreclosed. It is therefore considered and decreed that unless the said E. B. Mather and Elizabeth Mather shall within five 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 Joseph Rodgers the sum of $337.65 with interest from the date of this decree at 8% per annum, according to the tenor of said mortgage deed the defendants, E. B. Mather & Elizabeth Mather's 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.

Attest: J. D. Burgner, Clerk.

Pleas before his Honor John A. Price 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 of the 3rd Sub. Division of the 10th Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord One Thousand Eight Hundred & Eighty five.

Abram C. Dorney Plaintiff

vs

Petition 4782. Lewis C. Harper, Emeline Harper & Nathan Howard. Defendants

Here for, to wit on the 11th day of May A. D. 1886 the following petition was filed with the Clerk of said Court which reads as follows, to wit=

Court of Com. Pleas Union County Ohio.

The Plaintiff, Abram C. Dorney says:

I. This his first cause of action against the said defendant Lewis C. Harper, is founded upon a promissory note executed and delivered to Plaintiff by said Harper, of which the following is a copy, to-wit: "$160.00 Two years from the first day of "March A.D. 1878, I promise to pay A.C. Dorney, or order, the sum of "One hundred & Sixty dollars with interest at eight per cent "payable annually, value received.

Attest" W. H. Dominick.

Lewis C. Harper his x mark.

There are no endorsments upon said note. The plaintiff is the legal owner & holder of said note, and there is due to him from the said defendant, Lewis C. Harper, thereon, the sum of One Hundred & Sixty Dollars, with interest thereon at eight per cent. per annum, payable annually from the 1st day of March A.D. 1878.

II. This his second cause of action against the said defendant Lewis C. Harper, is founded upon a promissory note executed and delivered to the plaintiff by the said Harper, of which the following is a copy, to-wit:

"February 12th 1878"

"$160.00 Three years from the first day of March A.D. 1878 "
"I promise to pay to A. C. Dorney or order, the sum of One "
"Hundred & Sixty Dollars, with interest at eight per cent "
"payable annually, value received."
"Attest W. H. Dominick. Lewis C. his x mark Harper "

There are no endorsments on said note. The plaintiff is the legal owner & holder of said note, and there is due to him from the said defendant, Lewis C. Harper, thereon, the sum of One Hundred & Sixty Dollars, with interest thereon at eight per cent. per annum, payable annually from the 1st day of March A.D. 1878.

III. This his third cause of action against the said defendant is founded on a promissory note executed and delivered to the plaintiff by the said Harper, of which the following is a copy, to-wit:

"February 12th 1878"

"$160.00 Four years from the first day of March A.D. 1878. I from" "ise to pay A. C. Dorney, or order, One Hundred and Sixty "Dollars, with interest at eight per cent, payable annually

value received".
"Attest W.H. Dominick Lewis C. his + mark Harper

There are no endorsements upon said note. The Plaintiff is the legal owner and holder of said note, and there is due him from the said defendant, Lewis C. Harper, thereon, the sum of One Hundred and Sixty Dollars with interest thereon at eight per cent per annum, payable annually from the first day of March A.D. 1878.

IV This his fourth cause of action against the said defendant, Lewis C. Harper, is founded on a promissory note executed and delivered to the Plaintiff by the said Harper, of which the following is a copy, to-wit:

"February 12th 1878"

"$160.00 Five years from the first day of March A.D. 1878 I from"
"ise to pay to A.B. Doney or order One Hundred and Sixty Dollars"
"with interest at eight per cent payable annually. value"
"received.
"Attest W.H. Dominick Lewis C. his + mark Harper"

There are no endorsements upon said note. The Plaintiff is the legal owner and holder of said note, and there is due him from the said defendant, Lewis C. Harper thereon, the sum of One Hundred & Sixty Dollars with interest thereon at eight per cent. per annum payable annually from the first day of March A.D. 1878.

V This his fifth cause of action against the said Defendant, Lewis C. Harper is founded on a promissory note executed and delivered to Plaintiff by the said Harper, of which the following is a copy, to-wit:

"February 12th 1878"

"$160.00 Six years from the first day of March A.D. 1878 I from"
"ise to pay A.B. Doney or order the sum of One Hundred and"
"Sixty dollars with interest at eight per cent payable"
"annually. value received.
"Attest W.H. Dominick Lewis C. his + mark Harper"

There are no indorsements or Credits on our said note. The Plaintiff is the legal owner and holder of the said note, and there is due to him from the said Defendant, Lewis C. Harper thereon, the sum of One Hundred & Sixty Dollars with interest thereon at eight per cent per annum. payable annually from the first day of March A.D. 1878.

VI For his Sixth Cause of Action the Plaintiff further says: On or about the 12th day of February A.D. 1878 the Defendant, Lewis C. Harper, made, executed and delivered to the plaintiff his five several promissory notes each for the sum of One Hundred and Sixty dollars and thereby promised to pay to Plaintiff or his order the sum of eight Hundred Dollars with interest thereon at eight per cent per annum payable annually from the first day of March A.D. 1878. The said notes are fully set forth and described

in the Plaintiffs foregoing first, second, third, fourth and fifth causes of action herein, and the Plaintiff adopts and makes a part of this cause of action as fully and completely as if the same were repeated herein. The statements and averments contained in the said several causes of action as to the said notes and the terms and ownership thereof. The said notes were given to the Plaintiff by the said Harper defendant for the purchase money of the real estate herein after described and the Plaintiff has and is entitled to a vendors lein on said real estate for purchase money to the amount of said notes and the interest thereon as stated therein as of and from the date of said notes.

The said defendant Lewis C. Harper, in order to secure the payment of the said notes and the interest thereon as aforesaid did on the said 12th day of February A.D. 1878 by his mortgage deed of that date, convey to the Plaintiff his heirs & assigns forever the following real estate: Situated in the County of Union in the State of Ohio, and in the Township of Washington and bounded and described as follows: to-wit: Forty acres off of the West end of the following described tract of land to-wit: Part of Survey No. 10971 beginning in the center of the Marysville and Kenton road where the South Line of the Survey crosses the said road thence South 78½° West 403 poles to the West line of the said Survey thence North 11½° W. 55 poles to a stake in said West line, thence North 78½° East 377 poles to the center of said road, thence South 36½° East 57 poles to the beginning, Containing One Hundred & Thirty four acres more or less. The said mortgage contaimes the following condition in substance, that if the said Lewis C. Harper shall pay or cause to be paid unto the said Plaintiff his (said Harper's) certain promissory notes, five in number and of even date with said mortgage, and each for the sum of One Hundred & Sixty Dollars, and deuerespectively in two, three, four, five & six years from the 1st day of March A.D. 1878, and each bearing interest at the rate of eight Percent per annum payable annually from the said first day of March A.D. 1878, the said notes being given for the purchase money of said premises, then these Presents shall be void, otherwise to be and remain in full force and virtue in law forever. The said mortgage was filed for record with the County Recorder of said Union County, Ohio, on the 15th day of February A.D. 1878 at 2 o'clock P.M. and was by him recorded in the Record of Mortgages of said County in Vol. 14 Page 56.

The said mortgage deed has become absolute. There is due to the Plaintiff thereon from the said defendant, Lewis C. Harper the sum of Eight Hundred Dollars with interest thereon at eight Percent per annum payable annually from the first day of March A.D. 1878. The defendants Emeline Harper and Nathan

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Howard have or claim to have some interest in the said premises which the plaintiff asks they may each be required to set up and disclose herein or be forever barred from enforcing the same. The plaintiff therefore prays that he may have judgment against the said Lewis C. Harper defendant for the sum of Eight Hundred Dollars with interest thereon at eight per cent per annum payable annually from the first day of March A.D. 1878. That he may be adjudged and decreed to have a vendors lien for the purchase money upon said premises as aforesaid, as of & from the date of said notes to the amount of the same and interest thereon as aforesaid. That the said mortgage may be foreclosed, the said premises sold according to law, and the proceeds arising therefrom applied to the payment of plaintiff's claim, and for all other and further relief to which he may be entitled or which equity may require.

Edward E. Cole & W. O. Henderson Attys for Pltff.

The State of Ohio Franklin County s.s. Abram C. Dorey being duly sworn says, he is the plaintiff above named and the facts stated and the allegations contained in his foregoing petition are as he believes, true

A. C. Dorey.

Sworn to before me and subscribed in my presence by said Abram C. Dorey, this 17th day of January A.D. 1885.

A. T. Critchley J.P.

Praecipe For the Clerk: Issue Summons to the Sheriff of Franklin County for the defendants Lewis C. Harper and Emeline Harper and to the Sheriff of Union County for the defendant Nathan Howard, returnable according to law, and endorse the same "Plaintiff claims judgment for $800 00 with interest thereon "at 8% per annum payable annually from the 1st day of March A.D. 1878 and foreclosure of Mortgage and Equitable relief.

Edward E. Cole & W. O. Henderson Attys.

On the 11th day of March A.D. 1885 a Summons was issued by the Clerk of said Court, to-wit:

Summons The State of Ohio Union County s.s. To the Sheriff of the County of Union Greeting: We command you to notify Nathan Howard that he et al. have been sued by Abram C. Dorey in the Court of Common Pleas, of Union County, and that unless he answers by the 11th day of April A.D. 1885 the petition of said Abram C. Dorey 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 23d day of March A.D. 1885.

Witness my hand and the seal of said Court this 11th day of March A.D. 1885.

Seal

J. C. Burgner, Clerk.

Endorsed: Plaintiff claims judgment for $800 00 with 8% interest payable annually from the 1st day of March A.D. 1878 and foreclosure of Mortgage and Equitable Relief.

Sheriffs Return

The State of Ohio Union County s.s. Received this writ March 11th A.D. 1885 at 12 o'clock M. and pursuant to its command, on the 14th day of March A.D. 1885, I served the same by delivering to the within named defendant a true copy of this writ with endorsements thereon. Service 30¢ Mileage $1.20 Copy 20¢ = $1.78

M. Hopkins, Sheriff By A.H. Goodwin Dept.

On the 11th day of March 1885 a Summons was issued by the Clerk of said Court, to-wit:

Summons

The State of Ohio, Union County s.s. To the Sheriff of the County of Franklin, Greeting: We command you to notify Lewis C. Harper and Emeline Harper that they et al have been sued by Abram C. Doney in the Court of Common Pleas of Union County and that unless they answer by the 11th day of April A.D. 1885 the petition of said Abram C. Doney 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 March A.D. 1885.

Witness my hand and the seal of said Court, this 11th day of March A.D. 1885.

Seal

J.L. Burgner, Clerk.

Endorsed, Plaintiff claims judgment for $800 00 with interest thereon at 8% per annum payable annually from the 1st day of March A.D. 1878 and foreclosure of Mortgage and equitable relief.

Sheriffs Return.

The State of Ohio Franklin County s.s. Received this writ March 12th A.D. 1885. and pursuant to its command after diligent search for the within named defendants, Lewis C. Harper and Emeline Harper was unable to find either of them in my bailwick Mileage 64¢ Copies 40¢ Doc. & Post. 29¢ Return 45¢ = $1.78

Lewis Hinnmillen Sheriff

B.P.J. Sullivan Deputy

On the 1st day of April 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe

Abram C. Doney
vs.
Lewis C. Harper et als

Court of Common Pleas. Union County, Ohio.

Marysville April 1st 1885.

To the Clerk of said Court: Issue Summons in the above case to the Sheriff of Franklin County for Lewis C. Harper and Emeline Harper. Endorse, Plaintiff claims judgment for $800 00 with interest thereon at 8% per annum payable annually from March 1st 1878 & foreclosure of Mortgage & equitable relief. returnable according to law.

Edward E. Cole & W.O. Henderson Attys.

On the 1st day of April 1885 a Summons was issued by the Clerk of said Court, to-wit:

Sum.

The State of Ohio Union County s.s. To the Sheriff of the County of Franklin, Greeting: We command you to notify Lewis C. Harper and Emeline Harper that they and another have been sued by A.C. Doney in the Court of Common Pleas of Union County, and that unless they answer by the 2d day of May A.D. 1885:

the petition of said A.B. Doney 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 April 1885.
Witness my hand and the seal of said Court, this 1st day of April, A.D. 1885.

J.S. Burgner, Clerk. By W.M. Arnget, Depty.

Endorsed: In action for $800 with 8% int. from March 1st 1878 & Foreclosure of Mortgage & Equitable relief.

Sheriff's Return — This writ returned by order of Plaintiff's Attorney.

Louis Kemmiller, Sheriff By J. Sullivan Depty.

On the 18th day of April A.D. 1885 a 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 Franklin, Greeting: We command you to notify Lewis C. Harper and Emeline Harper that they and others have been sued by Abram C. Doney in the Court of Common Pleas of Union County and that unless they answer by the 16th day of May A.D. 1885 the petition of said Abram C. Doney 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 April A.D. 1885.
Witness my hand and the seal of said Court this 18th day of April A.D. 1885.

Seal

J.S. Burgner, Clerk.

Endorsed. "Plaintiff claims judgment for $850 with interest thereon at 8% per annum, payable annually from the 1st day of March 1878 and foreclosure of mortgage & equitable relief.

W.D. Henderson & E.E. Cole Attys for Plaintiff

Sheriff's Return — The State of Ohio Franklin County ss. Received this writ April 20th A.D. 1885 and pursuant to its command on the 22d day of April A.D. 1885 I served the same by leaving a true and certified copy of this writ with the endorsements thereon, for each one of said defendants at their usual place of residence Service $3
Mileage 96¢ Copy 40¢ Doc. & Post. 2¢ = $2.10

Lewis Kemmiller Sheriff By L.L. Pegg. Depty.

On the 25th day of May 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe — A.B. Doney vs Lewis C. Harper et al } Court of Com. Pleas of Union County

To the Clerk of the Court of Com. Pleas. Issue Summons to the Sheriff of Union County returnable according to law for Henry C. Goff.

Edward Cole. Atty for Pltff.

On the 25th day of May 1885 a 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 Henry C. Gough

that he etal have been sued by Abram C. Doney in the Court of Common Pleas of Union County and that unless he answers by the 27th day of June A.D. 1885. the petition of said Abram C. Doney 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 8th day of June A.D. 1885.

Witness my hand and seal of said Court this 25th day of May A.D. 1885.

Seal

J.B. Burgner, Clerk.

In action for foreclosure of Mortgage, Amt. claimed $805 00 with 8% interest payable annually from the 1st day of March 1878 & equitable relief.

E.E. Cole & W.O. Henderson. Attys for Pltff.

Sheriff's Return

The State of Ohio, Union County s.s. Received this writ May 25th 1885 at 2 o'clock P.M. and pursuant to its command on the 1st day of June A.D. 1885. I served the same by leaving at the usual place of residence of the within named Henry C. Gough a true copy with the endorsements thereon. Service 30c Mile. $3.20 Cop. 20¢ = $3.70

M. Hopkins Sheriff By A.G. Depty.

On the 18th day of May 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Abram C. Doney Pltff.
vs
Lewis C. Harper, Emeline Harper and Nathan Howard Defts.

This cause now coming on for hearing on the petition of Abram C. Doney, Plaintiff, and the evidence the Court find that the defendants Lewis C. Harper, Emeline Harper and Nathan Howard have been duly served with summons in this case and that they are all in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and that there is due the Plaintiff from the defendant Lewis C. Harper on the promissory notes set forth in the petition with interest to the 18th day of May 1885 the first day of this term, the sum of $1348.07 being the balance of unpaid purchase money upon the premises described in the petition, to-wit:

Situated in the County of Union in the State of Ohio and in the Township of Washington and bounded and described as follows: Forty Acres off the west end of the following described tract of land to-wit: Part of Survey No 10971. Beginning in the center of the Marysville & Kenton road where the South line of the Survey crosses the said road thence South 78½° W. 403 Poles to the West line of the said Survey; thence N. 11½° W. 55 Poles to a stake in said west line; thence N. 78½° E. 377 Poles to the center of said road; thence S. 36½° E. 57 Poles to the beginning, containing One Hundred & thirty four acres more or less.

And that said Plaintiff has a Vendor's lein thereon for the same

Praecipe

Order of Sale.

which is the first and best lien on said premises and that he is entitled to have the same sold for the payment and satisfaction of said lien. The Court further find that in order to secure the payment of said notes, the defendant Lewis C. Harper executed and delivered to said Abram C. Doney, the plaintiff his certain mortgage as in the petition described and on the premises therein described; that the said mortgage was duly recorded in vol. 14 page 56 of the records of Mortgages of Union County, and is a good, valid & first lien on the premises described in the petition, and that the conditions of said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant Lewis C. Harper the said sum of $1345.07 and his costs herein expended. And it is further adjudged & decreed that unless the defendant Lewis C. Harper, shall within one day 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 herein or his attorney the sum so found due as aforesaid with interest from the 19th May 1885. the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union Co. directing him to appraise, advertise & sell said premises as upon execution and report his proceedings to this Court for further order.

On the 11th day of July 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe

A. C. Doney
vs
Lewis C. Harper et al

To the Clerk: Issue Order of Sale in the above case returnable according to law.

Edward C. Cole Atty for Pltff.

On the 19th day of May 1885. an 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 and for said County, on the 18th day of May A.D. 1885 in the cause of Abram C. Doney Plaintiff and Lewis C. Harper et al Defendants, said Abram C. Doney obtained a judgment or decree against the said Lewis C. Harper, for the sum of Thirteen Hundred, forty eight 07/100 Dollars and Dollars costs of suit. And whereas it was then and there by said Court ordered, adjudged & decreed that the said Lewis C. Harper shall within one day from the 18th day of May A.D. 1885 pay unto the said Abram C. Doney the said sum of Thirteen Hundred & forty eight & 07/100 Dollars with interest from the 18th day of May A.D. 1885 at the rate of 6 percent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an Order of Sale issue to the Sheriff of this

County Commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the Real estate described in Plaintiffs Petition &c: And whereas the one day aforesaid has fully expired and the said sum of $1348.07 with interest and costs have not been paid as aforesaid as appears to us of record; You are therefore commanded to proceed and appraise, advertise & sell as aforesaid the following lands and tenements, to-wit:
Situated in the Township of Washington, County of Union and State of Ohio, bounded and described as follows, to-wit: Forty Acres off of the west end of the following described tract of land, to-wit: Part of Survey No 1971 Beginning in the center of the Marysville and Kenton road where the South line of the Survey Crosses the said road; thence S. 78½ W. 403 poles to the West line of said Survey; thence N. 11¾ W 55 poles to a stake in the west line; thence N. 78½ E. 377 poles to the center of said road; thence S. 36½ E. 57 poles to the beginning, containing 134 Acres more or less.
We therefore command you that you proceed to carry said order, judgment & 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 19th day of May A.D. 1885.
Seal
J.S. Burgner Clerk By W.M. Stringer Dep.

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 25th day of May 1885, summon John William Foreman, Albert M. Foreman 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 afterward on the 25th day of May A.D. 1885, 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 26th day of May 1885 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 of said County on the 25th day of June A.D. 1885 at 2 o'clock P.M. of said day. And having advertised said lands and tenements

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Supplement to Petition

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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 20th day of June A.D. 1885. at the time and place above mentioned proceed to offer said lands and tenements at public sale. Not sold for want of bidders. Sheriffs Fees. $9.50. Appraisers Fees $ 3.00 Printer's Fees. $11.00.

M. Hopkins Sheriff By A.H. Goodwin Deputy.

On the 22d day of June 1885 a Proof of Publication was filed with the clerk of said Court, to-wit:

Proof of Pub.

Abram C. Dorney
vs
Lewis C. Harper et al
} Court of Common Pleas. Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County. O. I will offer at public sale at the north door of the Court House, in Marysville Ohio. on Saturday June 20th 1885. 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 Washington, County of Union, State of Ohio, and being known and described as follows: Forty (40) Acres off of the west end of the following described tract of land:

Part of Survey No. 18971. Beginning in the center of the Marysville & Kenton road where the south line of said Survey crosses said road; thence South 78½° West 403 Poles to the west line of said survey; thence North 11½° West. 55 Poles to a stake in the said west line; thence north 78½° East 377 Poles to the center of said road thence South 36½° East 57 Poles to the beginning. Containing 134 Acres more or less. Appraised at $35.00 an acre. Terms of Sale - Cash.

E.E. Cole & W.D. Henderson Attys. Marion Hopkins 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 May 20th 1885.

W.O. Shearer.

Sworn to and subscribed before me the 22d day of June 1885.

Seal

J.D. Burgner Clerk.

On the 25th day of May 1885. a Supplement to Petition was filed with the Clerk of said Court, to-wit:

Supplement to Petition

Abram C. Dorney
vs
Lewis C. Harper, et al
}

The Plaintiff says: Since filing his petition herein he has been informed, and has reason to believe and does believe, and therefore avers the fact to be, that one Henry C. Goff claims to have some interest in the premises described in the premises. Wherefore Plaintiff prays that he be made a party to this action and that unless he sets forth herein such interest as he may claim to have in said premises he be forever

precluded from asserting the same.

E.E. Colet W.O. Henderson Attys for Plaintiff.

The State of Ohio. Union County ss. W. Henderson being duly sworn says he is one of the attorneys of the Plaintiff, duly authorized herein, who is a non resident of said County, that the facts stated and allegations contained in the foregoing Supplement to the petition, are true as affiant believes.

W.O. Henderson.

Sworn to before me and subscribed in my presence by said W.O. Henderson this 25th day of May 1885.

(Seal) J.L. Burgner, Clerk.

On the 13th day of November 1885 the following entry was made on the Journal of said Court, to-wit:

Abram C. Doney
vs
Lewis C. Harper et al

Entry

This cause came on to be heard this day upon the motion of Henry C. Goff to strike the Plaintiffs Sublemental petition from the files and upon consideration of the same was by the Court overruled. The cause was further heard upon the application of Plaintiff for an order nunc pro tunc making Henry C. Goff a party defendant herein. And it appearing to the Court that leave was given to make said Henry C. Goff a defendant at the May term 1885 of this Court and that no entry thereof was made upon the Journal, the Court now orders that an entry of said order be made and Henry C. Goff has leave to answer by Nov. 20th 1885.

On the 11th day of July 1885 an Alias Order of Sale was issued by the Clerk of said Court, to-wit:

Alias 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, holden at the Court House in Marysville, in said County of Union upon the 18th day of May 1885. Abram C. Doney obtained a judgment and decree against Lewis C. Harper for the sum of Thirteen Hundred Forty eight & 7/100 Dollars and Dollars costs of suit. And whereas it was then and there by said Court ordered, adjudged and decreed that the said Lewis C. Harper within one day from the 18th day of May A.D. 1885 pay unto the said Abram C. Doney the said sum of Thirteen Hundred Forty eight & 7/100 Dollars with interest from the 18th day of May 1885 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 Plaintiffs petition &c.

And whereas the one day aforesaid has fully expired, and the said sum of $1348.07 and costs aforesaid, has 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 19th day of May A.D. 1885 the following lands and

Sheriffs Return.

Proof of Pub.

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tenements were appraised, advertised and offered for sale, to-wit: Forty acres off of the west end of the following described tract of land, to-wit: Part of V.M.S No 1897. Beginning in the center of the Marysville and Kenton road where the South line of the Survey crosses said road, thence S. 78½° W 40 3 Poles to the west line of said Survey; thence N. 11½° W. 55 Poles to a stake in said West line, thence N. 78½ E 377 Poles to the center of said road, thence S. 36½ E. 57 Poles to the beginning containing 134 acres, more or less. And whereas no sale was had under said order, we therefore command you, that you proceed without delay to advertise & sell according to the Statute regulating judgments and executions at law. The said premises above described under the appraisment had under the said former order of sale, to-wit: $35.00 per acre. 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 the seal of said Court at Marysville this 11th day of July A.D. 1885

Seal

J. B. Burgner Clerk.
By W. M. Knight Deputy.

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 15th day of July 1885 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 15th day of August A.D. 1885 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 15th day of August A.D. 1885 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 William Wellwood who bid for the same the sum of Nine Hundred & fifty dollars and the said sum being more than two thirds of the appraised value thereof & the said William Wellwood 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 Nine Hundred and Fifty Dollars. Notice to Pr. 30¢ Poundage $14.25 = 14.55 Bds Fees $1.50

M. Hopkins Sheriff By A.H.G. Deputy.

Proof of Pub. On the 18th day of August 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Abram A. Doney. }
v. } Court of Com. Pleas Union County, O.
Lewis C. Harper et al }

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 north door of the Court House, in Marysville, Ohio. on Saturday August 15th 1885.

at or about the hour of one o'clock P.M. of said day the following described real estate to-wit: Situate in the Township of Washington, County of Union State of Ohio, and being known and described as follows: Forty (40) acres off the west end of the following described tract of land: Part of Survey No 10771. Beginning in the center of the Marysville & Kenton road where the south line of the survey crosses the said road; thence South 78½° West 40⅗ Poles to the west line of said Survey; thence North 11½° West 35 Poles to a stake in the said West line; thence North 78½° East 377 Poles to the center of said road; thence South 36½ East 57 Poles to the beginning, Containing 134 Acres more or less. Appraised at $35 00/100 per acre Terms of Sale - Cash.

E.E. Cole & W.O. Henderson Attys. 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 five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union the first publication beginning with July 15th 1885.

W. Shearer

Sworn to and subscribed before me this 18th day of August 1885.

J.L. Burgner, Clerk.

On the 19th day of October 1885 a Motion was filed with the Clerk of said Court to-wit:

Motion — Abram L. Dorey vs Lewis L. Harper et al } In Union County Common Pleas.

The defendant Henry L. Goff moves the Court for an order striking from the files the Supplemental petition filed in this case and for grounds says: That said pretended Supplemental petition was filed without any leave of the Court and without any notice to the defendant. Said Supplemental petition does not state any facts that occur subsequent to the filing of the original petition.

Cameron & Woodburn Attys for H.L. Goff

Afterward on the 21st day of December 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry — Abram L. Dorey vs Lewis L. Harper et al }

This cause now coming on for hearing on the motion of the plaintiff for leave to dismiss this action as to Henry L. Goff, defendant. The Court on consideration grants the same and this action is dismissed as to said Henry L. Goff. without prejudice to a future action. To which said Henry L. Goff excepts. Thereupon the said Henry L. Goff by his counsel gave notice of his intention to appeal this case to the Circuit Court and the Court fix the bond for appeal at $200 00/100

On the 22nd day of Dec. 1885 an Answer was filed with the Clerk of said Court, to-wit:

Answer H.L. Goff.

Answer of H.C. Goff.

Abram C. Dorey. vs Lewis C. Harper et al } In the Court of Common Pleas of Union County, O.

Now comes Henry C. Goff and by leave of the Court files this his Answer & Cross-Petition and says: That he is now in the possession of the premises described in the Plaintiff's Petition. That at the time of the execution of the Plaintiff's Mortgage said premises were wholly unimproved and consisted of wild lands over which fire had at one time run destroying a large amount of timber and said premises, after said fire, had grown up with a thick growth of underbrush and was wholly unfit for agricultural or grazing purposes and had no improvements whatever.

That prior to the 7th day of April 1881 this defendant and said Harper had been negociating for a lease of said premises from said Harper to this defendant and in consideration of which said premises were to be cleared up and put in a state for cultivation and all of which would be a benefit to the Plaintiff and increase his security. That said premises, in its condition at and prior to the 7th day of April 1881 was not sufficient security for the Plaintiff's claim and was of much less value than the sum named in the Plaintiff's Mortgage.

That before completing his contract for said lease (which was to run eight years) this defendant sought the Plaintiff and conferred with him in regard to the same and it was agreed by and between the plaintiff and this defendant, that in Consideration that the improvement of said premises would be a benefit to the Plaintiff, that if this defendant made said lease for said term of Eight years the said Plaintiff would protect him and would not disturb his possession during the same and that if said Plaintiff should deem proper to foreclose his said mortgage during the term of said lease and before the same expired the Plaintiff would allow and pay this defendant out of the proceeds of said sale for his improvements. That pursuant to this understanding & agreement of the plaintiff and this defendant, this defendant did on the 7th day of April 1881 enter into a written contract with said Harper for the lease of said premises, which written contract is hereto attached Marked "A" and made a part hereof. That by the terms of said lease this defendant was to have the use and possession of said premises for the period of Eight years ending Apr. 1st 1889 and was to clear said lands and put a fence around it and build a house and otherwise improve said lands all of which was and would be a benefit to the Plaintiff. This defendant says that pursuant to the terms of said lease he took the possession said premises and has made improvements thereon as follows: This defendant has built a house worth $100 & has built

a stable and shed worth $50.00 and has cleared said lands & taken out the underbrush and brought the said lands into a state of cultivation which clearing is worth $200.00 and this defendant has made rails and built fences on and around said lands worth $75.00 making a total improvement on said lands of $325.00 That said improvements are a lasting and valuable benefit to said lands and if this defendant is permitted to occupy said lands until the full term of his lease expires the use of said lands will be sufficient compensation and will comply with the terms of the agreement between this defendant and said plaintiff, but if the plaintiff disturbs this defendant in his possession of said premises then by the terms of his said agreement the said plaintiff should pay this defendant for said improvements. This defendant says that he was induced by the promise and agreement of said plaintiff to go on and enter into said lease and to make said improvements and that he would not have done the same if the said plaintiff had not made said promises and agreements and that if the same is not kept it will be a great damage and hardship to this defendant.

This defendant further says that after he had entered into said contract & lease he made said improvements all of which were done with the knowledge of the plaintiff and under the agreement with him as herein stated.

This defendant therefore asks that if said sale shall be confirmed that this defendant may be protected in his possession of said premises and have and hold the same until the first day of April 1890 or if that cannot be done then that this defendant out of the proceeds of said sale be paid for his said improvements the sum of $425.00 and for all such other and further relief as may be equitable and just and the nature of the case may require.

Cameron & Woodburn Atty's for H. C. Goff.

State of Ohio Union County ss. Henry C. Goff being first duly sworn deposes and says that the facts stated and the allegations made in his foregoing answer are true as he verily believes.

Henry C. Goff.

Sworn to before me and signed in my presence this 21st day of December 1885

William M. Haines, J.P.

Articles of Agreement.

March the 7th A.D. 1881 An Article of Agreement entered into by and between Lewis Chapman Harper of Groveberty, Franklin County, Ohio. and Henry C. Goff of Washington Township, Union Co. Ohio. witnesseth that the said Lewis C. Harper agrees to lease all of the forty Acre Farm belonging to him, situated in Washington Township, Union County, Ohio. to the said H. C. Goff for a term of 3 years commencing April first A.D. 1881 and ending April first A.D. 1889 the farm bounded and described as follows. On the west by land owned by William Hellwood & the Foreman

and Stillwood wagon road, on the North by land owned by Rev. John Shultz, on the East by land owned by John Harper, on the South by land owned by Ed O Stevenson and John H Sterling and the said Henry C. Goff for his part agrees to clear up all of the high ground ready for the plow & to straighten up the fields across the swails and to put a good stake & double rider fence around the said 40 acre farm, so far as the said Harpers share of the fence goes or if the owners of the land adjoining will not build their share of the line fences then the said Goff agrees to build all of the fence for Harper and further agrees to build a good 8 rail fence around the cleared part of the farm and to build a log house with kitchen & log stable with shed on one side & dig or drive a well and to set out trees 30 apple trees, 15 winter, 7 harvest & 15 fall apple trees, by the 15th day of May A.D. 1883 one half of the work to be completed by the 1st day of December A.D. 1885 the balance within the next two years following so the work shall be all completed by the first of December A.D. 1887. In witness whereof we the above named parties to this article do affix our names.

Witness. Amanda A. Goff
David his X Hill mark

Lewis C. his X Harper mark
Henry C. Goff.

Afterward on the 22d day of December 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Abram C. Doney
vs
Lewis C. Harper 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; 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 Sheriff convey to the purchaser, William Stillwood, by deed, according to law, the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders 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. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the Office of the Recorder of Union Co. Ohio. And the Court coming now to the distribution of the proceeds of said sale amounting to Nine Hundred & fifty Dollars ($950.00) it is ordered that the

Sheriff out of the money in his hands &c.
First to the Treasurer of this County the taxes against said property for the year A.D. 1885 the sum of $16.11 also to the defendant Nathan Howard the taxes for the years A.D. 1884, 1883, 1882. upon said premises together with interest at six per cent upon the several amounts so paid by him from their respective dates of payment to-wit: the sum of $42.97.
Secondly The costs of this action taxed at $.
Thirdly to the Plaintiff herein, Abram L. Doney, the balance of the said money remaining in his hands to-wit: the sum of Dollars to be applied as a credit upon his judgment against the defendant Lewis L. Harper.
And there still remaining due to the said Abram L. Doney the sum of Dollars it is considered by the Court that he recover the same from the defendant Lewis L. Harper and execution is awarded therefor.

Attest. John D Burgan. Clerk.

Pleas before his Honor John A. Price 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 of the 3d Sub-Division of the 10th Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore, to-wit: on the 27th day of March 1884 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4542

Harmon Patch Sr. Pltff
vs
Harmon Patch Jr. Sarah M. Patch his wife and James B. Whelpley, Defts
} Court of Com. Pleas, Union County, Ohio.

The Plaintiff says: That on the 17th day of August 1874, Defendants, Harmon Patch Jr. and Sarah M. Patch his wife executed and delivered to Plaintiff their mortgage deed and thereby conveyed to the Plaintiff his heirs and assigns forever the following lands and tenements situated in the County of Union and State of Ohio and bounded and described as follows: Beginning at a stone, elm and hickory, northeasterly corner to Samuel Lewilles land in the Westerly line of Survey No 5166, thence with said line N. 35½° W. 49 87/100 poles to a stone, Southwesterly corner to A. J. Hoffmans land; thence with the Southerly line of said Hoffmans land N. 56° E. 59 7/100 poles to a stone, northwesterly corner to Daniel B. Patch's land; thence with the westerly line of said Patch's land S. 36° E. 50 88/100 to a stone; thence S. 57¼° W. 60 poles to the beginning containing 18 acres and 117 poles more or less the same being part of Survey No 5166 in the name of

Robert H Means. Said mortgage deed was executed by said Harmon Patch Jr and Sarah M. Patch his wife to plaintiff to secure to Plaintiff the sum of Six Hundred and fifty six dollars payable as follows: Two hundred and Nineteen dollars on or before the 1st day of January 1875. Two Hundred and nineteen Dollars on or before the 1st day of January 1876. and Two hundred and eighteen dollars on or before the 1st day of January 1877 all of said payments to bear interest at eight per cent from the 1st day of January 1874. The condition of said mortgage is in effect that if said Harmon Patch Jr should pay or cause to be paid, to the plaintiff said sum of money with interest according to the tenor of said mortgage, then said mortgage deed should be void, otherwise to be and remain in full force and virtue in law. On the 27th day of August A.D. 1874 at 11:30 o'clock AM said mortgage was delivered to the Recorder of said County for record and was by him duly recorded on the 28th day of August 1874.

The consideration of said mortgage was as follows, to-wit: At the date of said execution of said mortgage the plaintiff became security for the defendant, Harmon Patch Jr. on certain promissory notes executed by the said Harmon Patch Jr, to W.W. Woods, A.B. Robinson & J.W. Robinson aggregating the sum of Six Hundred and Fifty Six dollars with eight per cent interest. Said promissory notes were executed by said Harmon Patch Jr. for the purchase money of the real estate above described.

Said mortgage was further to secure said plaintiff against any renewal of said notes, or in case any money should be borrowed by said Harmon Patch Jr. to pay said notes on which the said Harmon Patch Jr should become his security, or if any transaction to obtain money by said Harmon Patch Jr. relating to the payment of said land purchase in which plaintiff should be his security, this mortgage was executed for the purpose of holding said plaintiff harmless. and to secure him on any payment of money that he might be compelled to make on the purchase money of said land. or for money borrowed to pay for the same, or for money borrowed to replace borrowed money connected with said land purchase, he was to stand secured by said mortgage, to the extent of any money the he was so compelled to pay and not exceeding the consideration of said mortgage.

The plaintiff says that said Harmon Patch Jr had to borrow money to pay said notes to W.W. Woods, A.B. Robinson and J.W. Robinson and plaintiff went his security on them for the same, and he continued to borrow money, to replace the borrowed money, and plaintiff continued to go his security for said borrowed moneys, on said land purchase until the said Harmon Patch Jr. about the 25th day of June 1881 borrowed of John Robinson the sum of $600 to replace money previously borrowed in connection with said purchase and gave his notes to secure said sum with 8 percent interest and on which said plaintiff again

became security for said Harmon Patch Jr. The borrowed money from said John Robinson he failed to Pay, and said Robinson commenced suit upon said notes, and on the 1st day of October A.D. 1883 obtained judgment against said Harmon Patch Jr. and Plaintiff as such security for the sum of Seven Hundred and Six dollars and Sixty cents with 8% interest from September 10th 1883 and Forty eight dollars and Sixty cents costs of suit. And said Harmon Patch Jr. failed to pay any portion of said judgment or costs, and plaintiff was compelled to pay and did pay said judgment interest & costs & increase costs in full on the 4th day of February 1884 amounting to the sum of Seven Hundred and Seventy two dollars and fifteen cents ($772.15) no part of which has been refunded or paid to the plaintiff. Said mortgage ded has therefore become absolute and there is due now and remaining unpaid from said Harmon Patch Jr. to the plaintiff on said mortgage ded the sum of Six Hundred and Fifty six dollars with interest at 8 percent from the 1st day of Jan. A.D. 1874.

Said James B. Whelpley claimes to have some lein on said premises, and plaintiff therefore makes him party defendant hereto. Plaintiff asks that said mortgage may be foreclosed, said premises ordered to be sold, and the proceeds applied to said indebtedness, and that execution may be awarded for the balance, and that the plaintiff may have such other and further relief as in equity he is entitled to.

Porter & Porter Attys for Plaintiff.

Harmon Patch Sr. being sworn makes oath that the facts stated in the foregoing petition are true, as he believes.

Harmon Patch Sr.

Sworn to by Harmon Patch Sr. and subscribed by him in my presence this 27th day of March A.D. 1884.

Seal

J.S. Burgner, Clerk.

Praecipe To the Clerk: Issue Summons upon the petition in the above case returnable according to law against the defendants, Amount claimed $656.00 with interest at 8% from January 1st 1884.

On the 28th day of March 1884 a 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 Harmon Patch Jr. Sarah M. Patch, his wife, and James B. Whelpley that they have been sued by Harmon Patch Sr. in the Court of Common Pleas of Union County, and that unless they answer by the 26th day of April A.D. 1884 the petition of said Harmon Patch Sr. 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 April A.D. 1884.

Witness my hand and the seal of said Court

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J.D. Burgner Clerk.

In action for Amount claimed $656.00 with int. at 8% from Jan. 1st 1874.

Sheriff's Return

The State of Ohio, Union County ss. Received this writ March 28th A.D. 1884 at 3 o'clock P.M. and pursuant to its command on the 29th day of March A.D. 1884 I served the same by delivering to each of the within named defendants a true copy of this writ with endorsments thereon. Service 60¢ Mileage $2.00 Copies 60¢ = $3.20

John Hobensack, Sheriff.

On the 8th day of April 1884 an answer was filed with the Clerk of said Court, to-wit:

Answered J.B. Thelpley

Harmon Patch Sr.
vs
Harmon Patch Jr.
Sarah M. Patch 2nd
James B. Thelpley

} Union County, Court of Common Pleas.

Now comes the defendant James B. Thelpley and for answer to the plaintiffs petition says that on the 14th day of October 1881 said Harmon Patch and Sarah M Patch his wife executed and delivered to the said J.B. Thelpley their Mortgage deed to secure the payment to the said J.B. Thelpley the note of the said Harmon Patch Jr. for the sum of ($300.00) Three Hundred Dollars and that said Mortgage deed was upon lands described in plaintiffs petition and said note was to become due in one year after its date with interest at 8% from date. That said mortgage was filed for record with the Recorder of Union County on the 15th day of October 1881.

Defendant, J.B. Thelpley, says said mortgage has become absolute and said money has become due and not paid and that there is due thereon the said sum of $300.00 with interest thereon from

The defendant J.B. Thelpley therefore says that at the time of the execution and filing of his mortgage that the mortgage described in the plaintiffs petition upon said lands, as therein described was fully cancelled and of no effect in law and is now subservient to the lein of the defendant J.B. Thelpley.

The defendant, J.B. Thelpley therefore prays that if upon the final hearing of the plaintiffs petition against the said Harmon Patch & wife said lands be decreed sold then and in that case that the Court decree the payment of the mortgage lein of the said defendant out of the proceeds of said sale before that of the plaintiff Harmon Patch Sr. and for proper relief in the premises

J.M. Kennedy Atty for Deft. J.B. Thelpley.

State of Ohio Union County ss. J.B. Thelpley being duly sworn says the facts and allegations of the foregoing answer as he believes, true.

J.B. Thelpley.

Sworn to and subscribed by the said J.B. Thelpley before me this 8th day of April A.D. 1884.

(Seal) J.L. Burgner, Clerk.

Reply. On the 4th day of June 1884 a Reply was filed with the Clerk of said Court, to-wit:

Harmon Patch Sr. vs Harmon Patch Jr. et al } Court of Common Pleas, Union County, O.

The Plaintiff replies to the answer and Cross Petition of the defendant J.B. Thelpley and denies that at the time of the execution and filing of the Mortgage set up by him, that Plaintiff's said mortgage was cancelled and of no effect in law, or that it is subservient to the lien of Defendant Thelpley, as said defendant has set up and claimed in his said pleading. But, on the contrary, Plaintiff avers that said mortgage of Plaintiff was never cancelled by Plaintiff or by his authority or with his knowledge or consent.

Porter & Porter Attys for Altff.

Harmon Patch Sr. Plaintiff, being sworn makes oath that the facts stated in the foregoing Reply are true as he believes.

Harmon Patch Sr.

Sworn to by Harmon Patch Sr. before me and signed by him in my presence this 4th day of June 1884.

(Seal) J.L. Burgner, Clerk.

Amended Petition. On the 11th day of May 1885 an Amended Petition was filed with the Clerk of said Court, to-wit:

Harmon Patch Sr. vs Harmon Patch Jr. et al } Court of Com. Pleas Union County, Ohio.

The Plaintiff by leave of the Court now comes and files an amendment to his Petition and says:

That on the 28th day of April 1883 the said John Robinson obtained another judgment before a Justice of the Peace in said County, for the sum of $242.92 said judgment being rendered upon promissory notes on which Plaintiff was security only, for said Harmon Patch Jr. A transcript of said judgment was filed with the Clerk of said Court, duly entered on the Execution Docket and an Execution issued against Plaintiff, and he was compelled to pay and did pay said judgment and costs, and interest at the rate of 8 percent, on the 4th day of February 1884 to the amount of $292.49, no part of which has been paid to Plaintiff by said Harmon Patch Jr. and there is now due to Plaintiff from said defendant by reason of said payment, the sum of $292.49 and interest from Feb. 4th 1884 at 8%.

IIIII Plaintiff further says that this cause of action is founded upon a promissory note for the unconditional payment of money duly executed by the follow

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ning is a copy with the credits thereon to wit:

pr Note $51.25 April 1st 1874

On or before the first day of June next. for value received, I promise to pay Harmon Patch Jr. or order the sum of fifty one Dollars and 25 cents with 8 per cent interest.

Harmon Patch Jr.

Upon said promissory note are the following credits:
"June 5th 1874 Recived eighteen dollars on the within note"
"August 3d 1874 Recived four Dollars & seventy five cents on the within note."
There is now due to the plaintiff from the defendant Harmon Patch Jr. on said promissory note, the sum of $29.66 with interest at 8 per cent from the 3d day of August 1874. IV. The Plaintiff says that this cause of action is also founded upon a promissory note for the unconditional payment of money only of which the following is a copy, to-wit:

December 23d 1871

One year after date for value received, I promise to pay Harmon Patch Sr. the sum of Seventy three Dollars with use.

Harmon Patch Jr.

There are no credits or endorsments on said note. There is now due to the plaintiff from the defendant Harmon Patch Jr. on said promissory note the sum of Seventy three dollars with interest from the 23d day of December 1871.

V. This cause of action is also founded upon a promissory note for the unconditional payment of money only of which the following is a copy.

Fifteen cent Stamp

May the 26th A. D 1867

Six months after date, I promise to pay Daniel Patch or bearer the sum of Twenty dollars, value received.

Harmon Patch Jr.

There are no credits or endorsments on said note. Plaintiff has purchased said note and is now the legal owner and holder thereof. There is now due to the plaintiff from the defendant Harmon Patch Jr. on said promissory note the sum of Twenty Dollars with interest from the 26th day of November A.D. 1867.

The Plaintiff therefore asks judgment against the defendant Harmon Patch Jr. in addition to the relief already asked for in his petition to which this is an amendment for the sum of five hundred & thirty six Dollars and sixty six cents with interest on $14.30 at 8% from Feb. 4th 1874. and interest on $29.66 at 8% from Aug. 3d 1874. and int. on $73.50 from Dec. 23d 1871. and int. on $20.00 from Nov. 26th 1867 and for such other and further relief as the equities of the case may demand.

Porter & Porter Atty for Pltff.

Harmon Patch Sr being sworn makes oath that the facts stated in the foregoing pleading are true, as he believes.

Harmon Patch Sr.

Sworn to by Harmon Patch Sr before me, and signed by him in my presence this 17th day of May A.D. 1883.

(Seal) J.S. Burgner, Clerk.

On the 28th day of May 1883 a Substituted Answer & Cross Petition was filed with the Clerk of said Court, to-wit:

Harmon Patch Sr. }
vs } Court of Common Pleas Union County, Ohio.
Harmon Patch Jr. }
Sarah M. Patch & al }
James B. Whelpley }

Substituted Ans. & Cross Pet.

1st Defense. Now comes the Defendant Harmon Patch and it appearing to the Court that the amended answer and cross petition heretofore filed in this case is mislaid and cannot be found, and upon leave of the Court first had files this his amended answer and cross petition and says: That he admits the execution of the mortgage at the time and for the consideration therein expressed and for no other.

2nd Said Defendant Harmon Patch Jr denies that said mortgage was to be perpetual or stand as security of any renewal of said loan of money other than the consideration therein expressed. 3rd Said defendant denies that said mortgage was to be security or operate as such to indemnify the Plaintiff for signing the notes to John Robinson on the 25th day of June A.D. 1881 for the sum of $600 00 and he denies that said $600 00 was to pay of any part of the purchase money of the lands described in said petition.

4th For a further defense to said petition said defendant says that on the 26th day of September A.D. 1881 the said Plaintiff made and signed the cancellation upon said mortgage in the following words, to-wit: "The conditions of the within mortgage having been complied with I hereby cancel and release the same this twenty-sixth day of September A.D. 1881. (Signed) Harmon Patch Sr. Recorded September 27th 1881. Plaintiff thereby canceling and releasing said mortgage.

5th The defendant for a further defense and by way of payment of said claim of Plaintiff and as an offset thereto says that while the defendant was in the service of the United States as a member of Co. L 12th O.V.C. and while in the field in the service as aforesaid sent home to Plaintiff who was his father to keep for him and hold in trust for him, the following sums of Money, to wit:

Reply.

Sept. 1862 $10 00 April 1863 $60 00 June 1863 $20 00 Dec 1863 $50 00
Dec 1864 $60 00 May 1865 $75.00 July 1865 delivered to his father $117 00
Township bounty $10.00 Total $404.00

That said plaintiff received all of said money in trust for this defendant and has kept the same, except fifty dollars paid to defendant on or about March 1880 and that the same with its interest is still due this plaintiff.

Defendant further says that on or about the day of Mch A.D. 1880 he received from the plaintiff $50 00 which sum it was agreed should be a part payment on said claim, which is the money above referred to, and that said sum of Fifty Dollars is all that said Harmon Patch Sr. has ever paid the defendant of said trust fund in his hands although frequently requested so to do. The defendant further says that at the time of the loan of said $600 00 of said John Robinson it was expressly agreed by the said Harmon Patch Sr. that he would pay off the said claim out of the funds then due and payable to the defendant Harmon Patch Jr. out of the said fund that he had in trust arising from the money sent home from the army by the said defendant as before stated as the said $600 00 should become due. But said Harmon Patch Sr. failed and neglected to pay the same or any part thereof thereby subjecting the defendant to great cost and expense in the premises if he should have the same to pay through neglect and failure of said plaintiff.

Defendant therefore asks that said Plaintiff's petition be dismissed at his costs and that he, the defendant, be allowed his said claim of $404 00 with interest at ~~a~~ six Rests up to March 1880 and from March 1880 up to the present time after deducting said fifty dollars already paid to the defendant making a total of about $135 00 less than the amount actually paid on said $600 00 including the interest thereon borrowed by said plaintiff and defendant from said John Robinson on the 25th day of June A.D. 1881 and for all proper relief.

J. M. Kennedy. Atty for Defts.

State of Ohio Union County ss. Harmon Patch Jr. says that the facts and allegations in the foregoing answer are as he believes true.

Harmon Patch Jr.

Sworn to and subscribed by the said Harmon Patch Jr before me this 28th day of May A.D. 1885.

(Seal) J. L. Burgner Clerk.

Reply.

On the 7th day of September 1885 a Reply was filed with the Clerk of said Court, to-wit:

Harmon Patch Sr. vs Harmon Patch Jr. et al } Court of Com. Pleas Union County, Ohio.

The Plaintiff Harmon Patch Sr. replies to the answer of the defendant, Harmon Patch Jr. to the Petition of Plaintiff, and to the answer of said defendant.

to the amendment to Plaintiffs petition, and first as to the answer of said defendant to Plaintiffs petition: Plaintiff admits that said defendant sent to him from the army the following items of money, to-wit: September 1862. $12.00. April 1863 $60cts June. 1863 $20.00 December 1863 $50cts May 1865 $75cts Township bounty $10.00 And Plaintiff denies the item of December 1864 $60cts and July 1865 $11.00. And all of said amount is barred by the Statute of Limitation and defendant denies each and every allegation stated in said amended answer to Plaintiffs petition except as above expressly admitted.

III And as to the answer of said defendant to plaintiffs petition plaintiff says that he admits that said note given to Daniel Patch for said sum of Twenty Dollars was given over fifteen years ago. And defendant denies each and every other allegation stated in said answer to said amendment to said petition.

Porter & Porter Attys for Pltff.

The Plaintiff Harmon Patch Sr being duly sworn makes oath that the facts stated in the foregoing reply are true as he believes.

Harmon Patch Sr.

Sworn to by Harmon Patch Sr, before me and signed by him in my presence this 7th day of September 1885.

J. L. Burgner Clerk. By W. W. Knight Dep.

On the 22d day of Oct. 1885 a Supplemental Answer was filed with the Clerk of said Court, to-wit:

Supplemental Answer.

Harmon Patch Sr. vs Harmon Patch Jr. Sarah Patch and James B. Whelpley } Union County, Court of Common Pleas.

Now comes J. B. Whelpley leave of the court first had, and files this his Supplemental Answer and says this said mortgage of three hundred dollars upon the lands described in the Plaintiffs petition remains unpaid with the interest from the 4th day of October A.D. 1884 and that said mortgage has become absolute, and the same is due. Defendant therefore prays that he may have judgment for said sum of $300cts debt, and interest from Oct. 14th 1884. at 8% per annum. and that in default of the payment thereof by a day to be fixed by the Court, that he have decree and Order of Sale of the premises described in plaintiff's petition and that so much of the proceeds of said sale be applied to the payment of his said judgment and for all proper relief.

J. McKennedy, Atty for J. B. Whelpley.

State of Ohio Union County ss. J. B. Whelpley being duly sworn says the facts stated and allegations of the foregoing Answer are, as he believes, true.

J. B. Whelpley.

Sworn to and subscribed by the said J.B. Whelpley before me this 21st day of October A.D. 1885.

(Seal)

J.L. Burgner, Clerk.

Afterward on the 13th day of November 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

Harmon Patch Sr.
vs
Harmon Patch Jr. et al

This day this cause came on to be heard upon the issues joined between the parties and the evidence and was argued by Counsel. In Consideration whereof, the Court find that there is due from the said Harmon Patch Jr. to the said Harmon Patch Sr. on the mortgage described in the Plaintiffs Petition the sum of $353.22.

The Court further find that said sum of $353.22. should be reduced by an offset in favor of said Harmon Patch Jr on his said Army money account the sum of $[illegible]89.28 leaving a balance due to said Harmon Patch Sr. of $363.94 and that this last named sum is a mortgage lein upon said premises described in Plaintiffs Petition

And the Court find that it is a lein on said premises prior and prefered to the Mortgage lein of said J.B. Whelpley. And the Court find that said $363.94 should draw int from the 4th day of November A.D. 1885.

It is therefore ordered, adjudged and decreed that unless said Harmon Patch Jr. pay said $363.94 within ten days from and after said 4th day of November 1885 to the said Harmon Patch Sr. together with the interest and costs of this action, that an order issue to the Sheriff of this County commanding him to cause said lands and tenements in said Petition described to be appraised advertised and sold according to law. and that the proceeds thereof he pay. 1st The costs on the foreclosure of Plaintiffs mortgage and the costs on the mortgage of said J.B. Whelpley, 2nd To the satisfaction of Plaintiffs mortgage lein of $363.94. 3rd To the satisfaction of the mortgage lein of said Whelpley. 4th If any balance remain that he bring said balance into Court, subject to its future order in the premises. and that Plaintiff have Execution for the balance.

And the Court further find that there is due said Harmon Patch Sr. from said Harmon Patch Jr. the further sum of $523.46 as the plaintiff hath in his Petition and his ammendment thereto, claimed.

It is therefore considered and adjudged that said Harmon Patch Sr. recover of said Harmon Patch Jr. said sum of $523.46 with interest from November 4th 1885. with his costs herein taxed to $

And the Court further find that there is due from the said Harmon Patch Jr. to the said J.B. Whelpley

upon the note and mortgage of said J.B. Thelpley as the said J.B. Thelpley hath in his answer and Cross-Petition and the amendment thereto claimed the sum of $300.00 with int. at 8% from October 14th 1885 and that said sum and interest is also a mortgage lien upon said premises. but postponed to said mortgage lien of said Harmon Patch Sr.

It is therefore ordered adjudged and decreed that unless said Harmon Patch Jr. within ten days from the 4th day of November 1885. pay to said J.B. Thelpley the said sum of $300.00 with the interest found due as aforesaid together with his costs of this action that an Order issue to the Sheriff of this County Commanding him to cause said lands and tenements in said petition discribed to be appraised advertised and sold according to law and the proceeds applied as herein before ordered and that said J.B. Thelpley have execution for the balance due to him.

On the 15th day of Dec. 1885 a Praecipe was filed with the Clerk of said Court. to-wit:

Praecipe

Harmon Patch Sr
vs
Harmon Patch Jr et al

To the Clerk: Issue an Order of Sale in the above entitled case, in favor of the Plaintiff.

Potter Porter Attys for Pltff.

Afterwards on the 15th day of December 1885 an 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 and for said County on the 13th day of Nov. A.D. 1885. in the cause of Harmon Patch Sr. Plaintiff and Harmon Patch Jr. Defendants said Harmon Patch Sr. obtained a judgment or decree against the said Harmon Patch Jr. for the sum of Three Hundred and Sixty three and 94/100 Dollars & Forty six & 80/100 Dollars. costs of suit:
And whereas, it was then and there by said Court ordered adjudged and decreed that the said Harmon Patch Jr shall within 10 days from the 4th day of Nov A.D. 1885 pay unto the said Harmon Patch Sr. the said sum of Three Hundred and Sixty three 94/100 Dollars with interest from the 4th day of Nov. A.D. 1885 at the rate of 6 percent. per annum. and to the Clerk of this Court the costs of this action herein taxed to $46.80 and upon default to pay the same that an Order of Sale issue to the Sheriff of this County. Commanding him to proceed according to the Statute Regulating judgments and executions as 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 $363.94 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore Commanded to proceed and appraise, advertise & sell. as aforesaid. the following lands.

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and tenements, to wit: Situated in the County of Union and State of Ohio, bounded and described as follows:
Beginning at a stone, elm and hickory northeasterly corner to Samuel Lemoilles land in the westerly line of Survey No 5166: thence with said line N. 35½ W. 49 81/100 poles to a stone southwesterly corner to A. Hoffmans land: thence with the southerly line of said Hoffmans land N. 56° E. 59 1/100 poles to a stone northwesterly corner to Daniel B. Patches land; thence with the westerly line of said Patches land S. 36° E. 50 88/100 to a stone: thence S. 57¼ W. 60 poles to the beginning, containing 18 acres and 117 poles more or less. the same being part of Survey No 5166. in the name of Robert Means. 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 15th day of December A.D. 1885.
(Seal) J.L. Burgner, Clerk.

Sheriff's Return

In obedience to the command of the Order of Sale hereto annexed, I did on the 18th day of December 1885 summon R. Converse, W.H. Robinson and J.T. Cunningham, 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 18th day of Dec. A.D. 1885 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 fifty three dollars per acre. A certified copy of said appraisal forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County. Case settled and writ returned this 22d day of January 1886. Sheriffs Fees $11.07 Appraisers Fees $3.00.
M. Hopkins Sheriff By A.V. Goodwin Deputy.

Attest: J.L. Burgner Clerk.

Pleas before his Honor John A Price 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 of the 3d Subdivision of the 10th Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord One Thousand Eight Hundred and Eighty five

Heretofore, to wit on the 30th day of December 1884 the following petition was filed with the Clerk of said Court, to-wit:

Petition 4669

George M. McPeck Plaintiff
vs
Merlin Benton and
J. H. Tallman Defendants

} Court of Common Pleas, Union County, Ohio.

The Plaintiff says the Defendants wrongfully detain from the Plaintiff the following goods and chattles to-wit: a large amount of drain tile made by Wm Haines and the property of the Plaintiff which the said Benton removed from the tile works of the Plaintiff in Washington Township of said County about the 19-20 & 21st days of December 1884. The Defendants have detained said property from the Plaintiff for the space of ten days to his damage five dollars. The Plaintiff is the owner of said property & is entitled to the possession of the same and the property is of the value of about One Hundred Dollars. Therefore Plaintiff asks judgment against the Defendants for the recovery of said property & five dollars with interest.

Robinson & Piper Attys for Pl'ff.

The State of Ohio, Union County ss. George M. McPeck, Plaintiff, makes oath that he believes the allegations of the foregoing petition are true.

George M. McPeck

Sworn to before me & signed in my presence this 3d day of Dec. 1884

Frank R. Hamilton Notary Public.

Seal

Affidavit

George M. McPeck Pl'ff
vs
Merlin Benton et al Jt.
Tallman Defts.

} Court of Common Pleas, Union County, Ohio.

The State of Ohio, Union County ss. George M. McPeck, being duly sworn deposes and says: the property to recover the possession of which this action is brought is described as follows, to-wit: a large lot of Drain Tile made by William Haines & the property of Plaintiff which said Benton removed from the Tile Works of the Plaintiff in Washington Township of said County about the 19th 20th & 21st days of Dec. 1884. Said property is wrongfully detained by the Defendants. The Plaintiff is the owner of said property & the same was owned in the possession of William Haines who manufactured said tile under a contract with Plaintiff who furnished the works for the manufacture of said tile & by the agreement with the said Haines the Plaintiff was the owner of the same and had the possession of the same by his agent

Order of Delivery

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Wm Haines when said Benton replevined the same from said Haines & placed the same in possession of said Tallman as his agent and the same was not taken on process issued against plaintiff nor for a tax against him

Geo. M. McPeck.

Sworn to before me and subscribed in my presence this 30th day of December 1884.

(Seal) Frank N. Hamilton Notary Public.

Praecipe — To the Clerk of Court: Issue summons & Writ of Replevin and endorse, "Petition for replevin & damages.

Robinson & Piper attys for Pltff.

On the 30th day of December 884 a 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 aforesaid, Greeting: We command you to notify Merlin Benton and T. H. Tallman that they have been sued by Geo. M. McPeck in the Court of Common Pleas of Union County, and that unless they answer by the 31st day of January A.D. 1885 the petition of said George M. McPeck 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 January A.D. 1885. Witness my hand and the seal of said Court this 30th day of December A.D. 1884.

(Seal) J. D. Burgner, Clerk By W. M. Thrift Deputy

Civil action for Replevin of Personal Property.

Sheriff's Return — The State of Ohio Union County ss. Received this writ Dec. 30th 1884 at 9 o'clock P.M. and pursuant to its command on the 31st day of Dec 1884 served the same by delivering to the within named T. H. Tallman a true copy of this writ with endorsements thereon. The within named Merlin Benton not found in my County. Service 30¢ Mileage $3.20 Copy 40¢ = $3.90

John Hobensack Sheriff.

On the 30th day of Dec. A.D. 1884 an Order for Delivery of Personal Property was issued by the Clerk of said Court, to-wit:

Order of Delivery

George M. McPeck vs Merlin Benton and T. H. Tallman

The State of Ohio Union County ss. Court of Common Pleas.

To the Sheriff of Union County, Greeting:

Whereas, Geo. M. McPeck has commenced in the Court of Common Pleas for the said County of Union against Merlin Benton and T. H. Tallman a civil action for the recovery of the following specific personal property, to-wit: A large lot of Drain Tile made by Wm Haines the property of the plaintiff, which said Benton removed from the tile works of Plaintiff in Washington Township in said County about the 19th 20th 21st days of Dec. 1884. and has filed his affidavit in the Clerks Office of said Court, in order to obtain an order for the

mmediate delivery of the said goods and chattles. This, therefore, is to command you, as such Sheriff, to take the goods and chattles above described and deliver the same to the said George W. McBeck, Plaintiff in said action. And of this order and your proceedings thereon make due return on or the 12th day of January A.D. 1885. Witness my hand and the seal of said Court at Marysville this 30th day of December A.D. 1884.

R.B. Bingman, Clerk By W.M. Knight Depty.

We the undersigned, two disinterested freeholders of Union County having been duly summoned and sworn by John Hobensack Sheriff of said County, and State of Ohio, by Thomas Martin Deputy Sheriff of said County, to assess the value of certain goods and chattles hereinafter set forth being the same seized by said John Hobensack Sheriff, by virtue of an Order of Delivery issued from the Court of Common Pleas of said County at the suit of George W. McBeck Plaintiff against Merlin Benton et al Defendants dated the 31st day of December A.D. 1884, we do, upon actual view, appraise the same as follows viz: About 500 rods of Drain Tile @ 25¢ per rod, total valuation $125.00. This 31st day of December A.D. 1884.

Mathew Lingrel
Walter Waterman } Appraisers.

Undertaking

Geo. W. McBeck
vs
Merlin Benton et al
} The State of Ohio Union County ss. Court of Com. Pleas.

Whereas, George W. McBeck has caused an order for delivery of the following goods and chattles, to-wit: About 500 rods of Drain Tile, to be issued out of the Court of Common Pleas within and for the County of Union in a cause now pending in said Court of Common Pleas, wherein the said Geo. W. McBeck Plaintiff and Merlin Benton et al Defendants, and whereas, the said order was delivered to J. Hobensack, Sheriff of said County, and the said Sheriff has taken said goods and chattles and the same have been valued by two responsible persons, under oath at the sum of $125.00. Now, therefore, I Geo. W. McBeck undertake to the said Merlin Benton and F.M. Tallman Defendants in said action in the penal sum of Two Hundred & Fifty Dollars that the said Geo. W. McBeck shall duly prosecute his action aforesaid, and pay all costs and damages which may be awarded against him.

Geo. W. McBeck.

Signed in my presence, and approved by me this 31st day of December A.D. 1884.

J. Hobensack Sheriff

Sheriff's Return

According to the command of the within order, I have taken the within named goods and chattles, and have caused the same to be valued by the oaths of Mathew Lingrel and Walter Waterman to responsible men of said County, whose valuation in writing is herewith returned, and I have delivered the said goods and chattles to the said Plaintiff and have taken the undertaking of George W. McBeck in

Answer

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the sum of $250 00 which undertaking is herewith returned
Sheriff's Fees $8.00. Given under my hand this 31st day
of December A.D. 1884.

J. Hobensack, Sheriff.

Answer

On the 28th day of May 1885 an Answer was filed with the
Clerk of said Court, to-wit:

George M. McPeck
vs
Merlin Benton et al
} Union County Court of Common Pleas.

Now comes Merlin Benton, Defendant, and
for answer to the petition of the Plaintiff says he denies each
and every allegation in Plaintiff's petition except that William
Haines manufactured said file.

2d For further answer, defendant says that Plaintiff, George M.
McPeck is estopped from maintaining his said suit herein
for the following reasons, to-wit: The Plaintiff and his agent
William Haines were both notified of the fact that said tile in
the controversy were levied on and about to be sold as the
tile of William Haines at the suit of said Merlin Benton vs Wil-
liam Haines on a judgment in favor of said Merlin Benton on
the docket of Esq. Baldwin J.P. of Washington Township Union
County, Ohio. and stood by at the sale and allowed the same
to be sold as the property of William Haines to the said Def-
endant, Merlin Benton. The Defendant therefore asks
judgment against said George M. McPeck for his dam-
ages herein in the sum of Two Hundred Dollars and
for all proper relief.

Porter & Porter Attys for Defendant

State of Ohio Union County ss. Merlin Benton being duly
sworn says the facts and allegations in the foregoing
answer are, as he believes, true.

Merlin Benton

Sworn to and subscribed by the said Merlin
Benton before me this 28th day of May A.D. 1885.

Seal

J.S. Bungner, Clerk.

On the 4th day of June 1885 a Reply was filed with the
Clerk of said Court, to-wit:

Reply

George M. McPeck.
vs
Merlin Benton et al
} Court of Com. Pleas, Union County, Ohio.

The Plaintiff for reply to Defendants
second defence of his answer says he denies the allega
tions of said defence

Robinson & Piper Attys for Pltff.

The State of Ohio Union County ss. Geo M. McPeck being duly
sworn says he believes the allegations of the foregoing
reply are true.

Geo M. McPeck.

Sworn to before me and signed in my presence

this 4th day of June 1885.
(Seal) J.D. Burgner, Clerk. By W.M. Winget Deputy.

On the 28th day of October 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

George M. McPeck. Plaintiff
vs
Merlin Benton et al Defendants } Jury Trial.

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit: John R. Taylor, John Moore, Joseph Hutchinson J.H. Kyle, A. Mayfield, S.B. Childs, Oliver Shaw, A.H. Evans, L.B. Herd A.K. Minthorn, Philip Hawse and John Hendrix who being duly empannelled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of the parties, or discharged by the Court, and after hearing the testimony, arguments of Counsel, and charge of the Court the said Jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, to-wit:

The State of Ohio, Union County ss. October Term. A.D. 1885.
To-wit: Oct. 28th 1885. George M. McPeck Plaintiff vs Merlin Benton et al Defts.

We, the jury in this case, being duly impannelled and sworn and affirmed do find and say that we find, for the Plaintiff and assess his damages at twenty five cents (25/100).

J.R. Taylor. Foreman.

Afterward on the 13th day of Nov 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry.

George M. McPeck
vs
Merlin Benton et al

The jury in this case having on a former day of this Term brought in a verdict of 25 cts damages in favor of Plaintiff and no motion for a new trial having been made it is therefore considered and adjudged by the Court that the Plaintiff recover of the Defendant said sum of 25 cts so found due by the jury together with his costs herein expended taxed to $

Attest: J.D. Burgner Clerk.

Pleas before his Honor John A. Price 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 of the 3d Sub Division of the 10th Judicial District of the State of Ohio, on the 14th day of April in the year of our Lord One Thousand Eight Hundred and Eighty four. Heretofore, to wit: on the 26th day of January 1884 the following Petition was filed with the Clerk of said Court, to wit:

Petition #445

Margaret McElderry. Plaintiff.
vs
Jonas Figley et als. Defendants } Court of Com. Pleas Union Co. Ohio.

The Plaintiff, Margaret McElderry says: That on the 12th day of October A.D. 1877 the Plaintiff obtained judgment in this Court of Common Pleas of Union County Ohio against the Defendant, Jonas Figley, for the sum of $295.00 and costs. That said cause was taken by said Defendant to the District Courts of said County on Petition in Error where the Plaintiff remitted by agreement with said Defendant $145.00 of said judgment by said agreement was affirmed as to $150.00 & costs. The said Defendant paid $8.92 the original costs in said Courts but the judgment otherwise remains in full force unpaid and unreversed.

On the 10th day of Nov. 1880 the Plaintiff caused a writ of Execution to issue on said judgment of $150.00 to the Sheriff of said County who on the 22d day of Nov. 1880 levied on a large amount of Personal Property previously mortgaged by said Jonas Figley out of which said Sheriff could make nothing and thereupon he also levied upon the following real estate owned by said Jonas Figley to-wit: Situated in the County of Union in Survey No 5289. Beginning at an ash & two sugars North West corner to survey No 3234, thence with the north line of said Survey S 83° 35' E. 92½ Poles to a stake, thence N. 83° 25' W. 92½ Poles to a stake, thence S. 6° 25' E. 86½ Poles to a stake, thence N. 83° 25' W. 92½ Poles to a stake, thence S. 6° 25' W. 86½ Poles to the beginning containing 50 acres more or less.

Also a parcel in same County in Survey No 3237. Beginning at a sugar & ash North west corner of said survey, thence running with the line of said Survey correcting the course thereof. S. 70° 40' W. 156 Poles to a stake in the center of Bokes creek, thence down the Creek in the center thereof. N 48 E. 14 Poles, thence N. 41 E. 20 Poles thence S. 60 E. 18 Poles to a stake in the center of said Creek, thence N. 7° 40' E. 156 Poles to a beech & two sugars in the North line of said survey, thence with Survey line correcting the course. N 83° 10' W. 76 Poles & 18 Links to the beginning. Containing 65 acres more or less. There were $4.00 costs made on said writ which remains unpaid. (see Ex Dock K. Page 480.)

said levy on said land remains in full force but the Defendant and others under his authority have disposed of most if not all of said personal property.
The following persons claim to have some claim on said land to-wit. Wm. H. Robb as Trustee of Margaret F. Figley. Also Filla C. Cahill. Also Margaret F. Figley wife of said Jonas Figley Also James Kenton. Also Charlotte Brooks. Also John C. Southard, and the amounts which may be due to them or either of them, the Plaintiff is unable to state.
The Plaintiff asks that all of said persons be made Defendants and they each answer, setting forth what claim they may have on said real estate and at what dates their liens attached to said lands, what payments have been made on them said claims & the dates of such payments. and what was the consideration of the mortgages upon which they claim a lien on said land.
The Plaintiff asks that said land may be sold to pay her said judgment which has been a lien on said land since the 12th day of October 1877. and that such other relief may be granted her as law and equity may require.

Robinson & Piper Attys for Plaintiff.

The State of Ohio Union County ss. Margaret McElderry being duly sworn deposes and says she is the Plaintiff in this cause & that she believes the allegations of the foregoing petition are true.

Margaret McElderry

Sworn to before me and signed in my presence by Margaret McElderry this day of Dec. 1883

L.D. Knight J.P.

Praecipe — To the clerk. Issue Summons. Endorse: "Petition for Order of sale of Real Estate and pay liens"

Oct the 26th day of Jan 1884 a 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 commanded you to notify Jonas Figley Margaret F. Figley. Wm H. Robb. Filla C. Cahill. James Kenton. Charles Brooks & John C. Southard. that they have been sued by Margaret McElderry in the Court of Common Pleas of Union County, and that unless they answer by the 23d day of Febuary. A.D. 1884 the petition of said Margaret McElderry 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 4th day of February A.D. 1884.

Witness my hand and the seal of said Court this 26th day of January, A.D. 1884.

(Seal)

J.L. Burgner, Clerk.

Petition for sale of Real Estate to pay liens.

Sheriff's Return — The State of Ohio Union County s.s. Received this writ

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January 26th A.D. 1884 at 4 oclock P.M. and pursuant to its command on the 2d day of February A.D. 1884. I served the same by delivering a true copy of this writ with endorsements thereon to the within named Jonas Figley, Margaret J. Figley, Wm H. Robb, Tilla E. Cahill & John E. Southard, the within named Charles Brooks & James Kenton not found in my county.
Service 90c Mileage $7.20 Copies $1.40 = $9.50

John Hobensack, Sheriff.

Afterward on the 30th day of April 1884 the following entry was made on the Journal of said Court, to-wit:

Entry.

Margaret McElderry }
vs }
Jonas Figley et al }

This day came on this cause to be heard by the Court whereupon the Court being fully advised in the premises do find the allegations of the petition to be true & that there is due to the Plaintiff from the defendant Jonas Figley the sum of One Hundred & Fifty Dollars with interest thereon from October 12th A.D. 1877 besides costs as alleged in said petition which was the judgment then obtained against him & which sum the Court find was a lein from said Oct. 12th 1877 prior & better lein than all the other leins on said lands which have been created thereon since that date. It is therefore considered, ordered and adjudged by the Court that unless said Jonas Figley shall within ten days pay said One Hundred & Fifty Dollars with interest thereon from the 12th day of October 1877. together with the remaining costs on said judgment & the costs of this proceedings that an Order of Sale issue to the Sheriff of this County commanding him to appraise, advertise and sell according to law the land in said petition described to satisfy said Plaintiffs said claim and that the same be and remain a lein on said premises prior & better than any claim or lein of Margaret J. Figley & W.H. Robb as her trustee & of Tilla E. Cahill & John E. Southard on said land and as to the order of leins between said defendants this cause is continued.

On the 12th day of Jan. 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe

Margaret McElderry }
vs }
Jonas Figley et al }

Court of Com Pleas Union County, Ohio.
Marysville Jan. 12th 1885.

To the Clerk of said Court: Issue order of Sale in the above case. Margaret McElderry vs Jonas Figley et al returnable according to law.

Robinson & Piper Attys for Pltffs.

On the 12th day of January 1885 an 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 and for said County, on the 30th day of April A.D. 1884 in the cause of Margaret McElderry Plaintiff and Jonas Figley Defendant the said Margaret McElderry obtained a judgment or decree against the said Jonas Figley the sum of One Hundred & Fifty Dollars and Dollars costs of suit: And whereas, it was then and there by said Court ordered adjudged and decreed that the said Jonas Figley shall within 10 days from the 30th day of April A.D. 1884 pay unto the said Margaret McElderry the said sum of One Hundred and Fifty Dollars with interest from the 12th day of October A.D. 1877 at the rate of 6 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in Plaintiffs petition &c. And whereas the 10 days aforesaid have fully expired and the said sum of $150.00 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell as aforesaid, the following lands and tenements, to-wit: Situated in the County of Union and State of Ohio, bounded and described as follows: 1 Survey No. 6289. Beginning at an ash and two sugars North west Corner to survey No. 3234, thence with the north line of said survey S. 83° 35' E. 92½ Poles to a stake, thence N. 83° 25' W. 92½ poles to a stake; thence S. 6° 25' E. 86½ poles to a stake; thence N. 83° 25' W. 92½ Poles, thence S. 6° 25' W 86½ poles to the beginning Containing 50 acres more or less.

Also a parcel in same County, in Survey No. 3237. Beginning at a sugar and ash North west corner of said Survey, thence running with the line of said Survey correcting the course thereof S. 70° 40' 156 poles to a stake in the center of Bokes creek, thence down the creek in the center thereof N. 48 E. 14 poles. thence N. 41° E 20 poles. thence S. 60 E. 18 Poles to a stake in the center of said creek. thence N. 7° 40' E. 20 poles. thence S. 60 E. 18 poles to a stake in the center of said creek. thence N. 7° 40' E. 156 poles to a beech and two sugars in the north line of said survey, thence with the survey line correcting the course N 83° 10' W. 76 poles and 18 links to the beginning. Containing 65 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 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

Sheriff's Return

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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 our said Court, at Marysville, Ohio. this 12th day of January A.D. 1885.

Seal

J.D. Burgner, 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 13th day of January 1885 summon Nat Brooks, Isaac Sigler and Joseph M. Russell, 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 13th day of January A.D. 1885 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 $48.00 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 13th day of Jan. 1885 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 14th day of February A.D. 1885 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 14th day of February A.D. 1885 at the time and place above mentioned, proceed to offer said lands and tenements at public sale.

Not sold for want of bidders.

Sheriffs Fees $6.40, Appr's Fees $3.00 Printers Fees $14.50

M. Hopkins Sheriff By A. Goodin Dep'ty

Attest: J.D. Burgner Clerk.

Pleas before his Honor John A Price 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 of the 3d Sub Division of the 10th Judicial District of the State of Ohio on the 19th day of February in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore to-wit on the 18th day of January 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4682.

S. J. Wooley Plaintiff
vs
E L Kilbury and
J. F. Kilbury Defts.

} Court of Common Pleas, Union County, Ohio.

Plaintiff says: On the 26th day of Feb. A.D 1881 he rented to the Defendants, E L Kilbury & J. F. Kilbury certain fields on Plaintiff's farm situate in Brown Township, Franklin County, Ohio, amounting to 77 acres, for first year and for the succeeding years one Hundred and two ~~Dollars~~ and also House & Lot containing about 1½ acres. For said lands, said Defendants were to pay five dollars per acre and for the House & Lot they were to pay the sum of Fifty Dollars per year. A copy of the Article of Agreement entered into on that day aforesaid, is hereto attached marked "A" and made a part hereof. Said Defendants entered upon the said premises and used same under said agreement for three years. In addition to the matters provided for in said agreement the said defendants used Pasture of Plaintiff for 5 cattle for two months, cut two large Oak trees on said premises and used also Seventy five bushels of Plaintiffs wheat as seed in putting in Crop of wheat on said premises all of which matters including rents and payments made on same are fully set forth in account between Plaintiff and Defendants hereto attached Marked "B" and made a part of this petition. Plaintiff says there is a balance due him from the said Defendants on said account by reason of the premises in the sum of Six Hundred and Thirty eight Dollars. which he claims with interest $20.00 from March 1st 1882. interest on $491.00 from March 1st 1883. interest on $75.00 from Nov. 1st 1881 and interest of $52.00 from March 1st 1883 and for which he asks judgment.

Robinson & Piper Attys for Pltff.

State of Ohio Union County ss. S. J. Wooley being duly sworn according to law. says the facts stated and allegations in his foregoing petition are, as he verily believes, true.

S. J. Wooley.

Sworn to before me by S. J. Wooley and by him subscribed in my presence this 22d day of September A.D 1884

Seal

J. B. Burgner, Clerk.

Praecipe. To Clerk ... to the Sh... able acco... dred & Fi... 1882 inter... 1881 inter...

Article of Agreemt "A"
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Praecipe. To Clerk: Issue Summons upon above Petition directed to the Sheriff of Union County, Ohio. for Defendants. returnable according to law. Endorse amount. claimed. Six Hundred & Thirty Eight Dollars with interest on $200 from March 1st 1882 interest on $491. from March 1st 1883, interest on $75.00 from Nov 1st 1881 interest on $52.00 from March 1st 1883.

Robinson & Piper Attys for Plaintiff.

Article of Agreement "A"

Brown Tp. Franklin Co. Ohio. February 26th 1881.

S. J. Wooley rents to E.L. and J.T. Kilbury the house west of the Red orchard with the orchard at the house and with the pasture field containing the woods, orchard and pasture about fifteen acres with the house, and the said Wooley to put up a stable by the 1st of April next all for which E.L. & J.T. Kilbury agrees to pay to S.J. Wooley fifty dollars per year. Also rents the field north of the house containing 27 acres at five dollars per acre for the plow land and four dollars per acre for the pasture. Also the field at the South East corner adjoining pasture as far east as the turn row, at five dollars per acre. the rough feed to be fed on the farm, rent to be paid first of each March, after this year Kilbury is to have the field north adjoining the pike and released from the one in the South East corner and also to have the field as far South as pasture after this year. Wooley to furnish lumber such as he can saw, for the purpose of putting up a room adjoining the house, also the said Wooley to furnish materials for fences. S.J. Wooley rents the above to the said Kilbury the present year with the privilege of five years, the said Wooley to furnish a feed lot of needed Wooley to furnish sawed boards to the room to be put up at the house.

S.J. Wooley.
E.L. Kilbury
J.T. Kilbury.

Account "B"

Hilliard, Ohio. April 1st 1884.

E.L. Kilbury and J.T. Kilbury in account with S.J. Wooley Dr.

1st Year. March 1st 1882 To rent of 42 acres land on S.E. cor. Wooley farm at $5.00 per acre. $210.00
Field of 27 acres at $5.00 per acre. 135.00
House & Lot. 12 acres 50.00 $395.00
2d Year. March 1st 1883. To rent of 70 acres land on said Wooley farm North of house. $350.00
Field South of house. 32 acre @ $5.00 per acre. 160.00
House & Lot. 50.00 $560.00
3d Year. To rent same as second year $560.00
Summer 1882 To pasturing 5 cattle 2 mos @ $1.50 per mo. $15.00
Winter of 1882. To two large oak trees cut on said farm & used by said Kilbury $20 each $40.00 $55.00
Summer '82 To team 2 days. Moving rails, with hand $15.00
Fall of 81 To 75 bushells seed Wheat @ $1.00. 75.00
$1650.00

Cr.

March 1st 1882 Paid on Mort. $375.00
" " 1883 " " " 69.00
" " 1884 " " By Henry Bleonwiss 568.00 $1012.00
Balance due $38.00
$1050.00

On the 18th day of January 1885 a 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 E.L. Kilbury and T.T. Kilbury that they have been sued by D.J. Hooley in the Court of Common Pleas of Union County and that unless they answer by the 7th day of February A.D. 1885 the Petition of said D.J. Hooley 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. 1885.

Witness my hand and the seal of said Court, this 18th day of January A.D. 1885. at Marysville O.

J.S. Burgner Clerk.

Amount claimed $638.00 and int. as follows. at 6 per cent. On $20. from March 1st 1881. On $491.00 from March 1st 1883. On $75.00 from November 1st 1881. On $52.00 from March 1st 1883.

Sheriff's Return. The State of Ohio Union County ss. Received this writ Jan. 18th A.D. 1885 at 8 o'clock P.M. And pursuant to its command on the 16th day of January A.D. 1885 I served the same by delivering to each of the within named E.L. Kilbury & T.T. Kilbury a true copy of this writ with the endorsements thereon. Service 45¢ Mileage $2.08 Copies 40¢ = $2.93

Marion Hopkins Sheriff.

On the 30th day of January 1885 an Answer was filed with the Clerk of said Court, to-wit:

Answer. D.J. Hooley, Plaintiff vs E.L. Kilbury and T.T. Kilbury Defendants } Court of Common Pleas, Union County O.

II First ground of defense: The said T.T. Kilbury for his separate answer to Petition of Plaintiff denies that he on the 26th day of February 881 in connection with the said E.L. Kilbury rented certain fields on Plaintiffs farm amounting to Seventy seven acres for the first year as claimed by Plaintiff in his petition. That on the contrary this defendant avers that the total amount so rented for said first year excepting said house and lot, was only 62 acres, 3 roods & 27 perches by actual measurment, and that the amount of plow-land was only about 56 acres. The defendant further denies that they for the succeeding year rented of Plaintiff or used One Hundred & two acres of ground as Plaintiff claims, but avers that the total amount for the second year, excepting said house and lot, was only 95 acres, 2 roods & 35 perches, and of this over

three acres was not plow land. This defendant denies that he rented or used any portion of the Plaintiffs land during said third year, and denies the rent item, charged to Defendant for said third year. Defendant denies the items mentioned in Plaintiffs petition and set up in the account attached to the petition as to pasturing five cattle, cutting two large oak trees, the item for seed wheat, and the item for two days mowing rails.

Defendant further denies that Plaintiff has given him full credit for all payments made by this defendant and the said E.L. Kilbury to plaintiff on this rent matter, but on the contrary said E.L. & J.T. Kilburry have paid to plaintiff two hundred and ninety nine $^{02}/_{100}$ dollars more than is shown by plaintiffs petition. Defendant further denies the charge for the said third year of five hundred and sixty dollars, and Defendant denies each and every allegation in said petition not herein admitted.

II Second ground of defense. This defendant further says, that he is not indebted to Plaintiff on account of the rent of said premises in any sum whatever, because he says, at the end of the second year, said E.L. Kilburry who managed said premises entirely himself, was in bad health, and was compelled in consequence of bad health to leave the premises, and this Defendant and said E.L. Kilburry were about to rent said premises for the remaining years of the five to other parties, and Plaintiff knowing this fact and being desirous that one Henry B. Converse should be the purchaser of the balance of said term under said lease, agreed and bound himself, that if the said J.T. and E.L. Kilburry should sell out to said Converse on the same terms that the Defendants held the same, that Plaintiff would release this defendant from all existing future liability on said lease and look to said E.L. Kilburry alone for the balance that might then be owing to him, said E.L. Kilburry being & was amply solvent. This Defendant and said E.L. Kilburry agreed to this proposition, accepted the same and did rent said Premises to said Converse for the remainder of said term and on the same terms on which defendants held the same and as desired by Plaintiff.

III Third ground of defense. The Defendant further says that Plaintiff and said E.L. Kilburry at the end of said two years had a full settlement between them relative to the rent, and it was then found and agreed by said parties that the amount due to Plaintiff was $157.01 and no more, and this amount, as this Defendant is advised and charges, said E.L. Kilburry was then ready to pay, and offered to pay the same to Plaintiff, and made a tender of the same to him, but Plaintiff refused to accept said payment.

Porter & Porter Attorneys for Dfft.

J.T. Kilburry being sworn, makes oath, that the facts stated in the foregoing Answer are true, as he believes.

J.T. Kilburry

Sworn to by J.T. Kilburry before me, and signed by him

in my presence this 30th day of January A.D. 1885.
(Seal) Frank N. Hamilton Notary Public.

Answer

On the 7th day of February 1885 an Answer was filed with the Clerk of said Court, to-wit:

S.J. Hooley Plaintiff
vs
E.L. Kilbury and
J.T. Kilbury Defendants
} Court of Com. Pleas, Union County, Ohio.

I First ground of defense: The said E.L. Kilbury for his separate answer to petition of Plaintiff denies that he on the 26th day of February 188 in connection with the said J.T. Kilbury rented certain fields on Plaintiff's farm amounting to Seventy seven acres for the first year as claimed by Plaintiff in his petition. That on the contrary this Defendant avers that the total amount so rented for said first year, excepting said House and Lot, was only 62 acres, 3 roods, and 27 perches by actual measurment, and that the amount of plow land was only about 56 acres. The defendant further denies that they for the succeeding year rented of Plaintiff or used One Hundred & 10 acres of ground as Plaintiff claims, but avers that the total amount for the second year, excepting said house & lot, was only 95 acres, 2 roods and 35 perches, and of this over three acres were not plow-land. This Defendant denies that he rented or used any portion of the Plaintiff's land during said third year, and denies the rent item charged to Defendant of said third year. Defendant denies the items mentioned in Plaintiff's petition, and set up in the account attached to the petition as to pasturing five cattle, cutting two large oak trees, the item for seed wheat, and the item for two days moving rails.

Defendant further denies that plaintiff has given him full credit for all payments made by this defendant, and the said J.T. Kilbury to Plaintiff on this rent matter, but on the contrary said E.L. & J.T. Kilbury have paid to Plaintiff two hundred & ninety nine & 100 dollars more than is shown by Plaintiff's petition

Defendant further denies the Charge for rent for said third year for Five Hundred & Sixty Dollars. And Defendant denies each and every allegation in said petition not herein admitted.

II Second ground of defense: This Defendant further says that Plaintiff and said J.T. Kilbury at the end of said two years had a full settlement between them relative to the rent, and it was then found and agreed by said parties that the amount due to Plaintiff was $157.01 and no more and this amount this defendant was then ready to pay, and offered to pay the same to Plaintiff. and made a tender of the same to him, but Plaintiff refused to accept said payment. The account which said parties agreed upon and settled according to, is hereto attached Marked "A" and made a part of this answer.

This answering defendant therefore admits that he is indebted to the Plaintiff in said sum of $157.01 but avers that the Plaintiff is not entitled to interest on the same because of said offer to pay and refusal to accept, and defendant denies.

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that he is indebted to plaintiff in any further sum whatever And Defendant denies each and every allegation except such as are herein admitted.

Porter & Porter Attys for Defts.

E.L. Kilbury being sworn, makes oath that the facts stated in the foregoing Answer are true, as he believes.

E.L. Kilbury.

Sworn to by E.L. Kilbury before me, and signed by him in my presence this 7th day of Feb. A.D. 1885.

J.P. McDowell J.P. Jerome Jp.

Afterward on the 23d day of February 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry.

S.J. Hooley, Plaintiff
vs
E.L. Kilbury et al Defts

Now came the parties hereto by their attorneys and the Defendant E.L. Kilbury having admitted in his answer that he was indebted to the Plaintiff in the sum of One Hundred Fifty seven & 1/00 Dollars. It is therefore considered by the Court herein that the Plaintiff S.J. Hooley recover from the Defendant E.L. Kilbury the said sum of One Hundred and Fifty seven & 1/00 Dollars ($157.01) so admitted to be due together with his costs in this behalf expended, this judgment to be without prejudice to balance of this claim and whole claim against T.T. Kilbury. As to the balance of Plaintiffs claim this cause is continued.

On the 18th day of March 885 a Reply was filed with the Clerk of said Court, to-wit:

Reply.

S.J. Hooley Plaintiff
vs
E.L. Kilbury and
T.T. Kilbury Defendants

} Court of Common Pleas. Union Co Ohio.

The Plaintiff for reply to Defendants answers says he denies that any payments were made to him other than credited to him in his petition. He also denies all the allegations of said answer as to his taking said Converse for the Rent & he denies all the allegations of settlement with defendants and deny that defendants or either of them tendered him $157.01 or any other sum of money & he denies that he ever released said T.T. Kilbury from his liability on said lease. Therefore Plaintiff Asks judgment as he did in his original Petition

Robinson & Piper Attys for Pltff.

The State of Ohio } ss. County } S.J. Hooley, Plaintiff, being duly sworn deposes and says he believes the allegations of the above Reply are true in substance & in fact.

S.J. Hooley

Sworn to before me and signed in my presence this 24th day of February 1885.

Seal

Thos. H. Thacker a Notary Public Franklin Co O.

Afterward on the 9th day of November 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry

S. J. Wooley Plaintiff }
vs
E. L. Kilbury et al Defts }

And now came the parties hereto by their attorneys and the said J. T. Kilbury now admitting that he is indebted to the Plaintiff in the sum of One Hundred & Seventy five dollars with interest from this date. It is considered by the Court herein that the Plaintiff S. J. Wooley recover from the Defendant J. T. Kilbury the sum of One Hundred & Seventy five Dollars so admitted to be due with interest from this date (this amt includes the judgment rendered against E. L. Kilbury at last May Term of this Court.) together with his costs in this behalf expended Stayed to #.

Attest: J. D. Burgner, Clerk.

Clear before his Honor John A. Price, 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 of the 3d Sub Division of the 10th Judicial District of the State of Ohio, on the 19th day of October in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit: on the 20th day of August 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition #867

Lenora McCafferty Plff }
vs } Court of Com. Pleas, Union County, Ohio.
James McCafferty Defft }

The Plaintiff says: That she is a resident of Union County, Ohio. and has been a resident of said State of Ohio for more than three years last past.

That she was lawfully married to the Defendant James McCafferty on the 30th day of December A.D. 1881 in Champaign County of said State and has always conducted herself toward Defendant as a dutiful wife.

That from the time of said marriage with the said Defendant he has been guilty of gross neglect of duty towards this Plaintiff in this, to-wit: That about 4 or 5 weeks after said marriage the said Defendant abandoned the Plaintiff and refused to provide her with a home of any kind or with the ordinary necessaries of life such as food or clothing.

That Defendant and herself have not lived together since the Defendant abandoned her in 1881 or the first of 1882, and that she has been compelled to support herself by her own labor.

The Plaintiff therefore asks that she may be divorced from the said John McCafferty and that she may be restored to her maiden name of Nora Brooks. and for all proper relief.

D. T. Ayers Atty for Plff.

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State of Ohio Union County ss. D.H. Ayers being first duly sworn says he is the Attorney of the above named Lenora McCafferty. that he is informed and believes the residence of the above named defendant is unknown and cannot with reasonable diligence be ascertained.

D.H. Ayers.

Sworn to before me and signed in my presence this 20th day of August A.D. 1885

Seal

J.S. Burgner, Clerk.

On the 20th day of October 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Pub.

Lenora McCafferty Pltff
vs
James McCafferty Deft

} Court of Com. Pleas Union County, Ohio.

The Defendant in the above entitled case whose place of residence is unknown, will take notice that on the 19th day of August A.D. 1885 the said Lenora McCafferty filed her petition against him in said Court, charging him with gross neglect of duty, and praying that she may be divorced from the said James McCafferty. That unless he answers by the 17th day of October A.D. 1885 a decree of divorce be taken against him.

By D.H. Ayers Atty for Pltff

Lenora McCafferty.

A.R. Beightler being duly sworn says he is the Editor of the Marysville Times a weekly newspaper published in Marysville, Union County, Ohio. and having a general circulation therein, and that the annexed advertisement was published in said newspaper Six consecutive weeks, the first insertion being on the 29th day of August 1885 and the last on the 3rd day of October 1885.

A.R. Beightler.

Sworn to and subscribed by A.R. Beightler before me this 20th day of October 1885.

Fees $5.00

J.S. Burgner, Clerk.

Afterward on the 18th day of June 1886 the following Entry was made on the Journal of said Court, to-wit:

Lenora C. McCafferty
vs
James McCafferty

} Entry

Now came the Plaintiff and the Defendant having had due and legal notice of the pendency of this petition by publication in the Marysville Times and having failed to appear, the Court find him in default for Answer or demurrer to said Petition and find that the allegations therein are confessed by him to be true.

The Court also find that 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 hereto were married

as in said petition set forth. The Court further finds upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty as charged by the plaintiff in her petition and that by reason thereof 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 Lenora McCafferty and James McCafferty be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the petitioner be, and she is hereby restored to her maiden name of Nora Brooks. It is also ordered that the Plaintiff pay the costs herein taxed at $

Attest: J. D. Bragg Clerk.

Pleas before his Honor John A. Price 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 19th day of October in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore, to-wit: on the 25th day of July 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4858

Joseph H. Myers and Samuel B. Myers Plaintiffs.

vs.

Elizabeth Price et al, Harvey Price her husband, Catherine Bowers et al, J. H. Bowers her husband, Margaret Gregg, Mary Stockton and William D. Stockton her husband, Almira Hayes and James S. Hayes her husband, William Webb, Catherine J. Allen and Marian Allen her husband Defendants.

Union County Court of Common Pleas.

Your Petitioners, Joseph H. Myers and Samuel B. Myers, said Samuel B. Myers of Union County, Ohio, and Joseph H. Myers of Paulding County Ohio, represent that they have a legal right to and are seized of in fee simple, the undivided 1/5 part each, of the following real estate to-wit: Beginning at a Burr Oak, corner to Asa Robinson's North line W. 83½ E. 80 poles to the center of the County road leading to Common's Mill, thence with the center of said road W. 6° W 60 poles to a stake, thence S 82½ W. 40 poles to a stake from which a sugar tree bears N. 24 W 25 links; thence N. 6¼ W. 60 poles to a stake, witness 3 hickories, one 18 inches in diameter bears N. 44½ E. 19 links, one 10 inches in diameter bears S. 52¾ E. 17½ links and the other 8 inches in diameter bears S. 44½ W. 17 links; thence S 82½ W 40 poles to a stake and stone, witness a Black Walnut 8 inches

in diameter N 20¾ W 22½ links, and a hickory 20 inches in diameter bears S 42½ E. 34 links other S. 6¼ E 120 poles to the beginning containing forty five Acres. Also one other tract bounded as follows Beginning at the center of the road from which point a stake one pole distant, is driven in the course S. 84 W and from the stake a red oak marked J.E. 1860 bears North 56 W 7 links said stake supposed to be the N.E. corner of a lot of 5 acres assigned as dower to Angeline Smart now Angeline Jennings. thence with the center of said road from which a stake in the course S 84 W is driven one pole distant, thence from center of the road S 84 W 47½ poles to a stake, thence S 6 E 51 poles to a stake whence a Black Ash 8 inches in diameter N. 30 W 16 links and a hickory 8 inches in diameter bears N 51 E 37 links, thence N. 84 E passing the Southwest corner of said Dower lot at 5 7/10 poles and with the line of said lot to the beginning. whole distance 47 ½ poles. Containing Fifteen Acres. And your Petitioners further represent that Elizabeth Price, Catherine Bowic, Margaret Gregg, Mary Stockton, Almira Hays, William Webb and Catherine T. Allen are tenants in common with the Petitioners & entitled to one tenth part thereof each, except said William Webb & Catherine Allen who are entitled to one twentieth part each and that the Petitioners are entitled to ⅗ each of said estate Said Elizabeth Price, Catherine Bowic & Margaret Gregg are residents of Union County, Ohio. Mary A. Stockton of Lakue, Marion County, Ohio. Almira Hays Melrose, Paulding County Ohio. William Webb, Spencerville Allen County, Ohio. Catherine T. Allen Hutchinson Kansas, and Co. are tenants in common with your Petitioners in said premises. Your Petitioners have and are the legal owners of the shares of their deceased brother William C. Myers by Will dated Nov 26th 1865 which was duly Probated January 21st 1866. And they also further say that they are the owners of all the share and interest in said Real Estate that would have been their sister Caroline Myers by Will dated October 26th 1866 and which was duly Probated January 9th 1867.

Your Petitioners therefore pray that Partition of said lands be made and that the ⅗ of the same belonging to the Petitioners be set off and assigned to them jointly if the same can be done without manifest injury to said parties hents and that such proceedings be had in the premises as authorized by law. &

Joseph W. Kennedy Atty for Pltffs.

State of Ohio Union County ss. Joseph W. Kennedy being first duly sworn says that he is the attorney for the Plaintiffs Joseph A. Myers & Samuel B. Myers that said Joseph A. Myers is a non resident of Union County, Ohio. and absent from the County at this time, and that the facts and allegations of the foregoing petition are as he believes, true.

J.W. Kennedy.

Sworn to by said J.W. Kennedy and by him subscribed before me this 25th Day of July A.D. 1885.

Estab

J.B. Burgner, Clerk, By W.M. Stringer Deputy

Praecipe

On the 15th day of August 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Joseph H. Myers et al
vs
Elizabeth Price et al
} Court of Common Pleas Union County Ohio
Marysville July 5th 1885

To the Clerk of said Court: Issue Summons in the above case directed to the Sheriff of Paulding County Ohio for Almira Hays & James S. Hays returnable according to law.

J.M. Kennedy Atty for Pltff.

Summons

On the 18th day of August 1885 a 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 Paulding Greeting: We command you to notify Almira Hays (Impleaded with Elizabeth Price et al) that she has been sued by Joseph H. Myers and Samuel B. Myers in the Court of Common Pleas of Union County, and that unless she answers by the 19th day of September 1885 the petition of said Joseph H. Myers et al against her 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 August A.D. 1885.

Witness my hand and the seal of said Court, this 8th day of August A.D. 1885

(Seal)

J.S. Bingner, Clerk.

Sheriff's Return

The State of Ohio Paulding County ss. Received this 10th August 19th A.D. 1885 and pursuant to its command on the 21st day of August A.D. 1885 I served the same by delivering to the within named Deft. Almira Hays personally a certified copy thereof with endorsements thereon. Service 30¢ Mileage $2.08 Cop 24 Return & Index 18¢ Postage 04 = $2.84

David Warner Sheriff of Paulding Co. Ohio.

Praecipe

On the 15th day of August 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Joseph H. Myers et al
vs
Elizabeth Price et al
} Court of Common Pleas Union County, O
Marysville July 25th 1885

To the Clerk of said Court: Issue Summons in the above case directed to the Sheriff of Hardin County Ohio, for Mary Stockton and William D. Stockton returnable according to law.

J.M. Kennedy Atty for Plaintiff

Summons

On the 18th day of August A.D. 1885 a Summons was issued by the Clerk of said Court, to-wit:

The State of Ohio, Union County ss. To the Sheriff of Hardin County Greeting: We command you to notify Mary Stockton and William D. Stockton her husband, (Impleaded with Elizabeth Price et al) that they have been sued by Joseph H. Myers and Samuel B. Myers in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of Sept. A.D. 1885 the petition of said Joseph H. Myers et al against them filed in the Clerks Office of said Court, such petition will be taken as true and judgment rendered accordingly.

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You will make due return of this summons on the 31st day of August A.D. 1885. Witness my hand and the seal of said Court, this 18th day of August A.D. 1885

(Seal) J.B. Burgner, Clerk.

Sheriff's Return — The State of Ohio. Hardin County ss. Accived this writ Aug 19th A.D 1885 at 3 oclock P.M. The within named Defendants not found in my bailiwick, Mileage $1.65 Postage 18¢ Return 25¢ = $2.08

Lewis H. Wells Sheriff Hardin Co. Ohio.

Praecipe — On the 15th day of August 1885 a Praecipe was filed with the clerk of said Court, to-wit:

Joseph H. Myers et al
vs
Elizabeth Price et al
} Court of Common Pleas, Union County, Ohio.

Marysville July 25th 1885.

To the Clerk of said Court, Issue Summons to the Sheriff of Allen County, Ohio for William Webb returnable according to law.

J. M. Kennedy Atty for Pltff.

Summons — On the 18th day of August 1885 a 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 Allen Greeting: We command you to notify William Webb. (Impannelled with Elizabeth Price et al) that he has been sued by Joseph H. Myers and Samuel B. Myers in the Court of Common Pleas of Union County, and that unless he answers by the 19th day of Sept. A.D. 1885 the petition of said Joseph H. Myers and Samuel B. Myers 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 31st day of August A.D. 1885. Witness my hand and the seal of said Court, this 18th day of August A.D. 1885.

(Seal) J.B. Burgner, Clerk.

Sheriff's Return — The State of Ohio Allen County ss. Accived this writ August 19th A.D. 1885 and pursuant to its command on the 21st day of August A.D. 1885 I served the same by leaving at this usual place of residence a certified copy of this writ with the endorsements thereon. Service 30¢ Mileage $2.40 Cop. 24 Ret. Doc. & P. 10¢ = $3.04

W. H. Harter Sheriff.

Praecipe — On the 25th day of July 1885 a Praecipe was filed with the Clerk of said Court to-wit:

Joseph H. Myers et al
vs
Elizabeth Price et al
} Court of Common Pleas, Union County Ohio.

Marysville July 25th 1885.

To the Clerk of said Court. Issue Summons in the above case for Elizabeth Price, Harvey Price, Catherine Bowie, J.H.C. Bowie, Margaret Cregs directed to the Sheriff of Union County, Ohio. returnable according to law.

J.M. Kennedy Atty for Pltffs

On the 25th day of July 1885 a 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 Elizabeth Price Harvey Price Katherine Bowie, J. A. Bowie and Margaret Gregg. that they and others have been sued by Joseph A. Myers and Samuel B. Myers in the Court of Common Pleas of Union County and that unless they answer by the 23d day of August A.D. 1885 the petition of said Plaintiffs 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 the day of August A.D. 1885.

Witness my hand and the seal of said Court this 25th day of July A.D. 1885.

Seal J.L. Burgner, Clerk By W.W. Stringer, Deputy.

Sheriffs Return The State of Ohio Union County ss. Received this writ July 25 1885 at 9 o'clock A.M. and pursuant to its commands on the 29th day of July A.D. 1885. I served the same by handing the within named defendants a true copy of this writ with the endorsements thereon. Service 9c Mileage $3.20 Copies $1.00. = $5.10

M. Hopkins Sheriff By A. H. Goodwin Deputy.

On the 3d day of September 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe Joseph A. Myers et al vs Elizabeth Price et al } Court of Common Pleas. Union County. Ohio.

Marysville Sept. 3d 1885

To the Clerk of said Court: Issue summons in the above case directed to the Sheriff of Marion County, Ohio. for Mary Stockton & William D. Stockton, Endorsed Partition of Real Estate asked for, returnable according to law.

J. McKennedy Atty for Pltffs

On the 3d day of Sept. 1885 a 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 Marion Greeting: We commmand you to notify Mary Stockton and William D. Stockton, her husband, that they and others have been sued by Joseph A. Myers et al in the Court of Common Pleas of Union County, and that unless they answer by the 3d day of October A.D. 1885 the petition of said Plaintiffs 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 September A.D. 1885.

Witness my hand and the seal of said Court this 3d day of September A.D. 1885.

J.L. Burgner Clerk. By W.W. Stringer Deputy.

Seal

Action for Partition

Sheriffs Return The State of Ohio Marion County ss. Received this writ Sept. 4th A.D. 1885 at 11 o'clock A.M. Sept 4th 1885 The within named not found within my bailiwick Mileage $2.40 Cop. 32c Return & P. 10c = $2.82

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Praecipe

On the 3rd day of September 1885 a Praecipe was filed with the Clerk of said Court, to-wit.

Joseph H. Myers et al
vs
Elizabeth Price et al
} Court of Common Pleas, Union County, Ohio.
Marysville, Sept 3rd 1885.

To the Clerk of said Court: Issue summons in the above case directed to the Sheriff of Paulding County, Ohio. for James S. Hays. Endorsed Petition of Real Estate asked for, returnable according to law.

J. M. Kennedy Atty of Plaintiff

Summons

On the 3rd day of September 1885 a 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 Paulding Greeting: We command you to notify James S. Hays that he and others have been sued by Joseph H. Myers et al in the Court of Common Pleas of Union County, and that unless he answers by the 3rd day of October A.D. 1885 the petition of said Plaintiff 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 14th day of September A.D. 1885.

Witness my hand and the seal of said Court, this 3rd day of September A.D. 1885.

J. B. Burgner Clerk By W. M. Stringer Dpty

Action for Partition

Sheriff's Return

The State of Ohio Paulding County s.s. Received this writ September 5th A.D. 1885 at 2 o'clock P.M. and pursuant to its command, on the 12th day of Sept. A.D. 1885 I served the same by delivering to the within named Deft. James S. Hays personally a certified copy of this writ with endorsements thereon and returned the same to the within named Courts. Service 30¢ Mileage #2.88 Copy 24¢ Return & Postage 12¢ = #2.74

David H. Parr Sheriff of Paulding Co. O.

Praecipe

On the 14th day of Sept. 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Joseph H. Myers et al
vs
Elizabeth Price et al
} Court of Common Pleas, Union County, Ohio.
Marysville Sept. 14th 1885.

To the Clerk of said Court: Issue summons in the above case to Sheriff of Hardin County for Mary Stockton and William D. Stockton Endorsed, Partition of Real Estate asked for, returnable according to law.

J. M. Kennedy Atty for Pltffs.

Summons

On the 14th day of Sept. 1885 a 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 Hardin. Greeting: We command you to notify Mary Stockton and William Stockton (her husband) that they and others have been sued by Joseph H. Myers et al in the Court of Common

Pleas. of Union County, and that unless they answer by the 17th day of October A.D. 1885 the petition of said Joseph A. Myers et ae 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 Sept. A.D. 1885. Witness my hand and the seal of said Court this 14th day of Sept. A.D. 1885.

J.B. Burgner, Clerk. By W.W. Stinger Deputy.

In action for Partition of Real Estate.

Sheriff's Return

The State of Ohio Hardin County ss. Received this writ Sept. 15th A.D. 1885 at 3 o'clock P.M. and pursuant to its command on the 25th day of Sept. A.D. 1885 I served the same by delivering a certified copy hereof with the endorsements thereon to the within named Mary Stockton. I served the same Sept. 25th 1885 by leaving a certified copy hereof with the endorsements thereon at the usual place of residence of the within named William Stockton. Service 45¢ Mileage $2.70 Copies 50¢ Postage 10¢ Return 25¢ - $4.00. Given under my hand this 26th day of Sept. 1885.

Lewis A. Wells Sheriff of Hardin Co, Ohio.

On the 15th day of Sept. 1885 an Affidavit was filed with the Clerk of said Court to-wit:

Joseph A. Myers et al
vs
Elizabeth Price et al
} Union County Court of Common Pleas.

The State of Ohio Union County ss. J.M. Kennedy being first duly sworn says he is the attorney of record for the Plaintiffs in this case and that Catherine J. Allen is a non resident of the State of Ohio, and that her place of residence is unknown to this Affiant. That he sent a summons to her last known place of residence of said Catherine J. Allen which was returned not found. That the case is one mentioned in Chapter 6th Division 2 of the revised Statute of Ohio.

J.M. Kennedy

Sworn to and subscribed by the said J.M. Kennedy before me this 15th day of September A.D. 1885.

(Seal)

J.B. Burgner, Clerk. By W.W. Stinger Deputy

On the 24th day of October 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Joseph A. Myers et al
Samuel B. Myers, Pltffs
vs
Elizabeth Price et al
} Union County Ohio.
Court of Common Pleas.

Proof of Pub.

Catherine Allen & Marian Allen, her husband of the State of Kansas will take notice that on the 25th day of July A.D. 1885 the plaintiffs Joseph A. Myers and Samuel B. Myers filed their petition in the Court of Common Pleas of Union County Ohio. the prayer of which was for the partition of the following Real Estate, Situate in the County of Union and the State of Ohio, to-wit: Beginning at a burr oak corner to Asa Robinson's

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north line W 83½° E. 80 poles to the center of the County Road leading to Bannan's Mill; thence with the center of said road 6° W. 80 poles to a stake; thence S. 82½° W 40 poles to a stake from which a sugar tree bears N. 24 poles W 20 links; thence N 6¼° W 60 poles to a stake witness three hickories one 10 inches in diameter bears N. 44½ poles E. 19 links, one 8 inches in diameter bears S 52¾ poles E 19 links, and the other 8 inches in diameter bears S. 44½ poles E 17½ links; thence S. 82½° W. 40 poles to a stake and stone witness a black walnut eight inches in diameter N. 20¾ poles W. 22½ links and a hickory 20 inches in diameter bears S 42½ poles E. 34 links other S. 6¼° E. 120 poles to the beginning containing forty five acres.

Also one other tract bounded as follows: Beginning at the center of the road from which point a stake one pole distant is driven in the course S. 84° W. and from the stake, a red oak marked J E. 1860 bears north 56 poles W. 7 links said stake supposed to be the corner of a lot of 5 acres assigned as dower to Angeline Smart now Angeline Jennings; thence with the center of said road from which a stake in the course S. 84 W. is driven one pole distant; thence from the center of said road S. 84° W. 47½ poles to a stake; thence S. 6° E. 51 poles to a stake witness a black ash 8 inches in diameter, bears N. 30 poles W. 16 links, and a hickory 8 inches in diameter bears N 51 poles E. 37 links; thence N. 84° E. passing the southwest corner of said dower lot at 5 7/10 poles, and with the line of said lot the beginning. Whole distance 47⅕ poles. Containing 15 acres, and that said Catherine J Olen is tenant in common with the other parties hereto. and is entitled to the undivided ⅕ part of said real estate, unless they answer by the 24th day of October 1885 said petition will be held as true.

J. M Kennedy Atty for Pltffs

A K Beightler being duly sworn says he is the editor of the Marysville Times, a weekly newspaper, published in Marysville, Union County, Ohio. and having general circulation therein, and that the annexed advertisement was published in said newspaper six consecutive weeks, the first insertion being on the 19th day of September 1885 and the last on the 24th day of October 1885.

A K. Beightler

Sworne to and subscribed by A K. Beightler before me this 24th day of Oct. 1885.

P's Fees $ 8.50

J. L. Burgner Clerk.

Clerk

On the 26th day of October 1885 the following entry was made on the Journal of said Court. to-wit:

Entry

Joseph A Myers and Samuel B Myers. Pltffs
vs
Elizabeth Price et al. Defts

Court of Common Pleas of Union County. Ohio.

Now comes the Plaintiffs by their Attorney J M Kennedy, and their petition thereupon coming on to be heard. The Court finds that all of the Defendants have been duly notified of the pendency and demands

of 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. Therefore the Court finds that the said Joseph H. Myers and Samuel B. Myers are seized of and have a legal right to the undivided one fifth part each of the Estate described in the petition and are entitled to have partition made of said premises: That the defendants are tenants in common with the said Plaintiffs in the said premises in the following proportions, to-wit: That the said Elizabeth Price is seized of and has a legal right to the undivided one tenth part thereof. The said Catherine Bonic to the undivided one tenth part thereof. The said Margaret Meigs to the undivided one tenth part thereof. The said Mary Stockton to one undivided one tenth part thereof. The said Almira Hays the one undivided one tenth part thereof. The said William Webb the one undivided one twentieth part thereof. The said Catherine J. Oller the one undivided one twentieth part 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 Andrew Anderson, Stephen Long and Mathias Haggert three Judicious and disinterested freeholders of the vacinity, 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 Plaintiffs and to each of the said defendants the part and proportion of said estate to which they are hereinbefore severally found entitled.

And of his proceedings herein, the said Sheriff is ordered to make due return forthwith

On the 26th day of Oct. 1881 the following writ of Partition was 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 Andrew Anderson, Stephen Long, and Mathias Haggert you cause partition to be made of the following real estate situate in the County of Union and ~~State of~~ Ohio. Beginning at a Bur oak corner to Asa Robinson N. line W. 83½ E. 80 poles to the center of the county road leading to Canaan Mill, thence with the center of said road N. 6° W. 60 poles to a stake, thence S. 82½ W. 40 poles to a stake from which a large tree bears N. 24 W. 20 links, thence N. 6½° W. 60 poles to a stake & witness three hickories one 10 inches in diameter bears N. 44½ E. 14 links & 10 inches in diameter bears S. 63¾ E. 17½ links and the other 8 inches in diameter bears S. 44½ W. 17 links, thence S. 82½ W. 40 poles to a stake and stone, witness a black walnut 8 inches in diameter N. 20¾° W. 22½ links & a hickory 20 inches in diameter, bears S. 47½ E. 34 links ~~a thence~~ S. 6¾ E. 170 poles to the beginning containing forty five acres. Also one other tract bounded as follows, beginning at the center of the road from which point a stake and pole distant is driven in the course S. 84° W. from the stake a red ash marked J.E. 1860 — N. 56° W. 7 links, said stake supposed to be the N.E. corner of a lot of 5 acres assigned as dower to one Angeline Swart now Angeline Jennings, thence with the center of said road from which a stake in the course S. 84 is driven one pole distant thence from the center of the road S. 84° W. 47½ poles to a stake thence S. 6° E. 5-1 poles to a stake witness a beech ash 8 inches in diameter N. 30 W. 16 links, and a hickory 9 inches in diameter, bears N. 5-1 & 37 links, thence N. 84 E. passing the N.W. corner of said dower lot at 5.7½ poles and with the line of said lot to the beginning the whole distance 47½ poles containing 15 acres, among the persons herein named and in the following proportions to-wit-

To Joseph H. Myers one equal one fifth part. To Samuel B. Myers one equal one fifth part,

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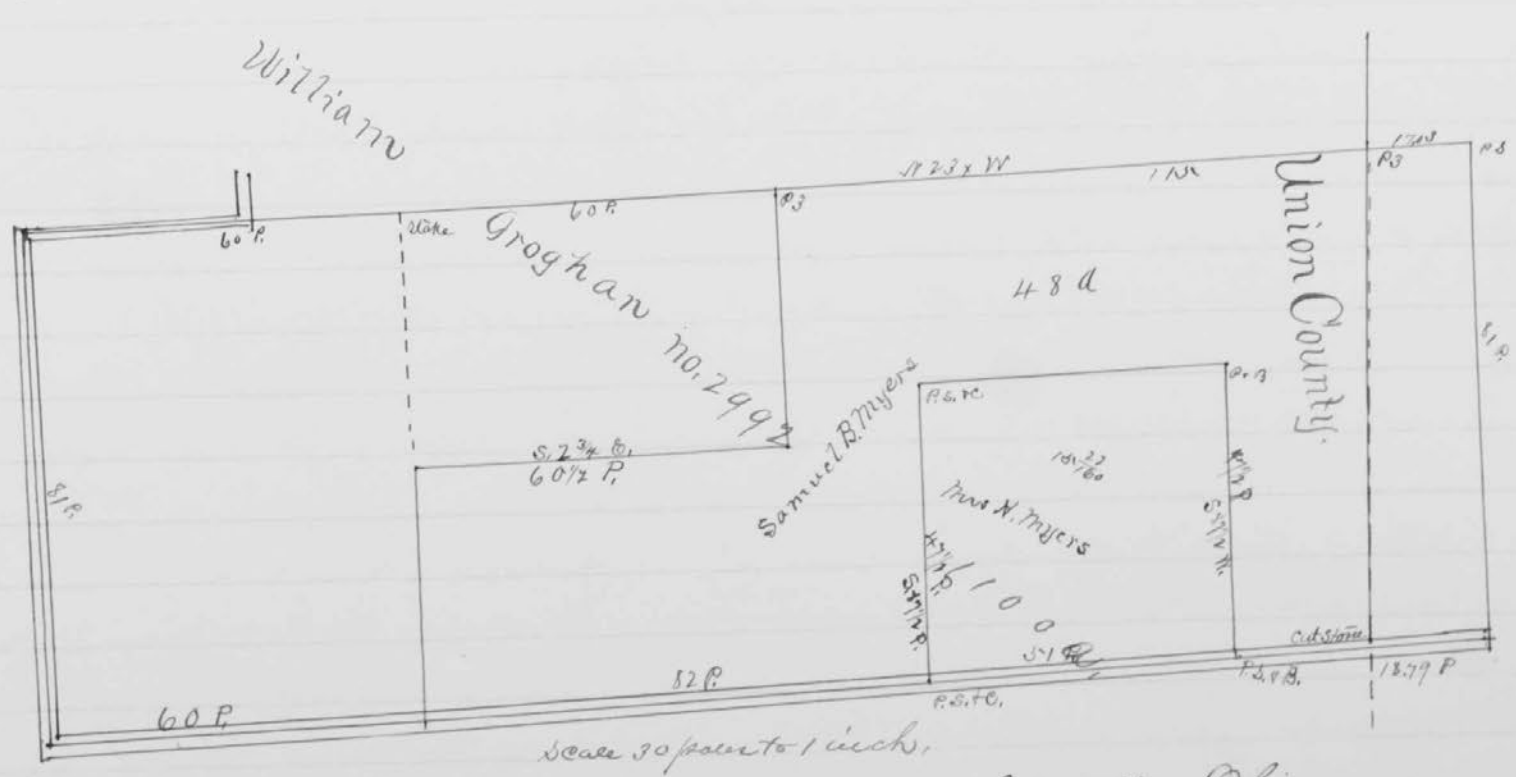
To Elizabeth Elizabeth Price one equal tenth part To Catherine Bonic one equal one tenth part,
To Margaret Crego one equal one tenth part, To Mary Stockton one equal one tenth part,
To Almira Hays one equal one tenth part, To William Webb one equal twentieth part,
To Catherine J. Allen one equal one twentieth part. In pursuance of an order lately made
in our Court of Common Pleas within and for our said County of Union in a certain
petition for partition wherein the said Joseph H. Myers and Samuel B. Myers were petitioners and Elizabeth
Price, Catherine Bonic, Margaret Crego, Mary Stockton, Almira Hays, William Webb & Catharine J. Allen
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 Ohio, this 26 day of Oct. 1886. J. D. Burgner, Clerk.

Sheriff's Return. As commanded by the foregoing writ of Partition I have received the same by the oaths of Stephen Long, Andrew Anderson & Mathias Haggard and said Comr's bring of the opinion that 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 28th day of Oct. 1886. W. Hopkins, Sheriff.

Comr's Report. 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 Comr's after being first duly sworn and upon actual view of the premises, are of opinion that the said lands cannot be divided without manifest injury and we do estimate the value of the same 45 acres @ $41.00 per acre 145 acres at $17- per acre.

New Description. The premises are described from a Survey made by F. J. Sager Nov. 30 1881 as follows:
Situate in the County of Union and State of Ohio & part of U. M. Survey No. 2997 & bounded as follows, Beginning at a stone (witness a Burr Oak) N.W. corner to Richard Bonics land, thence with the N. line of said land N. 86½° E. 81 poles to a stone in the center of the Cranmer Mill road, thence with the center of said road N. 2¾° W. 60 poles to a stone corner to A.B. Myers land. thence S. 86½ W. 41 poles to a stone (witness a large tree) thence N. 2¾° W. 60½ poles to a stone (wit. 3 hickories) thence S. 86¼° W. 40 poles to a stone (witness a black walnut & hickory) corner to A.B. Myers land, thence S. 2¾° E. 120 poles to the beginning, containing 48 acres, Also another tract situate in said County & State and in said Survey No. 2997 bounded as follows, Beginning at a stone in the center of the Cranmer Mill road (wit. a red oak marked C. E. 1860) N.E. corner of a lot of 5 acres assigned as dower to Angeline Smart, thence with the center of said road N. 2¾° W. 51 poles to a stone, thence S. 87½ W. 47½ poles to a stone, thence S. 2¾° E. 51 poles to a stone (wit. a black hickory) thence S. 87½° E. passing the S.W. corner of said dower lot to the beginning; the whole distance 47½ poles, containing fifteen acres and twenty two poles.



Surveyed for S. B. Myers, Mill Creek & Concord Tp. Union & Delaware Counties Ohio
No. 20. 1881 Recorded in the records of the Surveyor of Union County, Ohio, Vol. No. 3 Page 240. F. J. Sager Surveyor U. Co. O.

I hereby certify that the above plat is a correct copy of a Survey made by me
on this 20. day of No. 1881 F. J. Sager Surveyor U. Co. O.

Given under our hands this 24th day of Oct. 1886.

Stephen Long
Andrew Anderson
Mathias Haggard,

Afterward on the 28th day of October 85 the following entry was made on the Journal of said Court, to-wit:

Entry

Joseph A. Myers et al
Samuel B. Myers
vs
Elizabeth Price et al
} Union County Court of Common Pleas.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same. And it appearing that said estate cannot be divided by metes & bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises to-wit in the sum of # The Court find the said return and proceedings in all respects correct and in conformity to law. and do therefore approve and confirm the same, And thereupon neither of said parties electing to take the said premises at their appraised value, on motion of the plaintiff it is ordered that said premises be sold at public auction, and that an order issue therefor to the Sheriff of Union County Ohio.

And the Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

On the 28th days of Oct. 1885 a Praecipe was filed with the Clerk of said Court, to-wit:

Praecipe

Joseph A. Myers et al
vs
Elizabeth Price et al
} Court of Com. Pleas. Union County, Ohio.

Marysville Oct. 28th 85.

To the Clerk of said Court, Issue Order of Sale in Partition in the above case to the Sheriff of Union County Ohio returnable according to law.

J. M. Kennedy Atty for Pltffs.

On the 28th day of Oct. A.D. 1885 an 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: In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the Oct. Term A.D. 1885 in a certain Petition for Partition, now pending in said Court wherein Joseph A. Myers et al are Petitioners and Elizabeth Price et al are respondents, we command you, that without delay, you proceed to sell at Public auction, the lands and tenements in said Petition described, to wit: From a Survey made by F. J. Sage Nov. 30th 1881 as follows: Situate in the County of Union and State of Ohio and part of Virginia Military Survey No 2992. and bounded as follows: Beginning at a stone, (witness a Burr Oak) North west corner to Richard Pounds land, thence with the north line of said land N 86½° E. 81 poles to a stone in the center of the Cannan Mill road; thence with the center of said road N 2¾° W. 60 poles to a stone corner to S. B. Myers land; thence S. 86½° W. 41 poles to a stone (witness a large tree) thence N 2¾° W. 68½ poles to a stone (witness three hickories) thence S. 86¼° W. 40 poles to

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a stone (witness a Black Walnut & Hickory) corner to said S.B. Myers land; thence S. 2 3/4° E. 120 poles to the beginning, containing forty five acres.

Also another tract situate in said County and State and in said Survey No 2992 bounded as follows: Beginning at a stone in the center of the Lanman Mill road (witness a red oak marked S E 861) north east corner of a lot of five acres assigned as dower to Angeline Smart; thence with the center of said road N. 2 3/4° W. 51 poles to a stone; thence S. 87 1/2° W. 47 1/2 poles to a stone; thence S. 2 3/4° E. 51 poles to a stone (witness a black ash and hickory) thence S. 87 1/2° E. passing the South west corner of said dower lot at 5 7/100 poles and with the line of said lot to the beginning, the whole distance 47 1/2 poles, containing fifteen acres and twenty two poles. 15 Acres appraised at $41.00 per acre. 45 acres Appraised at $42.00 per acre. subject to the Dower Estate. and that you proceedings in the premises you make known to our said Court of Common Pleas at their next terms and have you then and there this writ. Witness my hand and the seal of said Court, at Marysville, O. this 28th day of Oct. A.D. 1885:

Seal

J.B. Burgner, Clerk.

Sheriff's Return

As commanded by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of sale in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio: and on the 28th day of November A.D. 1885 at 1 1/2 o'clock 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 W.R. Fox who bid for the first named tract the sum of $36.50 per acre, and J.W. Bonic who bid for the 2nd named tract the sum of $40.00 per acre. said sums being more that two thirds the appraised value: and they being the highest and best bidders were declared the purchasers.

Sheriff's Fees $16.22. Printer's Fees $16.00.

M. Hopkins, Sheriff. Union County.

Proof of Pub.

On the 17th day of December 1885 a Proof of Publication was filed with the Clerk of said Court, to-wit:

Joseph S. Myers, etal
vs
Elizabeth A. Price etal

Court of Com. Pleas Union County S.S.

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 Nov. 28th 1885 at or about the hour of one o'clock P.M. on said day, the following described Real Estate, to-wit: Situate in the County of Union and State of Ohio and bounded and described as follows. Being part of U.M. Survey No 2992 and bounded as follows. Beginning at a stone (witness a Burr Oak) north west corner to Richard Pound's land. thence with the north line of said land N. 86 1/2° E. 81 poles.

to a stone in the center of the Cannon Mill road: thence with the center of said road N 2¾° W 61 poles to a stone, corner to S.B. Myers land; thence South 86½° W 41 poles to a stone (witness a large tree); thence N. 2¾° W. 68½ poles to a stone (witness three hickories); thence S. 86¼ W. 40 poles to a stone (witness a black walnut & hickory) corner to said S.B. Myers land; thence S. 2¾° E. 120 poles to the beginning, containing 45 acres.

Also another tract situated in said County and in Survey No 2992 bounded as follows: Beginning at a stone in the center of the Cannon Mill road (witness a red oak marked J.C. 1868) north East corner of a lot of five acres assigned as dower to Angeline Smart: thence with the center of said road N. 2¾° W 51 poles to a stone, thence S. 87½° W. 47½ poles to a stone; thence S. 2¾° E 51 poles to a stone (witness a blackash and hickory); thence North 87½ E. forming the Southwest corner of said Dower lot at 5 70/100 poles and with the line of said lot to the beginning, the whole distance 47½ poles. Containing 15 acres 22 Rods Appraised at, first tract $42.00 per acre. Second tract $41.00 per acre. Terms of sale— One third cash; one third in one year, and one third in two years. Deferred payments to be secured by mortgage on the premises.

J.M. Kennedy Atty Marion Hopkins Sheriff.

The State of Ohio Union County ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for four consecutive weeks in the "Marysville Tribune" a newspaper of genral circulation in the County of Union, the first publication beginning with Oct. 28th 1885.

L.G. English.

Sworn to and subscribed before me this 17th day of Dec. 1885.

J.B. Burgner, Clerk.

Afterward on the 22nd day of December 1885 the following Entry was made on the Journal of said Court to-wit:

Entry. Joseph A. Myers etal. vs Elizabeth Price etal

On motion of the Plaintiff and on producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been in all respects according to law, the said proceedings and sale are hereby approved and confirmed and the Sheriff is ordered to by deed duly executed, to convey the 45 acres of said premises to the purchaser W.M. Cox in fee simple and to convey to J.W. Bonie by deed duly executed the 15 acre tract described in said petition.

It is further ordered that out of the proceeds of said sale the Sheriff pay first, to the Treasurer of Union County Ohio. # being the taxes and penalties due on said premises.

Secondly: To the Clerk of this Court the costs of this action including a commission of # 58.70 to J.M. Kennedy for his services herein taxed to # 163.65

Thirdly, [illegible] sale to the fifth part notes for t Bonie, Ma tenth par sale to - wi for the de one equa said Ca the note

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Petition 3443. U.S. Al

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Thirdly, and of the residue of the proceeds of the proceeds of said sale to the Plaintiffs Joseph A. Myers & Samuel B. Myers one equal fifth part each to-wit: the sum of $ and also one fifth of the notes for the defered payments. To Elizabeth Price Catherine Bonic, Margaret Gregg, Mary Stockton & Almira Hays one equal one tenth part each of the residue of the money arising from said sale to-wit: $ and one equal tenth part each of the notes for the defered payments. To William Webb & Catherine A. Allen one equal one twentieth each of the money arising from said sale to-wit: $ and one equal one twentieth of the notes for the defered payments.

Attest: J. L. Burgner Clerk.

Pleas before his Honor John A Price, 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 of the 3rd Sub-Division of the 15th Judicial District of the State of Ohio on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty three.

Heretofore to-wit: on the 22d day of August 1879 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 3443.

Francis S. Hoyt, Executor of the Will of Elizabeth Mann, Dec'd. Plaintiff
vs
U. S. Alden Defendant.

Court of Common Pleas. Union County, Ohio.

The said Plaintiff says the said Elizabeth Mann during her life time executed the Will and codicils (a copy of which is herewith filed) which subsequent to her decease were duly admitted to Probate in the County of Union, Ohio & the Plaintiff duly qualified as Executor, the said Garwood having declined to qualify.

That in her will & codicils said Elizabeth Mann made the Trustees of the Ohio Wesleyan University, located at Delaware Ohio, her residuary legatee. That in her said Will and codicils thereto, so duly Probated & in full force said Elizabeth Mann gave to her nephew U. S. Alden, Defendant subject to and on certain conditions hereinafter mentioned, her Real Estate in Milford Center of said County of Union Ohio, on which she resided and more particularly described as follows, viz:

The conditions above referred to are in the words following; viz: That the said Alden shall have, hold & own the said Property without any incumberance whatever to him and his heirs and assigns for ever, Provided always that he shall comply continuously with the following conditions, to-wit: (1) That he shall make no charges

ordemands upon or against my estate for any expenses incured for my maintainance or for any medical attendance upon me. (2) That he shall not sell nor permit to be sold on said premises or property, intoxicating ligniors of any sort distilled or fermented, and (3) That he shall not sell intoxicating ligniors within the limits of the Village of the aforesaid Milford Center In case the said Alden shall refuse or fail to comply with the foregoing conditions the premises or legacy or bequest mentioned in my will & in this codicil for his benefit shall become null and in that case my executors are heeby authorized and directed to pay to him such sum of money as shall be a fair & just equivalent for the improvements which he has made upon the aforesaid premises." The Plaintiff says the said U.S Alden has refused to accept said property on the conditions named in said Will as aforesaid and ever since the decease of said Elizabeth S Mann has used and occupied the said premises & is now using the same & has purposely & without any regard to said conditions used the same as a place for the sale of intoxicating ligniors in said village of Milford Center and upon said premises and upon demand of Plaintiff that he comply with the conditions on which the same was devised to him he has refused to so comply stating that he refuses not to accept the same on the conditions named & that he claims a considerable sum by reason of said Will for the improvements he has made on said Property &c. The Plaintiff says the said defendant hath by his said refusal to comply with said conditions and by his said wilful breach of the same forfeited the right to have & to hold said property as his own & the same therefore passed to the Plaintiff as Executor to distribute or sale under the provisions of said Will subject to the defendants right to have out of said sale the just and equitable value of said improvements subject to such charges for the use thereof as may be lawful on proper settlement with said Estate.

Therefore Plaintiff asks that the Court grant a decree declaring the title to said premises to be in said Plaintiff as Executor and that he be authorized to sell and convert the same into money. That he have the rights of the Defendant in regard to the premises fully established and the possession of said Property given Plaintiff or a Receiver or to whomsoever the same be sold as the Court may find to be best for all concerned and that such other relief may be granted as law and equity may require in the premises.

Robinson & Piper Att'ys

R L Woodburn Atty for Pltff

The State of Ohio Union County ss. R L Woodburn being duly sworn says he is one of the Plaintiffs attorneys in the above cause and the Plaintiff is not present or a resident of said County of Union and he believes the allegations

Praecipe

Answer

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of the foregoing petition are all true.

R L Woodburn

Sworn to before me & signed in my presence this 22d day of August 1879.

W M Winget, Clerk.

Praecipe — To the Clerk: Issue Summons & endorse. "Petition for equitable relief"

Robinson & Piper Atty for Pltff.

On the 22d day of Sept. 1879 an Answer was filed with the Clerk of said Court, to-wit.

Answer

Francis S. Hoyt Executor of Elizabeth Mann, Pltff
vs
U S Alden, Defendant.

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

The said U S Alden for his Answer to the petition in this case says: That the said Elizabeth Mann Decd was his aunt and at the time of her decease was eighty four years of age and at the time of making said codicil was eighty one years old. This defendant and the said Elizabeth Mann had lived together for many years and the defendant had at his own expense fitted up some old buildings that were on the premises in the petition mentioned, and made valuable new improvements to the amount of fifteen hundred dollars and had thus provided for said Elizabeth Mann a comfortable home and treated her with uniform kindness and affection. That on the 31st day of December 1874 this Defendant married and took, with his wife, complete supervision of the said premises and fitted up two good, comfortable rooms for said Elizabeth Mann who was then by reason of her age and infirmity requiring constant care and watchfulness and a large quantity of costly medicines. Said Elizabeth Mann from and after the marriage of this defendant boarded with him & eat at the same table with this defendant and his wife, when able to come out to meals, and when unable this defendants wife prepared and furnished her meals at her room. The wife of this defendant during said time, took charge of and kept in order the rooms of said Elizabeth Mann. This continued from the time of the date of said marriage till the death of said Elizabeth Mann who died on the 5th day of April 1879. This defendant during all that time furnished costly medicines to the said Elizabeth Mann to the amount and value of over fifty dollars per year and during much of the time was put to great expense in procuring hired help to assist in taking care of said Elizabeth Mann. This defendant says the said Elizabeth Mann at the time of said codicil had in contemplation

the payment for said care and maintainance for which she was indebted and would continue so to be until her death and if this defendant did not accept said bequest in payment then of then the same was to be paid out of her estate This defendant says, a reasonable charge for the board and maintainance of said Elizabeth Mann from the date of said marriage to her death would be and is $3.00 per week making $663.00 in all, and for medicines one dollar per week being largely narcotics and stimulents making an additional sum of $280.00. The labor, care, watching and nursing bestowed by the wife of this defendant (with whom this defendant has (or may) lived) and for which he is entitled to payment) for said Elizabeth Mann, is reasonably worth $845.00.

This defendants says that at the death of the husband of the said Elizabeth Mann the old building on said premises were of little value and the whole premises and realty in the petition described was not worth over Five Hundred Dollars and aside from the improvements put on by this defendant is not worth that now, and the just and reasonable charges of this defendant for medicine, maintainance and care as aforesaid largely excuds any interest the said Estate of said Elizabeth Mann has or may have in said premises. This defendant says the total amount that is justly and reasonably due him from the estate of said Elizabeth Mann by reason of the premises and for which he asks payment out of the said estate is Seventeen Hundred and Eighty Eight Dollars and for money paid for digging a grave four dollars with such reasonable interest on the same as may appear.

This defendant asks, that a fair and reasonable value of the said premises, without the improvments of this defendant may be ascertained and deducted from the amount that is due him from said Estate and that the said Estate be credited with that much, and said Executor directed to release and convey all claim to said Estate to and in said premises to this defendant and being now in possession of the same and having the undisputed right to said improvments asks that he be quieted in his title and possession, and if in the opinion of the Court the same may be done in this action, that a finding may be had and decree rendered for this defendant for the balance that may be due him and for all proper relief.

Cameron and Benton Attys for Deft.

State of Ohio Union County ss. U.S. Alden being first duly sworn deposes and says the facts stated and the allegations made in his foregoing answer are, as he believes, true.

U.S. Alden.

Sworn to before me by said U.S. Alden and by him

Reply.

subscribed

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subscribed in my presence this 22d day of September 1879.
W. W. Stuget, Clerk.

On the 22d day of September 1879 a Reply was filed with the Clerk of said Court, to-wit:

Reply.

Francis C. Hoyt. Exr. &c.
vs
U. S. Alden Deft.
} Court of Common Pleas. Union County, O.

The said plaintiff for reply to the defendant's answer says, that Elizabeth Mann either by said Will or Codicil intended to or did bind her estate to pay any claim of Defendant against her estate for medicines, care, maintainance or any thing else except a fair and just compensation for the improvements which he made on said Premises. Further he denies that defendant furnished said Elizabeth Mann medicines except what were paid for at the time but the whole amount so furnished by him as Plaintiff is informed & believes and therefore charges, would not amount to over twenty five dollars & he avers the same were paid for by her. Further he denies that defendant fitted up any rooms for said Elizabeth Mann and denies that he furnished her boarding and care as alleged, but says a part of the time alleged she took her meals with him at a stipulated price of three dollars per week which she paid for such time as she took her meals with defendant, but the said Elizabeth Mann procured care, attention and help from others and not from the defendant and the amount charged in said answer for board, care, attention, medicines and help & maintainance are very largely in excess of the value thereof. Further he denies that defendant made valuable improvements on said Premises as alleged but Plaintiff admits that some changes were made on said Premises but the large part thereof were for his own convenience to adapt the same to his business to which he appropriates the same and the whole value of the valuable improvements thereon by defendant will not, as Plaintiff is informed & believes and therefore avers, exceed the sum of three Hundred Dollars. and the Plaintiff says that during all the time mentioned by the defendant in his answer in which he lived with said Elizabeth Mann and up to the present he has used & occupied all of said Premises except the rooms occupied by said Elizabeth Mann and has received from time to time money from her on account of which he is not at present able to give besides the value of said use of said Premises and the sums of money received & the use of said Premises are worth at least the sum of One Thousand Dollars and

thereis now due from defendant for said items to said Estate the sum of Seven Hundred Dollars after satisfying the just and equitable claims of the defendant for all his care, attention, board, medicines, improvements &c. which he has set forth in his said answer In addition to the sums paid by said Elizabeth Mann as aforesaid to defendant, she gave him up a note of $600.00 which she held on him for loaned money without any payment but which he agreed to settle with her. March 7th 1876. which was due her from him with interest from its date March 1st 1873. Therefore plaintiff prays for a decree as he did in his original petition and for such other and further relief as may be just and equitable.

Robinson & Piper & A.L. Woodburn Attys for Pltff.

The State of Ohio Union County ss. A.L. Woodburn being duly sworn says he is one of the Plaintiff's attorneys in the above cause & the Plaintiff is not a resident of said County of Union and this affiant believes that the allegations in the foregoing Replye are true.

A.L. Woodburn.

Sworn to before me and signed in my Presence this 22d day of December 1879.

W.M. Winget, Clerk.

On the 13th day of October 1880 the following entry was made on the Journal of said Court, to-wit.

Entry. Francis S. Hoyt Exr &c. vs U.S. Alden

This day came the parties and by consent this cause is referred to James B. Whipley as Master Commissioner to take the testimony to be submitted by all the parties and report his finding on the law and the facts in issue between the parties hereto together with the evidence taken in the cause, before the commencement of the next term of Court. and either party may by reasonable notice to the other parties fix the time of such hearing this cause and this cause is continued for said report.

On the 30th day of April 1881 a Report of Referee was filed with the the Clerk of said Court, to-wit:

Report of Referee Francis S. Hoyt Exr &c. vs U.S. Alden Defr

The undersigned to whom this case was referred to report the law and the facts as found by him together with the evidence, reports that after fixing the time and place for hearing this cause, the parties come and submitted a large amount of evidence which was taken in writing and is herewith filed. After hearing the evidence and arguments of Counsel. I find the following as the conclusions of fact to-wit: That Elizabeth Mann in her last will bequeathed to U.S. Alden certain real estate set forth in the petition. That afterwards

the said Elizabeth Mann made a codicil to said Will leaving said real Estate to said U.S.Alden under certain provisions set forth in said Codicil. That U.S.Alden did put certain necessary repairs on said property for which he was to receive just and fair equivalent provided he refused to comply with the provisions of the will. That U.S.Alden was married on the 31st day of December 1874, and from that time until the 30th day of April 1881 he has had possession of said property

That from Dec. 31st 1874 until April 5th 1879 Mrs Elizabeth Mann lived with him, he providing rooms, board and medicines. And that U.S. did not comply with the provisions of the Will. From the evidence we conclude said repairs will worth $700. Interest for 6 1/3 years $266, Keeping Mrs. Elizabeth Mann 4 1/2 years at $156 per year, $665, Medicines purchased $100 = $1731 Rent for property for 6 1/3 years at $168 per year, $1064 Bal. $667,00

From the foregoing conclusions of fact & find the following conclusions of law. viz: That A.F.Hoyt &c. shall pay to U.S. Alden the sum of $667 and that the parties shall each pay one half the costs in this case.

J.B.Whelpley. Referee.

On the 20th day of May 1881. the following Entry was made on the Journal of said Court, to-wit:

Entry

Francis S. Hoyt. Exc't.
vs
U.S. Alden

This day came on this cause to be heard on exceptions to Masters Report whereupon the Court confirmed said Report in all points except the question of improvements, upon which latter point the Report is set aside and the Court refers to said Master, said cause as to said improvements and he is directed to value the same not simply as to the costs of the same on one side, not what they are worth for Saloon purposes merely on the other, but what they are worth for the purposes for which they were made and used, and he is directed to report accordingly without further evidence at this term, and defendant excepts as to so much of this order as confirms this report.

On the 20th day of May 1881. a Report of Referee was filed with the Clerk of said Court, to-wit:

Report on 2d Reference

Francis S. Hoyt Exc'r
vs
U.S. Alden

This case having been re-referred to me for further report on the testimony already given, after considering the same under the rule of the Court, I find the value of the improvements to be One Thousand dollars and interest for 6 1/3 years at Three Hundred & eight dollars making an addition to the total sum allowed to U.S. Alden $1414 and a total sum due him at this date $1081

J.B. Whelpley. Referee

Afterward on the 21st day of May 1881 the following Entry was made on the Journal of said Court, to-wit:

Entry

Francis S. Hoyt, Exr &c. }
vs. }
U.S. Alden }

This day this cause came on to be heard on the report of the Master to whom this cause was referred, Thereupon the Court do confirm said report, to which both parties except. Thereupon the Court being fully advised in the premises do order and decree that the bequest to said Defendant of the title to the Real Estate in said petition described and bequeathed to him on certain conditions in said Will named be and the same is declared forfeited, and that the title to said real estate be and the same is hereby quieted in said Executor, subject to the lein thereon in favor of the defendant as hereinafter mentioned. It is therefore ordered and decreed that the said plaintiff as said Executor proceed according to law and said Will to appraise advertise and sell said premises according to law at public sale and out of the proceeds pay to U.S. Alden in full satisfaction of his claim against said estate for the improvments made thereon and for his care and attention of said Elizabeth Mann dec'd and of medicine furnished her as shown by said report the sum of Ten Hundred and Eighty one Dollars. and if said Executor fail for sixty days from the rising of this Court to pay said defendant said sum, the Court order upon his application that an order of sale issue to the Sheriff of this County commanding him to appraise advertise and sell said premises to satisfy said sum and one half of the costs herein. And the Court order that the costs of this proceeding including a fee of fifty dollars to J.B. Thelpley as master shall be paid one half by the Plaintiff and one half by defendant and in default for thirty days, execution issue therefor as upon judgments at law.

Thereupon the plaintiff gave notice of appeal and the Court fixed his Appeal Bond at $200.00 And defendant gave notice of his intention to appeal and the Court fix his Appeal Bond at $200.00

Afterward, on the 13th day of June 1881 an Appeal Bond was filed with the Clerk of the District Court, to-wit:

Appeal Bond

Know all men By these Presents, That we, U.S. Alden and Samuel Buffington are held and firmly bound unto Francis S. Hoyt Executor of Elizabeth Mann in the penal sum of Two Hundred Dollars, $200.00, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors & administrators. Signed by us and dated this 11th day of June A.D. 1881.

The condition of the above obligation is such, that whereas

the said U.S. Alden has taken an appeal from a certain decree rendered against him in favor of said Francis Hoyt Exr in the Court of Common Pleas within and for the County of Union in the State of Ohio. at the April Term thereof A.D. 1881 in case No 3443 on the trial docket of said Court to the District Court within and for the County aforesaid.

Now if the said U.S. Alden shall abide and perform the order and judgment of said District Court, and shall pay all moneys, costs and damages, which may be required or awarded against him by said District Court, then this obligation to be void, otherwise to remain in full force and virtue in law.

U.S. Alden.
Samuel Buffington.

I approve the above Bond with the surety thereto this 13th day of June A.D. 1881.

W.M. Knight, Clerk.

Afterward on the 18th day of March 1883 the following Entry was made on the Journal of said District Court, to-wit:

Entry

Francis S. Hoyt Exr &c. }
vs } District Court.
U.S. Alden }

This day came the parties and submitted this cause to the Court, on the pleadings and evidence & arguments of Counsel. Whereupon the Court being fully advised in the premises find that the said property in said petition described was by the codicil of said will of Elizabeth Mann dec'd devised to said U.S. Alden on conditions in said petition mentioned & that said Alden by his refusal to use said premises for other than saloon purposes as alleged in said petition & not denied in his answer hath forfeited his right and title to said premises but that he retains by virtue of said codicil the right to be paid by the executor of her will a just equivalent for the improvements made thereon by the said U.S. Alden, and the Court find that said U.S. Alden hath a just claim against said Estate of Elizabeth Mann dec'd by reason of all the matters and claims set up in his said answer for the sum of Two Thousand Dollars which the said F.S. Hoyt as said Executor ought to allow and pay as a just claim against said estate which the Court order to be & the same is the first lein on said property. It is therefore considered ordered and decreed by the Court that said title to said premises subject to the said rights of said U.S. Alden be quieted in said F.S. Hoyt as executor, and that he is hereby quieted in said title in trust to sell and carry out this decree & the trust in said Will mentioned. And he the said executor is hereby ordered to pay out of said Estate to said Alden said sum of Two Thousand Dollars.

And the said Executor is authorized and ordered by the oaths of S.D. Elliott, George Lyon and George Erb. to cause said premises to be duly appraised and that he advertise and sell said premises according to law at public sale & report his proceedings herein to the Court of Common Pleas of this County to carry out this decree to which Court this cause is hereby remanded for that purpose. Whereupon the plaintiff moved the Court to grant him a new trial for reasons mentioned in his said motion which motion the Court overruled to which ruling of the Court plaintiff excepted and asked the Court to allow, sign and seal his bill of exceptions which the Court accordingly does and orders the same to be recorded as part of the record in this cause.

Afterward on the 26th day of March 1883 an Order of Sale was issued by the Clerk of Com. Pleas Court, to-wit:

Order of Sale

The State of Ohio Union County ss. Whereas at the March Term of the District Court of said County of Union to-wit March 18th 1883 an order was made in the case of Francis S. Hoyt Executor of the will of Elizabeth Maund dec'd against U. S. Alden authorizing said Executor to appraise and sell at public auction the real estate in said proceedings described. Therefore this is to authorize and direct said Executor by the oaths of S.D. Elliott, Edward P. Houghton & George Erb, to cause said premises to be duly appraised and that he advertise and sell said premises at public sale according to law and report his proceedings to the Court of Common Pleas of the said County to which Court said cause was remanded for that purpose.

Said premises are situate in the Village of Milford Center in said County of Union and are known as the Elizabeth Maund property now in the possession of U.S. Alden & include the real estate so described & all the fixtures and improvements & appurtenances thereto belonging & being all of Lot No. 185 in the said Village of Milford Center.

Witness my hand and the seal of said Court of Common Pleas of Union County, Ohio this 26th day of March 1883.

J.S. Burgner Clerk.

Appraisement

The State of Ohio Union County ss. We S.D. Elliott, Edward P. Houghton & George Erb, being first duly sworn by J.G. Turner a Justice of the Peace of said County, do appraise the premises within described upon actual view thereof at Seventeen Hundred Dollars

Witness our hands and seals this 26th day of March 1883.

S.D. Elliott
Edward P. Houghton.
George Erb.

The State of Ohio Union County ss. This will certify that I this day administered to S.D. Elliot, Edward P. Houghton & George Erb the oath to duly appraise the property as required by the within writ.

Witness my hand & seal this 25th day of March 1883.

J.G. Turner J.P.

Executor's Return

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Executor'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 March 1883 summon S.D. Elliott, Edward Houghton & George Kelb. 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 26th day of March 1883 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 Seventeen Hundred 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 26th day of March 1883 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 26th day of April 1883 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 26th day of April 1883 at the time and place above mentioned, proceed to offer said lands & tenements at public sale at the door of the Court House and then and there came U.S. Alden who bid for the same the sum of Twenty Five Hundred Dollars and said sum being over the two thirds of the appraised value thereof, and said U.S. Alden, being the highest and best bidder therefor, & then and there publicly sold and struck off said lands and tenements to him for said sum of Twenty five hundred dollars.

Francis S. Hoyt Executor
Robinson & Piper & R.L. Woodburn his Attys.

Afterward on the 28th day of April 1883 a Proof of Publication was filed with the Clerk of said Court, to-wit:

F.S. Hoyt, Executor of the Will of Elizabeth Mann, Dec'd
vs
U.S. Alden.

On the 26th day of April 1883 at 1 o'clock P.M. at the door of the Court House of Union County Ohio, in pursuance of an order of the above cause, I the undersigned will sell at public vendue the following premises. Situate in Milford Center, Union County, Ohio. known as the premises of Elizabeth Mann deceased in the possession of U.S. Alden including all the fixtures improvments and appurtenances and being all of Lot No 100 in Milford Center. Appraised at $1700. Sale for cash.

F.S. Hoyt, Executor of the Will of
Elizabeth Mann Dec'd

The State of Ohio Union County ss. The Undersigned being duly sworn says that a copy of the annexed notice was published for 4 consecutive weeks in the "Marysville Tribune" a newspaper

of general circulation in the County of Union the first Publication beginning with the March 28th A.D. 1883

A.D. Shearer

Sworn to and subscribed before me this 28th day of April 1883.

J.B. Burgner, Clerk.

Afterward on the 27th day of April 1883. the following Entry was made on the Journal of said Court, to-wit:

Entry.

Francis S. Hoyt Exr &c.
vs
U.S. Alden

This day came the Parties and submitted this cause to the Court on the motion to confirm the sale made in this cause to the defendant. Whereupon the Court, being fully advised in the premises, do find said sale and proceedings all regular and lawful and that said sale should be confirmed

Therupon it is ordered & decreed that said sale be and the same is hereby confirmed and the plaintiff is authorized and directed to execute and deliver to said purchaser a deed in fee simple for said premises. And the Court order that the costs be first paid & second that the tax claim of Johnudiggins on said lot be satisfied by paying to him the amount he said with six percent interest from the time of the payments & any unpaid taxes a lien on said lot up to and including the amount payable thereon June 20th 1883. and the balance, the said Executor carry into the general estate and distribute according to the will.

Attest: J. B. Burgner Clerk.

Petition 4663

Petition

Pleas before his Honor John A. Price 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 of the 3rd Sub-Division of the 18th Judicial District of the State of Ohio, on the 16th day of Feb in the year of our Lord One Thousand Eight Hundred and Eighty five.

Heretofore, to-wit on the 18th day of December 1884 the following Petition was filed with the Clerk of said Court, to-wit:

John M. Longbrake,
Daniel Longbrake
Ellen A Thompson Ad
John H. Robinson & others

vs

Nathan Howard, Uriah Cahill & Luther Liggett Commissioners of Union County Ohio, & W. H. Crary Treasurer of Union County, Ohio.

Court of Common Pleas Union County, Ohio.

Petition 4663

The said plaintiffs John M. Longbrake, Daniel Longbrake, Ellen A. Thompson Ad & John H. Robinson, who prosecute this action for themselves and for several parties whose names are signed to the paper marked "A" hereto attached and made a part of this petition, respectfully represent that a certain petition was pending before said Board of County Commissioners on the 22d of November 1883. for straightening Mill Creek in said County as described in said paper writing "A". That the said Mill Creek, if so straightened, would cross the Waldo road, and cause a Bridge to become necessary to be built by said Board of County Commissioners over said Creek. That all lawful proceedings had been had on said petition to make said ditch or straighten said stream and said petitioners were entitled to have an order for its construction but the said Board without any legal right or authority of law neglected to grant the order for the construction of said ditch and refused to do so wholly unless the petitioners for the same would, in addition to paying all the expenses for making said ditch, also agree to pay & have collected as taxes an additional sum of $100. towards the expense of building a Bridge over said Ditch on said Waldo road, which neglect and refusal they without proper or legal authority, arbitrarily agreed upon between themselves and the said petitioners raised said subscription of $839. as shown on said paper "A" and said John H. Robinson and said Longbrakes gave up and surrendered to said Commissioners a claim, valid in law against said Board for enough to make said donation equal to $1000 and thereupon said Board made the order to make said ditch and assessed the expense thereof on the several land owners adjoining, benefited thereby and have constructed a Bridge over said ditch at an expense of $350 00 and no more. The said Commissioners have without

any authority of law placed upon the tax duplicate for the year 1884 the one half of the sums set opposite the names of said several subscribers and placed the duplicate thereof in the hands of Wm Cleary the Treasurer of said County of Union and ordered him to collect the same as other taxes and not receive the other taxes of said subscribers unless they shall pay the said sums so subscribed by them and the said Wm Cleary in obedience to his said orders refuses to receive the taxes assessed against the plaintiffs and those for whom this petition is filed, as aforesaid for other purposes. (& they are all taxpayers) unless they also pay said subscriptions as placed on said duplicate & the Treasurer and penalties will be added to their lawful taxes if not paid. The said plaintiffs say they subscribed said sums under the supposition & belief that by section No 4833 of the revised Statutes of Ohio there was provision for such donations and that said Commissioners had a right to exact and receive such donations although they signed the same under the belief that such exactions was unjust & unequal & they were entitled to have said order without making such donation & they aver that the claim of said donation as a condition of their making said order was unequal and unjust & illegal & said promise made in said Paper of no validity. They say they are informed & believe & therefore aver that said sums placed on said duplicate as taxes for collection should not be so placed and the attempt to make the same a tax is void and a nullity and that said parties have a right to pay their said taxes for other purposes without being compelled to pay said subscriptions as a tax and that they are not liable to pay any part thereof but if liable to be collected at all, it is liable to be collected as other subscriptions are collected and not by taxation and that in no event can they be liable for more than the $385. which said bridge cost. Said Bridge so built was paid for out of the general Bridge fund and had no reference to any subscription or other fund than the general bridge fund of said County.

Therefore the said Plaintiffs pray that the Court will grant them an injunction against the said Board of County Commissioners & said Treasurer restraining them from all efforts & means to collect by distraint any part of said subscriptions placed on said tax duplicate and from refusing to accept the other taxes assessed against them on the tax duplicate other than said subscription & on final hearing that said pretended tax based on said subscriptions be perpetually enjoined and said Board left to collect said subscriptions if valid, in a legal way and for such other and further relief be granted as may be right & proper.

Robinson & Piper Attys for Pltffs

Paper "A"

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J.F. Moore
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G.A. Hill
A.H. Berg
J. Jenkins
G. Gibson
C.M. Ken

State of Ohio Union County s.s. John M. Longbrake, being duly sworn says he is one of the plaintiffs and that the allegations of the above petition are true.

J. M. Longbrake.

Sworn to before me and subscribed in my presence this 18th day of December 1884.

J. L. Burgner, Clerk.

Paper "A"

We the undersigned land owners to be benefited by the construction of a ditch changing the channel of Mill Creek in the Township of Paris in the County of Union and State of Ohio. The route of said ditch described as follows, to-wit: Beginning at a point in said Mill Creek South west of the residence on the land of Daniel Longbrake now occupied by John M. Longbrake and running thence in a northeasterly direction East South of residence to its intersection with said Mill Creek. Now in consideration that the Commissioners of said County shall grant the construction of said ditch and to that end shall grant an order for the construction of the same within fifteen days from this date we hereby agree to pay the several sums placed opposite our names respectively, and which said sums we hereby consent and authorize the said Commissioners to have placed upon the duplicate of said County, to be collected as other taxes for the years 1884 and 1885 in equal sums, annual installments, as a donation towards the construction and erection of a suitable bridge over said ditch on the Waldo road under which said ditch shall be constructed and in accordance with the Statute in such case made and provided (Sec. 4853 R.S.) Marysville O. Nov. 22nd 1883.

John M. Robinson	$100.00	Robert Belt	$4.80	Margaret Neil	$2.00		
Sprague & Perfect	10.00	Daniel Longbrake	$3.00	C. Huston	5.00		
Mrs. J. G. Gwenner	25.00	S. N. McCloud	5.00	P. B. Cole	5.00		
O. M. Scott	5.00	N. Howard	5.00	W. M. Liggett	5.00		
A. J. Thompson	5.00	J. M. Brodrick	5.00	W. H. Longbrake	5.00		
J. M. Longbrake	105.00	A. B. R. Johnson	5.00	H. C. Osburn	5.00		
John L. Porter	5.00	J. H. Kinkade	5.00	B. O. Buffington	5.00		
George Jordon	5.00	W. M. Knight	5.00	W. L. Curry	5.00		
Reed & Butz	5.00	L. L. Randall	5.00	Levi Longbrake	5.00		
Ellen P. Thompson	40.00	G. W. McPeck	5.00	F. J. Sager	5.00		
J. T. Moore	5.00	R. H. Graham	5.00	S. B. Woodburn	5.00		
J. H. Shearer & Son	5.00	R. L. Partridge	5.00	John Rousch	2.50		
G. A. Welling	2.50	John Braun	2.50	Baum Shepperd & Levine	5.00		
A. H. Burgbacher	5.00	A. J. Carpenter	5.00	S. R. Bergen	5.00		
J. Jenkins	5.00	J. A. Mocker	5.00	S. A. Cheney	5.00		
G. Gibson	5.00	D. Summers	10.00	Geo. Schlagle	5.00		
C. M. Kenton	5.00						

Praecipe — To the Clerk of the Court: Issue summons according to law and indorse "Petition for injunction & equitable relief and" Injunction Allowed.
Robinson & Piper Atty's for Pltffs.

Injunction allowed as prayed for in the petition until otherwise ordered by the Court of Common Pleas of Union County, Ohio. or other competent authority, and it is further ordered that the plaintiffs give an undertaking to the defendants, in the sum of Five Hundred Dollars, conditioned according to law with security to the acceptance of the Clerk of the Court of Common Pleas of Union County Ohio.
Fees of Probate Judge $2.00
Paid By Plaintiffs
John B. Coats
Probate Judge.

Order of Injunction — On the 20th day of December 1884 an Order of Injunction was filed with the Clerk of said Court, to-wit:

J. M. Longbrake, Daniel Longbrake, Ellen P. Thompson, Ed. John M. Robinson
vs
Nathan Howard, Uriah Cahill and Luther Liggett, Com'rs of Union Co. O. Wm. Henry Treasurer of Union County O.

Motion for Temporary Injunction in the Court of Common Pleas Union County, Ohio.

And now on this 20th day of December 1884 came the Plaintiffs by Robinson & Piper their attorneys and it being made to appear that there is at this time no Common Pleas, Circuit or Supreme Judge within said County, the motion of the Plaintiffs for temporary injunction came on and was heard upon the petition of the plaintiffs therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendants from proceeding to collect by distraint the subscriptions mentioned in said petition as a tax from persons refusing to receive the other taxes assessed against said subscribers without the payment of said subscriptions as prayed for in said petition of plaintiffs. It is further ordered that the Clerk of the Court of Common Pleas, issue summons in this case endorsed injunction allowed on said plaintiffs giving an undertaking to the said defendants conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $500.00
Seal
John B. Coats Probate Judge.

Undertaking — On the 20th day of Dec. 1884 an Undertaking was filed with the Clerk of said Court, to-wit:

John M. Longbrake et al
vs
Nathan Howard et al

The State of Ohio. Union County ss.
Court of Common Pleas.

We bind ourselves to the said defendants Nathan Howard, Uriah Cahill and Luther Liggett Commissioners of Union County, Ohio. and Wm. Henry Treasurer of Union County Ohio. in the sum of Five Hundred Dollars that the said plaintiffs

Summons

Sheriff's Returns

Demurrer

John M. Longbrake, Daniel Longbrake, Ellen A. Thompson and John H. Robinson & others shall pay to the said defendants the damages they may sustain by reason of this injunction in this action, if it be finally decided that said injunction ought not to have been granted. Marysville O. Dec. 20th 1884.

J. M. Longbrake.
John H. Robinson
A. Thompson.

This undertaking approved by me this 20th day of Dec. 1884.

J. B. Burgner, Clerk.

Afterward on the 20th day of Dec 1884 a 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 Nathan Howard, Uriah Cahill and Luther Liggett as Commissioners of Union County, Ohio. and Wm Cleary as Treasurer of Union County Ohio. that they have been sued by John M. Longbrake, Daniel Longbrake, Ellen A. Thompson, John H. Robinson & others in the Court of Common Pleas of Union County, and that unless they answer by the 17th day of January A.D. 1885 the petition of said Plaintiffs 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 29th day of December A.D. 1884.

Witness my hand and the seal of said Court this 20th day of Dec. A.D. 1884.

Seal

J. B. Burgner, Clerk.

Petition for injunction and Equitable relief. Injunction allowed.

Sheriff's Returns

The State of Ohio. Union County ss. Received this writ on the 20th day of December A.D. 1884. and pursuant to its command on the 22d day of December A.D. 1884. I served the same by delivering to each of the within named Nathan Howard Uriah Cahill and Luther Liggett Commissioners of Union County, Ohio. and Wm Cleary as Treasurer of Union County Ohio, a true copy of this writ with endorsements thereon Service 75c Mileage $1.20 Copies 80c - $2.75.

J. Hohensack, Sheriff.

Demurrer

On the 7th day of Feb. 1885 a Demurrer was filed with the Clerk of said Court, to-wit:

John M. Longbrake et al
vs
Nathan Howard et al

} In the Court of Common Pleas Union County, Ohio.

And now comes the said defendants and demur to the Plaintiff's petition herein filed and for ground thereof say: That facts sufficient to constitute a cause of action against said defendants are not therein stated.

Brodrick & McCampbell and
T. B. Fulton Attys for Defts

Afterwards on the 28th day of March 883 the following entry was made on the Journal of said Court, to-wit:

Entry

John M. Longbrake et al
vs
Nathan Howard et al

This day this cause came on to be heard upon the demurrer of the defendants to Plaintiffs petition herein filed and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer and the plaintiffs declining to amend their said petition, it is therefore considered and adjudged by the Court that the said petition be dismissed and that said plaintiffs pay the costs herein taxed to $ and execution is awarded therefor. Thereupon Plaintiffs gave notice of an appeal to the Circuit Court and the Court do fix the amount of the appeal bond at $100 00/100

Attest: J. D. Bruguiere. Clerk.

Pleas before his Honor John A Price, 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 of the 3rd Subdivision of the 8th Judicial District of the State of Ohio, on the 14th day of January in the year of our Lord One Thousand Eight Hundred and Eighty four.

Heretofore to-wit: on the 31st day of December 1883 the following Petition was filed with the Clerk of said Court, to-wit:

Petition
4412

Legler, Barlow & Co.
vs
J. M. Hoskins, Jr. J. L. Jolliff & W. M. Hill late Partners under the firm name of Hill & Jolliff

Court of Common Pleas.
Union County, Ohio.

Plaintiffs say: They are a company of persons formed for the purpose of carrying on business by the State of Ohio and are not incorporated. That on or about the 18th day of September 1883 the defendant J. M. Hoskins executed and delivered to the defendants Hill & Jolliff, then Partners, and who have since dissolved his promissory note of which the following is a copy with the endorsements thereon, to-wit:

" $200 00/100

Magnetic Springs O. Sept. 18th 1883.

Sixty days after date I promise to pay to the order of Hill & Jolliff Two Hundred Dollars at Union County Bank of Richwood, Ohio. Value received at 8% from date.

J. M. Hoskins. "

Endorsed. "Pay the contents to Legler, Barlow & Co. or order. Hill & Jolliff.

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Plaintiffs further say: They are now the legal owners and holders of said note. That the same is due and unpaid and there is now due ~~them~~ thereon from said defendants the said sum of $200 00/100 with interest thereon at 8 per cent from the 18th day of September 1883. That said note was duly presented for payment to Union County Bank when the same became due, which was refused, and defendants were all duly notified thereof. That said note was transfered to them by the said Hill & Jolliff before the same became due and they said a full & valuable consideration therefor. Wherefore Plaintiffs pray against said Defendants, J. M. Hoskins, J. L. Jolliff & W. H. Hill for said sum of $200 00/100 with interest thereon at 8 per cent from the 18th day of September 1883. and costs of suit.

S. S. Gardiner Plaintiffs Atty.

State of Ohio Union County s.s. S. S. Gardiner being duly sworn says, that he is the attorney of the plaintiff herein duly authorized in the premises, who are non residents of said County of Union, this action is brought upon a promissory note for the payment of money only, which is in his possession, that the facts and allegations in the foregoing petition are true as he verily believes.

S. S. Gardiner.

Sworn to and subscribed before me this 29th day of December 1883.

S. W. VanTrinkle J. P.

Praecipe. To Clerk: Issue summons for all of above defendants to Sheriff of Union County, returnable according to law Amount claimed $200 00/100 with 8% interest thereon from September 18" 1883.

On the 31st day of Dec. 1883 a Summons was issued by the Clerk of said Court, to-wit:

Summons The State of Ohio Union County s.s. To the Sheriff of the County of Union, Greeting: We command you to notify, J. M. Hoskins J. L. Jolliff and W. H. Hill that they have been sued by Leglu Barlow & Co. in the Court of Common Pleas of Union County and that unless they answer by the 2d day of February A. D. 1884, the petition of said Leglu Barlow & 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 14th day of January A. D. 1884.

Witness my hand and the seal of said Court this 31st day of December A. D. 1883.

J. L. Burgner Clerk.

Seal

Amt. claimed $200 00/100 with interest at 8% from Sept. 15" 1883.

Sheriffs Return The State of Ohio Union County s.s. Received this writ Dec. 31st A. D. 1883 at 2 o'clock P. M. and pursuant to its command

on the 2nd day of January 1884 I served the same by delivering a certified copy thereof with the endorsments thereon to each of the within named defendants. Service 60¢ Mileage $3.20 Copies 60¢ Total $4.40

John Hobensack Sheriff.

Afterward on the 5th day of February 1884 the following entry was made on the Journal of said Court to-wit:

Entry — Legler Barlow & Co. vs. J M Hoskins et al

Now come the Plaintiffs by their Attorney, and the Defendant J M Hoskins being in default for answer or demurrer the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the said Plaintiffs in the sum of $206.07. It is therefore considered that the plaintiffs Legler Barlow & Co. recover of the defendant J M Hoskins the said sum of $206.07 at 8% int. from this date and their costs herein expended, and as to the other defendants this cause is continued.

Attest: J. D. Borger Clerk.

Pleas before his Honor John A Price 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 of the 3d Sub Division of the 10th Judicial District of the State of Ohio, on the 15th day of September in the year of Our Lord One Thousand Eight Hundred & Eighty three.

Heretofore, to-wit on the 2d day of October 1883 the following Petition Answer and Entry were filed with the Clerk of said Court, to-wit:

Petition #357 — Conrad & Borger vs. Joseph Townsend, Henrietta Townsend & Lewis Norvil Defts

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

The Plaintiffs say that they are co partners under the firm name of Conrad & Borger doing business within the State of Ohio and not incorporated. Said Plaintiffs further say that there is due to them from Joseph Townsend, Henrietta Townsend & Lewis Norvil Defendants on a Promissory note made by the Defendants Joseph Townsend, Henrietta Townsend & Lewis Norvil dated the 24th day of August A.D. 1882. which note, with warrant of Attorney thereto annexed, is hereto attached, the sum of One Hundred & Thirty Dollars with interest thereon at 8% from the 24th day of August A.D. 1882. The Plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid. Whereupon Plaintiffs ask Judgment against said defendants for the sum of One Hundred

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A.J. Carpenter Atty for Pltffs.

The State of Ohio Union County ss. A.J. Carpenter being sworn says he is the attorney for the above named Plaintiffs duly authorized. That this the Plaintiff's action is founded upon a written instrument for the payment of money only. Affiant further says, that the facts stated in Plaintiffs foregoing petition are true as he verily believes.

A.J. Carpenter.

Sworn to by A.J. Carpenter before me and subscribed by him in my presence this 2[5]/11 day of Oct. A.D. 1883.

J.L. Burgner, Clerk.

Note $130[00]/100

Marysville, Ohio. Aug. 24th 1882.

One Year after date, for value received we or either of us promise to pay Conrad & Boerger or order, at their office Marysville Ohio. One Hundred & thirty dollars with six percent interest after date and Eight Percent after due. And we 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 Eight Per cent 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 our hand and seal this 24th day of Aug. 1882.

Joseph Townsend [Seal]
Henrietta Townsend [Seal]
Lewis Norvil [Seal]

Answer

Conrad & Boerger
vs
Joseph Townsend
Henrietta Townsend
Lewis Norvil

} In the Court of Common Pleas.
Union County S.S.

And now come Joseph Townsend, Henrietta Townsend & Lewis Norvil the above named Defendants by the undersigned L. Piper 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 Plaintiffs the holders of the note described in Plaintiffs petition and against the above named Defendants for the sum of One Hundred & thirty three Dollars and ten 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 & Real Estate levied on by virtue & any Execution issued on the judgment in this case is hereby waived.
Oct 2d A.D. 1883.

L. Piper Atty for Defts.

Entry — Conrad & Boerger vs Joseph Townsend Henrietta Townsend & Lewis Norvell

This day came the Plaintiffs by A. J. Carpenter 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 Defendants to said Plaintiffs as alleged in said Plaintiff's petition, the sum of $133.10. It is therefore considered that said Plaintiffs do recover of said Defendant the said sum of $133.10 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 percentum 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: J. D. Barguss Clerk.

Pleas before his Honor John A. Price 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 of the 3d Sub Division of the 10th Judicial District of the State of Ohio, on the 18th day of May in the year of our Lord One Thousand Eight Hundred and Eighty five

Heretofore to-wit: on the 27th day of Dec. 1884 the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4666 — J. M. Robinson Plaintiff vs Thomas Martin et al Defts } Court of Com. Pleas, Union County, Ohio.

The said Plaintiff says that on the 26th day of October 1877 the Defendant Thomas Martin executed to Plaintiff his promissory note for Six Hundred & Seventy eight 75/100 Dollars and thereby promised to pay to Plaintiff said sum of $678.75 on the 1st Day of December 1878, with 8 per cent interest from Oct. 20th 1877 on which note credits were made as follows. Aug. 29th 1879 two colts taken to pay the interest to Oct. 22d 1879 & reduce the principal to $657.00 and on the 20th day of May 1882 Plaintiff bought of

said Thomas Martin cattle and by agreement applied on said note enough to pay the interest & reduce the principal to $650 00 with interest from Oct. 22d 1882. a copy of which note & endorsements are hereto attached & made a part hereof, and there is now due Plaintiff from said Thomas Martin on said note the sum of Six Hundred & Fifty dollars with 8 per cent interest from the 22d day of October 1882. for which sum Plaintiff asks judgment against said Thomas Martin.

2d Cause of Action. The said Plaintiff says that on the 26th day of Oct. 1877 said Thomas Martin executed to Plaintiff his promissory note for $678.75 and executed at the same time his mortgage deed to Plaintiff (a copy of which is hereto attached) conveying to Plaintiff in fee simple the following lands in Union County, Ohio. In Survey No 5728 of 90 acres, being the same land J. H. Robinson conveyed to said Martin by deed Nov. 20th 1874 & by N. W. Woods to J. H. Robinson by deed dated April 21st 1866. to which deeds reference is made for description. Said deed to be void if said Martin paid said note by Dec. 1st 1878 with 8 per cent interest from Oct. 20th 1877. & on which note there remains due & unpaid to Plaintiff the sum of Six Hundred & fifty Dollars with 8 per cent interest from Oct. 22d 1882 & said Mortgage has become absolute subject to the right of said Martin to redeem the same by payment of said sum due thereon. The Plaintiff says J. M. Southard, Levi Longbrake, Edward Heller & Thomas Martin as the Farmers Bank of Marysville doing business in Marysville, Ohio as partners have a mortgage on said land given by said Thomas Martin which is junior to Plaintiffs said mortgage. & the said Farmers Bank also claim a judgment lien on said lands against said Thomas Martin.

Plaintiff prays a decree for said amount due him & an order marshalling liens & for an Order of Sale of said lands &c.

J. H. Robinson

Know all men that in consideration of Six Hundred & Seventyeight & 75/100 Dollars to me paid, I, Thomas Martin, do hereby sell & convey to J. H. Robinson & his heirs the 90 acres of land which said Robinson conveyed to me by deed dated Nov. 20th 1874 & by N. W. Woods to said Robinson dated April 21st 1866 & on which land said Martin now lives, in Survey No 5728 in Union County, Ohio. The condition of the above is that if said Martin shall pay to said Robinson his note of Six hundred & seventyeight & 75/100 Dollars due Dec. 1st 1878 with eight percent interest from Oct. 20th 1877 then this conveyance to be void.

Witness my hand and seal this 26th day of October 1877.

Thomas Martin

Executed in our presence. C. H. Bliss. L. Piper.

The State of Ohio, Union County ss. Before me a Notary Public came the above named Thos Martin & acknowledged the signing of the foregoing conveyance & Mortgage to be his voluntary act & ded. this 26 day of Oct. 1877.

Seal

L. Piper Notary Public

Copy of Note

"On the first of Dec. 1878 I promise to pay to J.H. Robinson or bearer Six Hundred & Seventyeight & 75/100 Dollars with 8 per cent interest from Oct. 20th 1877. for value received. Oct. 26th 1877.

Thomas Martin.

Endorsed. "The interest on this note is paid to the 22d of Oct. 1879 & the principal reduced to Six Hundred & Fiftyseven dollars. $657. by two colts. Aug. 29th 1879.

By sale of cattle the interest on this note is paid to the 22d of Oct. 1882 and the principal reduced to $650. from that date. May 20th 1882.

The State of Ohio Union County s.s. J.H. Robinson being duly sworn dispos & says he believes the allegations of the foregoing Petition are true.

J.H. Robinson

Sworn to before me and subscribed in my presence this 27th day of Dec 1884.

(Seal)

L. Piper Notary Public

Praecipe

To the Clerk: Issue Summons for Thomas Martin & endorse "Petition for $650 with 8 per cent interest from Oct. 22d 1882 and to foreclose mortgage.

On the 27th day of December 1884 a Summons was issued by the clerk of said Court, to-wit:

Summons

The State of Ohio Union County s.s. To the Sheriff of the County of Union, Greeting: We command you to notify Thomas Martin that he has been sued by J.H. Robinson in the Court of Common Pleas of Union County, and that unless he answers by the 24th day of January A.D. 1885 the Petition of said J.H. Robinson 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 January A.D. 1885.

Witness my hand and the seal of said Court, this 27th day of December, A.D. 1884.

(Seal)

J.L. Burgner, Clerk.

In action for Foreclosure of Mortgage.

Sheriffs Return

"The State of Ohio, Union County ss. Received this writ Dec. 27th A.D. 1884 at 2 oclock P.M. and pursuant to its command on the 30th day of December A.D. 1884 I served the same by delivering a true copy of this writ with the endorsments thereon to the within named Thomas Martin, Service 30c Mileage 32. Cop. 20c = 82c

John Hobenecack Sheriff."

Afterwards on the 13th day of January 1885 the following Cross Petition was filed with the clerk of said Court, to-wit:

Cross Pet.

James H. Robinson
vs
Thomas Martin et als
} Court of Com. Pleas. Union County, Ohio.

Now comes the Farmers Bank an unincorporated Partnership Company doing a Banking Business under and by the firm name of the Farmers Bank, at Marysville in Union County Ohio and for answer by way of Cross Petition in the above named cause say, that on the first day of April A.D 1884 the said Thomas Martin and his wife Lucy F. Martin (whom these

defendants pray may be made a party Defendant) executed and delivered to J.M. Southard, Levi Longbrake & Edward Keller, their deed of conveyance, conveying to them & their heirs in fee simple the following Real Estate, being the same land described in said petition & being the farm on which defendants Thomas Martin & wife now reside, which deed was duly recorded April 4th 1884 in Vol. 19 Page 412 of Record of Mortgages of said County of Union.

The said deed contained a condition of defeasance that if the said Thomas Martin his heirs or assigns shall pay to said Grantees or their heirs & assigns his promissory note of even date with said deed, to-wit: April 1st 1884 given by him to them or order of that day for Two Thousand Dollars, due the principal, in one year thereafter, to-wit: April 1st 1885 with interest thereon at 8 percent from April 1st 1884 payable semi annually, according to the terms of said note. The Plaintiffs say that said J.M. Southard Levi Longbrake & Edward Keller were at the time said deed and note were executed and still are members of the firm constituting said Company, the Farmers Bank & the said deed & note were so executed to them in trust for the said Farmers Bank & the said Farmers Bank were then and still are the owners of said note and mortgage. The said Farmers Bank say that there was eighty dollars due thereon as interest on said note and mortgage on the 1st day of Oct. 1884 & the same is still unpaid & due the said Bank from said Thomas Martin on said note & mortgage & there will become due to them the 1st day of April 1885 on said note and mortgage the further sum of Two Thousand & Eighty Dollars, to be & remain on interest at eight percent until paid and all of which sums are a lien on said lands by virtue of said mortgage deed.

The said Bank says that said conveyance has become absolute by reason of the said failure to pay said interest due the 1st day of October 1884, subject to the right of said Thomas Martin & Lucy F. Martin to redeem the same by payment of the sums due thereon. Therefore said Bank pray for a decree of the Court for the said sum now due with interest thereon from Oct. 1st 1884 & for the further sums as they become due & for the sale of said lands to satisfy said claims due them and to become due them & for such further relief as may be right.

Second: The Farmers Bank further say that at the September Term 1884 of this Court said Bank obtained a judgment against said Thomas Martin & Lawrence Martin for $1744 60/100 & costs which then became a judgment lien on said land, & afterwards at the same term the said Thomas Martin made a motion to set aside said judgment for the purpose of giving him a right to file his answer and make his defense to said note on which said judgment was rendered but said Bank says that it holds a lien on said land by virtue of the laws of Ohio, for whatever sum it may finally recover judgment on said claim against said Thomas Martin

so that the said Bank that in case any sale is made of said lands in this case that the balance after paying the Plaintiffs claim & the said mortgage claim due & to become due the said Bank be retained by the order of this Court to meet any judgment that may be rendered in this Court on said claim and for other proper relief.

Robinson & Piper 2nd
Brodrick & McCampbell Attys for Deft

Answer

The State of Ohio Union County ss. Charles A. Southard being sworn deposes and says he is one of the firm doing business in the name of the Farmers Bank making the above answer & that the several allegations of the foregoing Cross-Petition are all true as he verily believes

Chas. A. Southard.

Sworn to before me & signed in my presence this 13th day of January 1885.

J.S. Burgner Clerk.

Praecipe. To the Clerk of Common Pleas. Issue summons for Thomas Martin & Lucy F. Martin & endorse: Cross Petition filed by the Farmers Bank to foreclose mortgage for $2000 & interest from April 1st 1884 at 8 per cent. semi annually.

On the 13th day of January 885 a 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 Thomas Martin and Lucy F. Martin that they have been sued by J.W. Robinson and that the Farmers Bank of Marysville, O. has filed its cross-petition against them in said suit in the Court of Common Pleas of Union County and that unless they answer by the 14th day of Feb. A.D. 1885 the Cross Petition of said Bank, 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 26th day of January A.D. 1885. Witness my hand and the seal of said Court this 13th day of January A.D. 1885.

Seal

J.S. Burgner, Clerk.

Sheriff's Return

Action for foreclosure of mortgage for $2000 & and interest from April 1st 1884 at 8% semi annually on Cross-Petition of Farmers Bank

The State of Ohio Union County ss. Received this writ Jan. 14th A.D. 1885 at 10 o'clock A.M. and pursuant to its command on the 14th day of January A.D. 1885 I served the same by leaving at the usual place of residence of each of the within named defendants Thomas Martin and Lucy F. Martin a true copy of this writ with the endorsements thereon. Service 45¢ Mileage 62¢ 2 copies 40¢ Total $1.49

Marion Hopkins Sheriff. "

On the 14th day of February 1885 an Answer was filed with the Clerk of said Court, to-wit:

Answer

J. N. Robinson
vs
Thomas Martin et ae
} In Union County Court of Common Pleas.

The said Thomas Martin for answer to the Plaintiffs petition says. That the note mentioned in the Plaintiffs petition was executed by this Defendant for the deferred payments on the land mentioned in the petition and for no other consideration whatever. That on the 20th day of November 1874 the Plaintiff sold and by deed of general warranty conveyed to this defendant the lands in the petition described for the consideration of Twenty seven Hundred and fifteen Dollars and all of which has been paid except the note in the petition set forth. That by said deed of conveyance and as a part of the covenants with the Defendant the said premises was put clear from all incumberances whatsoever and that he would forever warrant and defend the same with the appurtenances unto the said Thomas Martin and his heirs and assigns against the lawfull claims of all persons whomsoever. The defendant says the said covenants and warranty have not been kept. That prior to the making and delivery of said deed there was laid out and constructed along the northern boundry of said lands and within less than two miles of the same under the provisions of the Act of March 29th 1867 and amendatory act relating thereto, authorizing the County Commissioners to lay out and construct roads on the petition of the majority of resident land owners &c.

To pay for the improvment there was legally assessed against the said land then owned by and taxed in the name of said Plaintiff Two Hundred & Seventy three Dollars (273.00). That the said improvment was completed and the assessment to pay for the same made prior to the making of said deed. Said assessments were payable in ten equal semi annual payments with accruing interest. one tenth payable on the 20th day of Dec and June in each year until the whole amount was paid That portion of said assessment for December 1874 and June 1875 were paid by the plaintiffs, leaving the following assessments unpaid Dec. 20th 1875 $30.10, June 20 1876 $30.00, Dec. 20th 76 $30.06, June 20th 1877 $30.00 Dec. 20th 1877 $30.06 June 20th 1878 $30.00 Dec. 20th 1878 $30.00. June 20th 1879 $24.60 which sums were paid by this defendant the plaintiff refusing to pay the same. The said assessments on said land was legally made and necessary to pay for said improvment, and that the same was completed prior to the execution of the deed by the said plaintiff to this defendant. The Defendant says that the payment of said tax assessment by him was necessary in order to remove the incumberance from said land and to prevent the said lands being sold for taxes and that the same was an incumberance on said land at the time said deed was made and against which the said plaintiff in his said deed

did agree to warrant and defend.

Wherefore this defendant asks that the said several assessments so paid by him be accounted a credit upon said note of the date of their respective payments to-wit: that there be credited Dec. 20th 1875 $30.10 June 20" 1876 $30.00 Dec. 20" 1876 $30.06 June 20" 1877. $30.00 Dec. 20" 1877 $30.06, June 20" 1878 $30.00, Dec. 20" 1878 $30.00 June 20" 1879 $24.60 which several sums when so credited may be deducted from said note and for all proper relief.

Cameron & Woodburn Attys for Defts.

State of Ohio Union County ss. Thomas Martin being first duly sworn deposes and says that he believes the facts stated and allegations made in his foregoing answer are true as he verily believes

Thomas Martin.

Sworn to before me and signed in my presence this 14th day of Feby. 1885.

J.C. Burgner, Clerk.

On the 14th day of Feb. 1885 a Demurrer was filed with the Clerk of said Court, to-wit:

Demurrer

J.H. Robinson
vs
Thomas Martin et al

} In Union County Court of Com. Pleas.

The said Thomas Martin demurs to the First Cause of action set up in the Cross-Petition of the said Farmers Bank and for grounds of demurrer says: First: Said Farmers Bank has not legal capacity to sue in said action or to maintain said Cross-Petition. 2d There is a defect of Parties to the said Cross-Petition. 3d Facts sufficient to entitle the said Defendant to the relief asked in said Cross-Petition are not contained in said first cause of action.

The said defendant Thomas Martin demurs to the Second Cause of action set up in said Cross-Petition of the said Farmers Bank and for grounds says: Said Second cause of action does not state sufficient facts to show any lien on said premises or to entitle the said Farmers Bank to the relief therein demanded

The said Thomas Martin demurs to said Cross Petition of the Farmers Bank. First because it has not legal capacity to sue in this action or to maintain said Cross Petition.

Second: The said Cross Petition does not contain sufficient statement of facts to entitle the said Farmers Bank to the relief demanded against this defendant.

D.H. Ayres, Cameron & Woodburn Attys for Defts.

Afterward on the 18th day of February 1885 the following Reply was filed with the Clerk of said Court, to-wit:

Reply

J.H. Robinson
vs
Thomas Martin et al

} Court of Common Pleas. Union County, Ohio.

The Plaintiff for Reply to the Defendants Answer to his Petition says he admits that he conveyed the land in the petition described by deed Nov. 20th 187[illegible] with covenents

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against incumberances and he admits that said defendant paid the assessments made by the County Authorities for the construction of said turnpike at the times therein alleged, to-wit: $30.00 the 20th of Dec. 1875 - $30.00 June 20th 1876. $30.00 Dec. 20" 1876. $30.00 June 20" 1877. $30.00. Dec. 20th 1877. $30. June 20" 1878 $30. Dec. 20" 1878 and $24.60 June 20" 1879. but he denies that said sums were a lien on said land on the 20th of Nov. 1874. when said deed was executed & Plaintiff denies that said improvment was then made or completed and denies that any valid or legal assessment was at that time made against said land that was then a lein thereon except the payments due Dec. 20th 1876 & June 20th 1875. which Plaintiff said & denies that said note was given for the purchase money of said land except as hereinafter mentioned.

Second: For Second Reply Plaintiff says the Defendant at the time said deed was delivered, executed and delivered to Plaintiff his mortgage for $2750. to secure that much of said purchase money and that afterwards on the 22d of October 1877 the Plaintiff & said said Defendant agreed with each other that in consideration of a house & lot conveyed at that time to Plaintiff by said Defendant & in consideration of the note and mortgage in said petition described the Plaintiff cancelled & delivered up said mortgage which Defendant had delivered him for said purchase money & at that time the Defendant had paid three of said installments or assessments & afterwards on the 29th day of August 1879 after all of said alleged payments of assessments were made by Defendant, the Plaintiff bought of Defendant two colts which by their mutual agreement were taken at the price of $200 in consideration that they should be applied on said note & pay the interest thereon and reduce the principal to $650 and afterwards on the 20th day of May 882 the Plaintiff and Defendant entered into an agreement that in consideration that Plaintiff would and did buy of Defendant 24 head of cattle at $40.00 per head the sum should be applied on said note sufficient to pay the interest thereon to Oct. 22d 1882. and reduce the principal to $650.00

And Plaintiff says that at no one of said times was there any arrangement or agreement to apply or credit either or any part of said payments of assessments for said road improvment and he says that no such credits were made or agreed to be made on said notes or either of them at any time

Third: For a further reply Plaintiff says that both the Plaintiff & Defendant when said land was purchased from Plaintiff by Defendant they both knew all about said proposed improvment and that said assessments were to be made & it was the understanding and agreement between them that said Defendant would and should pay said assessments as they should go on the duplicate after the two payments then a lein thereon as aforesaid and that

as Defendant would derive the benefit of said improvement in the enhancement of said land in value that he should and would pay said assessments & they both at that time agreed & understood that such was the law even though no agreement should be made and the said deed and mortgage was made with that understanding & agreement and it would now be inequitable and unjust to suffer Defendant to reap the benefit of said improvement & now recover the cost thereof from Plaintiff.

Fourth. The Plaintiff for a further reply says that with the exception of the payment of the said assessment June 20th 1879 the cause of action on said payments made by Deft to the Treasurer of said County did not, nor did either of them accrue within six years before commencement of this action and all of said sums claimed except said $24.60 said June 20th 1879 are barred by reason of this payment more than six years prior to the commencement of this action. Wherefore by reason of the premises the Plaintiff prays judgment & decree as he did in his original petition.

J. H. Robinson

The State of Ohio Union County ss. J. H. Robinson, Plaintiff, being duly sworn deposes and says he believes the allegations of the foregoing Reply are true.

J. H. Robinson

Sworn to before me and signed in my presence this 18th day of February A.D. 1885

(Seal) J. S. Burgner, Clerk.

Afterward on the 5th day of March 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry. J. H. Robinson vs Thomas Martin et als

This day came the Plaintiff by leave of the Court & consent of the Defendants withdraws his prayer for judgment at law on his first cause of action leaving this cause for hearing on the second cause of action.

Afterward on the 18th day of March 1885 the following entry was made on the Journal of said Court, to-wit:

Entry J. H. Robinson vs Thomas Martin et al

This day came on this cause to be heard on the demurrer of Thomas Martin to the Cross-Petition of The Farmers Bank. Whereupon the Court being fully advised in the premises do overrule said demurrer to which said Thomas Martin excepted & asked and obtained leave of the Court to file his answer to said Cross-Petition in ten days.

On the 5th day of March 1885 the following Entry was made on the Journal of said Court, to-wit:

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Entry

J.W. Robinson
vs
Thomas Martin et al

This day came the parties and submitted to the Court this cause for decree for so much of the Plaintiffs demand as is not put in issue by defendants answer as provided by Section 5320 of the Revised Statutes.

Whereupon the Court having heard the arguments of Counsel for Plaintiff & Thomas Martin, Defendant, do sustain said motion & thereupon the Court find that there is due Plaintiff on said not as exclusive of said demand in said Answer the sum of $650. with 8% interest from Oct. 22d 1882. amounting this day to $773.50.

And the Court find that the Defendant claimes in his answer as follows:

$30.00 with 8 percent interest from Dec. 20th 1875, to March 5th '85.
$30.00 " " " " " June " 1876.
$30.00 " " " " " Dec. 20th 1876.
30.00 " " " " " June 20th 1877.
30.00 " " " " " Dec. 20th 1877.
30.00 " " " " " June 20th 1878.
30.00 " " " " " Dec. 20th 1878.
24.60 " " " " " June 20th 1879. which amounts to $376.22 which sum being deducted from said $773.50 leaves $397.28 not put in issue by said answer.

It is therefor considered ordered and decreed by the Court that the Defendant Thomas Martin in ten days pay said sum of $397.28 & costs, and int at 8% and in default thereof that the said mortgage be foreclosed and an Order of Sale issue to the Sheriff of this County commanding him to appraise advertise and sell according to law. the land in said petition described and bring the proceeds into Court for distribution"

Afterward on the 6th day of March 1885 the following Entry was made on the Journal of said Court to-wit:

Entry

J.W. Robinson
vs.
Thomas Martin et al

This day came on this cause to be further heard by the Court & the Court having heard the evidence and the arguments of Counsel do find for the Plaintiff on the issues joined between the Plaintiff and Thomas Martin and that there is yet due to the Plaintiff on said mortgage the sum of $376.22 beside the sum for for which decree was rendered in this Court at the present term of the Court.

It is therefor considered, ordered and decreed by the Court that the Defendant Thomas Martin within

twenty days pay to the Plaintiff the further sum of $376.22 with 8 percent interest from March 5th 1885 & costs so found due Plaintiff on said mortgage & on default of such payment that an Order of Sale issue to the Sheriff of this County, commanding him to appraise advertise and sell said land according to law and bring the proceeds thereof into the Court for distribution. Thereupon the said Thomas Martin gave notice of his intention to appeal this cause to the Circuit Court & the Court fix the bond for appeal at double the amount of this decree.

Afterwards on the 20th day of March 1885 the following Entry was filed with the Clerk of said Court, to-wit:

Entry — J. H. Robinson vs Thomas Martin et al

This day came the parties in this case and the Defendant Thomas Martin having failed to file his answer to the Cross Petition of the Defendant The Farmers Bank of Marysville in the above cause and said Thomas Martin asking for further time to file said answer the said request is granted and he has 30 days in which to file said answer to said Cross Petition and thereupon this cause came on to be heard on the motion of said Farmers Bank to have this cause referred to a Referee to take testimony & report his findings of fact & law on the issues which shall be joined between said parties, said Martin & said Bank. Whereupon the Court being fully advised in the premises do sustain said motion and ordered that said cause be referred to a referee for said purpose to all of which said Thomas Martin objects and excepts. And thereupon the said Martin without waiving his rights as to the appointment of a receiver agreed with said Bank upon T. J. Hoops as a suitable person to be appointed referee. Whereupon this cause is referred to said Hoops to take testimony and report his findings of law and facts in the premises at the next term of this Court, to all of which said Martin excepts and this cause is continued.

Afterwards on the 13th day of April 1885 an Appeal Bond was filed with the Clerk of said Circuit Court, to-wit:

Appeal Bond. Know all men by these presents, That We. Thomas Martin and Lawrence Martin are held and firmly bound unto James H. Robinson in the penal sum of Seven Hundred and Fifty two dollars. to the payment of which well and truly to be made we do hereby jointly and severally bind our selves, our heirs, executors and administrators.

Sealed with our seals and dated this 13th day of April 1885.

The condition of the above obligation is such that whereas the said Thomas Martin has taken an appeal from a certain judgment rendered against him and in favor of the said

James H. Robinson in the Court of Common Pleas within and for the County of Union and State of Ohio at the February Term 1885 in Case No 4666 entitled Jas. H. Robinson vs. Thomas Martin to the Circuit Court of said County: Now if the said Thomas Martin shall Prosecute his appeal to effect without unnecessary delay and shall abide and perform the order and judgment of said Circuit Court and pay all damages and costs which may be awarded against him said Appellant, the said Thomas Martin then this obligation shall be void; otherwise it shall remain in full force and virtue in law.

Thomas Martin (Seal)
Lawrence Martin (Seal)

The execution of the above undertaking and the sufficiency of the sureties therein approved by me this 13th day of April A.D. 1885.

J.L. Burgner, Clerk.

Afterward on the 5th day of May 1885 the following Entry was made on the Journal of said Circuit Court, to-wit:

Entry

J.H. Robinson
vs
Thomas Martin et al

This day came the parties and submitted this cause to the Court and the Defendant consented and agreed with the Plaintiff that he, said Thomas Martin, do thowe on said mortgage in said petition described, to the Plaintiff the sum of $202.72 besides the $397.28 for which decree was taken in the Court of Common Pleas in excess of the sum in dispute, making a total of $600, with 8 per cent interest from the date thereof March 5th 1885. It is therefore by consent and agreement of said parties, ordered and decreed by the Court that said Defendant Thomas Martin pay to Plaintiff said sum of $202.72 with 8 percent interest so as to make the whole sum $600. with 8 percent interest from March 5th 1885 and that said Thomas Martin pay the costs herein expended taxed to $ and the Court further order and decree by the consent of said parties that an Order of Sale be not issued for six months from this date to pay said $202.72 & interest as aforesaid and costs as aforesaid. that an Order of Sale issue to the Sheriff of said County of Union commanding him to advertise and sell said premises to satisfy said claim of $202.72 & interest and costs and said former decree for $397.28 & interest and that this cause be remanded to the Court of Common Pleas for further proceedings and carry out this decree.

Afterwards on the 17th day of June 885 the following Entry was made on the Journal of the Court of Common Pleas of Union County, Ohio, to-wit:

J.H. Robinson

vs

Thomas Martin et al

Entry

This day came the Farmers Bank of Marysville, Ohio, and also Thomas Martin & his wife Lucy F. Martin & settled this cause in conjunction with cause No. 4659 wherein the Farmers Bank is Plaintiff and said Martin is Defendant, to-wit: the said Thomas Martin having released all his interest in & to the property personal and real of said Bank and gone out of Partnership with J.M. Southard, Edward Heller, Levi Longbrake & Charles H. Southard and having adjusted all claims of usury & all claims of error and mistakes in calculations & Credits in every respect in said two causes Nos 4659 & 4666 & the said Thomas Martin is after said release of his interest in said Company & all claim of usury &c. as aforesaid, to remain indebted in case No 4659 for the sum of $772.93 for which with costs & interest at 8 per-cent judgment is entered & stay of execution for one year also entered with the consent of Lawrence Martin; & said Martin and his wife aforesaid remain indebted on said mortgage to said Farmers Bank in the sum named in said mortgage in the petition described to-wit: Two Thousand Dollars with 8 percent interest payable semi annually from April 1st 1884 as claimed in said Cross-Petition of said Bank.

Therefore it is considered, ordered and adjudged by the Court by the consent and agreement of all of said parties that said Mortgage be foreclosed and said Bank recover from said Thomas Martin said sum of Two Thousand Dollars with 8% interest thereon payable semi annually from April 1st 1884. together with the costs herein expended taxed to $. "And further it is agreed by the parties that no execution or Order of Sale issue until the 1st of May 886 and if said Thomas Martin & his wife fail to pay said sum of Money with the interest as aforesaid & costs on or before the said 1st day of May 886. then that an Order of Sale issue to the Sheriff of this County commanding him to appraise advertise & sell said premises according to law to satisfy said Mortgage lien, and all errors are by said parties hereby waived & it is also found that the lien of J.H. Robinson for the $608. decreed in this cause is prior to and better than the said mortgage lien of said Farmers Bank & for further proceedings this cause is continued" but for convenience is left off the Docket to be redocketed at the pleasure of either Party

Attest. John D. Burgner, Clerk.

See Vol. 26 Page 36. for Supplemental Record to above Case.

Petition 4831

Copy of Account.

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Pleas before his Honor John A Price 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 of the 3d Sub-Division of the 18th Judicial District of the State of Ohio on the 18th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Heretofore to-wit: on the 18 day of May A.D. 1885 the following Petition was filed with the Clerk of said Court, which reads as follows, to-wit:

Phineas Bell Plaintiff
vs
Amos B. Enright Defendant

The State of Ohio, Union County, Court of Common Pleas.

Petition #831

And now comes the Plaintiff Phineas Bell and for cause of action herein against the said Amos B. Enright, Defendant, says: That there is due him the said Plaintiff from the said Defendant the sum of One Hundred and Two & 77/100 Dollars which he claims with interest from the 15th day of May 1885 on an account, a copy of which with all the credits is hereto attached Marked "A" and made a part hereof. Therefore Plaintiff asks judgment against Defendants in said sum of One Hundred & Two & 77/100 Dollars with interest from said 15th day of May A.D. 1885

Powell & Fulton Attys for Plff.

The State of Ohio Union County ss. Phineas Bell being first duly sworn according to law says the facts stated and allegations in his foregoing petition are true as he verily believes.

Phineas Bell.

Sworn to before me and subscribed in my presence by said Phineas Bell this 15th day of May A.D. 1885

Edward B. Cole Notary Public

Copy of Account.

January	13th	1883.	A B. Enright				$1.50
To 3 lbs tea							
January	17th	1883	To 2 lbs tea	40¢	per lb.		.80
February	2d	"	" 4 "	"	50¢	$2.00 Feb. 28 " 1 lb.	.40¢ 2.40
March	6"	"	" 1 "	"	50¢	Mch 14 " 66 tea	60¢ 1.10
"	21st	"	" 2 "	"	50¢	$1.00 Apr. 5 " 1 lb. tea	50¢ 1.50
April	17th	"	" 1 "	"	40¢	May 12 " ½ " tobacco	27¢ .67
May	22d	"	" ½ "	Tobacco	28¢	" 22d 2 lbs Potatoes	$1.40 1.68
"	24th	"	" Gingham, Socks, Powder & Caps				.65
June	6th	"	" Sausage, Tobacco, Soda				.75
"	20"	"	" Tea & Sugar	$1.00	23d Lard & Axle Grease	85¢	1.85
"	25"	"	" Tobacco	20¢	28th " Sugar & Tobacco	38¢ Jul 3d Tob. & Su.	38¢ .98
July	9th	"	" "	& Sugar	45¢ July 13th Groceries		1.97
"	18th	"	" "	& Tea	70¢ " 25" "	95¢	1.65
"	30th	"	" Groceries	$2.98	Aug 3d Dry Goods & Groceries	$2.20	5.10
Aug	10th	"	" "	98¢	" 11" Tobacco & Sugar	75¢	1.73
"	13th	"	" Tea & Sugar	60¢	" 17" " Tea & Crackers	75¢	1.35
"	21st	"	" Tobacco	25¢	" 22d Tea & nails	38¢ 28" Tob.	25¢ 1.08
"	30	"	" Sugar, Meat & tea	2.60	Sept 1st Tob. & Sugar	50¢	3.10

Sept. 8th 1883	Sugar, Tobacco & Lard 75¢ 16th Goods & Groceries $3.73	$4.68
" 14th "	Tobacco nails 33¢ 15th Tea 50¢ 17th Coal Oil & Tobacco 55¢	1.38
" 25th "	Goods & Groceries 1.25 28th Tobacco & Butter 45¢	1.70
Oct 1st "	Tobacco 25¢ 9th Dry Goods & Groceries $1.90	2.15
" 11th "	Tea, Sugar & Tobacco $1.57 15th Boots & Shoes $12.50	14.07
" 16th "	Meat & Dry goods $3.34 Oct. 18th Jeans 40¢	3.74
" 18th "	Tobacco 25¢ 22d Balance on trade 95¢	1.20
" 24th "	Tea 50¢ 25th Tobacco 25¢ 28th Bal. on trade $1.35	2.10
Nov 1st "	Groceries 60¢ 7th Meat, Tea & Raisins $2.67	3.27
" 9th "	Nails, Sugar & Linsey	1.41
" 13th "	Tobacco 25¢ 16th Mittens 80¢	1.05
" 18th "	Hats for Boys $3.50 20th Tobacco, Coal Oil &c. 81¢	4.31
" 21st "	Dry Goods $2.12. 23d Tobacco, Sugar & Tea $1.00	3.12
" 26th "	Shears, Sugar & Socks 90¢ Dec. 1st Dry Goods $3.65	4.55
Dec. 3d "	Tobacco & Butter 38¢. 7th Tea, Crackers & Tobacco &c. 95¢	1.33
" 8th "	Sugar 35¢ 11th Tobacco 20¢ 15th Sugar &c. 45¢	.90
" 17th "	Tea & nails 41¢ 18th Tobacco & Sugar 45¢	.86
" 22d "	Groceries 70¢ 29th Sugar 27¢ 31st Tobacco 20¢	1.17
Jan 2d 1884.	Tea 50¢ 3d 1 pair Boots $3.50	4.00
" 10th "	Tobacco, Tea & Dry Goods $2.64. 14th Sugar &c. $1.03	3.67
Feb. 15th "	Balance on trade 49¢ 18th Boys Boots $1.75	2.24.
" 27th "	Tobacco 20¢ March 4th Sugar & Carpet tacks 35¢	.55
March 9th "	Tea & Coal Oil 65¢ 14th Nails & Hautbic Oil 90¢	1.55
" 15th "	Tea, Coffee & Tobacco 63¢ 20th Sugar & Tobacco 47¢	1.10
" 29th "	Tea, Tobacco & molasses $1.20 Apr 2d Blanks 25¢	1.45
Apr. 8th "	Tea & Sugar 71¢ 10th Tobacco 20¢	.91
" 21st "	Tobacco 30¢ May 5th Tobacco 20¢ Bal. on trade 12¢	62
May 17th "	Tobacco 20¢ 29th Tobacco 10¢, June 3d Tobacco 20¢	.50
June 9th "	Tobacco & sugar 47¢ 16th Tobacco 20¢ 19th Coffee 16¢	.83
" 21st "	Tobacco & Sugar 40¢ 26th Tobacco & Sugar 40¢	80
" 27th "	Butter 25¢ July 1st Coffee & Sugar 41¢	.66
July 3d "	Groceries &c 68¢ 7th Tobacco, Butter & Pepper 55¢	1.23
" 10th "	Balance on trade 10¢ 14th Dry Goods, Hat, Shoes &c.	4.95
" 14th "	Butter & Coffee	.40
	Total	108.06
Order By Geo. Bell $3.50. Road Scraper $8.00, Spring wagon bed 3.00.		14.50
	Whole amount	$122.56
Bridge Timber $1.50. Two years Dr $14.64	Total	$138.70
Cr. May 24th 1883	Amos B. Ebright	Cr.
By hauling lumber to Plain City.		$8.75
July 28th 1883. By. Scraping in ditch		2.75
Aug. 4th " "	Paid by A.A. Johnson	1.23
Aug 14th " "	Cash	.95
Sept 5th " "	"	12.00
" 18th " "	"	.25
Oct. 20th " "	"	10.00
	Total Cr.	35.93
	Whole amount Dr.	138.70
	Balance	102.77

Praecipe

For Defe
claimed

Summons

Sheriff's Return

$4.68 Praecipe To Clerk: Issue Summons to Sheriff of Union County, Ohio. 1.38
for Defendant, returnable according to law. Indorse Amt. 1.70
claimed $102.77 with interest from May 15th 1885. 2.15
Powell & Fulton Attys for Pltff. 14.07

Afterward on the 16th day of May 1885 a Summons was issued 3.74
by the Clerk of said Court, to-wit: 1.20

Summons The State of Ohio Union County ss. To the Sheriff of the County 2.10
of Union. Greeting: We command you to notify Amos B. Ebright 3.27
that he has been sued by Phineas Bell in the Court of 1.41
Common Pleas of Union County, and that unless he answer 1.05
by the 13th day of June A.D. 1885 the petition of said Phineas 4.31
Bell against him filed in the Clerk's Office of said Court, 3.12
such petition will be taken as true and judgment ren- 4.55
dered accordingly. You will make due return 1.53
of this summons on the 25th day of May A.D. 1885. .90
Witness my hand and the Seal of said Court .86
this 16th day of May A.D. 1885. 1.17
Seal J.B. Burgner, Clerk. 4.00
Amount claimed $102.77 with interest at 6 percent from 3.67
May 15th 1885.

Sheriff's Return The State of Ohio Union County s.s. Received this writ May 18th 2.24
A.D. 1885 at 2 o'clock P.M. and pursuant to its command, on .55
the 25th day of May A.D. 1885 I served the same by handing the 1.55
within named Amos B. Ebright a true copy with the endorsements 1.10
thereon Service 30¢ Mileage $1.44 Copy 20¢ = 1.94 1.45
W. Hopkins, Sheriff. .91

Afterward on the 7th day of July 1885 the following Entry .62
was made on the Journal of said Court, to-wit: .50

Phineas Bell .83
vs .80
Amos B. Ebright .66

This day this cause came on to be heard 1.23
upon the petition of the Plaintiff and the evidence, the 4.95
Defendant though duly served with a Summons herein .40
having failed to answer, demur or otherwise object to Plain- 18.06
tiff's petition but made default. On consideration where- 14.50
of and the Court being fully advised in the premises 22.56
finds that there is due to the Plaintiff from the Defendant 8.70
on the account mentioned in the petition the sum of $102.77 for
It is therefore considered and adjudged that the Plain- $8.75
tiff recover of the Defendant the said sum of $102.77 and 2.75
that the same bear interest from the 1st day of this term 1.23
and that the Plaintiff recover his costs herein taxed at $ .95
and that Defendant pay his own costs taxed at $ for which 2.00
execution is awarded. .20
5.00
3.95
8.70
.77

Attest: J.B. Burgner Clerk.

Pleas before his Honor John A Price, 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 of the 3d Subdivision of the 10th Judicial District of the State of Ohio, on the 16th day of April in the year of our Lord One Thousand Eight Hundred and Eighty three.

1883 the following Petition was heretofore, to-wit on the 29th day of April filed with the Clerk of said Court, to-wit:

John R. Taylor, Executor of James O'Laughlin dec'd Plaintiff.
vs.
Isaac Jolliff & Mary A. Jolliff Defendants } Court of Common Pleas, Union County, Ohio.

Petition 4027

On or about the 20th day of September A.D. 1881 the said James O'Laughlin 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, by said Court, and the Plaintiff thereupon duly qualified

2d On the 27th day of March A.D. 1875 the Defendant, Isaac Jolliff, made and delivered to one Etting T. Ryan, his promissory Note of that date, and thereby promised to pay to said Etting T Ryan or order, Five Hundred & four & 30/100 Dollars on the 1st day of April A.D. 1878 @ 6% interest after April 1st 1875 until due and 8% interest after maturity for value received (a copy of said note with all credits thereon is hereto attached marked "Exhibit A").

3d The Defendant Isaac Jolliff on said 27th day of March A.D. 1875 to secure the payment of said note (and two other notes of equal amounts which have since been paid) executed and delivered to said Etting T Ryan, his mortgage deed and thereby conveyed to the said Etting T Ryan, his heirs and assigns, the following lands and tenements situate in the County of Union in the State of Ohio in Leesburg Township and in U.M. Survey No 13592 and bounded and described as follows, to-wit: Beginning at a Stone in the north line of Survey No 5870 and South East corner to George Shroyer's land, (part of Lot No 5 of the Sub Division of Surveys Nos 13592 & 15941) Thence with the East line of said George Shroyer's land and the East line of Isaac Jolliff's land (part of Lot No 4 of said Sub-Division) N 7 1/2° W. 174 Poles to a stone North East corner to Isaac Jolliff's land in the North line of Lot No 4 of said Sub Division; Thence with said line N. 82 1/2° E. 46 1/2 Poles to a stone corner to Elroy Moore's land, Thence with the west line of his land S. 7 1/2° E. 173 1/2 Poles to a stone corner to said Elroy Moore's land in the North line of said Survey No 5870; Thence with said line S. 81 1/2° W 46 12/100 Poles to the beginning, Containing 50 Acres and 46 Poles more or less.

The condition contained in said deed was in substance that if said Isaac Jolliff should pay to said Etting T. Ryan, or order, said note (and the other two notes above referred to) then these presents shall be void, otherwise to be and remain in full force & virtue in law.

Said notes were given to secure the payment of the balance of the purchase money for the above described premises and Plaintiff says that, as against his said claims, the Defendant Mary A. Jolliff co
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Jolliff cannot claim and hold a dower interest therein and asks the Court so to find.

4th On the 5th day of April A.D. 1875 at 10½ 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 April 20th 1875 in Record of Mortgages for said County of Union in Vol. 11 Page 359.

5th At the lifetime of said James O'Laughlin and before the maturity of said note, said Etting T. Ryan, for a full, fair and valuable consideration sold and delivered said note and delivered said mortgage to said James O'Laughlin, and, as his last to the Plaintiff is now the legal owner & holder thereof.

6th The said deed has become Absolute. There is now due and remaining unpaid upon said indebtedness the sum of Five Hundred & Four & 20/100 Dollars, with interest @ 6% from April 1st 1875 until April 1st 1878 & 8% from April 1st 1878 with a credit of $29.00 paid Dec. 5th 1879.

7th The Plaintiff therefore asks judgment against said Isaac Jolliff for said sum of $504.20 with 6% interest thereon from April 1st 1875 to April 1st 1878 and 8% from April 1st 1878 (with credit of $29.00 paid Dec. 5th 1879). and that said mortgage may be foreclosed said premises ordered to be sold and the proceeds applied to the payment of said debt, and for all proper relief.

A.T. Carpenter Atty for Pltff.

The State of Ohio Union County ss. Jno. R. Taylor, the above Plaintiff being sworn says that the facts stated & allegations contained in this foregoing petition are true as he verily believes.

Jno. R. Taylor.

Sworn to by Jno. R. Taylor before me, and signed by him in my presence this 24th day of May A.D. 1882.

J.C. Burgner Clerk.

Praecipe

To Clerk: Issue summons in above case returnable according to law. Endorse "Action on note & mortgage Amt. Claimed $504.20 @ 6% from Apr. 1st 1875 to Apr. 1st 1878 & 8% after Apr. 1st 1875 - credit of $29.00 paid Dec. 5th 1879."

A.T. Carpenter

Marysville March 27th 1875.

Copy of Note.

"Exhibit A" $504.20

On April 1st 1878 I promise to pay to the order of Etting T. Ryan Five Hundred & Four & 20/100 Dollars at Marysville Ohio. with int. at 6% after date April 1st 1875 and 8% after maturity value rec'd. No Three.

(Signed) Isaac Jolliff

Due April 1st 1878. Credit "Dec. 5th 1879 Received on the within note Twenty nine Dollars.

Afterward on the 29th day of April 1882 a 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 Isaac Jolliff & Mary Jolliff that they have been sued by John R. Taylor as Executor of James O'Laughlin Dec'd in the Court of Common Pleas of Union County and that unless they answer by the 27th day of May A.D. 1882 the petition of said Plaintiff 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 May A.D. 1882. Witness my hand and the seal of said Court, this 29th day of April A.D. 1882.
Seal
J.D. Burgner, Clerk.

In action on note & mortgage, Amt. claimed $504.20 at 6% interest from April 1st 1875 to April 1st 1878 and 8% int. after April 1st 1878. Credit of $29.00 paid Dec. 5th 1879.

Sheriff's Return

The State of Ohio, Union County ss. Received this writ April 29th A.D. 1882 at 4 o'clock P.M and pursuant to its command on the 1st day of May A.D. 1882 I served the same by delivering a true copy thereof with the endorsments thereon to each of the within named Defendants. Service 4$ Mileage $1.60 Cop. 40¢ = $2.45
John Hobensack, Sheriff.

May 24th 1882. Petition filed.

Afterwards on the 26th day of May 1882 a 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 Isaac Jolliff and Mary A. Jolliff that they have been sued by John R. Taylor Exr. of James O'Loughlin in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of June A.D. 1882 the petition of the said Plaintiff 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 June A.D. 1882. Witness my hand and the seal of said Court this 26th day of May A.D. 1882.
Seal
J.D. Burgner, Clerk.

In action on note & mortgage Amt claimed $504.20 @ 6% int. from April 1st 1875 to April 1st 1878 and 8% after April 1st 1878. Credit $29.00 paid Dec. 5th 1879.

Sheriff's Return

The State of Ohio Union County ss. Received this writ May 26th A.D. 1882 at 10 o'clock A.M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsments thereon to each of the within named Defendants on the 31st day of May 1882. Service 4$ Mil $1.76 Cop. 40¢ = $2.61
John Hobensack Sheriff.

Afterward on the 24th day of June 1881 the following Answer was filed with the Clerk of said Court, to-wit:

Answer

John R. Taylor Admr. with the will annexed of James O'Loughlin. Plff
vs.
Isaac Jolliff & Mary A. Jolliff. Defendant.

The State of Ohio Union County ss.

To the Court of Common Pleas.

Now come the Defendants and for their Answer to the petition of the said Plaintiff say:
That said James O'Loughlin dec'd. was the father of said

Mary Jolliff and that he had no other children. The mother of the Defendant, Mary, has been dead for several years and the present widow of said deceased was his wife by second marriage. The said James O'Laughlin desiring to help this defendant, Mary, who was his only child, as aforesaid paid said note to Ryan for her husband but not as a purchaser of said note. That he paid the note and took up the mortgage to relieve the lands of these Defendants and as an advancement to the said Mary. That he never intended to require these Defendants to pay said note. But on the contrary, intended the same as a gift to said Mary. That when he made his will, a copy of the items of which is hereto attached, he purposely omitted to mention said note believing it would remain the property of the Defendant, Mary, as she was his only heir. These Defendants say that said note was not disposed of by will and that the said Defendant, Mary is the only heir and the only person interested in the proceeds of said note.

That the said widow has other provisions made for her by the terms of said will and that she has elected to take under said will and therefore has no interest whatever in said note and that the defendant, Mary does not desire said note to be collected and is willing to relieve the said Plaintiff from all responsibility in regard to the same. That for said Plaintiff to compel these defendants to pay said note to him that he might pay it back to them or to said Mary would be a vain thing and put the defendants to much useless trouble and expense and that both Defendants have so notified the Plaintiff and requested him to deliver up said note to said Mary that she would prefer the same to money and would receipt to him and exonerate him for so doing. The Defendants are both now willing and desirous to have the said note delivered up to them and the said mortgage cancelled and are both willing to pay the Plaintiff whatever commission he would have upon the said note if the same be proper to be paid.

The Defendants deny that there is any sum whatever due the Plaintiff as such Executor upon said note but say the same was paid off by said deceased as an advancement to said and not to be collected.

For a Second and further defence these Defendants say. That in consideration of the said deceased taking up said note the Defendants had furnished to said deceased a house and some land of the value of $150. per year from the 1st of March 1876 to the month of June 1880 in all 4 years and three months. The value of the use of said land would be $650cts. The Defendants gave said deceased money at different times but kept no special

account of the same. They gave him in the month of August 1880 the sum of $25.00. and paid taxes for him the last two years $15.00. The Defendants had also taken care of the wife of the said deceased in the year 1864 and also cared for him during that time, which services were worth $60.00. Making a total amount of $750 cts. The Defendants say that while the last item set forth above was many years ago yet the said deceased recognized said services and in consequence of the said several items paid off said note to reimburse the Defendants.

The Defendants further say that from the year 1876. until June 1880 the Defendants furnished pasture to the said deceased for two cows during the pasturing season, which pasturing was well worth about $25 cts per year making in all $100 cts. The Defendants say that if said Plaintiff ought not to be allowed to collect said note, but if the Court should hold that under the circumstances the plaintiff would be entitled to collect said note, then the said several payments should be allowed to offset the same so far as necessary to equal said note and the defendants ask no judgment except for cost.

These Defendants say that the said James O'Loughlin in his life time was fully compensated for said money advanced to pay said note in the manner aforesaid and that in equity the same should be delivered up to the defendant and cancelled. Wherefore these Defendants pray that the said note may be ordered to be delivered up to the Defendants and that the said mortgage be ordered cancelled. That if the Court should find the Plaintiff entitled to collect said note, then that the just and full amount of all the Defendants claims against the said deceased may be found and the same so much as is necessary may be allowed to offset said note and mortgage and that the same may be cancelled by order of the Court and for such other and further relief as equity may require.

J. L. Cashero and S. S. Gardiner Attys for Defts.

State of Ohio Union County ss. Isaac Jolliff being first duly sworn deposes and says as follows: that he is one of the Defendants in the foregoing answer and that the facts stated and allegations made in the foregoing Answer are true as he believes.

Isaac Jolliff.

Sworn to before me by said Isaac Jolliff and by him signed in my presence this 18th day of June 1882.

J. L. Burgner, Clerk.

Copy of Will. I James O'Loughlin of Union County Ohio. do make and publish this my last will and testament.

I give and devise to my beloved wife in lieu of her dower the farm on which we now reside situate in Leesburg Township, Union County Ohio. containing about 34 acres and ½ during her natural life. And all the stock, household goods, furniture, provision and other goods and chattles which may be thereon

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at the time of my death during her natural life as aforesaid. and at the death of my said wife, the real estate aforesaid I give and devise to my daughter Mary Jolliff and her heirs and I also give and devise the chattles that may be left at the death of my wife to my daughter Mary Jolliff.

In testimony whereof I have hereunto set my hand and seal this July 2nd 1880.

James O'Loughlin.

Afterward on the 22nd day of September 1882 the following Reply was filed with the Clerk of said Court, to-wit:

Jno. R. Taylor Admr &c. }
vs. } Court of Com. Pleas. Union County, Ohio.
Isaac Jolliff et al Defts }

Reply.

The Plaintiff for Reply to Defendants Answer says: That he admits that said James O'Laughlin was the father of the Defendant Mary Jolliff and that she was his only child. That the mother of Mary Jolliff has been dead some years, and that James O'Laughlin's surviving widow is his second wife and Plaintiff denies each and every other allegation in the Defendants answer and prays as in his petition he has prayed.

A. C. Barpenter Atty for Plaintiff.

The State of Ohio Union County ss. Jno R. Taylor, the above named Plaintiff, being sworn says that the facts stated and the allegations contained in his foregoing Reply are true as he verily believes.

J. R. Taylor.

Sworn to by Jno R. Taylor before me and signed by him in my presence this 2nd day of September A.D. 1882.

J. C. Burgner, Clerk.

Afterward on the 23rd day of January 883 the following Entry was made on the Journal of said Court, to-wit:

John R. Taylor &c. }
vs. } Entry
Isaac Jolliff et al }

This day this cause came on to be heard upon application and showing of Defendants for a continuance and was upon said application and showing continued at the costs of the Defendants.

It is therefore ordered and adjudged that Defendants pay the costs of this action made at this term of Court. taxed to $ within thirty days and in default thereof. that execution issue therefore.

Afterward on the 23rd day of April 1883 the following Entry was made on the Journal of said Court, to wit:

John R. Taylor Admr &c. }
vs. } Entry
Isaac Jolliff et al }

This cause now coming on for hearing was submitted to the Court on the petition, the answer

of Defendants, reply of Plaintiff thereto and the evidence and was argued by counsel. On consideration thereof the Court find the issue for the Plaintiff: and that there is justly due from the Defendant Isaac Jolliff, to the Plaintiff as administrator with Will annexed of the Estate of James O'Laughlin deceased, on the note and mortgage in said petition described the sum of Seven Hundred and Sixty eight & 16/100 Dollars (including interest computed thereon to April 16th 1883 the first day of this term) And it is further ordered and adjudged that in case said Defendant fails for ten days, to pay to the said Plaintiff as such Administrator, the said sum of Seven Hundred & Sixty eight & 16/100 Dollars with interest thereon at 8% from April 6th 1883 so as aforesaid found due, with costs of suit, 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 apply the procends of said sale in satisfaction of the said sum so found due with costs of suit.

Thereupon the said Defendants gave notice of their intention to appeal this case to the District Court, and the Court here allows said appeal and fixes the bond for appeal at $150.00

Record in Circuit Court Vol. 1 Page 35

Attest. J. L. Bruguer, Clerk.

Pleas before his Honor John A Price 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 of the third Sub Division of the 18th Judicial District of the State of Ohio on the 8th day of May in the year of our Lord One Thousand Eight Hundred & Eighty five.

Be it for to-wit: on the 13th day of January 1885 the following Petition was filed with the Clerk of said Court to-wit:

Mary Kerran, Plaintiff.
vs
William A Kerran Defendant } Court of Common Pleas, Union County, Ohio.

Petition 4685

The Plaintiff 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 Union. That on or about the 15th day of January 1876 at New Dover in the County of Union and State of Ohio, she was lawfully intermarried to the Defendant and she has ever since conducted herself toward the said William A Keran as a faithful and obedient wife. The Defendant, disregarding his marital duties as a husband, has been wilfully absent from the Plaintiff for more than three years last past without any cause of justification therefor so far as Plaintiff is concerned. Plaintiff says there were born to them two children now living Myrtle V. and Eva Elnora respectively five and seven years old. The Plaintiff prays that she may be divorced from the Defendant. William A. Kerran, and

Entry

Proof of Publication

that the custody of said children may be decreed to her and that she may have such other and further relief as equity may require

Cameron & Woodburn Attys for Plaintiff.

The State of Ohio Union County ss. Mary Kernan being first duly sworn says that her husband William A. Kernan left her six years ago last October, 1884. That she has never heard or seen any thing of him since and that his residence is unknown to the Plaintiff and she has used reasonable diligence to ascertain the same.

Witness R. L. Woodburn. Mary X (her mark) Kernan

Sworn to before me and signed in my presence this 12th day of January 1885.

(Seal) Frank N. Hamilton Notary Public.

Afterward on the day of 1885 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication — Mary Kernan vs William A Kernan } Court of Common Pleas Union County, Ohio.

The Defendant, whose residence is to the Plaintiff unknown, is notified that the Plaintiff has filed her petition against him in said Court, for divorce charging him with wilful absence for three years past. Defendant is required to answer by Feb. 28th 1885.

Cameron & Woodburn Attys for Pltff

The State of Ohio Union County s.s. 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.

W. O. Shearer

Sworn to and subscribed before me this day of Feb. 1885

J. L. Burgner Clerk.

Afterward on the 17th day of January 1885 the following Entry was made on the Journal of said Court, to-wit:

Entry — Mary Kernan vs William A Kernan }

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 evidence adduced, that the Defendant has been guilty of wilful absence from the Plaintiff for more than three years last past, without any cause or justification therefor, 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 Mary Kernan and William A Kernan 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 of the parties hereto, be, until further order, confided to the said Mary Kernan exclusively. But it is hereby ordered that the Defendant William A Kernan have the privilege of visiting said children at reasonable times as may be proper. It is further ordered by the Court that the said Plaintiff pay the costs in this proceding.

Attest: J. D. Burgner Clerk.

Pleas, before his Honor John A Price 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 of the 3d Sub-Division of the 18th Judicial District of the State of Ohio, on the 22d day of February in the year of our Lord One Thousand Eight Hundred and Eighty Six.

Heretofore to-wit: on the 21st day of Nov. 1885 the following Petition was filed with the Clerk of said Court, to-wit:

Petition #974

Mary E. Rogers Plaintiff.
vs
Sidney M. Rogers Defendant.

In Union County
Court of Common Pleas.

Plaintiff says that she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of the County of Union. She further says that on or about the 3d day of November 1869 she was lawfully married at Richwood Ohio, to the Defendant whom she prays may be made a party hereto. That she has always conducted herself toward the Defendant as a faithful and obedient wife, yet defendant has been guilty of gross neglect of duty and wilful absence for more than three years last past, wholly neglecting to provide anything toward the support of the Plaintiff or her family. Plaintiff further says that the Defendant has had within the last three years loathsome and venereal diseases and is now more or less diseased and for that reason it would be unsafe and impossible for her to live with him. As the fruits of said marriage they had born to them George A Rogers born March 2d 1871 & A L. Rogers born Feby 12th 1873, Jennie M. Rogers born Sept 7th 1876. That she has all of said children under

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her support and control. Plaintiff therefore asks that upon the final hearing of this petition she be decreed the custody care and control of the said children and that she be divorced from the said Defendant and for all proper relief.

Mary E. Rogers by
J. M. Kennedy her Atty.

Afterward on the 21st day of Nov. 1885 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 Union County:
You are commanded to notify Sidney M. Rogers that Mary M. Rogers has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with gross neglect of duty and wilful absence and asking that she be divorced from him, and that she have the custody, care and control of children 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 November A.D. 1885.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 24th day of Nov A.D. 1885.

J. L. Burgner Clerk By A. R. Burgner Deputy.

Sheriff's Return.

Summons in action for divorce and custody of children
The State of Ohio Union County ss. Received this writ on the 23rd day of Nov. A.D. 1885 and on the 24th day of Nov. 1885 I served the same by handing to the within named Defendant a true copy thereof with the endorsements thereon together with a certified copy of the petition.
Service 60¢ Copy 20¢ Mileage $1.28 = $2.08

M. Hopkins Sheriff By A. Goodwin Deputy.

Afterward on the 17th day of May 1886 the following Entry was filed with the Clerk of said Court, to-wit:

Entry

Mary E. Rogers
vs
Sidney Rogers

This day this cause came on for hearing upon the petition of the Plaintiff, the Defendant being in default for answer or demurrer, and the Court being fully advised in the premises does find for the Plaintiff as follows to-wit: 1st That said parties were married as alleged in the petition and that due notice of the pendency of this petition. 2d That said defendant had been guilty of gross neglect of duty as charged in the petition. It is therefore ordered and adjudged by the Court that the marriage relation heretofore existing between the parties be dissolved and the

Plaintiff divorced from the Defendant and that she have the Custody, care and control of her children.

Attest: John D. Berger Clerk.

Pleas before His Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, Tenth Judicial District of the State of Ohio, was begun, and held at the Court House in the Town of Marysville on Monday the 22d day of February, in the year of our Lord One Thousand Eight Hundred and Eighty Six. Heretofore to wit:

On the 4th day of January, A.D. 1886, a petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition. James H. Reed, R. H. Johnson, James S. Reed, and Henry True; partners doing business under the Firm Name and Style of The Marion County Bank, Plaintiff.

5011. Against

Jesse Williams, G. S. Robinson and Joseph Price; Defendants.

Court of Common Pleas, Union County Ohio.

The Plaintiffs, James S. Reed, Richard H. Johnson, James H. Reed and Henry True say that they are a Partnership Firm doing business under the firm name and style of The Marion County Bank at Marion, Ohio. They say that on the 16th day of August A.D. 1884, the Defendants, Jesse Williams, Granvill S. Robinson by his signature of "G. S. Robinson" and Joseph Price executed and delivered to one Winget Harraman their promissory note of that date and thereby promised to pay to the said Winget Harraman or order the sum of one hundred and fifty five dollars, on the 25th day of December, A.D. 1885, a copy of said note with all the indorsements thereon is hereto attached and filed herewith. That said Winget Harraman before the maturity of said note, sold and assigned the same to these Plaintiffs. That no payments have been made upon said note; that these Plaintiffs are the owner of said note and entitled to recover the money due them; that there is now due to these Plaintiffs from said Jesse Williams, Granvill S. Robinson and Joseph Price the sum of One Hundred and Fifty Five dollars with interest at six per cent from December 25th 1885. and for which they pray for a Judgment against said Defendants and for all proper relief.

Johnston and Fisher, Attys for Plaintiff.

The State of Ohio
Marion County ss.

Henry True being duly sworn deposes and says that he is one of the Plaintiffs above named that the facts stated and the Allegation made in the forgoing, this petition are true as he believes.

Henry True.

Praecipe.

Summons

Entry.

5011.

Sworn to before me by Henry True and by him signed in my presence this 15th day of January 1886.
(Due Notry 407.) G. L. McGuin, Notary Public, Marion Co., O.

Copy of Note.

Aug. 16, 1884.

"Dec. 25-th 1885.- Dte promise to pay to the order of Dringet Harraman one hundred and fifty five dollars at. value received. Jesse Williams G. L. Robinson Joseph Price"

Indorsed as follows:

"payment at maturity guaranteed notice of demand and protest waived. Dringet Harraman"

Pracipe. To the Clerk.

Please issue a summons for Defendants, Jesse Williams G. L. Robinson and Joseph Price. Indorse "amount claimed $145.00 with interest from Dec. 25-th 1885."

Johnston and Fisher, Attys for Plaintiff.

On the 14th day of January A.D. 1886 a Summons was issued by the Clerk of said Court which reads as follows, viz:

Summons The State of Ohio, Union County ss. } Summons.

To the Sheriff of the County of Union, Greeting:

We command you to notify Jesse Williams, G. L. Robertson and Joseph Price that they have been sued by James L. Reed, R. H. Johnson, James H. Reed and Henry True, partners doing business under the firm name and Style of The Marion County Bank, in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of February, A.D. 1886, the petition of said Plaintiff, as The Marion County Bank 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 25th day of January A.D. 1886. Witness my hand and the seal of said Court, this 14th day of January A.D. 1886.

J. D. Burgner, Clerk.

Indorsed: amount claimed $145.00 with interest from Dec 25-th 1885.
Johnston & Fisher, attys for Plaintiff.
Also indorsed: We hereby waive the service of the within summons & enter our appearance therein for said case. Jesse Williams
G. L. Robertson
Joseph Price.

Afterward on the 15-th day of March A.D. 1886, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Entry. The Marion County Bank
vs
Jesse Williams,
G. L. Robertson,
Joseph Price.

5011. This day came the plaintiff by the attys and this cause came on to be heard upon the petition and the evidence. Whereupon the Court being fully advised in the premises find that said defendants had due notice of the pendency of the petition and that they are in default for answer or demurrer and that said

petition is thereby confessed by them to be true. The Court further find that since the filing of said petition, to-wit: March 5, 1886 the defendants have paid to the Clerk of this Court the sum of $75.00 on said note and that there is yet still due to the plaintiff from said defendants the sum of $71.63 with interest computed at 6 p/c. to the first day of this Term of Court. It is therefore considered and adjudged by the Court that the Pltff recover of the defts said sum of $71.63 with 6 p/c. interest thereon from Feb. 22nd 1886. together with their costs herein expended taxed at $3.65 for all which execution is awarded.

Attst. J. D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville, On Monday the 22nd day of February in the year of our Lord One Thousand Eight Hundred and Eighty Six. Heretofore, to wit:

On the 13th day of February 1886, a petition was filed with the Clerk of said Court which reads as follows, viz:

Petition

Union City Bank, Plaintiff
vs
Samuel Drake & W. A. Finley Defts. } Court of Common Pleas, Union County Ohio.

5136.

The plaintiff says it is a co partnership formed for the purpose of doing business within the State of Ohio and not incorporated. That this its action is founded upon a promissory note of which the following is a copy with all the credits:

"$150.00 March 7 - 1877.

Eight months after date we promise to pay to the order of Leander Brittan One Hundred and Fifty Dollars, value received. Samuel Drake & W. A. Finley."

Credit. "Nov. 4 - 1881, Recd on the within fifty three 25/100 Dollars." There are no other credits thereon. After the Execution and delivery of said note it was indorsed in blank by Leander Brittan and purchased by plaintiff in the usual course of business for a valuable consideration and plaintiff is now the legal owner and holder thereof. After deducting the credit the is due from the defendants to plaintiff on said note the sum of One Hundred and Thirty Two 67/100 Dollars, with 6 p/c. interest thereon from Nov. 4, 1881 which plaintiff claims and for which plaintiff asks Judgment.

A. T. Carpenter, Atty for Plaintiff.

The State of Ohio
Union County ss. } A. T. Carpenter being sworn says he is the attorney for the above named plaintiff duly authorized herein. That this the plaintiff's action is founded upon a written instrument for the unconditional payment of money only which is now in possession of affiant. Affiant further says that the facts stated and allegations contained in plaintiffs foregoing petition are true as he verily believes.

A. T. Carpenter

Sworn to by A. T. Carpenter before me and signed by him in my presence this 13th day of February A. D. 1886.

J. D. Burgner, Clerk.

To Clerk.

Praecipe Issue summons for defendants returnable according to law.

Summons

Return

Summons.

Return

Return

Indorse "Amount claimed $132.52 @ 6 p% interest from Nov. 4, 1881."
A. T. Carpenter, Atty for Plaintiff.

On the 13th day of February 1886 a summons was issued by the Clerk of said Court which reads as follows, to-wit:

Summons — The State of Ohio, } Summons.
Union County, ss } To the Sheriff of the County of Union Greeting:
We command you to notify Samuel Drake and W. A. Finley that they have been sued by Plain City Bank in the Court of Common Pleas of Union County, and unless they answer by the 13th day of March A.D. 1886 the petition of said plaintiffs, Plain City Bank against them filed in the Clerk's office of said Court, such petition of said as true, and judgment rendered accordingly. You will make due return of this summons on the 22nd day of Feb. A.D. 1886.
Witness my hand and the seal of said Court, this 13th day of February A.D. 1886. Seal J. D. Bunger, Clerk.
Indorsed. Amount claimed $132.67 at 6 p% Int. from Nov. 4th 1881.

Return — The State of Ohio } Sheriff's Return.
Union County, ss. } Received this Writ Feby 13th A.D. 1886, at 4 o'clock P.M. and pursuant to its command, on the 18th day of Feby A.D. 1886, I served the same by handing a true copy of this Summons with the indorsements thereon to the within named deft. Samuel Drake, the within named deft. W. A. Finley, not found in my Co. Fees total $2.62 — M. Hopkins, Sheriff. By A. H. Goodwin, Deptiy.

Also on the 13 day of February 1886 a summons was issued by the Clerk of said Court which reads as follows, to-wit:

Summons. — The State of Ohio } Summons.
Union County ss. } To the Sheriff of the County of Madison, Greeting:
We command you to notify W. A. Finley that he and said Samuel Drake have been sued by Plain City Bank in the Court of Common Pleas of Union County, and that unless he answers by the 13th day of March A.D. 1886 the petition of said plaintiff, The Plain City Bank, 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 22nd day of Feb. A.D. 1886.
Witness my hand and the seal of said Court, this 13 day of Feb. A.D. 1886. Seal J. D. Bunger, Clerk.
Indorsed. "Amount claimed $132.67 at 6 p% int. from Nov. 4th 1881.

Return — The State of Ohio } Sheriff's Return.
Madison County ss. } Received this Writ February 16th A.D. 1886, at 10 o'clock A.M. and pursuant to its command, on the same day A.D. 1886, I served the same by leaving a certified copy of this Writ with all the indorsements thereon at the usual place of residence of the within named Defendant, W. A. Finley. Service 30¢, Mileage $2.24, Copy 20¢, Return 25¢, Total $2.99 John T. Vent, Sheriff. By John L. White, Deputy.

Afterward on the 15th day of March A.D. 1886 an Entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

over

Entry. Plain City Bank, Plaintiff. vs Samuel Drake & W. A. Finley, Defts. } Entry

And now comes the said Plain City Bank and the said Samuel Drake and W. A. Finley having failed to demurrer all answer to the petition of the said Plain City Bank, it is considered that the said Plain City Bank might to recover the said sum of $132.67 so demanded in its petition together with the sum of $31.75 which the Court finds due as interest thereon as prayed for in said petition. (Computed up to this 15th day of March 1886.) It is therefore considered that the said Plain City Bank recover against the said Samuel Drake and W. A. Finley the said sum of $167.42 together with interest at 6% from this 15th day of March 1886 and the costs in and about this suit expended taxed to Dollars.

Attest. John D Burgess Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on Monday 22 nd. day of Feb. in the year of our Lord One Thousand Eight Hundred and Eighty Six. Heretofore, to wit: On the 17th day of Oct. A. D. 1884, a petition was filed with the Clerk of said Court which reads as follows, viz:

Sarah E. Graham, Plaintiff.
Against
Mary Graham William Graham Horace Graham John B. Cowgill and W. A. Kimball, Defendants. } In the Court of Common Pleas, of Union County Ohio.

Petition

Plaintiff says that at the September A. D. 1883 term of the Court of Common Pleas of Union County, Ohio, to-wit: September 8th. 1883, in a certain action then pending therein and numbered on the records of said Court as No. 4163 wherein this Plaintiff was plaintiff and said defendant, William Graham was defendant, she recovered judgment against said defendant William Graham for the sum of One Thousand Dollars with interest from and after September 8th 1884, also the costs of said suit amounting to $38.73. Said judgment was made a lien upon all the real estate of said defendant, William Graham, and an especial lien of upon the second hereinafter described tract. Plaintiff says that judgment remains in full force unpaid, unsatisfied and uncancelled and that no part thereof has been paid. Plaintiff says that at the time of the rendition of said judgment the said defendant was the owner in fee-simple of the undivided one-fifth of the following described real estate, to-wit: Situated in the Townships of Allen and Rush, Counties of Union and Champaign and State of Ohio, part of Virginia Military Survey No. 102. Beginning at a line stone in the northwesterly line of said Survey No. 102 and westerly corner to Daniel Belts from which a stone northerly corner to said Survey No. 102 bears N. 55° E. 33 26/100 poles; thence with the southwesterly line of said Daniel Belts S. 35° E. 161 20/100 poles to a stone and stick in the centre of the Marysville and North Lewisburg

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Gravel road, thence with the centre of said road S. 76° W. 46½ poles to a stone and crock easterly corner to Abraham A. Cooksey; thence N. 35° W. 151 poles to a stone and crock, northerly corner to said A. A. Cooksey and in the northerly line of said Survey No. 102; thence with said line N. 55° E. 48 70/100 poles to the beginning, containing 48. acres and 35 poles

Also the following on which said judgment was in terms made a specific lien by said order of Court, situated in the Township of Rush, County of Champaign in the State of Ohio; part of Virginia Militar Survey No. 102. Beginning at a stone at the north-east corner of lands formerly owned by Thomas Andas and the lands of Abraham Span's heirs; thence N. 37° W. 87⅔ poles to the N. Y. P. & C. R. R. line; thence with said line S. 53½° W. 76 poles to a stone in said line; thence S. 3° E. 28⅔ poles to a stone; thence N. 33½° E. 23 poles to a stone, thence S. 37° E. 30½ poles to a stone; thence N. 62° E. 24 poles to a stone; thence S. 36° E. 3 poles to a stone; thence N. 54° E. 30⅔ poles to the place of beginning, containing Thirty two acres and eighteen poles, excepting therefrom about 1 and one half acres conveyed by Sarah E. Graham and William Graham to Horace Graham. The said Horace Graham claims some interest in the first above described tract, and the said John B. Cargill and T. M. Kimball claim some lien on the second described tract. Plaintiff prays that said lien above described may be foreclosed, that said premises be ordered to be sold, the priorities of the liens thereon be determined and the proceeds of said sale be applied to the payment of plaintiff's said indebtedness and for all proper relief in the premises. W. T. Hoopes, Brodrick & McCampbell, Attys for Pl'ff.

The State of Ohio, } Sarah E. Graham, the plaintiff, being
County of Union, ss. } sworn makes oath that the facts stated in the foregoing petition are as affiant believes true. Sarah E. Graham.

Sworn to by said Sarah E. Graham before me and signed by her in my presence this 17th day of October A. D. 1884.

J. D. Burgner, Clerk. By W. M. Winget, Deputy.

Praecipe. Clerk:

Issue summons to defendants William Graham, Mary Graham, Horace Graham to Sheriff of Union County, Ohio. Indorse: "Foreclosure of lien & equitable relief, Amount claimed $1000. cr @ 6 %. from September 8th 1884."

Hoopes and Brodrick & McCampbell, Attys for Pl'ff.

On the 2nd day of May A. D. 1885 a summons was issued by the Clerk of said Court which reads as follows, to-wit:

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

We command you to notify William Graham and Mary Graham that they and others have been sued by Sarah E. Graham in the Court of Common Pleas, of Union County, and that un-

less they answer by the 3rd day of May A.D. 1885, the petition of said Sarah E. Graham 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 May A.D. 1885. Witness my hand and seal of said Court this 2d day of May A.D. 1885. J. D. Burgner, Clerk.

Indorsed. Im action for Equitable relief

Return

The State of Ohio } Sheriff's Return.
Union County, ss. } Received this Writ May 2nd A.D. 1885, at 2 o'clock P.M. and pursuant to its command, on the 11th day of May A.D. 1885, I served the same by handing a true copy thereof with the endorsements thereon to said Mary Graham. And on the 11th day of May 1885, I left a true copy with the endorsments thereon at the usual place of residence of said William Graham.
Fees total, 2.45
Wm. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

Affidavit for publication.

On the 18th day of August 1885, an Affidavit for Publication was filed with the Clerk of said Court which reads as follows, to wit:

Sarah E. Graham, Plaintiff. } In the Court of Common Pleas of Union
Against } County, Ohio.
William Graham et. al. Defts. } Affidavit for publication.

#633

Sarah E. Graham the above named plaintiff, being first duly sworn says that service of summons cannot be made in this State on the defendant Horace Graham and that the case is one of those mentioned in section five thousand and forty eight of the Revised Statutes of Ohio. Sarah E. Graham
Sworn to by said Sarah E. Graham before me and subscribed by her in my presence this eighteenth day of August A.D. 1885. J. D. Burgner, Clerk.

Legal Notice.

The following Legal Notice was filed in the Office of the Clerk of said Court which reads as follows, to wit: Legal Notice.

Horace Graham, of Effingham County, Illinois, will take notice that on the 19th day of October, A.D. 1874 Sarah E. Graham filed in the office of the Clerk of the Court of Common Pleas of Union County, Ohio her petition against him and others, asking to subject the following real estate to the payment of a judgment obtained by her against William Graham in said Court, to-wit: One-fifth of the following: Situated in the Townships of Allen and Rush, counties of Union and Champaign, and State of Ohio, part of Virginia Military Survey No. 102, beginning at a lime-stone in the northwesterly line of said Survey and westerly corner of Daniel Beltz, from which a stone northerly corner to said survey and westerly corner to Daniel Beltz, from which a stone, northerly corner to said Survey bears N. 55° E. 33 2/10 poles; thence with the south-westerly line of said Daniel Beltz S. 35° E. 16 7/10 poles to a stone and brick in the centre of the Marysville and North Lewisburg gravel road; thence with the centre of said road S. 56° W. 46½ poles to a stone and crock easterly corner to Abraham A. Brookey; thence N. 35° W. 151 poles to a stone and crock, northerly corner to said A. A. Brookey and in the northerly line of said Survey No. 102; thence with said line N. 55° E 43 7/10 poles to the beginning, containing forty three acres and thirty five poles. Said Horace Graham is required to answer said petition on or before the 19th day of October, A.D. 1885. W. S. Hooper and Broderick & Campbell, Attys for Plaintiff.

September 2, 1885 - 6w - pf $12.50

Answer.

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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 genral circulation in the County of Union, the first publication beginning with Sept. 2nd 1885- W. O. Shearer.
Sworn to and subscribed before me, this 19th day of Oct. 1885-
J. Q. Burgner, Clerk.

The following Answer was filed with the Clerk, Oct. 29th. 1885:

Answer.

Sarah C. Graham, Plaintiff } In Union County, Court of Common Pleas.
vs.
William Graham et.al. Defts. } Answer of Horace Graham.

And now comes the said Horace Graham, one of the Defendants herein and by leave of the Court files this answer herein and says: That he is a son of said William Graham and his mother was a former wife of the said William and was the owner of the land in the petition in this case described. That the mother of this defendant died intestate seized of said lands on or about the 27 day of June 1878 The said mother of this defendant left surviving him her husband the said William Graham and five children including this defendant to whom said lands descended. That this defendant was after the death of his said mother seized in fee-simple of the undivided one-fifth of said lands, subject to the life estate (by the courtesy) of said William. That after the death of the mother of this defendant the said plaintiff married this defendants father. That on or about the 14th day of September 1882 this defendant received of the said William a deed for an acre and a half of land valued at $150.00 and agreed to pay for the same in work at two dollars per day; this defendant being a carpenter by trade and was to do carpenter work for said William until said $150.00 was paid. To secure the payment of said money and the performance of said work, this defendant on the 14th day of September 1882, executed and and delivered to said William a deed for his interest in said land which interest was of the value of One Thousand dollars. That said deed was absolute in its face but the same was mutually intended and understood by both this defendant and said William as merely security for the faithful performance of said work and at the time of the execution of said deed it was mutually understood and agreed by this defendant and said William that upon the performance of said work said land was to be deeded back by said William to this defendants title restored to him. That the said plaintiff had full notice and knowledge of said agreement and understanding and well knew that said William only had the title to said land to secure the performance of said work and well knew that upon the

performance of the same said land was to be deeded back to the defendant and his title to the same restored to him. That this defendant performed the said work according to his said agreement and the said Stillian on the 22nd day of December 1857 pursuant to his said agreement deeded said lands back to this defendant and this defendant now has the legal title to and for the same. The defendant says that the deed executed by him to his said father was a deed of quit-claim and purported to be for a consideration of One hundred and fifty dollars, but in fact the only consideration therefore was as heretofore stated and the said Sarah E. Graham plaintiff at the time of the execution thereof was the wife of said Stillian and was fully aware of all said facts and that this defendant was not a party to said suit for divorce and alimony and the plaintiff at the time said judgment for alimony was rendered well knew the rights and equities of this defendant in said lands. Wherefore now asks that his title to said lands may be quieted and that the claim of said plaintiff and her heirs for the sale of said land to pay her pretended claim may be refused and that this defendant title to said lands may be quited and for all such other and further relief as may be equitable and just and the nature of the case may require. Cameron and Woodburn, Attys for H. Graham.

The State of Ohio, Union County, ss. } William Graham being first duly sworn deposes and say that he is the agent for said Horace Graham duly authorized that said Horace Graham is a non-resident of said County of Union and is now absent therefrom and that the fact stated and allegations made in the foregoing answer are true as he believes.

William Graham.

Sworn to before me and signed in my presence this 28th Oct. 81.

Thomas B. Fulton, Notary Public.

On the 2nd day of November 1885 a Reply was filed with the Clerk of said Court which reads as follows to-wit:

Reply 4633

Sarah E. Graham, Plaintiff. } In the Court of Common Pleas of Union
Against } County, Ohio.
William Graham, et.al. Defts. }

And now comes the said plaintiff and for reply to the answer of said defendant, Horace Graham, herein filed says: That she admits that the mother of said defendant, Horace Graham, was a former wife of said defendant William Graham and that she was the owner of the fust tract in plaintiff's petition described. That said mother died intestate as in said answer set forth and left five children as therein stated, of which said defendant Horace Graham was one. That said defendant Horace Graham was after the death of his said mother, seized in fee-simple of said lands, subject to the life estate (by the curtesy) of said William Graham. That after the death of said mother of said Horace Graham, the plaintiff married said defendant, William Graham. That said William Graham and this plaintiff, while husband and wife conveyed said one and one-half acres of land

to said [illegible] therefor [illegible] thereon by Horace G said pet the filing has pl-d Graham party to and pla said An

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vs William Gra the same evidence ties of th due to sa Graham a decree be is the fir the first t interest and the agreed in, would pa follows: decree an of this de February per annu tered at and decree William costs here the entry sum of per cent and to s

to said defendant Horace Graham and that in exchange therefor and the further consideration of the building of a house thereon by said William Graham, the said defendant Horace Graham conveyed said first tract described in said petition to said William Graham and that since the filing of the petition herein, the said William Graham has re-conveyed said first tract to said defendant Horace Graham and that said Horace Graham was not a party to the divorce proceeding set forth in said petition and plaintiff denies each and every other allegation in said Answer contained.

H. L. Hoopes and Broderick & McCampbell, Attys for Pltff.

The State of Ohio, } Union County ss. } Sarah E. Graham, the plaintiff, being sworn makes oath that the facts stated in the foregoing reply are, as affiant believes, true. Sarah E. Graham.

Sworn to by said Sarah E. Graham before me and signed by her in my presence this day of November A. D. 1885.

John P. Curts, Probate Judge.

On the 10th day of March, A. D. 1886, an Entry was made on the Journal by the Clerk of said Court which reads as follows, to wit:

Entry 4638.

Sarah E. Graham } vs. William Graham, et al. }

Entry.

This day this cause came on for hearing and the same was submitted to the Court on the pleadings and evidence. On consideration whereof the Court do find the equities of the case to be with the plaintiff, and that there is due to said plaintiff from said defendant William Graham as set forth in plaintiff's petition the sum of Seven hundred and ninety five and 45/100 dollars, which is the first and best lien on the land in the petition described the first tract herein set forth and said lien is superior to any interest or claim of said defendant Horace Graham therein, and the said plaintiff and defendant William Graham having agreed in open court that said defendant William Graham, would pay to said plaintiff the said sum of $795 45/100 as follows: one-half ($397 73/100) in one year from the entry of the decree and the remainder ($397 72/100) in two years from the entry of this decree, (to-wit: March 10th 1886) with interest from February 22 nd 1886 at the rate of seven per centum per annum, payable annually, and the costs of this action taxed at $42.05 It is therefore considered, ordered, adjudged and decreed by the Court that unless the said defendant William Graham shall pay to the Clerk of this Court the said costs herein, taxed to $42.05 within thirty days from the entry of this decree and to said plaintiff the sum of 397 73/100 on or before March 10th 1887, with seven per cent interest on $795 45/100 from February 22 nd 1886 and to said plaintiff the sum of $397 72/100 on or before

March 10th 1888 with interest thereon at seven per centum per annum from March 10th 1887 payable annually, then an order shall issue to the Sheriff of Union County Ohio, commanding him to sell the premises described in said plaintiffs petition (to-wit: the said first mentioned tract therein described) as upon execution and bring the proceeds into court for distribution.

Attest: John D Bryson Clerk.

Be it remembered that at a Court of Common Pleas within and for the County of Union, the Third Sub Division of the tenth Judicial District of the State of Ohio was begun and held at the Court House in the town of Marysville on Monday the 22nd day of February A.D. 1886. On the 7th day of April 1886 the following Petition and answer in Cognovit was filed:

Petition

Robert W. Thompson and James Thompson, Partners doing business as R.W. Thompson & Co. vs John D. Bryson and Lyda Ann Catharine Bryson

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

3079.

Petition

Civil Action for money only.

Robert W. Thompson and James Thompson, partners as R.W. Thompson and Co. the above named Plaintiffs say that there is due to them from John D. Bryson and Lyda Ann Catharine Bryson Defendants on a promissory note made by the defendants, John D. Bryson and Lyda Ann Catharine Bryson dated the 25 day of September A.D. 1876, which note with the warrant of Attorney thereto annexed, is hereto attached the sum of Seventy Two Dollars, and Ninety three cents, with interest thereon at eight per cent from the 25 day of September A.D. 1876. The Plaintiffs further say that they are legal owners and holder of said note, that the same is due and unpaid. Wherefore, the Plaintiffs ask judgment against said Defendants for the sum of Seventy Dollars and ninety three cents with interest at 8 per cent from the 25th day of September A.D. 1876.

T.B. Fulton, Attys for Plffs.

State of Ohio, Union County, ss. } T.B. Fulton, attorney for the above named Plaintiffs, being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the action is founded upon a written instrument for the payment of money only and that said instrument is in his possession. T.B. Fulton.

Subscribed by T.B. Fulton in my presence, and sworn to by him before me, this 7th day of April A.D. 1886.

J.D. Burgner, Clerk.

Note

"Marysville, O., Sep. 25, 1876."

"One day after date, as principal debtors, we jointly and severally promise to pay to the order of R.W. Thompson & Co. Seventy Two 93/100 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

Answer

3079.

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3079.

"the issuing and service of process and confess judgment"
"against us, or either of us, in favor of holders or holder"
"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 suits, and release all"
"Errors and waive all right of Appeal in this behalf."
"Witness our hands and seals this 25th day of Septembr"
"1876. John D. Bryson per Syda Ann Catharine Bryson, mark"

Answer

5079.

Robert H. Thompson and James Thompson,
Partners as R. H. Thompson & Co.
vs.
John D. Bryson, Syda Ann Catharine Bryson.

In Court of Common Pleas,
Union County, ss.

Defendants Answer

And now come John D. Bryon and Syda Ann Catharine Bryon 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 Plaintiffs, the holder of the note described in Plaintiffs' petition and against the above named Defendants, for the sum of One Hundred Twenty Eight Dollars and thirty 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. April 7th A.D. 1886.

Edward E. Cole, Atty for Defts.

Entry

5079.

Robert H. Thompson and James Thompson,
Partners as R. H. Thompson & Co.
vs.
John D. Bryson and Syda Ann Catharine Bryson.

Entry

This day came the Plaintiffs by T. B. Fulton Attorney, and thereupon came E. E. Cole 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 Defendants to said Plaintiffs, as is alleged in said Plaintiffs' petition, the sum of $128.35. It is therefore considered that said Plaintiffs do recover of said Defendants the said sum of $128.35 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 rights of appeal, and all right to file a petition in error are waived.

Attest: J. D. Bingman Clerk.

Pleas before his Honor, John A Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Subdivision of the Tenth Judicial District of the State of Ohio was begun and held in the Court House in the Town of Marysville on Monday the 22nd. day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

On the 19th. day of February A.D. 1886 the following Petition and Answer were filed with the Clerk of said Court:

Petition, and Answer in Cognovit.

H. S. Rogers
vs.
A. J. Case & Mary A Case

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

Civil Action for Money only.

H. S. Rogers, the above named Plaintiff says that there is due to him from A. J. Case and Mary A. Case, Defendants, on a promissory note made by the Defendants A. J. Case and Mary A Case, dated the 3d. day of September A.D. 1885, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Four Hundred & Seventy one Dollars, and Sixty four cents, with interest thereon @ 8% from the 3d. day of September A.D. 1885. 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 Four Hundred and Seventy one Dollars and Sixty four cents, with interest thereon @ 8% from the 3d. day of September A.D. 1885.

A. J. Carpenter, Attorney for Plaintiff.

The State of Ohio
Union County ss.

A. J. Carpenter being sworn says he is the Attorney for the above named Plaintiff duly authorized herein. That this the Plaintiffs action is founded upon a written instrument for the unconditional payment of money only which is now in possession of this affiant. Affiant further says the facts stated and allegations in the foregoing petition are true as he verily believes. A. J. Carpenter.

Subscribed by A. J. Carpenter in my presence, and sworn to by him before me, this 19th. day of February A.D. 1885.

J. D. Bingman, Clerk.

Note. "$484.12 Marysville, Ohio, September 3d. 1885."

"One day after date, for value received, we jointly and severally promise to pay H. S. Rogers or order Four Hundred Eighty four 12/100 Dollars, with interest from date until paid at the rate of eight per cent. per annum, payable annually. And we hereby authorize any Attorney at-Law to appear for us in any action on the above note, at any time after the same becomes due, in the 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 cost 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 my hands and seals: A. J. Case. Mary A. Case. "
Indorsed as follows, to wit: "$12.48 credited on this note Sept. 3, 1885."

Answer

W. S. Rogers
vs.
A. J. Case and Mary A. Case

In the Court of Common Pleas,
Union County, ss.

5845

Defendants Answer

A. J. Case and Mary A. Case the above named Defendants, by the undersigned J. B. Cole, attorney, and waive the issuing and service of process in this state, 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 Three Hundred & Eighty nine Dollars and Thirty five cents, the amount appearing due for principal and interest on said note, and also consent that judgement 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.
February 22, A. D. 1885. J. B. Cole, Atty for Defendants.

Entry

W. S. Rogers
vs.
A. J. Case and Mary A. Case

5845.

This day came the Plaintiff by A. F. Carpenter, Attorney, and thereupon came one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and duly proven produced in open 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 Plaintiffs petition, the sum of $389.35. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $389.35 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: J. D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville, on Monday the 22nd day of February in the year of our Lord Eighteen Hundred and Eighty Six.

On the 19th day of February 1886, the following petition and answer were filed with the Clerk of said Court.

Petition and Answer in Cognovit.

Petition. Russell and Co. vs. Abraham Wolford and Calvin Wolford } The State of Ohio, Union County, ss. In the Court of Common Pleas. Civil Action for money only.

5041

The Plaintiffs say that they are a co partnership formed for the purpose of carrying on business within the State of Ohio and not incorporated. The above named Plaintiffs further say that there is due to them from Abraham Wolford and Calvin Wolford the above named Defendants, on a promissory note made by the Defendants, Abraham Wolford and Calvin Wolford dated the 22d. day of June A.D. 1883, which note, with the warrant annexed, is hereto attached, the sum of One Hundred Dollars, with interest thereon @ 6 p. from 22d. day of June A.D. 1883. The Plaintiffs further say that they are the legal owners and holders of said note that the same is due and unpaid. Wherefore the Plaintiffs ask judgment against said Defendants for the sum of One Hundred Dollars, with interest at 6 p. from the 22d. day of June A.D. 1883.

A.T. Carpenter, Attys for Plaintiffs.

State of Ohio } ss
Union County, } A.T. Carpenter being sworn says he is the Attorney for the above named Plaintiff duly authorized, that this the Plaintiffs action is founded upon a written instrument for the unconditional payment of money only, which is now in possession. Affidavit further says that the facts stated in the foregoing petition are true as affiant verily believes.

A.T. Carpenter.

Subscribed by A.T. Carpenter in my presence, and sworn to by him before me, this 19th day of February A.D. 1886.

J.D. Burgner, Clerk.

Note. "Marysville, Ohio, June 22, 1883. R. & Co. $100. "
" On or before the first day of Dec. 1883, for value received. We the sub-"
"scribers, of Allen Township, County of Union, State of Ohio, promise to pay"
"to the order of Russell & Co., Massillon, Ohio, One Hundred Dollars, payable"
"at Bank of Marysville, O., with eight per cent. interest and if not paid"
"when due, with interest at 6 per cent. per annum from date, payable"
"annually. And we jointly and severally do hereby authorize any attorney"
"at Law to appear for us in an action on the above note brought"
"against us, by said Russell & Co., at any time after said note becomes"
"due, in any Court of Record in the State of Ohio, or elsewhere, to waive"
"the issuing and service of Process against us, or any of us, and"
"confess a judgment in favor of said Russell & Co., against any of us,"

Answer. "To waive
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"endorsers hereof severally waive presentment for payment"
"protest and notice of protest, and non-payment of this note"
"P. O. Pottersburg, Union County, State of Ohio."
"Abraham Wolford. Calvin Wolford."
"Secured by Chattle Mortgage."

Indorsed.

Answer.

Russell & Co.
vs.
Abraham Wolford
and Calvin Wolford

} In Court of Common Pleas, Union County.
ss. Defendants Answer.

5041

And now come Abraham Wolford and Calvin Wolford, the above named Defendants, by the undersigned J. B. Cole, 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 Plaintiffs petition, and against the above named Defendants, for the sum of One Hundred Sixteen Dollars, 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.

February 22d A.D. 1886. J. B. Cole, Atty for Defts.

Order.

Russell & Co.
vs.
Abraham Wolford & Calvin Wolford

} Entry.

This day came the Plaintiff by A. T. Carpenter, Attorney, and thereupon came 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, waive 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 Defendants to said Plaintiff, as is alleged in said Plaintiffs petition, the sum of $116.00. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $116.00 so as aforesaid confessed to be due, together with cost of suit herein, to be taxed and with interest to be computed at the rate of six 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 is waived.

Attest. J. L. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, The Third Sub Division of the Fifth Judicial District of the State of Ohio. was begun and held at the Court House in the Town of Marysville for Monday 22d. day of February in the year of our Lord Eighteen Hundred and Eighty Six.

On the 19th. day of February A.D. 1886 the following Petition and answer was filed with the Clerk of said Court.

Petition, and Answer in Copywrit.

Petition

Plain City Bank
vs.
Jacob Wilcox &
5029 James Wilcox

The State of Ohio, Union County, ss. In the Court of Common Pleas.
Civil Action for Money only.

The Plaintiffs say they are a co-partnership formed for the purpose of doing business under the State of Ohio and not incorporated. The above named Plaintiff further says that there is due to them from Jacob Wilcox and James Wilcox Defendants, on a promissory note made by the Defendants, payable to order of Amboy Beach and by him indorsed to Plaintiffs, dated the 8th. day of March A.D. 1884, which note with the warrant of Attorney thereto annexed, is here to attached, the sum of Three Hundred Dollars, with interest thereon at Eight Per cent. from the 8th. days of March A.D. 1883. The Plaintiff further says that they are the legal owners and holders of said note, that the same is due and unpaid. Whereupon the Plaintiff asks judgment against said Defendants for the sum of Three Hundred Dollars, with interest at 8 p/c. from the 8th. day of March A.D. 1883.

A.T. Carpenter, Atty for Plaintiff.

The State of Ohio, Union County, ss. A.T. Carpenter being sworn says that he is the Attorney for the above Plaintiff duly authorized herein. That said Plaintiff is non-Residents of Union County and now absent therefrom. And that the facts stated and allegations in Plaintiffs foregoing petition are true as affiant verily believes.

A.T. Carpenter.

Subscribed by A.T. Carpenter in my presence, and sworn to by him before me, this 19th. day of February A.D. 1886.

(Seal)

J.L. Brugner, Clerk.

Note.

"$300.00 Plain City, Ohio, March 8th. 1884.

" One year after date, for value received, we jointly and severally promise to
"pay to Amboy Beach or order Three Hundred Dollars with interest at 8 per
"cent. per annum, after maturity. 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,
"at any Court of Record in the State of Ohio or elsewhere, and waive the
"issuing and service of process, and confess judgment against us,
"or either of us, in favor of the holder of holders of this note, for the
"amount of said note, together with the costs of suit and to
"waive and release all errors in said proceedings and petition in errors.
"Witness, N.E. Green.

Jacob Wilcox, James his X mark Wilcox.

Answer

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Answer

Endorsed as follows, to-wit: "Kilbury Bro. & Co. Franklin County, Ohio."

Plain City Bank
vs.
Jacob Wilcox and James Wilcox

In the Court of Common Pleas.
Union County, ss.
Defendants Answer.

And now come Jacob Wilcox and James Wilcox, above named Defendants, by the under signed J. B. Cole, attorney and waive the issuing and 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 Defendants, for the sum of three Hundred twenty three 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 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. February 22d A.D. 1886.

J. B. Cole, Attorney for Defendants.

Entry 3529

Plain City Bank
vs.
Jacob Wilcox & James Wilcox

Entry.

This day came the Plaintiff by A. F. Carpenter, attorney, and thereupon came 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 is alleged in said Plaintiffs Petition, the sum of $323.00. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $323.00 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: J. D. Bonnell Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the Third Subdivision of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on Monday 19th day of October in the year of our Lord Eighteen Hundred and Eighty five.

On the 17th day of Oct. 1885 the following Petition and Answer were filed with the Clerk of said Court, to-wit

Petition and Answer in Cognovit.

Petition

4947

Abrah Smith
vs.
James E. Ward and Samuel Cheney

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

Petition.

The Plaintiff Abrah Smith says that the Defendants James E. Ward and Samuel Cheney on or about the 26th day of May, A.D. 1881, executed and delivered to the said Plaintiff, their Promissory Note, of that date, together with a warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked "Exhibit A" and made a part of this petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that he, the legal owner and holder thereof, and that there is still due to him thereon from said Defendants, after deducting all credits, the sum of One Hundred and Seventy one Dollars and eighty four cents, with interest at the rate of eight per centum per annum, from the fifth day of February, A.D. 1883. Therefore the Plaintiff asks Judgment against said Defendants for the sum of One Hundred and Seventy one Dollars and Eighty four cents, with interest thereon at the rate of Eight per centum per annum, from the 5th day of February, A.D. 1883, and for the costs of suit. A.T. Carpenter, Plaintiffs Attorney.

The State of Ohio, Union County, ss. } Affidavit

A.T. Carpenter 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.T. Carpenter

Sworn to by said A.T. Carpenter, before me, and by him subscribed in my presence, this 17th. day of October A.D. 1883.

Seal

J.L. Burgner, Clerk.

"Exhibit A"

Note

"$520.00 Plain City, O. May 26th. 1881.

"Six months after date we principal debtors, we jointly and severally promise to pay to Abrah Smith, or order at Plain City Bank, Plain City, Ohio, Five Hundred and Twenty 00/100 Dollars, for value received. And we hereby dispense with the demand of payment of this note, and authorize any Attorney at Law to appear for 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 issuing and service of process, and confess judgment against me or either of us, in favor of the holder or holders of this note, for the amount of said note, with 8 per cent. interest payable annually after the same shall become due, and if the interest be not paid annually to become as principal, and bear the same rate of interest, together with costs of suit, and release all errors and waive all right of appeal in this behalf. Witness our hands and seals this 26, day of May, 1881.

James Ward {Seal} Samuel Cheney {Seal}

Endorsed as follows, to wit: "Dec. 30, 1881. Rec'd on the within Twenty four 25/100 Dollars. July 22, 1882 Rec'd. on the within One Hundred and Seventy five Dollars. Nov. 11, 1882 Rec'd on the within One Hundred and Twenty

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

Answer.

Abrah Smith
Against
James E Ward & Samuel Cheney } Answer.

By virtue of the warrant of Attorney attached to the foregoing Petition, I, Jas. S McCampbell an Attorney at Law in the General Courts of Record in the State of Ohio, hereby enter an Appearance for the Defendants, at the suit of Abrah Smith. Plaintiff against James E. Ward and Samuel Cheney, Defendants and waive the issuing and service of process therein, and confess a judgment in favor of the said Abrah Smith against James E Ward and Samuel Cheney for the sum of Two Hundred and Nine Dollars, and three 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.

Jas. S. McC. Campbell, Defendants Atty.

Entry.

Abrah Smith, Against
James E Ward & Samuel Cheney } Entry.

This day came the Plaintiff, by A. T. Carpenter, attorney 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 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 is alleged in said Plaintiffs Petition the sum of $209 03/100. It is therefore, considered that said Plaintiff do recover of said Defendants the said sum of $209.03/100 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 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. J. L. Bumgarner Clerk.

Pleas before his Honor John A. Price, Judge of the Court of Common Pleas within and for the County of Union, the Third Sub Division of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on Monday 22d day of February in the year of our Lord Eighteen Hundred and Eighty six.

On the 11th day of March, A.D. 1886, the following Petition and Answer were filed with the Clerk of said Court, to-wit:

Petition and Answer in Cognovit.

Petition 5057.

Plain City Bank vs. A.J. Greenbaum

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Civil action for money only.

Plaintiffs say they are a co-partnership formed for the purpose of doing business within the State of Ohio and not incorporated. The above named Plaintiffs further say that there is due to them from A.J. Greenbaum the Defendant, on a Promissory Note made by the Defendant, A.J. Greenbaum dated the 1st day of January A.D. 1886, which note, with the warrant of Attorney thereto annexed and hereto attached, the sum of One Hundred and Twenty four Dollars, with interest thereon at 8% from the 1st day of January A.D. 1886. The Plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid. Whereupon the Plaintiffs ask judgment against said Defendant for the sum of One Hundred and Twenty four Dollars, with interest at 8% from the 1st day of January A.D. 1886. A.L. Carpenter, Attorney for Plaintiff.

The State of Ohio }
Union County, ss. } A.L. Carpenter being sworn, says that he is the Attorney for the above Plaintiff, duly authorized in the premises. That the Plaintiffs action is founded upon a Promissory note for the unconditional payment of money, which note is in possession of this affiant. Affiant further says that the facts stated in the foregoing petition are true as he verily believes.

A.L. Carpenter.

Subscribed by A.L. Carpenter in my presence, and sworn to by him before me, this 1st day of March A.D. 1886.

{ Seal. }

J.L. Burgner, Clerk.

"$124.00 Plain City, Ohio. January 1st 1886.

"One day after date, as principal debtor, we jointly and severally promise to the Plain City Bank or order at Plain City Bank, Plain City, O. One Hundred Twenty four Dollars, for value received with 8% interest from date. And we hereby dispense with the 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 issuing and service of process and confess judgment against, or either of us, in favor of the holder or holders of this note, for the amount of said note with 8 per cent interest, payable annually after the same shall become due and if the interest be not paid annually to become as principal, and bear the same rate of interest, together with costs of suite, and release all errors and waive all right of appeal in this behalf. Witness our hands and seals, this 1st day of January, 1886. A.J. Greenbaum. { Seal }

Answer.

Plain City Bank vs. A.J. Greenbaum

In the Court of Common Pleas.
Union County, ss.
Defendants Answer.

And now comes A.J. Greenbaum, the above named Defendant by the undersigned L.L. Gardiner, 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

Entry 5057.

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of the note described in Plaintiffs Petition, and against the above named Defendant, for the sum of One Hundred and Twenty five Dollars and fifty seven 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 upon by virtue of any execution issued on the judgment on this case, is hereby waived. March 11th. A.D. 1886.

S.S. Gardiner, Attorney for Defendant.

Plain City Bank
vs.
R.J. Greenbaum
Entry.
Entry 5054.

This day come the Plaintiff, by A.T. Carpenter, Attorney, and thereupon came S.S. Gardiner, 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 Plaintiffs as is alleged in said Plaintiffs Petition, the sum of $125.00. It is therefore considered that said Plaintiff do recover of said defendant the said sum of $125.00, 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: J.L. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio was begun at the Court House in the Town of Marysville on Monday the 22nd day of February in the year of Our Lord Eighteen Hundred and Eighty Six.

On the 15th day of March A.D. 1886 the following Petition and Answer were filed with the Clerk of said Court:

Petition and Answer in Cognovit.

F.H. Robinson & N.E. Robinson, Partners doing business under the firm name of Robinson & Company.
Against
W.S. Sager.
Petition 5059.

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

Petition.

Plaintiffs are partners doing business at Richmond Indiana, under the firm name of

Robinson & Company and consists of F. M. Robinson and H. E. Robinson that the Defendant M. L. Sager on or about the 28th. day of January, A. D. 1884, executed and delivered to said Plaintiffs, his Promissory Note, of that date, together with a warrant of Attorney, which promissory note and warrant of Attorney are hereto attached, marked "Exhibit A" and made a part of this Petition, with all credits and endorsements thereon. Said Plaintiffs further say that the balance of said promissory note is due and unpaid; that they are the legal owners and holders thereof, and that there is still due from said Defendant, the sum of Two hundred and Ninety eight Dollars and thirty three cents, with interest at the rate of 8 per centum per annum from the 14. day of September A. D. 1885. Wherefore the said Plaintiffs ask judgment against the said Defendant for the sum of Two Hundred and Ninety eight Dollars and thirty three cents with interest thereon at the rate of 8 per centum per annum, from the 14th day of September, A. D. 1885, and for costs of suit.

S. S. Gardiner, Plaintiffs Attorney.

The State of Ohio } Affidavit.
Union County ss. }

S. S. Gardiner 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 that the statements contained in the foregoing petition are true, in substance and in fact.

S. S. Gardiner

Sworn to by said S. S. Gardiner, before me and by him subscribed in my presence, this 15 th. day of March A. D. 1886.

J. L. Burgner, Clerk.

"Exhibit A"

Note. "$412.50 Fifteen months after date, for value received, we jointly" "and severally promise to pay to Robinson & Company, or order, Four" "Hundred and Twelve & 50 Dollars, with interest at the rate of 7 per cent." "upon and 8 per cent per annum, on all unpaid principal and interest," "after due until paid; interest to be computed every year, with 8 per cent." "attorney fee, if collected. And we and either of us do hereby authorize and" "empower any attorney of the Court of Record, in the State of Ohio, or" "elsewhere, to appear 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 endorsee 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 no said Attorney is hereby authorized to enter such" "release in said judgment. Witness our hands and Seals at Richwood," "Ohio, this 28th day of January, 1884. M. L. Sager. {seal}"

Answer 5059

Entry 5059.

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"P. O. Address. La Rue, Marion Co., Ohio. Due April 28, 1885."
Endorsed as follows, to-wit: "June 11, 1885 Rec'd on this note
$60.00. July 25, 1885 $40.00 Sept. 14, 1885 - Pd $62.00."

Answer
5059

F. H. Robinson & H. E. Robinson
Partners as Robinson & Co. Plff
Against
Dr. L. Sager, Deft.

The State of Ohio, Union Co. ss.
In the Court of Common Pleas.
Answer.

By virtue of the warrant of Attorney attached to the foregoing petition, I, P. R. Kerr, an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendant at the suit of F. H. Robinson & H. E. Robinson as Robinson & Company, Plaintiffs, against said Dr. L. Sager, Defendant, and waive the issuing and service of process therein, and confess a judgment in favor of the said F. H. Robinson & H. E. Robinson, Partners as Robinson & Co., against said Dr. L. Sager for the sum of Three Hundred & Ten Dollars and Twenty three 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.

P. R. Kerr, Defendants Attorney

Entry
5059.

F. H. Robinson & H. E. Robinson, Partners
doing business under the firm name
of Robinson & Company, Plaintiffs.
vs.
Dr. L. Sager, Defendant.

Entry

This day came the Plaintiff by
S. S. Gardiner, Attorney, and thereupon came P. R. Kerr, Esq. the
Attorney of Record of this Court, who, by virtue of a warrant of
Attorney duly executed, and now produced in Court and
duly proven, waived the issuing and service of process, and en-
tered 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 $ 310.23 It is therefore considered that said
Plaintiff do recover of said Defendant the said sum of $310.23 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 the 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: J. D. Burgner, Clerk.

State of Ohio, Clinton County, ss. In the Court of Common Pleas.

Be it remembered that at the March Term of the Court of Common Pleas within and for the County of Clinton, the Third Sub Division of the Tenth Judicial District of the State of Ohio, and began and held at the Court House, in the Town of Wilmington on Monday the 2nd day of February, in the year of our Lord Eighteen Hundred and Eighty Six.

On the 15th day of March, A.D. 1886, the following petition and answer were filed with the Clerk of said Court.

Petition and Answer in Longworth.

F.H. Robinson & E.E. Robinson, Partners doing business under the firm name of Robinson & Co., Plaintiffs.

Against

Wm. L. Sager, Defendant.

} The State of Ohio, Clinton County, ss. In the Court of Common Pleas.

Petition.

Petition $157

Plaintiffs are a Partnership doing business at Richmond Indiana, under the firm name of Robinson & Company, and consist of the following persons: F.H. Robinson and E.E. Robinson; that the defendant, Wm. L. Sager on or about the 28th day of January, A.D. 1884, executed and delivered to the said plaintiffs his promissory note of that date, together with a warrant of attorney, which promissory note and warrant of attorney are here to attached, marked "Exhibit A," and made a part of this petition. Said plaintiffs further say that said promissory note is due and unpaid; that they are the legal owners and holders thereof, and that there is still due from thereon from said defendant, the sum of Four Hundred and four Dollars and thirty seven cents, with interest at the rate of Seven per centum per annum, from the 28th day of January, A.D. 1884. And 8 per cent. per annum from the 31st day of January, 1886. Wherefore, the said plaintiffs ask judgment against the said defendant for the sum of Four Hundred and four Dollars and thirty seven cents, with interest thereon at the rate of Seven per centum per annum from the 28th day of January, A.D. 1884 and 8 per cent. per annum from the 31st day of January, 1886 and for costs of suit.

S.S. Gardiner, Plaintiffs Attorney.

Affidavit.

Answer $158

The State of Ohio, Clinton County, ss. } S.S. Gardiner being 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 are true, in substance and in fact.

S.S. Gardiner.

Sworn to by said S.S. Gardiner, before me, and by him subscribed in my presence, this 15th day of March, A.D. 1886.

J.P. Burgner, Clerk.

Order $158

Note.

"Exhibit A."

"$404.37/100 Two years after date, for value received, we jointly and severally promise to pay Robinson & Company, or order Four Hundred and four 37/100 Dollars, with interest at the rate of 7 per cent before due and 8 per cent per annum, on all unpaid principal and interest, after due until paid; interest to be computed every year, with 5 per cent attorney fee if collected. And we or either of us do hereby authorize and empower

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"any Attorney of any Court of Record in the State of Ohio or
"elsewhere, to waive the issuing and service of process
"and appearance, 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 endorsers hereof, for the sum due on said
"note, with all interest and costs of suit: said judgment
"to bear the rate of interest specified in the note, after ren-
"dition until paid. We do also hereby waive all right of ap-
"peal, the stay of execution, the power and privilege to hold
"exempt from execution any personal or real property belong-
"ing 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 we said attorney is
"hereby authorized to enter such release on said judgment.
"Due Jan. 28, 1886. Chattel Mortgage and Collateral
"Witness our hands and seals at Richwood, this 28th day of
"January, 1887. M. L. Sager. {Seal}
"P.O. Address, La Rue, Marion Co. Ohio.
Endorsed as follows, to wit: "For collection pay S.S. Gardiner.
"Robinson & Company.

F.M. Robinson & H.E. Robinson, Partners as Robinson & Company, Plaintiffs. } The State of Ohio, Union County, ss.
Against } In the Court of Common Pleas.
M. L. Sager, Defendant. } Answer

Answer 5158

By virtue of the warrant of Attorney attached to the foregoing petition, I, P.R. Kerr, an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an Appearance for the said defendant, at the suit of Robinson & Company, plaintiffs, against said M. L. Sager, defendant, and waive the issuing and service of process thereon, and confess a judgment in favor of the said Robinson & Company against said M. L. Sager, for the sum of Four Hundred and Sixty four Dollars and eighty 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.

P.R. Kerr, Defendants Attorney

F.M. Robinson & H.E. Robinson, Partners doing business under the firm name of Robinson & Company, Plaintiffs. } Entry
vs.
M. L. Sager, Defendant

Entry 5158.

This day came the plaintiff by S.S. Gardiner, Attorney and thereupon came P.R. Kerr 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 defendants to said plaintiffs as is alleged in said plaintiffs' petition the sum of $764.50. It is therefore considered that said plaintiffs do recover of said defendant the said sum of $764.50 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 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: J. L. Bumgarner Clerk.

Be it remembered that at a Court of Common Pleas for and within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on Monday the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

Amongst other things to-wit: On the 22d day of January, A.D. 1886, a petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition 5015

Thomas Skidmore, Plaintiff
Against
William M. Skidmore, Harriet S. Skidmore
James Hamilton & Fremont Hamilton, Def'ts

In the Court of Common Pleas of Union County, Ohio.

Petition

The Plaintiff says that at the October A.D. 1885 term of the Court of Common Pleas of Union County, Ohio, to-wit: December 21st David Thomas obtained a judgment against the said defendant, William M. Skidmore and this plaintiff for the sum of $512.50 with eight per cent. interest thereon from December 21st 1885 and the cost of suit $7.50 and increase cost $9.00, which case is numbered on the records of said Court as case No. 4971; that on the 16th day of January A.D. 1886 an execution was sued out of said Court on said judgment and on the 22d day of January A.D. 1886, said execution was returned by the Sheriff endorsed: "No goods or chattels, lands or tenements of said defendant, W. M. Skidmore found whereon to levy." Plaintiff says that he was surety merely on said note on which judgment was obtained and received no part of the consideration therefor, but was only an accommodation endorser, or surety for said defendant William M. Skidmore. Plaintiff says he is informed and believes that said William M. Skidmore has no property, real or personal subject to levy and seal on execution. And this plaintiff will have said judgment and costs to pay as the same are a lien on his land. Plaintiff further says that the said defendants James Hamilton and Fremont Hamilton are indebted to said William M. Skidmore in the sum of about one thousand dollars, and plaintiff is entitled to have said amount applied in payment of said judgment and costs and the costs herein made, so far as the same may be necessary. Plaintiff therefore prays that said defendants above named may be made parties hereto; that said defendants James Hamilton and Fremont Hamilton may be required to answer and set forth the amount due from them to said William M. Skidmore and that

Praecipe 5015

Summons.

Return. 5015

on the final hearing hereof the said defendants James Hamilton and Fremont Hamilton may be required to pay into this Court sufficient of the amount due from them to said William M. Skidmore to liquidate said judgment, interest, costs and the costs of this action and for all other and proper relief in the premises.

Bedrick & McCampbell attys for Plff.

The State of Ohio, }
County of Union, ss. } Thomas Skidmore, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition, are as affiant believes, true.

Thomas Skidmore.

Sworn to by said Thomas Skidmore before me and signed by him in my presence this 22d day of January A. D. 1886.

{Seal} J. D. Bugher, Clerk.

Praecipe 5015

Clerk:

Issue summons to the Sheriff of Union County, Ohio, for the defendants William M. Skidmore and Harriet S. Skidmore, and to the Sheriff of Logan County, Ohio, for the defendants James Hamilton and Fremont Hamilton. Returnable according to law. Endorse: "Equitable relief"

Bedrick & McCampbell Attys for Plff.

Summons.

On the 22d day of January a summons was issued by the Clerk of said Court which reads as follows, to wit:

The State of Ohio } To the Sheriff of the County of Union, Greeting:
Union County, ss. } We command you to notify Wm. M. Skidmore, Fremont Hamilton and Harriet S. Skidmore that they and others have been sued by Thomas Skidmore, in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of February A. D. 1886, the petition of said plaintiff, Thomas Skidmore 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 Feb. A. D. 1886.

Witness my hand and seal of said Court, this 22d day of January, A. D. 1886.

{Seal} J. D. Bugher, Clerk.

Return. 5015

The State of Ohio, } Sheriff's Return.
Union County, ss. }

Received this Writ January 22d A. D. 1886, at 4 o'clock P. M. and pursuant to its Command, on the 26th day of January A. D. 1886, I served the same by handing a true copy of this summons with the endorsement thereon to the within named defendants. Sheriff's fees: service 60¢, mileage $3.04, copy 60¢; Total $4.24

W. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

Endorsed. Dm action for equitable relief.

Summons 5015

Also on the 22d day of January, A.D. 1886, a summons was issued by the Clerk of said Court, which reads as follows, to-wit:

The State of Ohio, Union County, ss. } Summons.

To the Sheriff of the County of Logan, Greeting:

We command you to notify James Hamilton and Fremont Hamilton that they and others have been sued by Thomas Skidmore in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of February A.D. 1886 the petition of said plaintiff Thomas Skidmore, 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 February A.D. 1886. Witness my hand and the seal of said Court, this 22d day of January A.D. 1886.

[seal]

J.L. Burgner, Clerk.

Return

The State of Ohio, Union County, ss. } Sheriff's Return.

Received this Writ Jan. 22d A.D. 1886, at 4 o'clock P.M. and pursuant to its command, on the 23d day of January A.D. 1886. I served the same by delivering certified copies thereof with the endorsements thereon to the within named James Hamilton and Fremont Hamilton.

Sheriff's Fees: service, 45¢ mileage, 192¢, copies, 32¢ return & postage, 28¢.

Total, $2.97

D. A. Lloyd, Sheriff.

Logan County, Ohio.

Afterward on the 25th day of February A.D. 1886 an entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

Thomas Skidmore vs. William M. Skidmore, et al. } Entry.

Entry 5015

This day this this cause came on to be heard, and the defendants still failing to answer or demur to plaintiff's petition herein filed the same was submitted to the Court upon the pleadings and the evidence. Upon consideration whereof the Court finds the allegations of said petition to be true and that there is due from said defendant, William M. Skidmore to this plaintiff the said sum of $512.00 with eight per cent. interest from December 21st 1885; amounting in all to the sum of $519.85 with eight per cent. interest from February 22d 1886. The Court finding that said plaintiff has paid off said original judgment, mentioned in his petition in his petition, since filing the same in this Court. And the Court further find that the said defendants, James Hamilton and Fremont Hamilton are indebted to said defendant, William M. Skidmore to more than the said amount due this plaintiff. And the Court further find that according to the terms of said original contract between said defendant William M. Skidmore and said defendants James Hamilton and Fremont Hamilton. The said James and Fremont Hamilton were to pay said William M. Skidmore the sum due upon six notes on responsible parties and the said plaintiff and the said defendants, James and Fremont Hamilton have agreed to carry out said original contract under this decree. It is therefore considered ordered

Petition 5015

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and adjudged by the Court that said defendants, James Hamilton and Fremont Hamilton pay to said plaintiff said sum of Five hundred and nineteen and 50 Dollars, with eight per cent. interest from February 22d 1886. and to the Clerk of this Court the amount of costs in said original case No 4971, as set forth in said plaintiff's petition taxed to $17.35 and the costs of this action taxed to $12.25 and execution is awarded for the same. It is further ordered and decreed by the Court that the said defendants, James Hamilton and Fremont Hamilton are hereby released from their obligation to account to said defendant, William M. Skidmore for any part of the amount herein ordered to be paid to said plaintiff or the Clerk of this Court.

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on Monday the 22d day of February, in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 12th day of January, A.D. 1886, a petition was filed with the Clerk of said Court, which read as follows, to-wit:

Moses Land, Plaintiff
Against
Thomas Palen and Annis Carpenter Defts.

Petition $500

Court of Common Pleas.
Union County Ohio.
Petition.

The plaintiff says: that this his action is founded upon a promissory note of which the following is a copy, to-wit:

"$150.00 December 4, 1884.
"One year after date we promise to pay to G. H. Laird or bearer "
"One Hundred and Fifty Dollars, with interest at 8 per cent "
"after due, value received." "Thomas Palen "
"Annis Carpenter"

There are no credits thereon.
The plaintiff for a full, fair, and valuable consideration purchased said note of said G. H. Laird, before maturity and is now the legal owner and holder thereof. There is now due from the defendants to the plaintiff on said note the sum of One Hundred and Fifty Dollars with 8% interest thereon from December 4, 1885, which plaintiff claims and for which he asks judgment.

A. J. Carpenter, Attorney for Plaintiff.

The State of Ohio,
Union County, ss. } A. J. Carpenter, being sworn says he is the

Attorney for the above named plaintiff, and duly authorized herein. That this the plaintiff's action, is founded upon a promissory note for the unconditional payment of money only now in possession of affiant. Affiant further says the facts stated and allegations in the foregoing petition are true as he verily believes.

A.V. Carpenter.

Sworn to by A.V. Carpenter before me and signed by him in my presence, this 12th day of January A.D. 1886.

J.D. Burgner, Clerk.
By W.W. Winget, Deputy.

Praecipe. To the Clerk:

Issue summons in the above entitled case, returnable according to law. Indorse, "amount claimed $150.00 & 8% interest from Dec. 4, 1885."

A.V.C.

On the 12th day of January A.D. 1886, a summons was issued by the Clerk of said Court, which reads as follows, to-wit:

Summons vs Action for money only.

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

We command you to notify Thomas Palen and Annis Carpenter that they have been sued by Moses Laird in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of February A.D. 1886, the petition of said Moses Laird 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 25th day of January A.D. 1886. Witness my hand and seal of said Court this 12th day of January A.D. 1886, at Marysville, O.

{seal}

J.D. Burgner, Clerk.
By W.W. Winget, Deputy.

Endorse: Amount claimed, $150.00 and interest at 8% on $150.00 from Dec. 4, 85.

Return. The State of Ohio, Union County, ss. }

Sheriff's Return.

Received this Writ January 12th A.D. 1886, at 2 o'clock P.M. And pursuant to its command, on the 16th day of January A.D. 1886, I served the same by handing the within named defendants Thomas Palen and Annis Carpenter a true copy of this summons with the endorsements thereon. Total Fee, $2.13. W. Hopkins, Sheriff.

Afterward, on the 22d day of February 1886, an Entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Entry 5005. Moses Laird vs. Thomas Palen & Annis Carpenter }

Entry.

And now comes the said Moses Laird and the said Thomas Palen and Annis Carpenter having failed to answer or demur to the petition of said Moses Laird it is considered that the said Moses Laird might to recover the said sum of $150.00 as demanded in his petition together with the sum of $2.60 which the Court finds due as the
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Petition 4892

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due as the interest thereon, computed to this the 22d day of February 1886, as prayed for in said petition. It is therefore considered that the said Moses Laird recover against the said Thomas Palen and James Carpenter the said sum of $132.60, with 8% interest from the 22d day of February 1886 together with his costs in this behalf expended taxed to #

Attest. J. D Bruggner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on Monday the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 15th day of September, 1885 a petition was filed with the Clerk of said Court, which reads as follows, to-wit:

C. Houston and A. J. Whitney, Plaintiffs. } Court of Common Pleas of Union County Ohio.
Against
Petition 4892
Allen Sharp, Rovey R. Sharp & Wm. A. Ballinger, Defts. } Petition.

The plaintiffs say that on the 28th day of October 1884 the defendant Allen Sharp made and delivered to the plaintiffs his two promissory notes of that date and thereby promised to pay to the order of plaintiffs $405.20 April 1st 1885 and $405.31 April 1st 1886, with interest on both of said notes @ 6% from October 24, 1884 (copies of said notes are hereto attached marked "exhibits A & B" 2d The defendants Allen Sharp and Rovey R. Sharp his wife, on said 28th day of October 1884 to secure the payment of said promissory notes made and delivered to plaintiffs their mortgage deed and thereby conveyed to plaintiffs, their heirs and assigns the following premises situate in the Township of Liberty, County of Union and State of Ohio, being part of U. M. Survey No. 12403 and bounded and described as follows: Beginning at a sugar tree, beech and ash (mon stone & brick) easterly corner to Survey No. 12282; thence S. 38° E. 124 poles to a beech, hickory and ironwood (mon stone & brick) in the line of J. Hopwoods Survey No. 3790; thence with said line S. 52° W. 51 63/100 poles to a stake; thence N. 38° W. 124 poles to a stake in the line of said Survey No. 12282; thence with said line N. 52° E. 51 62/100 poles to the beginning, containing 40 acres more or less. The condition contained in said mortgage deed was in substance that if said Allen Sharp should pay said promissory notes with the interest thereon, when due, then these presents shall be void;

otherwise to be and remains in full force and virtue in law.
3d The plaintiff says that prior to the making of said mortgage the defendant Wm. A. Ballinger had sold and conveyed to the defendant Allen Sharp the premises herein described, but that said Sharp has neglected to have his deed therefor transferred and recorded and the title appears of record to be in Wm. A. Ballinger when in fact it is not in him but in the defendant, Allen Sharp and was in him when he and his wife executed to plaintiffs said mortgage.
4th Said mortgage was filed with the recorder of Union County, Ohio for Record at 4 o'clock P.M. on the 28th day of October 1884 and was by him recorded on the 31st day of October 1884 in Vol. 21 page 78 of Mortgage Records of said County.
5th The said deed has became absolute. There is now due and unpaid thereon from from defendant, Allen Sharp to plaintiffs $405.30 @ 6% int. from Oct. 24, 1884 to April 1, 1885 and 8% int. thereon since April 1, 1885 and the further sum of $405.30 with 6% int. from Oct. 24, 1884 is still owing thereon and will be due April 1, 1886.
6th The plaintiff therefore asks judgment against said Allen Sharp for four hundred and five 30/100 Dollars @ 6% int. from Oct. 24, 1884 to April 1, 1885 and 8% interest thereafter, and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied in satisfaction of said debt and that Allen Sharp's title to said premises may be quieted as against the claim of the defendant Wm. A. Ballinger so that in case said land is sold under order of Court in this case a good title will be conveyed to the purchaser for such other and further relief as the case demands.

A.T. Carpenter, Attorney for Plaintiffs.

The State of Ohio, }
Union County, ss. } C. Houston, one of the above named plaintiffs being sworn says that the facts stated and allegations contained in the foregoing petition are true as he verily believes.

C. Houston.

Sworn to by C. Houston before me and signed in my presence this 12th day of September 1885.

J.L. Burgner, Clerk.
By W. W. Winget, Deputy.

Praecipe To Clerk:

Issue summons to Sheriff of Logan County, Ohio for defendants Allen & Roxey R. Sharp; and to Sheriff of Union County Ohio for defendants Wm. A. Ballinger returnable according to law. Indorse "Amount claimed $405.30 6% int. from Oct. 24, 1884 to April 1, 1885 & @ 8% after April 1, 1885 and for equitable relief." A.T. Carpenter, Atty for Plaintiff.

Copies of Notes.

"A" "$405.30 Marysville Ohio, October 28, 1884."
"April 1st 1885 after date I promise to pay to the order of C. Houston "
"and A.J. Whitney Four Hundred and five 30/100 dollars payable at 6% int. "
"from Oct. 24, 1884 and 8% int. after maturity value received. "
"Allen Sharp."

"B" "$405.30
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"B." "$405. 31 Marysville Ohio, October 28, 1884."
"April 1st 1886 after date I promise to pay to the order of "
"E. Houston & A.J. Whitney Four Hundred & five 31/100 Dollars pay-"
"able at 6% int. from Oct. 24, 1884 and 8% interest after ma-"
"turity, value received." "Allen Sharp"

On the 15th day of September 1885 a summons was issued by the Clerk of said Court which reads as follows, viz:

Summons. The State of Ohio, } Summons.
Union County, ss. } To the Sheriff of the County of Logan Greeting:
We command you to notify Allen Sharp Roxey R. Sharp that they have been sued by E. Houston and A.J. Whitney, in the Court of Common Pleas, of Union County, and that unless they answer by the 17th day of October A.D. 1885 the petition of said plaintiffs 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 September A.D. 1885. Witness my hand and the seal of said Court, this 15th day of Sept. A.D. 1885.

{Seal}

J. D. Burgner, Clerk.
By W. M. Winget, Deputy.

Indorsed. In action for equitable relief. Amt. claimed $405.30 @ 6% int. from Oct. 24, 1884 to April 1, 1885 & 8% after April 1, 1885.

Return The State of Ohio, } Sheriff's Return.
Union County, ss. } Received this Writ September 16th A.D. 1885, at 1 o'clock P.M. and pursuant to its command, on the 17th day of September A.D. 1885, I served the same by delivering a certified copy thereof with the endorsements thereon to the within named Allen Sharp and Roxey R. Sharp. Sheriff's fees - service, 45¢ mileage, 17¢ copies 32¢ Return & postage 27¢. Total, $2.50. Paid by A.T. Carpenter.

W. H. Lloyd, Sheriff.
Logan Co., Ohio.

Summons Also on the 15th day of September A.D. 1885 a summons was issued by the Clerk of said Court which reads as follows, to-wit:

The State of Ohio } Summons.
Union County, ss. } To the Sheriff of the County, Greeting:
We command you to notify William A. Ballinger that he and others have been sued by E. Houston and A.J. Whitney in the Court of Common Pleas, of Union County and that unless he answer by the 17th day of Oct. A.D. 1885 the petition of said plaintiffs 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 September A.D. 1885. Witness my hand and seal of said Court this 15 day of Sep. '85.

{Seal}

J. D. Burgner, Clerk.
By W. M. Winget, Deputy.

In action for equitable relief. Amt. claimed $405 32/100 @ 6% int. from Oct. 24, 1884 to April 1st 1885 and 8% after April 1st 1885.

Return. The State of Ohio, Union County, ss. Sheriff's Returns. Received this Writ Sep. 16th A.D. 1885, at 9 o'clock A.M. and pursuant to its command, on the 19th day of Sept. A.D. 1885, I served the same by handing a true copy of this Writ, with endorsements thereon to the within named defendant. Sheriff's fee: service, 30¢ mileage, 1829 copy 20¢. Total, $2.42

Wm. Hopkins, Sheriff.
By A.H. Godwin, Deputy.

On the 20th day of October an Entry was made on the Journal which reads as follows, to-wit:

Entry. C. Houston, et.al. vs. Allen Sharp, et.al. Entry.

And now comes the said C. Houston & A.J. Whitney by A.T. Carpenter their attorney and the said defendants still failing to answer or demur to said petition it is considered that the said plaintiffs are entitled to an account of the money due them on the premises and the Court after hearing the evidence do find that there is due now to said plaintiffs on the notes and mortgage in said petition described, the sum of Four hundred and thirty four 20/100 Dollars ($434.20) including interest computed up to the 19th day of October 1885. It is therefore considered by the said court here that the said plaintiffs recover of the said defendant Allen Sharp the said sum of Four Hundred Thirty four 20/100 ($434.20/100) so as aforesaid found due, with 8% interest from this 19th day of October 1885 and also their costs taxed to $ The Court further finds from the evidence that the defendant Wm. A. Ballinger sold and conveyed the premises in plaintiffs petition to the defendant Allen Sharp and that said Allen Sharp is now the owner thereof in fee, although he has not as yet caused his deed to be recorded and that said William A. Ballinger has no interest therein. And it is further ordered and adjudged that in case the said defendant Allen Sharp fails for ten days from this 19th day of October 1885 to pay to the said plaintiffs the said sum of Four Hundred & thirty four 20/100 Dollars ($434.20) with 8% interest thereon from this 19th day of October 1885 so as aforesaid found due with costs of suit an order issue to the Sheriff of Union County, Ohio 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.

Praecipe. C. Houston, et.al. Pl'ffs. vs. Allen Sharp, et.al. Def'ts

Court of Common Pleas,
Union County, Ohio.
Marysville, October 23d 1885.

To the Clerk of said Court:

Issue Order of sale in the above case, returnable according to law.

A.T. Carpenter, Atty for Plaintiffs.

On the 23d of October A.D. 1885 an Order of Sale was issued by the Clerk of said Court which reads as follows, to-wit:

Order of Sale. The State of Ohio, Union Co...
Whereas, at a ... Marysville ... October A... plaintiffs ... ger, Defen... or decree ... Hundred ... then and ... creed, th... from the ... C. Houston ... 20/100 Dollars ... the sale of ... Court the ... upon def... issue to ... proceed a... and exec... on plaint... said has ... interest ... appears to ... proceed, a... the follow... Township ... bounded ... vey No. 12... ginning ... easterly co... beech, he... J. Hopwoo... poles to ... line of sa... E. 51 62/100 po...
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{ Seal }

Order of Sale.

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 the said County, on the 23d day of October A.D. 1885, in the cause of C. Houston and A.J. Whitney plaintiffs, and Allen Sharp & Roxey R. Sharp and Wm Ballenger, Defendants, said C. Houston et. al. obtained a judgment or decree against the said Allen Sharp for the sum of Four Hundred & Thirty Four 20/100 Dollars, And whereas it was then and there by said Court ordered, adjudged and decreed, that the said Allen Sharp shall within one day from the 19th day of October, A.D. 1885, pay into the said C. Houston et. al. the sum of Four Hundred & Thirty Four 20/100 Dollars with interest from 19th day of Oct. A.D. 1885 at the rate of 8 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c: And whereas the one day aforesaid has fully expired and the said sum of $434.20/100 with interest and costs have not been paid as aforesaid as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Liberty, County of Union and State of Ohio, bounded and described as follows: Being part of U.M. Survey No. 12403 and bounded and described as follows: Beginning at a sugar tree, beech and ash (now stone & brick) easterly corner to Survey No. 12282; thence S. 38° E. 124 poles to a beech, hickory and ironwood (now stone & brick) in the line of J. Hopwood's Survey No. 3490: thence with said line S. 52° W. 51 62/100 poles to a stake; thence N. 38° W. 124 poles to a stake in the line of said survey No. 12282; thence with said line N. 52° E. 51 62/100 poles to the beginning, containing 40 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 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 next Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our Court of Common Pleas, and seal of our said Court at Marysville Ohio, this 23, day of Oct. A.D. 1885.

{Seal} J.2. Bingner, Clerk. By A.R. Bingner, Deputy Clerk.

Return.

The State of Ohio, Union County, ss. } Sheriff's Return.

In obedience to the command of the order of sale hereto annexed, I did on the 23d. day of October 1885, summon J.P. Crowder, Saul Ream & William Crowder, 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 23d. day of October A.D. 1885, 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 seven 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 28th. day of October 1885, 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 November A.D. 1885, at 1½ 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 pursuant of said notice, I did on said 28th. day of November A.D. 1885, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came John M. Mc. Ilroy who bid for the same the sum of Twenty six & 75/100 Dollars per acre; and said sum being more than two-thirds of the appraised value thereof, and said John M. Mc. Ilroy 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 Twenty Six & 75/100 Dollars per acre.

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

Sheriffs fees. $35.37

On the 17th. day of December 1885 the following Proof for Publication was filed with the Clerk of said Court, to-wit:

Proof for Publication

C. Houston, et.al. vs. Allen Sharp, et.al. } Sheriff's Sale.
Common Pleas Court, Union County, Ohio.
On order of Sale.

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 north door of the Court House, in Marysville, Ohio on Saturday, November 28th. 1885, 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 Liberty, County of Union and State of Ohio, being part of Virginia Military Survey No. 12413 and bounded and described as follows: Beginning at a sugar tree, beech and ash (now stone and brick) easterly course to Survey No. 12282: thence S. 38° E. 124 poles to a beech, hickory and ironwood (now stone and brick in the line of J. Hopwood's Survey No 3490; thence with said line S. 52° W. 51 62/100 poles to a stake; thence N. 38 W. 124 poles to a stake in the line of said survey No. 12282; thence with said line N. 52° E. 51 62/100 poles to the beginning, containing 40 acres more or less.

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Marion Hopkins, Sheriff.
A. T. Carpenter, Attorney. October 28th 1885.
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. 28, 1885. L. G. English
Sworn to and subscribed before me, this 17th day of Dec. 1885.
J. D. Burgner, Clerk.

On the 15th day of March 1886 the following entry was made on the Journal, to-wit:

Entry 7892.

C. Houston, et. al. vs. Allen Sharp, et. al.

Entry.

On motion of the said plaintiffs by A. T. Carpenter their attorney and on producing the return of the Sheriff of this County of a sale of real estate made by him on the 28th day of November 1885 to John M. McElroy on an order of sale issued in this case and dated October 23d 1885 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 and tenements so sold. And the Court coming now to distribute the proceeds of said sale amounting to $1070.00 it is ordered that the Sheriff pay: 1st To the Treasurer of Union County the taxes now due upon said land, to-wit: $75.13 2d The costs of this action taxed to $78.45 3d To plaintiffs the amount due on their mortgage, to-wit: $897.42 4th The balance of $49.00 said Sheriff shal hold subject to the further orders of the Court as to the distribution thereof.

Attest. J. D. Burgner Clerk.

Petition 4925

Pleas before his Honor John A Price Judge of a Court of Common Pleas within and for the County of Union the Third Sub-Division of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on Monday, the 22d day of February, in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 7th day of October, 1885 a petition was filed with the Clerk of said Court, which reads as follows, to-wit:

A. S. Margridge, Plaintiff. Against Daniel B. Patch, Harriet L. Patch, W. A. Ford, E. J. Ainsworth and G. R. Greenawalt, Defendants.

In the Court of Common Pleas of Union County, Ohio.

Petition.

The plaintiff says that on the 27th day of September A.D. 1882 the defendant made and delivered to plaintiff his promissory note of that date and thereby promised to pay to said plaintiff the sum of Six Hundred Dollars in three years after the date thereof, with interest thereon at the rate of eight per cent. per annum, payable annually. The following is a copy of said note, with all endorsements thereon:

"$600.00 Marysville, Ohio, September 27th 1882.

"Three years after date for value received, we jointly and severally promise to pay A. S. Margridge or order Six Hundred Dollars with Interest from date until paid at the rate of eight per cent. per annum, payable annually, and I hereby authorize any attorney-at-law to appear for me/us and confess in 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 me and confess judgment in favor of the legal holder of the above against me 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, Daniel B Patch. [seal]

Indorsed: "June 4th 1883. Paid on the within note the sum of Two Hundred and Twenty-seven 81/100 Dollars. Consideration of deed this day made from D. B. Patch & wife to said A. S. Margridge."

On the said 27th day of September A.D. 1882 and to secure the payment of said note the said defendants Daniel B. Patch and Harriet L. Patch, his wife, executed and delivered to said plaintiff their mortgage deed and thereby conveyed to plaintiff the following premises, to-wit: Situated in the Township of Paris, County of Union and State of Ohio. Part of Virginia Military Survey No. 3351. Beginning in the centre of the Marysville and Delaware Gravel Road at the South-west corner of the lands of Wylas Wood; thence with Wylas Wood's west line N. 3° O. 44 87/100 poles to a stake; thence N. 87° W. 25 26/100 poles to two stones; thence S. 3° W. 32 85/100 poles to a stone; thence S. 2 3/4° W. 22 68/100 poles to the centre of the Marysville and Delaware Gravel Road; thence with the centre of said road N. 67 1/2° E. 12 42/100 poles to the place of beginning. Excepting therefrom one and one-half acres conveyed by said defendants, Daniel B. Patch and wife, to this plaintiff by deed, dated

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June 4th 1883. Leaving four and one-half acres more or less. Said mortgage was conditioned, in substance, that if the said Daniel B. Patch should pay or cause to be paid to said plaintiff the said promissory note, herein mentioned with the interest thereon, then said mortgage to be void, otherwise to remain in full force and virtue in law forever. Said mortgage was filed with the recorder of said Union County, Ohio, on the 27th day of September A.D. 1882 at 5 o'clock P.M. and the same was duly recorded on the 4th day of October 1882 in Volume 18, page 486 of the Records of Mortgages of Union County, Ohio. Said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Four Hundred and Fourteen 42/100 Dollars with interest thereon from the 27th day of September A. D. 1883 at the rate of eight per cent, per annum, payable annually. Said defendants, W. P. Wood, E. J. Ainsworth & G. R. Greenawalt claim some lien on said premises but plaintiff is ignorant of the extent thereof. Plaintiff therefore asks judgment against said defendant, Daniel B. Patch for said Sum of Four Hundred and fourteen and 42/100 Dollars with interest thereon from September 27th 1883 at the rate of eight per cent per annum payable annually; that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness and for all proper relief in the premises.

Brodrick & McCampbell,
Attorneys for Plaintiff.

The State of Ohio,
Union County ss. John M. Brodrick, being sworn, makes oath that he is one of the attorneys for said plaintiff, duly authorized; that said plaintiff is a non-resident of and is now absent from said County of Union and that the facts stated in the foregoing petition are as affiant believes true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 7th day of October, A.D. 1885.

J. D. Burgner, Clerk.

We hereby waive the issuing and service of process and enter our appearance herein this 7th day of October A.D. 1885.

G. R. Greenawalt.
E. J. Ainsworth
W. P. Wood

Praecipe. Clerk:

Issue summons to defendants, Daniel B. Patch and Harriet S. Patch to Sheriff of Union County, O. Returnable according to law. Indorse Foreclosure of mortgage & judgment. Amount claimed $414.42 @ 8% int. from Sept. 27, 1883. payable annually.

Brodrick & McCampbell,
Attorneys for Plaintiff

On the 7th day of October A.D. 1885 a summons was issued by the Clerk of said Court which reads as follows, to-wit:

Summons. The State of Ohio } Union County, ss. } Summons.

To the Sheriff of the County of Union, Greeting:

We command you to notify Daniel B. Patch and Harriet L. Patch that they and others have been sued by A.S. Mongridge in the Court of Common Pleas, of Union County, and that unless they answer by the 7th day of November A.D. 1885 the petition of said A.S. Mongridge 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 Oct. A.D. 1885. Witness my hand and seal of said Court this 7th day of Oct. A.D. 1885.

{Seal} J.L. Bongner, Clerk.

In action for foreclosure of mortgage and judgment. Amount claimed $414.25 @ 8% int. from Sept. 27th 1883 payable annually.

Return The State of Ohio } Union County, ss. } Sheriff's Return.

Received this Writ Oct 7th A.D. 1885 at 9 o'clock A.M. and pursuant to its command on the 9th day of October A.D. 1885; I served the same by leaving a true copy of this summons with endorsements thereon at the usual place of residence of the within named defendant Daniel B. Patch and by handing a true copy of this summons with endorsements thereon to the within named defendant, Harriet L. Patch.

W. Hopkins, Sheriff
By A.H.G. Deputy.

Sheriff's fees $1.17

On the 13th day of November, 1885 an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Entry 4925 A.S. Mongridge vs. D.B. Patch et al. } Entry.

This day this cause came on for hearing and the defendant, D.B. Patch, being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and there is due from him to the plaintiff on the promissory note set forth in said petition the sum of Four hundred and eighty five and 75/100 Dollars, with eight per cent interest thereon from October 19th 1885. It is therefore considered and adjudged by the Court that the said plaintiff do recover from said defendant D.B. Patch said sum of $485.75/100 with eight per cent interest from October 19, 1885. The Court further find that in order to secure the prompt payment of said note, the defendant D.B. Patch and Harriet L. Patch, his wife, executed and delivered to said plaintiff their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book 18 page 456 of the Records of mortgages of Union County, Ohio and is the first and best lien on the premises described in the petition. It is therefore considered and adjudged that unless the defendant D.B. Patch 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 herein the sum so found as aforesaid, with interest from the 19th day of October 1885 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, Ohio, directing him to sell said premises as upon execution; and bring the proceeds into Court for further order.

On the 26th day of November, A. D. 1885 a praecipe was issued to the Clerk of said Court which reads as follows, to wit:

A. S. Morgridge vs. D. B. Patch, et. al. } Court of Common Pleas, Union County, Ohio.

Marysville, November 26, 1885.

To the Clerk of said Court:

Issue order of sale in the above case, returnable according to law.

Brodrick & McCampbell,
Attorneys for Plaintiff.

The State of Ohio, Union County, ss. } Order of Sale.

To the Sheriff of said County. Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for the said County, on the 13th day of Nov. A. D. 1885, in the cause of A. S. Morgridge, plaintiff, and Daniel B. Patch et al defendants, said A. S. Morgridge obtained a judgment or decree against the said Daniel B. Patch for the sum of Four Hundred and Eighty five and 78/100 Dollars; And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Daniel B. Patch shall within ten days from the 13th day of Nov. A. D. 1885, pay unto the said A. S. Morgridge the said sum of Four Hundred and Eighty five & 78/100 Dollars, with interest from the 19th day of Oct. A. D. 1885, at the rate of 6 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c: And whereas, the 10 days aforesaid have fully expired and the said sum of $485.78 with interest and costs have not been paid as aforesaid, as appears to us of Record. You are therefore commanded to proceed and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Paris County of Union and State of Ohio, bounded and described as follows: Part of Virginia Military Survey No. 3351 beginning in the centre of the Marysville and Delaware Gravel Road at the south-west corner of the lands of Hylas Wood; thence with Hylas Wood's west line N. 3° E. 44 31/100 poles to a stake; thence

N. 87° W. 25 20/100 poles to two stones; thence S. 3° W. 32 88/100 poles to a stone; thence N. 68¼° E. 15 32/100 poles to a stone; thence S. 23¾° W. 22 68/100 to the centre of the Marysville and Delaware Gravel Road; thence with the centre of said road N. 67½° E. 12 60/100 poles to the place of beginning, excepting therefrom one and one-half acres, conveyed by said defendants Daniel B. Patch and wife to this plaintiff by deed, dated June 4th 1883, leaving four and one-half 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 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 26th day of Nov. A.D. 1885.

{Seal}

J. L. Burgner, Clerk.

Return

The State of Ohio, } Sheriff's Return.
Union County, ss. } In obedience to the command of the order of sale hereto annexed, I did on the 27th day of November, 1885, summon J. A. Henderson, J. W. Tilton and J. T. Monk, 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 27th day of November, A. D. 1885, 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 Seven 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 2d day of December 1885 I caused to be advertised in the Marysville Tribune (a 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. 1886 at 1½ 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 said 22d day of January A. D. 1886 at the time and place above mentioned, proceed to offer said land and tenements at public sale, and there and there came Adam Kuckbaum who bid for the same the sum of Five Hundred Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Adam Kuckbaum 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 Five Hundred Dollars.

Sheriff's fees: service 30¢, summoning appraisers and swearing appraisers, 120¢ writing appraisal 80¢, copy of appraisal 30¢ notice of printer 30¢ mileage 16¢ poundage $1.50, Total $10.06. appraisers' fees $3.00 Printers' fees $13.00

M. Hopkins, Sheriff. By A. H. Goodwin, Deputy.

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On the 4th day of March 1886 the following proof of publication was filed with the Clerk of said Court, to-wit:

Sheriff's Sale.

A. S. Worgudge, vs. Daniel B. Patch et.al.

Common Pleas Court, Union County O.

On order of sale

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, State of Ohio, I will offer at public sale at the north door of the Court House in Marysville, Ohio, on Saturday, January 23d 1886, at or about the hour of one o'clock, P.M., on said day, the following described realestate, to-wit: Situate in the Township of Paris, County of Union, State of Ohio, and being known and described as follows: Part of Virginia Military Survey No. 3351; Beginning in the centre of the Marysville and Delaware gravel road at the south-west corner of the lands of Sylas Wood; thence with Sylas Woods west line north 3° E. 44 37/100 poles to a stake; thence N. 81° W. 25 20/100 poles to two stones; thence S. 9° W. 32 88/100 poles to a stone; thence N. 68¼° E. 15 32/100 poles to a stone; thence S. 2¾° W. 22 68/100 poles to the centre of the Marysville and Delaware gravel road; thence with the centre of said road N. 6½° E. 12 12/100 poles to the place of beginning, excepting therefrom one and one-half acres conveyed by said defendants, Daniel B. Patch and wife to this plaintiff by deed, dated June 4, 1883, leaving four and one-half acres, more or less.

Appraised at $160.

Terms of Sale-cash.

Marion Hopkins, Sheriff of Union County.

Bostwick & McCampbell, Attorneys.

December 2, 1885-5w-pf $13.00

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 Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with December 2, 1885.

W. O. Shearer

Sworn to and subscribed before me this 4th day of March 1886.

J. D. Bingner, Clerk.

Entry.

On the 23d day of February, 1886 an entry was made on the Journal by the Clerk of said Court which reads as follows, to-wit:

A. S. Worgudge, Plaintiff vs. Daniel B. Patch, et. al. Defendants

In Union Common Pleas Ohio

Case No. 4925

Journal Entry.

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of the Court: And the Court on 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, Adam Kreckbaum by deed in fee-simple, the lands and tenements so sold: and direct 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 $580; it is ordered that the Sheriff, out of the money in his hands pay: 1st the costs of this action, taxed at $35.50 2nd The taxes due on said premises, $18.50 3rd. To the plaintiff, A.D. Morgridge, the balance of the said money remaining in his hands, to-wit: the sum of $445.50 to be applied as a credit upon his judgment against the said defendant.

Attest. J. De Bruyn Clerk.

Pleas before his Honor Johns. Price, Judge of a Court of Common Pleas, within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio, were begun and held at the Court House in the Town of Marysville on Monday the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six

Heretofore, to-wit: On the 1st day of February A.D. 1886 a petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition

G.S. Dickinson
vs.
Eliza Smallwood & Geo. B. Hamilton

Court of Common Pleas
Union County Ohio
Petition

$027

First cause of action: Plaintiff says on or about the 20th day of September, 1884 the defendant Eliza Smallwood executed and delivered to one J.C. Carr her promissory note, which is here to attached, marked "A" with the indorsement thereon and thereby promise to pay to J.C. Carr or order the sum of $157.85 with 8 per cent interest thereon till paid from September 20th 1884. That no part of the sum has been paid. Second cause of action: On or about the 20th day of September 1884, to secure the payment of said note, said defendant, Eliza Smallwood executed and delivered to said J.C. Carr her mortgage deed and thereby conveyed to said J.C. Carr the following described premises: Situated in the County of Union, State of Ohio and in the Township of Jackson, in Survey No. 792. Beginning at a stake in the S.E. corner of the farm of Harvey Price in the centre of Rush creek near an ash on the west bank; thence S. 78° W. 117 65/100 poles to a stake; thence N. 12° W. 57½ poles to a stake; thence N. 87° E. 56½ poles to the centre of Rush creek; thence with the meanderings of said creek to the place of beginning, containing thirty acres, and being the same premises as conveyed to Eliza Smallwood by Lebi Roseberry, March 29th 1882. Deed recorded in Vol. 52, page 475. The condition contained in said mortgage was in substance that if said Eliza Smallwood should pay or cause to be paid said note when the same became due according to the term thereof then said mortgage to become void, otherwise to be and remain in full force and virtue in law forever. On the 23d day of September 1884 at 7 o'clock A.M.

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said mortgage was filed in the Recorder's office and was recorded Sept. 25th 1884 in Book 19, page 619, Union County Records of Mortgages. Said J. C. Carr, for a valuable consideration assigned all his interest in and to said note and mortgage to plaintiff, which assignment has been duly recorded Nov. 8th 1884 and Plaintiff is now the legal owner and holder of the same and there is due him thereon from said defendant, Eliza Smallwood the sum of 157 85/100 with 8 per cent interest thereon from September the 20th 1884. Sheriff is informed that the defendant Geo. B. Hamilton claims to have some lien on said premises, but is unable to state the nature thereof and asks that he be required to set it up or be forever cut off from asserting the same. Plaintiff prays judgment against said Eliza Smallwood for the sum of $157 85/100 and 8 per cent interest thereon from September 20th 1884; that said mortgage be foreclosed, the premised ordered to be sold, the priorities of lien determined and the proceeds applied to the payment of said judgment and for all proper Relief. "Note."

S.S. Gardiner, Attorney for Plaintiff.

State of Ohio, Union County, ss. S.S. Gardiner being duly sworn says he is the attorney of above named plaintiff duly authorized in the premises; that the plaintiff is a non-resident of Union County Ohio and is now absent therefrom; that the facts and allegations in the foregoing petition are true as he verily believes.

S.S. Gardiner.

Sworn to and subscribed before me, this 28th day of January 1886. W.J. Rucker, Notary Public.

"Note." "One year after date, for value received, I promise to" "pay to J. C. Carr One Hundred Fifty seven 85/100 Dollars, with" "interest from date till paid, at 8 per cent per annum," "payable annually. And I hereby authorize and empower" "any attorney at law of any Court of Record, at any time" "after the note becomes due, to appear for me without" "process, in any Court of Record and confess judgment for" "the same amount, interest and costs, in favor of the legal" "holder, indorsee, or assignee hereof, and release all errors which" "may occur in the legal proceedings herein authorized; and" "I also release all right of appeal, the stay of execution, and" "the power and privilege of holding any personal or real" "property exempt from execution for the enforcement of" "said judgment; and said attorney is hereby authorized to" "enter such release in said judgment." "Witness my hand and seal, this" "$157.85 Due Sept. 20, 1885." "20th day of September A. D. 1884." "Eliza Smallwood" "Seal" Indorsed. "Payment guaranteed and notice of probate waived. pay to order B.S. Dickinson "J. C. Carr."

Praecipe — To Clerk.

Issue summons, on petition to Sheriff of Union County. Amt. claimed $175.92 and 8% int. from Sept. 20th 1884 and foreclosure of mortgage.

Gardiner.

On the 1st day of February A.D. 1886 a summons was issued by the Clerk of said Court which reads as follows, to-wit:

Summons — The State of Ohio, Union County, ss.

Summons.

To the Sheriff of the County of Union. Greeting:

We command you to notify Eliza Smallwood and George B. Hamilton that they have been sued by G. L. Dickinson, in the Court of Common Pleas of Union County and that unless they answer by the 6th day of March A.D. 1886 the petition of said plaintiff G.L. Dickinson 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 February A.D. 1886. Witness my hand and seal of this Court, this 1st day of February A.D. 1886.

{Seal} J.D. Bugner, Clerk.

In action for foreclosure of mortgage. Amount claimed $175.92 at 8% interest from Sept. 20th 1884.

Return — The State of Ohio, Union County, ss.

Sheriff's Return.

Received this Writ February 1st A.D. 1886 at 9 o'clock A.M. and pursuant to its command, on the 2d day of February A.D. 1886, I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendant, Eliza Smallwood and by handing a true copy of the summons with the endorsements thereon to the within named defendant George B. Hamilton.

Sheriff's fees, $4.21

M. Hopkins, Sheriff.

By A.H. Goodwin, Deputy.

On the 10th day of March A.D. 1886 an entry was made on the Journal, which reads as follows, to-wit:

Entry 50 Ef.

G.L. Dickinson vs Eliza Smallwood, et.al.

Entry.

Now come the plaintiff by his attorney and the defendant being in default for answer and demurrer the court find that the allegations of the petition are confessed by her to be true and that defendant is indebted to plaintiff in the sum of $175.92 and 8 per cent interest from the first day of this term. It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $175.92 and 8 per cent interest thereon from the first day of this term and costs taxed at $. The Court further find that the defendant to secure the prompt of said note executed and delivered to J.C. Carr her mortgage deed in the petition described and on the premises therein described and that said mortgage was duly recorded in Vol 19 page 619 of the records of mortgages of Union County and is the first and best lien on the premises described in the petition and that the plaintiff is now the legal owner and

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holder thereof and entitled to the benefits of the same. The Court further finds that the condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the said defendant shall within five days from the entry of this decree pay or causes to be paid to the Clerk of this Court the costs in this case and to the plaintiff the said sum of $175-23 and 8 per cent interest from the first day of this term 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 sue the said premises as upon execution and bring the proceeds into Court for further orders.

Attest.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Dinsion of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on Monday the 22d. day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

On the 5th day of April 1886 the following petition and answer were filed with the Clerk of said Court, to-wit:

Petition and Answer in cognovit.

Petition 507 81.

J. W. Robinson
vs.
George Keckley
J. L. Keckley

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Petition
Civil Action for Money only.

J. W. Robinson, the above named plaintiff says that there is due to him from George Keckley and J. L. Keckley, defendants on a promissory note made by the defendants dated the 20th day of October, A. D. 1883, which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of Two Hundred and ten Dollars and thirteen cents, with interest thereon at eight per cent from the 20th day of October A. D. 1883. 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 Two Hundred and Ten Dollars and thirteen cents, with interest at 8 per cent from the 20th day of October A. D. 1883.

J. W. Robinson in Person.

The State of Ohio, Union County, ss

J. W. Robinson, the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiff

J. W. Robinson.

Subscribed by J. W. Robinson in my presence, and sworn to by him before me, this 5th day of April A. D. 1886.

J. L. Burgner, Clerk.

Note "$210 13/100 Marysville, Ohio, October 20th 1883. "
"One year after date, as principal debtors, we jointly and "
"severally promise to pay to J. W. Robinson or order, at this office in "
"Marysville, Ohio, Two Hundred and Ten 13/100 Dollars, for value received, "
"with eight per cent interest from date till paid. And we hereby dis- "
"pense with the 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, to declare, and waive the issuing 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 of errors, and waive all right of "
"appeal in this behalf. Witness our hands and seals, this 20th "
"day of October 1883. "George Keckley [seal] "
"J. L. Keckley [seal] "

Answer J. W. Robinson vs. George Keckley, J. L. Keckley — In the Court of Common Pleas, Union County, Ohio, ss.

Defendants Answer.

And now come George Keckley and J. L. Keckley, the above named defendants, by the undersigned 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 plaintiffs petition, and against the above named defendants for the sum of Two Hundred and fifty one Dollars and fifty six cents, the amount appearing due for principle 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.
April 5th A.D. 1886.

T. T. Arthur,
Attorney for Defts.

Entry J. W. Robinson vs. George Keckley, J. L. Keckley

Entry

This day came the plaintiff by himself in person and thereupon came 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 is alleged in said plaintiffs petition, the sum of $251 76/100. It is therefore considered that said plaintiff do recover of said defendants the said sum of $251 76/100 as aforesaid confessed

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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: J. D. Burgner, Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub. Division of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on Monday, the 22d. day of February, in the year of our Lord, Eighteen Hundred and Eighty Six.

On the 23d day of November A. D. 1885, a petition was filed with the Clerk of said Court, which reads as follows, to-wit:

Oliver H. Gibson, plaintiff. vs. Anna Gibson, defendant. | Union County, Ohio, Court of Common Pleas. Also Petition.

Petition 4979

The plaintiff, Oliver H. Gibson, says he has been a resident of the State of Ohio for more than a year last past and is now a bonafide resident of Union County. That on or about the 25th day of February A. D. 1874 he was lawfully married at the County of Union and State of Ohio, to the defendant Anna Gibson, whose name was at that time was Anna Hackly. That he has always conducted himself toward the defendant as a faithful and attentive and provident Husband; yet the defendant has been guilty of gross neglect of duty toward the plaintiff by neglecting to attend his household duties for him, running around nights with other men and leaving the plaintiff sick at home. Plaintiff further says that since about the first of March A. D. 1885 said defendant has been guilty of frequent acts of adultery at the house of the plaintiff in Marysville, Ohio, with one David McGraw, Jr. Plaintiff further says that in addition to acts of adultery with said David McGraw, Jr., she has been going with said McGraw to dances and parties to low and indecent places in immoral and not respectable society at divers and frequent times against the earnest protest and against the wish of the plaintiff. Plaintiff therefore prays that upon the hearing of this petition that he may be divorced from the defendant and for all proper relief.

Oliver Gibson by J. M. Kennedy, his Attorney.

Oliver Gibson vs. Anna Gibson | Praecipe.

Praecipe Issue summons and copy of petition in the above case directed to Sheriff of Union County. Indorsed Divorce asked for for Oliver Gibson. J. M. Kennedy, Atty. for Plaintiff.

On the 23d day of November, A.D. 1885 a summons was issued by the Clerk of said Court, which reads as follows, to-wit:

Summons

The State of Ohio, } Summons in Divorce.
Union County, ss: } To the Sheriff of Union County:

You are commanded to notify Anna Gibson that Oliver H. Gibson has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, (a true copy of which is hereby delivered to you to be served on her), charging her with gross neglect of duty &c., 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 1st day of December, A.D. 1885. 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 Nov. A.D. 1885.

Seal

J. D. Burgner, Clerk.

Return

The State of Ohio, } Received this Writ on the 23d day of Nov. A.D.
Union County, ss: } 1885; and on the same day I served the same by handing the within named defendant a true copy thereof, with the endorsements thereon, together with a certified copy of the petition. Sheriff's fees - Service, 60¢ - copy, 20¢ - mileage 32¢ - total, $1.12

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

On the 9th day of March, 1886 the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

Oliver Gibson } Entry
vs.
Anna Gibson } This day this cause came on for hearing upon the petition of plaintiff, the defendant being in default for answer or demurrer and the Court being fully advised in the premises doth find as follows, to-wit: First, that the defendant had due and legal notice of the pendency of this petition. Second, that said parties were married as in said petition stated, Third, That the said defendant has been guilty of gross neglect of duty and misconduct towards said plaintiff and guilty, as otherwise charged in said petition. It is therefore considered that the marriage relation heretofore existing between the said parties be dissolved and that they be divorced and that plaintiff pay the costs herein.

Attest: J. D. Burgner Clerk.

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Pleas before his Honnor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on Monday, the 22d of February in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 17th day of December A. D. 1885 the following petition was filed with the Clerk of said Court, to-wit:

Petition

Nancy Sawyer, Plaintiff. } To the Court of Common Pleas of
vs. Union County Ohio.
J. D. Sawyer, Defendant }

4985.

The plaintiff says that she has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of said County of Union. On or about the 27th day of January 1877 she was married to the defendant. The defendant has in disregard of his marital duties for more than three years last past been willfully absent from the plaintiff. Wherefore the plaintiff prays that she may be divorced from the defendant and may have all proper relief.

Cameron and Woodburn,
Attorneys for Plaintiff.

Affidavit for Publication

On the 17th day of December 1885 the following Affidavit for Publication was filed with the Clerk of said Court, to-wit:

Nancy Sawyer, Plaintiff. } To the Court of Common Pleas
vs. of Union County Ohio, ss.
J. D. Sawyer, Defendant. }

Affidavit

William A. Turner being first duly sworn says that he is the agent of the Plaintiff duly authorized in the premises, that the residence and post office address of the said defendant are both unknown to the plaintiff, that service by summons cannot be made on the defendant in the State; that this action is for divorce and the plaintiff has used due diligence in trying to ascertain the place of residence of the defendant and further saith not.

William A. Turner.

Sworn to before me and signed in my presence, this 17th day of December 1885.

A. H. Beightler,
Notary Public.

On the 1st day of March 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Notice

Divorce Notice.

J. D. Sawyer will take notice that on the 17th day of December, 1885, Nancy Sawyer filed her petition in the Court of Common Pleas of Union County, Ohio, charging the defendant with willful absence for more than three years and praying for divorce. Said petition will be for hearing at the next term of said Court.

Cameron & Woodburn, Attorneys

A. H. Brighter, being duly sworn, says he is the Editor of the Marysville Times, a weekly newspaper, published in Marysville Union County, Ohio, and having a general circulation therein, and that the annexed advertisement was published in said newspaper Six consecutive weeks, the first insertion being on the 19th day of Dec. 1885 and the last on the 30th day of Jan., 1886. A. H. Brighter

Sworn to and subscribed by A. H. Brighter before me, this 1st day of March 1886. Printers fee. $3.00

J. D. Burgner, Clerk.

On the 5th day of March, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

Nancy Sawyer
vs.
J. Q. Sawyer

Entry
1985

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 that time a bona 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 disregard of his marital duties for more than three years last past been willfully absent from the plaintiff 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 Nancy Sawyer and J. Q. Sawyer, 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 plaintiff pay the costs of this proceeding.

Attest: J. D. Burgner, Clerk.

Pleas before his Honor, John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on Monday the 24th day of May, in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 4th day of March 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition.
5048.

William H. Crary, Plaintiff
Against
Allen Sharp and Marion Hopkins, as Sheriff of Union County, Ohio. Defts.

In the Court of Common Pleas of Union County, Ohio.

Petition:

The plaintiff says that on the Seventh day of December A.D. 1885, he obtained a judgment against the said defendant Allen Sharp, befor W. M. Winget, a Justice of the

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Entry.

Wm H. Cra
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Peace for Paris Township, Union County, Ohio, for the sum of One Hundred and fifty one Dollars, with eight per cent interest from said date of Judgment and with seven and 30/100 Dollars, costs of suit. That on the said 7th day of December A. D. 1885 the sum of seventy one and 70/100 Dollars was paid on said judgment in pursuance of an order of garnishment in said case, leaving due and unpaid on said judgment the sum of seventy nine and 30/100 Dollars with eight per cent interest from said 7th day of December A. D. 1885. The said defendant Allen Sharp has no property subject to levy and sale on execution. The said defendant Marion Hopkins, as Sheriff of Union County, Ohio, has in his possession certain money due from him to said defendant, Allen Sharp, as a ballance remaining from the sale of certain real estate of said defendant, Allen Sharp by virtue of an order of sale issued out of this Court in a certain cause therein, wherein C. Houston and others were plaintiffs and the said Allen Sharp and others were defendants and numbered on the Records of this Court as case No. 4892. Plaintiff therefore, asks that said defendant Marion Hopkins, as such Sheriff, as aforesaid be required to answer hereto and set forth the amount due from him to said defendant Allen Sharp and that said defendant Marion Hopkins be ordered to pay over to this plaintiff said amount so found to be due said Allen Sharp, to be applied as a payment on said judgment, or so much thereof as will be necessary for the payment thereof with costs of this action and for all other proper relief in the premises.

Brodrick & McCampbell,
Attorneys for Plaintiff

The State of Ohio, }
County of Union ss. }

John M. Brodrick, being duly sworn, says that he is the duly authorized attorney for William H. Gray, the plaintiff and that the facts stated in the foregoing petition are within the personal knowledge of this affiant; that the facts stated in the foregoing petition are, as affiant believes, true.

John M. Brodrick.

Sworn to by said William H. Gray before me and signed by him in my presence this 4th day of March A.D. 1886.

J. D. Burgner, Clerk.

Waiving of Summons.

I hereby waive the issuing and service of summons and enter my appearance herein this 4th day of March A. D. 1886.

M. Hopkins.
Allen Sharp.
Per W. T. Hoopes, Attorney

Entry.

Wm H. Gray
vs
Allen Sharp }

Entry.

This day this cause came on for hearing and the defendants being in default for answer or

demurrer the same was submitted to the Court on the petition and evidence. On consideration whereof the Court do find the allegations of the petition to be true and that there is remaining in the hands of said defendant, Marion Hopkins as Sheriff of Union County Ohio, due said defendant Allen Sharp from the order of distribution in the case of C. Houston, et. al. vs. Allen Sharp, et. al. No. 4892 on the Records of this Court the sum of Forty nine dollars. It is therefore, considered, ordered and adjudged by the Court that said defendant, Marion Hopkins, as said Sheriff, pay to the Clerk of this Court the costs herein, taxed at $ and to said plaintiff the remainder of said sum; to wit: $ and by this decree said Sheriff is absolved from further accounting in said case of C. Houston, et. al. vs. Allen Sharp, et. al.

Attest. J. D. Burgner Clerk.

Pleas before his Honor, John K. Price, Judge of a Court of Common Pleas, within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February, in the year of our Lord Eighteen Hundred and Eighty Six.

Be it to Love, to wit: On the 1st day of February 1886 a petition was filed with the Clerk of said Court which reads as follows, to-wit:

Petition 5024.

Morris H. Hall
vs.
Amos R. Lee and
Amanda A. Lee, his wife

Court of Common Pleas,
Union County Ohio.
Petition.

First cause of action: Plaintiff says on or about the 12th day of January 1885 the defendant Amos R. Lee executed and delivered to R. E. Games his promissory note a copy of which is here to attached, marked "A", and thereby promised to pay to said R. E. Games or order the sum of $208.00 on or before the 1st day of January 1886 and 6% interest thereon from January 12th 1885; no part of which has been paid.

Second cause of action: The defendants Amos R. Lee and Amanda A. Lee, his wife, who released her dower thereon, on or about the 13th day of January 1885 to secure the payment of said note, executed and delivered to said R. E. Games their mortgage upon the following described premises, to-wit: situated in the village of Richwood, County of Union and State of Ohio and being Lots Nos. 654 and 655 in D. Beem's Addition to said village of Richwood. See Recorded Plat of said addition said mortgage was conditioned in substance that of said Amos R. Lee should pay or cause to be paid to the said R. E. Games or assigns said promissory note, according to the tenor thereof; then said mortgage to be void, otherwise to be and remain in full force and virtue in law forever. On the 22d day of January 1885 at 10 o'clock A.M. said mortgage was filed with the Recorder of Union County, Ohio, and was

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recorded on the 23d day of January 1885 in Book No. 22 page 59 of Mortgage Records of said County. The said R. E. Games for a valuable consideration transferred and assigned all his right and interest in said note and mortgage to the plaintiff herein, who is now the legal owner and holder thereof. There is due plaintiff from said Amos R. Lee, on said note the sum of $208.00 with 6 per cent interest thereon from January 12th 1885. Wherefore plaintiff prays judgment against said Amos R. Lee for said sum of $208.00 and 6 percent interest thereon from January 12th 1885; that said mortgage may be foreclosed and premises be ordered to be sold and the proceeds applied to the payment of said judgment and for all proper relief.

S. S. Gardiner for Plaintiff

State of Ohio, Union County, ss. } M. H. Hill being duly sworn says the facts and allegations in the foregoing petition are true as he verily believes.

Morris H. Hill.

Sworn to and subscribed before me this 28th day of January 1886.

D. J. Rucker,
Notary Public

"A" "$208.00 January 12th 1885."

"On or before January 1st 1886, I promise to pay to the order of R. E. Games Two Hundred and Eight Dollars, with six percent interest from date, value received."

"Amos R. Lee."

Endorsed by R. E. Games.

Praecipe. To the Clerk:

Issue summons for defendants to the Sheriff of Licking County, returnable according to law. Amt. claimed $208.00 & 6% int. from Jan. 12, 1885. & foreclosure of mortgage.

On the 1st day of February 1886 a summons was issued by the Clerk of said Court, which reads as follows, to-wit:

Summons The State of Ohio, Union County ss. } Summons.

To the Sheriff of the County of Licking Greeting: We command you to notify Amos R. Lee and Amanda A. Lee that they have been sued by Morris H. Hill in the Court of Common Pleas of Union County and that unless they answer by the 6th day of March A. D. 1886 the petition of said plaintiff Morris H. Hill 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 6th day of February A. D. 1886.

Witness my hand and the seal of said Court, this 1st day of February A. D. 1886.

Seal

J. C. Burgner, Clerk.

In action for foreclosure of mortgage. Amt. claimed $208.00 at 6% from January 12th 1885.

Return. The State of Ohio, } Sheriff's Return.
Licking County, ss. } Received this Writ February 2d A.D. 1886 at 8 o'clock A.M. and pursuant to its command on the 5th day of February A.D. 1886, I served the same by leaving a true copy thereof with all the endorsements thereon at the usual place of residence of the within named Amos R. Lee, and also on the same day I served this Writ by delivering a true copy thereof with all the endorsements thereon to the within named Amanda A. Lee, personally. Sheriff's fees, $1.15

Given under my hand this 5th day of February A.D. 1886
Geo. W. Hall, Sheriff of Licking County, Ohio.
By A.J. Reilly, Deputy.

On the 10th day of March, 1886 the following entry was made on the Journal by the Clerk of said Court, to-wit:

Morris W. Hill
vs. Entry.
Amos R. Lee et al. Now came the plaintiff by his attorney 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 in the sum of $221.87 with 6% int. thereon from the first day of this term. It is therefore considered by the Court that the said Plaintiff recover of the said defendant Amos R. Lee the said sum of $221.87 and 6 per cent int. thereon from the first day of this term and costs taxed at $ The Court further find that to secure the prompt payment of said promissory note the defendant Amos R. Lee and Amanda A. Lee his wife, executed and delivered to R.E. Games their mortgage deed in the petition described and on the premises therein described and that said mortgage was duly recorded in Book No. 22 page 89 of the Records of Mortgages of Union County and is the first and best lien on the premises described in the petition and that the said Amanda A. Lee wife of Amos R. Lee released her right and expectancy of dower in said premises and that plaintiff is the legal owner and holder of said note and mortgage. The Court further find that the condition of defeasance in said mortgage has been broken and that plaintiff is thereby entitled to have defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the said defendants shall within 5 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 plaintiff the sum of $221.87 with interest at 6 per cent from the first day of this term according to the terms of said mortgage deed the defendants equity of redemption is 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.

Petition 4586

Praecipe

Summons

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 22d day of February, in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 20th day of Aug. 1884 the following petition was filed with the Clerk of said Court, to-wit:

Petition 4586

Olive B. Mahaffey vs. Curtis Mahaffey } To the Court of Common Pleas Union County, Ohio.

Your petitioner, Olive B. Mahaffey, represents that she has been a resident of the State of Ohio, for the year last past and has a bona fide residence in Union County. On or about the 26th day of September 1882 in this County, she was married to Curtis Mahaffey, whom she prays may be made a party defendant to this petition. One child has been born of said marriage, Elmer Mahaffey, born in December 1882. Said defendant has been guilty of gross neglect of duty toward your petitioner in failing to provide for her or their child a home or any of the necessaries of life. Your petitioner believes that said defendant has, either in possession or expectancy a considerable amount of property, but she is unable to state either the kind or amount thereof. Wherefore plaintiff prays that he may be divorced from said defendant, that she may be decreed to have reasonable alimony, the custody of said child, and such other relief as is proper.

A. H. Beighler, Atty for Plaintiff

Praecipe

On the 20th day of August 1884 the following Praecipe was filed with the Clerk of said Court, to-wit:

Olive B. Mahaffey, Plff. } Court of Common Pleas. Union County, Ohio.

vs. Marysville August, 20th 1884.

Curtis Mahaffey Defs.

To the Clerk of said Court:

Issue summons and copy of petition in the above case, returnable according to law.

A. H. Beighler, Atty for Plaintiff.

Summons

On the 20th day of Aug. 1884 the following summons in divorce was issued by the Clerk of said Court, to-wit:

The State of Ohio, } Summons in Divorce.

Union County, ss. } To the Sheriff of Union County:

You are commanded to notify Curtis Mafaffey

that Olive B. Mahaffey has filed in the office of the Clerk of the Court of Common Pleas of Union County, and the State of Ohio, a petition, a true copy of which is hereby delivered to you to be served on him) charging him with gross neglect of duty, and asking that she be divorced from him and that she may have the 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 1st day of September A.D. 1884. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 20th day of Aug. A. D. 1884.

Seal

J. L. Bunger, Clerk.
By W. M. Winget, Deputy Clerk.

Summons in action for divorce and custody of child and reasonable alimony.

Return

Sheriff's Return.

Received one o'clock P. M. on the 20th day of August A.D. 1884 and on the 28th day of August A.D. 1884 I served the same by delivering with a copy of the petition with a true copy thereof of this writ with endorsements thereon to the within named Curtis Mahaffey.
Sheriffs fees: service 30¢, copy 20¢, mileage 160¢; total $2.10

John Habensack, Sheriff.

On the 22d day of February A.D. 1886 the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry
7586

Olive B. Mahaffey
vs.
Curtis Mahaffey.

Entry.

Leave granted plaintiff to file amended petition instanter. Petition filed

Amended Petition

Amended Petition

To the Court of Common Pleas, Union Co., O.:

Your petitioner Olive B. Mahaffey represents that she has been a resident of the State of Ohio for the year last past and has a bona fide residence in Union County. On or about the 26th day of September 1882, in Union County she was married to Curtis Mahaffey, whom she prays may be made a party defendant to this petition. One child has been born of said marriage, Elmer Mahaffey. Said defendant has been guilty of gross neglect of duty toward your petitioner in having abandoned and wholly neglected to provide for her or their child, and having been willfully absent from her for more than three years last past. Your petitioner believes that said defendant has, either in possession or expectancy, a considerable amount of property. Your petitioner therefore prays that she may be divorced from said defendant; may be restored to her maiden name of Olive B. Donley; that she may be decreed to have reasonable alimony; and the custody, care and control of said child; and such other relief as is proper.

A. H. Beightler, Attorney for Plaintiff.

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On the 9th day of March A.D. 1886. the following entry was made on the Journal by the Clerk of said Court, to-wit:

Clive B. Mahaffey
vs.
Curtis Mahaffey } Union Common Pleas.

Decree.

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence in 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 that time a bona 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 wilful absence from said plaintiff, for more than three years last past and that by reason thereof she 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 Clive B. Mahaffey and Curtis Mahaffey, 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 and control of the said child, Elmer Mahaffey be confided to said plaintiff exclusively, but said defendant shall be permitted to visit said child at reasonable times. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of four hundred dollars, for which amount judgment is awarded.

Attest: J. D. Bruguiere Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 15th day of January A.D. 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition 5013

S. S. Drake, plaintiff
Against
William Russell and
Louisa M. Russell, Defts. } Court of Common Pleas.
Union County, Ohio.

Petition.

The plaintiff says that on the 21st day of April A.D. 1884 the defendant William Russell made and delivered to plaintiff his two promissory notes of that

date and thereby promised to pay to plaintiff or order the sum of One Hundred and fifty Dollars in nine Months thereafter with 6% interest and the sum of One Hundred Dollars in eighteen months thereafter with 6% interest (Copies of said notes with all credits thereon are hereto attached marked exhibit "A" & "B").
2d That on said 21st day of April A.D. 1884, the defendants William Russell and Louisa M. Russell, his wife, to secure the payment of said promissory notes made and delivered to plaintiff their mortgage deed of that date and thereby conveyed to the plaintiff his heirs or assigns the following premises situate in the County of Union and State of Ohio and in the village of Broadway, to-wit: Being all of Lot number six (No 6) and Lot number nine (No. 9) in said village of Broadway (for a more definite description reference is hereby made to the recorded plat of said village). The condition contained in said deed was in substance that if said William Russell should pay or cause to be paid said promissory notes together with the interest thereon, according to the terms thereof then these presence should be void; otherwise to be and remain in full force and virtue in law forever. 3d On the 24th day of December A.D. 1884 at 2 o'clock P.M. said mortgage was filed with the Recorder of Union County Ohio, for record and was recorded by him on the 30th day of December A.D. 1884 in Vol. 21 page 124 of Records of Mortgages for said County. 4th The said debt has become absolute. There is now due from the defendant William Russell to plaintiff on said indebtedness the sum of Two Hundred and nineteen 88/100 Dollars, with interest @ 6% on One Hundred Dollars from April 21st 1884 and interest @ 6% on One Hundred & nineteen & 88/100 Dollars from April 21st 1885. 5th The plaintiff therefore asks judgment against said defendant William Russell for said sum of Two Hundred & nineteen 88/100 Dollars with 6% interest on One Hundred Dollars from April 21, 1884 and 6% interest on One Hundred & nineteen & 88/100 Dollars from April 21st 1885 and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A.T. Carpenter,
Atty for Plaintiff.

The State of Ohio, }
Union County, ss. } S.S. Drake, the above named plaintiff being sworn says that the facts stated and allegations in the foregoing petition are true as he verily believes.

S.S. Drake.

Sworn to by S.S. Drake before me and signed by him in my presence the 13th day of January A.D. 1886.

O.B. Martin,
Justice of the Peace.

Praecipe To the Clerk:

Issue summons to the Sheriff of Columbia Co., Wisconsin for defendants, returnable according to law. Indorse Amt. claimed $219.88/100 with 6% int. on $100 from April 21, 1884 & 6% int. on $119.88/100 from April 21, 1885 & foreclosure of mortgage.

A.T. Carpenter.

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"Nine mo
"S.S. Drake
"six per ce
" No 1
"Due Jan.
Credits:

"B" "$100.00
"Eighteen
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Copy of Notes.

"A" "$150.00 Broadway April 21, 1884. "
"Nine months after date I promise to pay to the order of "
"S.S. Drake or bearer One Hundred and Fifty Dollars at "
"six per cent per annum, value received."
"No 1 "Wm Russell"
"Due Jan. 21, 1885"
Credits: "April 21, 1885 Recd on this note interest to the date"
" " " Recd on the principal Thirty & 12 Dollars"

"B" "$100.00 Broadway, O. April 21, 1884. "
"Eighteen months after date I promise to pay to the "
"order of S.S Drake or bearer One Hundred Dollars at "
"six per cent, value received."
"No. 2 "Wm Russell."
"Due Oct. 21, 1886."

On the 15th day of January A.D. 1886, the following summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio, Union County, ss. Summons.
To the Sheriff of the County of Columbia Wisconsin. Greeting: You command you to notify William Russell and Louisa M. Russell that they have been sued by S.S. Drake in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of February A.D. 1886 the petition of said plaintiff S.S. Drake 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 25th day of January, A.D. 1886. Witness my hand and the seal of said Court, this 15th day of January, A.D. 1886.
J.L. Burgner, Clerk.

Seal

In action for foreclosure of mortgage, amount claimed $219.88 with 6% int. on $100. to thereof from April 21, 1884 and on $119.88 thereof at 6% from April 21st 1885.

Return The State of Wisconsin, Columbia County, ss. Sheriff's Return.
Received this Writ Jan. 16th 1886, at 8 o'clock P.M. and pursuant to its command, on the 18th day of January A.D. 1886, I served the same by delivering to and leaving with each of the within named defendants to wit: William Russell and Louisa M. Russell, personally, true copies thereof in the County of Columbia and State of Wisconsin. This service $1.50, mileage $4.00, copy 50¢ return 25¢ total $6.25
Dated Sheriff's Office Portage Wis., June 19, 1886.
D.L. Williams,
Sheriff of Columbia County, Wis.

On the 22d day of February A.D. 1886 the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry 5013.

S.S. Drake
vs.
William Russell et.al.

Entry

And now comes the said S.S. Drake by A.T. 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 on 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 Two Hundred & Thirty Seven Dollars ($237.00) including interest compiled thereon up to the 22d day of February 1886. It is therefore considered by the said Court here that the said plaintiff recover of the said defendant, William Russell the said sum of Two Hundred & thirty Seven Dollars (with interest thereon @ 6% from February 22, 1886) the sum so found due as aforesaid and also his costs, taxed to $ And it is further ordered and adjudged that in case the said defendants fail for three days from this 22d day of February 1886 to pay to the said plaintiff the said sum of Two Hundred and thirty seven Dollars with 6% interest from the 22d day of February 1886, as aforesaid found due with costs of suit an order issue to the Sheriff of Union County Ohio, 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.

On the 26th day of February A.D. 1886, 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:

Order of Sale.

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 February A.D. 1886, in the cause of S.S. Drake, plaintiff and William Russell et.al., Defendants, said S.S. Drake obtained a judgment or decree against the said William Russell for the sum of two hundred and thirty seven Dollars: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said William Russell shall within three days from the 22d day of February A.D. 1886 pay unto the said S.S. Drake the said sum of two hundred and thirty seven dollars with interest from the 22d day of Feb. A.D. 1886, at the rate of 6 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in plaintiff's petition, &c.: And whereas, the three days aforesaid have fully expired and the said sum of $237.00 with interest and costs have not been paid as aforesaid

as appears proceed, a following Township bounded a six (No. 6) Broadway is hereby o Be therefo said pred to the ter above des sales pre such sale with costs you make of Comm of, and fr as Clerk of said Court

Seal

Return

The State o Union Coun of sale he summon disinteres sons by on and tene the 26th to one, s actual v real sal A certifi office of t Sheriff's fees conveying 30¢, notice $8.25 print

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as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Taylor, Village of Broadway County of Union and State of Ohio, bounded and described as follows: Being all of lot number six (No.6) and lot number nine (No.9) in said Village of Broadway - for a more definite description reference is hereby made to the recorded plat of said Village - 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 26th day of Feb. A.D. 1886.

[Seal]

J. D. Burgner, Clerk.

Return

The State of Ohio, Union County, ss. } Sheriff's Return.

In obedience to the command of the order of sale hereto annexed I did on the 26th day of Feb., 1886, summon I. J. Sanaft, A. B. Welch and J. W. Smith, three disinterested free holders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 26th day of Feb. A.D. 1886, 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 deposited in the office of the Clerk of the Court of Common Pleas of said County. Sheriff's fees - service 30¢ summoning & swearing appraisers $1.20 conveying appraisers $1.00, writing appraisal 30¢ copy of appraisal 30¢, notice to printer 30¢ mileage $1.78, total $4.88 Appraisers' fees - $8.25 printers' fees $3.00.

This writ returned March 22d 1886 by order of plaintiff

Wm. Hopkins, Sheriff.

Attest: J. D. Burgner Clerk.

Pleas before his Honor, Jabon A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Division of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore to-wit: On the 12th day of January, 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition 5106.

Rodentha M. Mc. Kibben, Plaintiff } Court Common Pleas
Hugh B. Mc. Kibben, Defendant } Union County, Ohio.

Plaintiff has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union. On or about the 8th day of October 1861 at Bucyrus, Ohio, the marriage rites between plaintiff and defendant were duly solemnized. The following child was born of such marriage: Ralph Grant Mc. Kibben. Born March 4th 1864. The defendant has on disregard of his marital duties for more than three years last past been willfully absent from plaintiff. Defendant for more than three years last past has failed and willfully neglected to provide plaintiff with the common necessaries of life so that plaintiff has been compelled to live upon her own exertions although he has been able to support her, being possessed of property of the value of $3000. Wherefore plaintiff prays that she may be divorced from the defendant and for such other relief as is proper.

Edward E. Cole, Atty for Pltff.

State of Ohio, } ss
Union County } The said plaintiff, Rodentha M. Mc. Kibben, being first duly sworn says the facts stated and allegations contained in the foregoing petition are true.

Rodentha M. Mc. Kibben.

Sworn to and subscribed in my presence by Rodentha M. Mc. Kibben this 12th day of January 1886.

J. D. Burgner, Clerk.

On the 12th day of January, A.D. 1886 the following Affidavit was filed with the Clerk of said Court

Rodentha M. Mc. Kibben, Plaintiff } Court Common Pleas
against } Union County Ohio.
Hugh B. Mc. Kibben, Defendant } State of Ohio Union County, ss.

Rodentha M. Mc. Kibben, plaintiff, being first duly sworn says that service of summons cannot be made in this State on the defendant Hugh B. Mc. Kibben and that the action is one for divorce of plaintiff from defendant and that said defendant does not reside in the State of Ohio and that his address is Fremont Nebraska.

Rodentha M. Mc. Kibben.

Sworn to and subscribed before me by Rodentha M. Mc. Kibben plaintiff, this 12th day of January 1886.

J. D. Burgner, Clerk.

On the 13th day of March A.D. 1886 the following Proof of Publication was filed with the Clerk of said Court, to-wit:-

Notice

Hugh B... ka, will... Rodentha... Common... praying... the gen... last pas... cause... Court. D...

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Entry 5106

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Notice

Hugh B. Mc. Kibben, residing at Fremont, in the State of Nebraska, will take notice that on the 12th day of January, A.D. 1886 Rodentha M. Mc. Kibben filed her petition in the Court of Common Pleas, Union County, Ohio, being cause number 5056 praying for a divorce from said Hugh B. Mc. Kibben on the ground of willful absence for more than three years, last past, and gross neglect of duty and that said cause will be for hearing at the next term of said Court. Dated this 12th day of January, 1886.

Rodentha M. Mc. Kibben.
By Edward E. Cole, her Atty.

State of Ohio, } Proof of Publication.
County of Union, ss. } I, Robert Smith, do make oath that the advertisement of which the annexed is a copy, was published for six weeks, to-wit: Jan. 21st & 28th Feb. 4th, 11th, 18th and 25th, A.D. 1886, in the Richwood Gazette, a weekly Newspaper, printed in, and being of general circulation within said County, and of which I am editor.

Robt. Smith.

Sworn to and subscribed before me, this 13th day of March, A.D. 1886. W. J. Rucker,
Printer's fee - $5.60, Notary fee 25¢. Notary Public.

On the 12th day of March, A.D. 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Rodentha M. Mc. Kibben
vs.
Hugh B. Mc. Kibben

Entry

Entry 5056

Now came the plaintiff and the defendant, having been legally summoned by publication and having failed to appear the Court find the defendant, Hugh B. Mc. Kibben, in default for answer and demurrer to said petition and find the allegations thereof are confessed by him 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 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 gross neglect of duty in failing to support and provide the plaintiff with the necessaries of life and of willful absence for three years last past 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 Rodentha M. Mc. Kibben and Hugh B. Mc. Kibben 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 plaintiff pay the costs of this

preceding; and execution is awarded.

Attest: J. L. Burgner Clerk.

Cleas before Hon. John A. Price, Judge of a Court of Common Cleas within and for the County of Union, the Third sub-division of the Tenth Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

On the 15th day of March A.D. 1886, the following petition and answer were filed with the Clerk of said Court, to-wit:

5060 Action. Answer

Bank of Richwood, Plaintiff
Against
R. R. Randall, Defendant

Petition and Answer in Cognovit.
The State of Ohio, Union County, ss.
In the Court of Common Pleas.

Plaintiffs are a company of persons formed for the purpose of and are carrying on the business of private banking at Richwood Union County, Ohio under the name and style of Bank of Richwood and are unincorporated. R. R. Randall on or about the 8th day of August, A.D. 1885 executed and delivered to the said plaintiffs his promissory note, of that date, together with a warrant of attorney which promissory note and warrant of attorney are hereto attached, marked "Exhibit A" and made a part of this petition. Said plaintiffs further say that said promissory note is due and unpaid; that they are the legal owners and holders thereof, and that there is still due them thereon from said defendant, the sum of three hundred & twenty two Dollars, with interest at the rate of 8 per centum per annum, from the first day of December A.D. 1885.

Wherefore the said plaintiffs ask judgment against the said defendant for the sum of three hundred and twenty two Dollars with interest thereon at the rate of 8 per centum per annum, from the 1st day of December A.D. 1885, and for costs of suit.

S. S. Gardiner, Plaintiffs Atty.

The State of Ohio, Union County, ss.

Affidavit.

S. S. Gardiner, 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 are true, in substance and in fact.

S. S. Gardiner

Sworn to by said S. S. Gardiner, before me, and by him subscribed in my presence, this 15th day of March A.D. 1886.

J. L. Burgner, Clerk.

"Exhibit A" $322.00

On December 1st 1885 after date, for value received, "we jointly and severally promise to pay the Bank of Richwood"

"at their office, Three Hundred and Twenty Two 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, with 5 per cent attor- "
"ney 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 issu- "
"ing 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 interests "
"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 on "
"said judgment. "
"Witness our hands and seals this 8th day of August 1885. "

"R. R. Randall. [seal]"

The State of Ohio, } In the Court of Common Pleas.
Union County, ss. }
Bank of Richwood, Plaintiffs } Answer.
Against
R. R Randall, Defendant } By virtue of the warrant of attorney attached to the foregoing petition, I, P. R. Kess an attorney at law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said defendant at the suit of Bank of Richwood, plaintiffs, against said R. R Randall, defendant, and waive the issuing and service of process therein, and confess a judgment in favor of the said Bank of Richwood against said R. R Randall for the sum of three hundred and twenty nine Dollars and thirty 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.

P. R. Kess, Defendants Atty.

Bank of Richwood
vs.
R. R Randall } Entry

This day came the plaintiffs, by S. S. Gardner, Attorney, and thereupon came P. R. Kess, 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 plaintiffs petition, the sum of $329.30. It is therefore considered that said plaintiff do recover of said defendant the said sum of $329.30 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: J. D. Burgner Clerk.

Be it remembered that on this 13th day of August A.D. 1885 the following petition was filed with the Clerk of said Court, to-wit:

Charles W. Sparks, Plaintiff
vs.
Mary J. Sparks, Defendant.

To the Court of Common Pleas of Union County, Ohio.

Petition.

The said plaintiff says: That he has been a resident of the State of Ohio for more than the three years last past and that he is now a bona fide resident of said County of Union; that during the month of November A.D. 1882 he was married to the defendant; that he has always conducted himself as a faithful and provident husband. The defendant, regardless of her duties as a wife, did during the months of June and July 1883 at the residence of the plaintiff in said County commit adultery with Prestley Bury and Curtis Mahaffey and also at divers times since said marriage has committed adultery with other persons to the plaintiff unknown. The defendant has also been guilty of gross neglect of duty for more than two years. The plaintiff on hearing of said adultery separated from the defendant and she is now living in Logan County, Ohio. Wherefore the plaintiff prays that he may be divorced from said defendant, and for all proper relief.

Cameron and Stoddurn,
Attorneys for Plaintiff.

The State of Ohio
Union County, ss. } Charles W. Sparks, being first duly sworn, says the facts stated and allegations made in his foregoing petition are true as he believes.

Charles W. Sparks.

Sworn to before me and signed in my presence, this 13th day of August 1885.

J. D. Burgner, Clerk.

Petition 4865.

Praecipe

Clerk.

Issue Sheriff of

Summons.

The State of Ohio, Union County, ss. You are hereby summoned to appear at the next regular term of the Court of Common Pleas within and for the County of Union, to be holden at the Court House in Marysville, within and for said County, on the first Monday of October next, A.D. 1885, then and there to answer the petition of Charles W. Sparks, plaintiff, a copy of which petition is hereto attached and made a part hereof. And you are hereby notified that unless you appear and answer or demur to said petition within four weeks from the day of the commencement of the term of said Court, to-wit, on the first day thereof, which will be on the 5th day of October next, A.D. 1885, judgment by default will be rendered against you as prayed in said petition. And you are hereby notified that on the 13th day of August A.D. 1885 the plaintiff filed his petition in the office of the Clerk of said Court, praying for a divorce from you on the grounds of gross neglect of duty and adultery, as more fully appears in said petition, and that you are required to answer said petition on or before the first day of the next regular term of said Court, to-wit, on the first Monday of October next, A.D. 1885, or the same will be taken as true and judgment rendered accordingly.

Given under my hand and seal of said Court, this 13th day of August A.D. 1885.

J. D. Burgner, Clerk.

Return.

The State of Ohio, Logan County, ss. I received this August 14th A.D. 1885 and made service by delivering a copy thereof certified to me by Clerk, to Mary J. Sparks, defendant herein, a copy this 16th

On the 17th day of August A.D. 1885 was made service of the within summons by delivering to Charles W. Sparks, plaintiff herein, a copy thereof certified to me by Clerk.

Entry. 4865

Mary J. Sparks defendant herein having been duly served with summons in the above entitled cause and the plaintiff Charles W. Sparks having filed his petition herein, and the defendant having failed to appear, answer or demur to said petition within the time required by law, and the plaintiff having filed proof of service of summons herein, and that the defendant is not in the military service of the United States, and that she has been duly notified of the pendency of this action by publication, as required by law, and the defendant having failed to appear, answer or demur to said petition, and the plaintiff having filed his motion for judgment herein, and the Court having heard the evidence in support of said petition, finds that the plaintiff is entitled to a decree of divorce from the defendant as prayed for in his petition, and that the defendant is not entitled to alimony herein. It is therefore ordered, adjudged and decreed that the plaintiff be and he is hereby divorced from the defendant, and that the defendant pay the costs of this action, taxed at $

Praecipe. Clerk.

Issue a copy of petition and summons direct to the Sheriff of Logan County, Ohio, returnable according to law.

Cameron and Woodburn.

Summons. The State of Ohio, } Summons in Divorce.
Union County, ss. } To the Sheriff of Logan County:

You are commanded to notify Mary J. Sparks that Charles W. Sparks has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her), charging her with adultery &c. 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 24th day of August A.D. 1885. Witness my signature, as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, O., this 13th day of August, A.D. 1885.

Seal

J. C. Brugner, Clerk.

On the 13th day of August 1885 the preceding summons was issued by the Clerk of said Court.

Summons in action divorce.

Return. The State of Ohio, }
Logan County, ss. } Received this writ on the 15th day of August A.D. 1885; and on the 15th day of August A.D. 1885, I served the same by delivering a true copy thereof with the endorsements thereon, together with a certified copy of the petition to the within named Mary J. Sparks, personally. My fees paid by plaintiff. service 60¢ copy 16¢ mileage 16¢ return 25¢. Total $1.17

H. H. Lloyd, Sheriff.

On the 7th day of April A.D. 1886 the following entry was made on the Journal by the Clerk of said Court, to-wit:

Charles W. Sparks
vs.
Mary J. Sparks

Entry

Entry 4865

Now comes the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find Mary J. Sparks in default for answer and demurrer to said petition and find that the allegations thereof are confessed by her to be true. The Court also find that the plaintiff at the time of filing his 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 evidence adduced that the defendant

has been guilty of adultery as set forth in said 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 Charles W. Sparks and Mary J. Sparks be and the same hereby is dissolved and both parties are released from the allegations of the same. It is further considered by the Court that the plaintiff pay the costs of this proceeding and execution is awarded.

Attest: J. D. Burgner Clerk.

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Clerk

Petition
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Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Sub-Division of the Tenth Judicial District was begun and held at the Court House in the town of Marysville, on the 22d. day of February in the year of our Lord Eighteen Hundred and Eighty Six

Heretofore to-wit: On the 19th. day of January 1884 the following petition was filed with the Clerk of said Court, to-wit:

Thomas E. Powell and Thomas B. Fulton, Partners under the firm name of Powell and Fulton, Plaintiff

Against

Dennis C. Parsons, Defendant.

Court of Common Pleas,
Union County, Ohio.
Petition.

The said plaintiffs complain of the said defendant and say the defendant is indebted to plaintiffs in the sum of One Hundred and Seventy Five Dollars with interest from the 26th day of August A.D. 1882 on an account stated between said parties on said date for professional service before that time rendered by plaintiffs to said defendant upon which statement a balance of One Hundred and Seventy Five Dollars was found due plaintiffs from defendant and which defendant promised to pay at that time but the same has not been paid or any part thereof. Wherefore plaintiffs pray judgment against said defendant for the said sum of One Hundred and Seventy Five Dollars.

By Powell Fulton, Plaintiffs

The State of Ohio,
Franklin County, ss: Thomas E. Powell being first duly sworn upon his oath says that he is one of the plaintiffs in the above action and that the facts stated and allegations in the foregoing petition are true as he believes.

Thomas E. Powell.

Sworn to before me and subscribed in my presence by said Thomas E. Powell, this 2d. day of January A.D. 1884.

Thos. H. Ricketts,
Notary Public,
Franklin County, Ohio.

Praecipe

To the Clerk:

Issue summons upon the above petition directed to the Sheriff of Union County Ohio. Endorsed action for money only. Amount claimed $175.00 with interest from August 26th 1882.

Powell Fulton, Plaintiff.

On the 19th day of January, A.D. 1884 the following summons was issued by the Clerk of said Court, to-wit:

The State of Ohio, Union County, ss. } Summons in action for money only. To the Sheriff of the County of Union. Greeting:

We command you to notify Dennis C. Parsons that he has been sued by Powell and Thomas B. Fulton Partners doing business as Powell and Fulton in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of February A.D. 1884 the petition of said Powell and Fulton 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 28th day of January A.D. 1884. Witness my hand and the seal of said Court, this 19th day of January A.D. 1884.

Seal

J. L. Burgner, Clerk.
By H. Wm. Wagner.

Money only. Amt claimed $175.00 with int. from Aug. 26, 1882.

The State of Ohio, Union County, ss. } Sheriff's Return. Received this writ 19th day of January A.D. 1884 at one o'clock P.M. And pursuant to its command and on the 22d day of January 1884, I served the same by delivering to the within named defendant, a true copy of this writ with indorsements thereon.

Sheriffs fees, $3.06

J. Hobensack, Sheriff.

On the 31st day of October, A.D. 1885 the following entry was made on the Journal by the Clerk of said Court, to-wit:

Powell & Fulton
vs.
Dennis Parsons } And now comes the said Powell and Fulton and the said Dennis Parsons having failed to demurrer or answer to the petition of said Powell & Fulton the same is therefore taken to be true; and it is considered that the said Powell and Fulton, plaintiffs, ought to recover the said sum of $175.00 so demanded in their petition, together with the sum of $33.03, which the Court find due as the interest thereon, to the first day of this term of this Court as prayed for in said petition; it is therefore considered that the said plaintiffs recover against the said defendants the said sum of $208.03 together with their costs in and about this suit expended, taxed at $

Attest. J. L. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the Third Subdivision of the Tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore to-wit: On the 1st day of February A.D. 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition 5023.

Morris M. Hill
vs.
John Green
J. H. Green &
David Green

Court of Common Pleas, Union County, Ohio.

Petition

Plaintiff says the defendants, John Green, J. H. Green as makers and David Green as guarantor are indebted to him upon a promissory note a copy of which is hereto attached, marked "exhibit A" with endorsements thereon in the sum of $400.00 with 8 per cent interest thereon from January 1st 1885. Said David Green for a valuable consideration guaranteed the payment of said note before it was accepted by plaintiff for the purpose of giving it credit, which guarantee is endorsed on the back of said note and signed by said David Green. Plaintiff is legal owner and holder of said note. Wherefore Plaintiff prays judgment on said note against said Defendants for the sum of $400.00 and 8 per cent interest thereon from January 1st 1885.

S. S. Gardiner, Atty for Plaintiff.

State of Ohio, Union County, ss.

M. M. Hill being duly sworn says the facts and allegations in the foregoing petition contained are true as he verily believes.

Morris M. Hill.

Sworn to and subscribed before me, this 28th day of January, 1886.

W. J. Rucker,
Notary Public.

"Exhibit A"

"$400.00 January 1st 1885."

"Ten months after date, we promise to pay to David Green or" "bearer Four Hundred Dollars, at 8 per cent from date, value received."

"John Green."
"J. H. Green."

Endorsed. "Int. paid to Nov. 1st 1885. Payment guaranteed."

"David Green."

Praecipe. To Clerk:

Issue Summons for defendants, John Green & David Green to Sheriff of Union County and for J. H. Green to Sheriff of Knox County, returnable according to law. Amt. claimed $400.00 and 8 per cent int. from January 1st 1885.

Gardiner.

On the 1st day of February, A.D. 1886, the following summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio, Union County, ss.

Summons.

To the Sheriff of the County of Union, Greeting:

We command you to notify John Green and David Green that

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to-wit:

they and others have been sued by Morris W. Hill in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of March A.D. 1886, the petition of said plaintiff Morris W. Hill 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 February A.D. 1886. Witness my hand and the seal of said Court, this 1st day of February A.D. 1886.

Seal

J. D. Burgner, Clerk.

In action for money only Amt. claimed $40 cts & 8% int from Jan. 1st 1885.

Return — The State of Ohio, Union County, ss. Sheriff's Return. Received this writ Feb. 1st A.D. 1886, at 9 o'clock A.M. and pursuant with its command, on the 2d day of February A.D. 1886, I served the same by leaving a true copy of this summons with the endorsements thereon, at the usual place of residence of the within named defendants, John Green and David Green. Fees - service 45¢, mileage $2.56, copy 40¢, total $3.41

M. Hopkins, Sheriff

By A. H. Goodwin, Deputy.

Afterward on the 1st day of February A.D. 1886 the following summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio, Union County, ss. Summons in action for money only. To the Sheriff of the County of Knox Greeting: We command you to notify J. H. Green that he &c. &c. have been sued by Morris W. Hill in the Court of Common Pleas of Union County, and that unless he answer by the 6th day of March A.D. 1886 the petition of said Morris W. Hill 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 15th day of February A.D. 1886. Witness my hand and the seal of said Court, this 1st day of February A.D. 1886.

Seal

J. D. Burgner, Clerk.

Amt. claimed $40.00 with int. at 8% from January 1st 1885.

Return — The State of Ohio, Knox County, ss. Sheriff's Return. Received this writ February 3d A.D. 1886 at 3 o'clock P.M. And pursuant to its command on the 10th day of February A.D. 1886, I served the same by delivering to the within named J. H. Green a true and certified copy thereof with the endorsement thereon.

Sheriff's fees, $3.59

Allen J. Beach,
Sheriff of Knox County.

On the 10th day of March A.D. 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry 5023

Wm. H. Hill
vs.
John Green et. al.

Entry

Now comes the plaintiff by his attorney 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 in the sum of $436.56 with 8 per cent int. thereon from the first day of this term. It is therefore considered by the Court that the plaintiff recover from the said defendants, John Green, J. H. Green and David Green the said sum of $436.56 and 8 per cent interest thereon from the first day of this term and his costs, taxed at $

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the 3d Sub Division of the 15th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February, in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 6th day of January A.D. 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition 1998

Joseph K. Myers, Plaintiff.
vs.
Sarah Myers, Defendant.

Union County, Court of Common Pleas.

Petition.

Plaintiff says that he has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union County, Ohio. Plaintiff further says that on the 5th day of January 1864 he was lawfully married to the defendant, Sarah Myers at Marysville Ohio. Plaintiff further says that he has always been a good and provident husband to the defendant, providing her with all the necessaries of life; yet the defendant has been guilty of gross neglect of duty toward the plaintiff in this, to-wit: The defendant has always been cross, peevish and fretful; has left the plaintiff six different times during their married life, and neglecting her duties as a house-wife; that since last May she, the defendant has gone away from the Plaintiff wholly and entirely neglecting her duties as a wife. Plaintiff further says that during their marriage they have had born to them the following children, to-wit: James B. McClellon, about 21 years, Emma Rette Myers about 19 years old, Charles Adam Myers about 17 years old, Sarah M. Myers about 15 years old, Plaintiff further says that he has a little grand-son named Roy Myers, a son of daughter of plaintiff, adopted by him and in his care and charge. Plaintiff therefore prays that upon the final hearing of this petition, he be divorced from the defendant and that he have the custody, care, control & education of all his minor children, above named, including his

Praecipe

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adopted son Ray Myers; and for all proper relief.

Joseph K. Myers,
By J. M. Kennedy, his Attorney.

Praecipe Clerk:

Issue summons and copy of petition. Endorsed Divorce & custody of children prayed for. Ground of divorce gross neglect of duty. Directed to the Sheriff of Hardin County, Ohio. J. M. Kennedy, Atty for Pltff.

On the 6th day of January 1886, the following Summons was issued by the Clerk of said Court, to-wit:

Summons The State of Ohio, Union County, ss. } Summons in Divorce.

To the Sheriff of Hardin County;

You are commanded to notify Sarah Myers that Joseph K. Myers 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 custody of children 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 18th day of Jan., A. D. 1886.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville, this 6th day of January, A. D. 1886.

Seal

J. L. Bunger, Clerk.
By W. M. Winget, Deputy.

Summons in action for divorce and custody of children.

Return Sheriff's Return.

Received at 3 o'clock P. M., on the 8th day of January A. D. 1886, and on the 14th day of January A. D. 1886, I served the same by leaving a true copy thereof (together with a copy of the petition) at the usual place of residence of the within named defendant.

Sheriff's fees, $3. ~~

John S. Scott, Sheriff.
Hardin County, Ohio.

On the 17th day of March 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Joseph K. Myers
vs.
Sarah Myers } Entry.

Entry. This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer or demurrer and the Court being fully advised in the premises does find for the plaintiff as follows, to-wit: 1st That the plaintiff was married, as alleged in the plaintiff's petition. 2d That due notice of the pendency of the

petition have been served on the defendant. 3d. That the defendant has been guilty of gross neglect of duty, as alleged in plaintiff's petition. It is, therefore, considered ordered and adjudged that the plaintiff be divorced from the defendant and that the marriage relation between the parties be wholly dissolved.

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the 3d. Sub-Division of the 10th. Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville, on the 22d. day of February, in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 30th. day of January 1886, the following petition was filed with the Clerk of said Court, to-wit:

Petition. 5022.

The Farmers Bank, Plaintiff
Against
David Crider, Adams Wolford, Wm. Wolford, and J. M. Sanders, Defendants.

In the Court of Common Pleas of Union County, Ohio.

Petition.

The plaintiff says that it is a partnership formed for the purpose of doing business in the State of Ohio, and is doing business in said State and unincorporated; that this, its action is founded upon a written instrument for the payment of money of which the following is a copy:

Note. "$173.00 Oct. 1st 1885. After date for value received, we "jointly and severally promise to pay J. M. Sanders or order "at Bank of Richwood One hundred and seventy five Dollars, "with interest at 6 per cent per annum, from date, payable "annually. And we 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 us, or any of us, 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 payee, legal holder, indorsee or assignee hereof, "and release all errors which may occur in the condition of "such judgment. And we also release the right of appeal, the stay "of execution, and the power and privilege to hold exempt from "execution, any personal or real property belonging to us, or either "of us, at and after the date of such judgment; and our said "attorney is hereby authorized to enter such release in said judgment." "Witness our hands and seals this 14th. day of July, 1885."

"Adams Wolford"
"Wm. Wolford"
"David Crider"

Indorsed: "Oct '85 Payment guaranteed, demand, notice and

Praecipe.

Summons.

Return

"protest waived. J. M. Sanders. Paid fifty five dollars Oct. 30, '85." There are no other or further indorsements on said note. The said plaintiff purchased said note before due for a full fair and valuable consideration and is now the legal owner and holder thereof. There is due from said defendants, David Crider Adams Wolford and Wm Wolford as principals and said defendant J. M. Sanders as guarantor to the said plaintiff on said note the sum of One hundred and twenty five and 85/100 Dollars with interest thereon from Oct. 30th 1885, for which sum and interest plaintiff asks judgment against said defendants as aforesaid.

Bodrick & McCampbell,
Attorneys for Plaintiff.

The State of Ohio, }
County of Union, ss: } Chas. W. Southard, the cashier of said Bank (plaintiff) and one of the partners, being sworn says that the facts stated in the foregoing petition are as affiant believes true. Chas. W. Southard, Cashier.

Sworn to by said Chas W. Southard before me and signed by him in my presence, this 30th day of January A. D. 1886. J. D. Burgner, Clerk.

Praecipe. Clerk:

Issue summons to Sheriff of Union County, Ohio, for said defendants, returnable according to law: Indorse "Money only. Amount claimed $125.85 @ 6 % int. from October 30th 1885." Bodrick & McCampbell,
Attorneys for Plaintiff.

On the 30th day of January A. D. 1886, the following summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio, } Summons.
Union County, ss } To the Sheriff of the County of Union, Greeting:
We command you to notify David Crider, Adams Wolford William Wolford and J. M. Sanders that they have been sued by the Farmers Bank of Marysville, Ohio, in the Court of Common Pleas of Union County, and that unless they answer by the 27th day of February A. D. 1886 the petition of said plaintiffs, The Farmers Bank of Marysville, Ohio, 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 Feb. A. D. 1886. Witness my hand and seal of said Court, this 30th day of January A. D. 1886.

J. D. Burgner, Clerk

(Seal)

In action for money only. Amount claimed $125.85 at 6 % int. from Oct. 30th 1885.

Sheriff's Return

Return The State of Ohio, }
Union County, ss. } Received this writ Feb. 1st A. D. 1886, at

9 o'clock A.M. and pursuant to its command, on the 2d day of February, A.D. 1886, I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendants, David Crider and J. M. Sanders and by handing a true copy of this summons with the endorsements thereon to the within named, defendant Adam Wolford. The within named William Wolford Not found. Sheriff's fees- service 60¢, mileage $3.04, copy 80¢, Total $4.44

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

On the 2d day of March, A.D. 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

The Farmers Bank &c., Plaintiff
vs.
David Crider, Adam Wolford, Wm Wolford and J. M. Sanders, Defendants

In Union County Common Pleas, Ohio
Case No. 5092.
Journal Entry.
Action on Promissory Note.

Now comes the plaintiff and the defendants, David Crider, Adam Wolford and J. M. Sanders being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $128.$\frac{62}{100}$, with interest thereon at the rate of six per cent from the 22d day of February 1886 and its costs herein expended, taxed at $

At the same time, the plaintiff having suggested to the Court the death of Wm Wolford, one of the parties defendant herein, and asked that the representatives of said Wm Wolford dec'd be made parties defendant herein. It is ordered by the Court that the representatives of said Wm Wolford, dec'd be made parties defendant to this action and as to them this cause is continued.

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville, on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 15th day of October, 1885, the following petition was filed with the Clerk of said Court, to-wit:

Petition 4940

A. S. Musgridge, Plaintiff.
vs.
Joshua J. Turner, Eliza Turner, Hylas Wood and Lewis Mills, Defendants.

Court of Common Pleas,
Union County, Ohio.
Petition.

The plaintiff says that on the 19th day of May A.D. 1883, the defendant Joshua Turner made and delivered to one, H. S. Wood his promissory note of that date and thereby promised to pay to said H. S. Wood or Order the sum of

Two Hundred & Fifty ($250) Dollars on or before the 19th day of May A.D. 1885, with interest thereon from date at 6% (a copy of said note is hereby attached marked Exhibit "A") 2d On said 19th day of May 1883 the defendants Joshua J. Turner and Eliza Turner, his wife, in order to secure the payment of said note made and delivered to said H. S. Wood their mortgage deed of that date and thereby conveyed to said H. S. Wood his heirs and assigns the following premises: Situate in the County of Union in the State of Ohio and in Paris Township and bounded and described as follows: Beginning in the Centre of the Marysville and Delaware Gravel Road and south west corner of D. Patch; thence with the centre of said Gravel Road S. 6½° W. 6 6/100 poles; thence N 22½° W. 20 9/100 poles to a stone, with brick under it in the line of said Patch: thence with Patches line N. 6¾° E. 6 46 poles to a stone with brick under it; thence with said Patch's line S. 22½° E. 20 73/100 poles to the beginning, containing 126/160 acres. The condition contained in said mortgage deed was in substance that if said Joshua J. Turner should pay said 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 19th day of May 1883 at 4½ o'clock P. M. said mortgage was filed with the Recorder of said County of Union for Record and was Recorded by him on the same day in Vol. 21 Page 293 of Records of Mortgages for Union County, Ohio. 3d Afterwards, for a full, fair and valuable consideration said H. S. Wood sold, assigned and transfered said note and mortgage to the plaintiff, who is now the legal owner and holder thereof. 4th The defendants, Hyplas Wood and Lewis Mills claim some interest in said premises by virtue of a second mortgage which they hold thereon, and plaintiff asks that they be required to answer and set forth whatever interest they have or claim therein. 5th There is now due from defendant, Joshua J. Turner on said indebtedness the sum of Two Hundred and Fifty Dollars with 6% interest from the 19th day of May 1883. 6th The plaintiff therefore asks judgment against said Joshua J. Turner for said sum Two Hundred and Fifty Dollars with 6% interest from the 19th day of May 1883 and that said mortgage may be foreclosed and said premises sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A. T. Carpenter, Attorney for Plaintiff.

The State of Ohio, Union County, ss. } A. T. Carpenter being sworn says he is the attorney for the above named plaintiff duly authorized herein

affiant further says said plaintiff is a non-resident of said County of Union and is now absent therefrom. Affiant further says that the facts stated and allegations contained in the plaintiffs foregoing petition are true as he verily believes.

A.T. Carpenter.

Sworn to by A.T. Carpenter before me and signed by him in my presence this 15th day of October A.D. 1885.

J.L. Burgner, Clerk.

Copy of Note.

Exhibit "A".

"On or before the 19th day of May A.D. 1885, I promise to" "pay to A.S. Ward or order the sum of two hundred and fifty" "Dollars ($250), value received, with interest from date at 6" "per cent. Date May 19, 1883."

"Joshua Turner."

Praecipe

To Clerk:

Issue Summons for defendants in above entitled case, returnable according to law. Indorse "Amt. claimed $250.00 with 6 per cent int. from May 19, 1883 and foreclosure of mortgage."

A.T. Carpenter, Atty for Plaintiff.

On the 15th day of October A.D. 1885, 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 the County of Union, Greeting:

We command you to notify Joshua J. Turner, Eliza Turner, Hylas Wood and Lewis Wells that they have been sued by A.S. Mongridge in the Court of Common Pleas, of Union County, and that unless they answer by the 17th day of November A.D. 1885 the petition of said A.S. Mongridge 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 26th day of October A.D. 1885.

J.L. Burgner, Clerk.

In action for foreclosure of mortgage. Amount claimed $250.00 with 6% int. from May 19, 1883."

Return

Sheriff's Return.

The State of Ohio, }
Union County, ss. } Received this writ October 16th A.D. 1885, at 8 o'clock A.M. and pursuant to its command, on the 20th day of October A.D. 1885, I served the same by leaving a true copy of this summons with endorsements thereon at the usual place of residence of the within named Joshua J. Turner, Eliza Turner, and Lewis Wells and by handing a true copy of this summons with endorsements thereon to the within named defendant Hylas Wood. Sheriff's fees, service 75¢, mileage 96¢, copy 80¢, total $2.51

M. Hopkins, Sheriff.
By A.H. Goodwin, Deputy.

On the 21st day of December A.D. 1885, the following entry was made on the Journal by the Clerk of said Court, to-wit:

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Entry

A. L. Morgridge
vs
Joshua J. Turner et. al.

Entry

And now comes the said A. L. Morgridge by A. T. 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 on 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 the sum of Two Hundred and Eighty Eight 9 83/100 Dollars (including interest up to the 21st day of December 1885) It is therefore considered by the said Court here that the said plaintiff recover of the defendant Joshua J. Turner the said sum of Two Hundred and Eighty Eight 9 83/100 Dollars the sum so found due as aforesaid and also his costs taxed to $
And it is further ordered and adjudged that in case the said defendant Joshua J. Turner fails for three days from the 21st day of December 1885, to pay to the said plaintiff the said sum of Two Hundred and Eighty eight 9 83/100 Dollars so as aforesaid found due, with interest from this 21st day of December 1885 and costs of suit an order issue to the Sheriff of said County of Union 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.

Praecipe

On the 28th day of December 1885 the following praecipe was filed with the Clerk of said Court, to-wit:

A. L. Morgridge Pltff.
vs.
Joshua Turner et. al. Defts.

Court of Common Pleas,
Union County, Ohio
Marysville, Dec. 28th 1885.
To the Clerk of said Court: Issue
Order of Sale in the above case, returnable according to law.
A. T. Carpenter, Atty for Plaintiff.

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 21st day of December A.D. 1885, in the cause of A. L. Morgridge, plaintiff and Joshua J. Turner, defendant said A. L. Morgridge obtained a judgment or decree against the said Joshua J. Turner for the sum of Two hundred and eighty eight and 83/100 Dollars: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Joshua J. Turner shall within three days from the 21st day of December A.D., 1885 pay unto the said A. L. Morgridge the said sum of Two hundred and eighty eight and 83/100 Dollars with interest from the 21st day of Dec A.D., 1885,

at the rate of 6 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same that an order of sale issue to the Sheriff of County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c. and whereas, the three days aforesaid have fully expired and the said sum of $288.[13] with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in Paris Township, County of Union and State of Ohio, bounded and described as follows: Beginning in the centre of the Marysville and Delaware Gravel Road and South-west corner of D. Patch; thence with the centre of said Gravel Road S. 68½° W. 6 [06] poles; thence N. 22½° W. 20 [36/100] poles to a stone with brick under it in the line of said Patch; thence with Patch's line N. 68½° E. 6 [06] poles to a stone with a buck under it; thence with the said Patch's line S. 22½° E. 20 [72/100] poles to the beginning, 1 [26/100] acres. You 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 28th day of December, A.D. 1885.

J. C. Bumgner, Clerk.

Proof of Publication

Return — The State of Ohio, Union County, ss. } Sheriff's Return

In obedience to the command of the order of Sale hereto annexed I did on the 28th day of December 1885 summon J. W. Tilton, A. J. Whitney and J. T. Moore, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements herein described, and afterward, on the 28th day of December, A.D. 1885 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 30th day of December 1886, 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 30th day of January A.D. 1886, at ½ o'clock P.M. of this 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 30th day of January A.D. 1886

at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came A. S. Morgridge who bid for the same the sum of Three hundred and thirty three and 37/100 Dollars, and said sum being two-thirds of the appraised value thereof, and said A. S. Morgridge 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 and thirty three and 37/100 Dollars.

Mc. Hopkins, Sheriff.

On the 4th day of March, 1886 the following proof of publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

Sheriff's Sale.

Common Pleas Court, Union County, O.

A. S. Morgridge. vs. Joshua J. Turner. } On order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, State of Ohio, I will offer at public sale at the north door of the court house in Marysville, Ohio, on Saturday, January 30th, 1886, 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 Paris, County of Union, State of Ohio, and bounded and described as follows: Beginning in the centre of the Marysville & Delaware gravel road and south-west corner of D. Patch; thence with the centre of said gravel road S. 6¼° W. 6 06 poles; thence N. 22½° W. 20 36 poles to a stone with a brick under it in the line of said Patch; thence with Patch's line N. 68¼° E. 6 06 poles to a stone with a brick under it; thence with said Patch's line S. 22½° E. 20 72 poles to the beginning. Containing 12 96/160 Acres.

Appraised at $500.
Terms of Sale - Cash.
Dec. 30, 1885. Wo'ff $11.00

Marion Hopkins.
Sheriff of Union County.

A. T. Carpenter, Attorney.

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. 30th 1885.

W. O. Shearer.

Sworn to and subscribed before me this 4th day of March. 1886.

J. D. Burgess, Clerk.

On the 23d day of February, A. D. 1886, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

A. S. Mongridge
vs.
Joshua J. Vanner, et. al.

Entry.

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 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 A. S. Mongridge 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 $333.37 it is ordered that the Sheriff, out of the money in his hands pay

1st The costs of this action, taxed to ---------- $28.63
2d The taxes now due on said premises ---------- $16.01
3d The balance to plaintiff on his claim, to wit: ---- $288.70
Leaving $3 cts still due to plaintiff.

Attest: J. D. Bingman Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3d Sub-Division of the 10th Judicial District was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

On the 10th day of March A.D. 1886, the following petition and answer were filed with the Clerk of said Court, to-wit:

Petition 5052

John H. Lanke, Plaintiff
Against
Eli Long, Joseph E. Long and Abraham Long, Defendant.

The State of Ohio, Union County, ss.
In the Court of Common P
Petition on Cognovit.

Plaintiff says that the defendants Eli Long, Joseph E. Long and Abraham Long on or about the 22d day of July A.D. 1884, executed and delivered to the said plaintiff, their promissory note, of that date, together with a warrant of Attorney, which promissory note and warrant of Attorney are hereto attached, marked "Exhibit A"; and made a part of this petition. Said plaintiff further says that said promissory note is due and unpaid; that he is the legal owner and holder thereof, and that there is still due him thereon from said defendants, the sum of One hundred and fifty Dollars, with interest at the rate of six per centum per annum, from the 22d day of July A.D. 1884. Wherefore the said plaintiff asks judgment against the defendants for the sum

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Answer.

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attorney

of One hundred and fifty Dollars with interest thereon at the rate of six per centum per annum, from the 22d day of July A.D. 1884, and for costs of suit.

S.S. Gardner,
Plaintiffs Atty.

The State of Ohio, } Affidavit
Union County, ss. } S.S. Gardner 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. S.S. Gardner.

Sworn to by said S.S. Gardner, before me, and by him subscribed in my presence, this 10th day of March, A.D. 1886. J.Q. Burgner,
Clerk of Courts of Union Co., O.

"Exhibit A."

Note. "$150.00 Claybourn July 22, 1884.

"On or before the first (1) day of December 1885, for "value received, we promise to pay to the order of John "H. Kanke, Wooster, O., One Hundred and Fifty Dollars, ne-"gotiable and payable at the Union County Bank of "Deposit with interest at the rate of six per cent per an-"num, and we all consent that after this obligation "shall have become due, time of payment may be ex-"tended from time to time, and we will and shall "remain liable, notwithstanding such extension of time; "and we hereby authorize any attorney at law in the "State of Ohio, or elsewhere, in our names and behalf, "or in the name and behalf of any or either of us, to "appear before any Court of Record in the State of Ohio, "or elsewhere, at any time after this obligation becomes "due, and waive process and service thereof, and without "notice, confess judgment against us, or any or either "of us, in favor of the holder of this note, for the amount "that may appear due thereon, for principal, interest "and costs of suit.

"P.O. Claybourn, Union Co.,
"State of Ohio.

Eli his mark X Long seal
Joseph O. Long seal
Abraham his mark X Long seal

"Witness, Wm Creighton."

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

John H. Kanke, plaintiff
against
Eli Long, Joseph O. Long and Abraham Long, Defendant.

Answer.

By virtue of the warrant of attorney attached to the foregoing petition, I, John M. Bundrick

an attorney at law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said defendants at the suit of John H. Kauke, plaintiff against said Eli Long, Joseph E. Long and Abraham Long, defendants, and waive the issuing and service of process thereon, and confess a judgment in favor of the said John H. Kauke against said Eli Long, Joseph E. Long and Abraham Long for the sum of One Hundred and Sixty four Dollars and fifty 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.

John M. Braddock, Defendants Attorney.

Entry

John H. Kauke
vs
Eli Long, Joseph E. Long and Abraham Long.

Entry

This day came the plaintiff S.S. Gardner and thereupon came John M. Braddock, 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 proved, 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 defendant to said plaintiff, as is alleged in said plaintiffs petition, the sum of $164.25 It is therefore considered that said plaintiff do recover of said defendant the said sum of $164.25 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 six 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: J.C. Burgner Clerk.

Praecipe

Summons

Alias before his Honor John F. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 2d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 9th day of January A.D., 1886 the following petition was filed with the Clerk of said Court, to-wit:

Petition 5001.

State of Ohio, Union County.
Court of Common Pleas.
Petition

V.B. Fulton, Plaintiff.
vs.
C.A. Kelsey, Mattie C. Kelsey Issabella Hawkins and J.W. Jones, Defendants.

And now comes the said plaintiff and for cause of action herein against the said defendants says that on the 5th day of December 1884 the said defendants executed and delivered to the plaintiff their promissory note of which the following is a copy:

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"$150.00 Dec. 5th 1884. "

"One year after date we promise to pay to the order of "
"T.B. Fulton One Hundred and Fifty Dollars, value received, "
"at 8% interest from date."

"C. S. Kelsey"
"Mattie C. Kelsey"
"Isabella Hawkins"
"J. W. Jones."

That there are no indorsements on said note and no payments have been made thereon and there is now due and owing thereon the sum of One Hundred and Fifty Dollars with 8% interest thereon from said 5th day of December 1884 for which said sum and interest the plaintiff asks a judgment against the said defendants.

T. B. Fulton, Inv Ass Ser.

The State of Ohio, }
Union County, ss. } T. B. Fulton, being first duly sworn according to law says the facts stated and allegations of the foregoing petition are true as he verily believes.

T. B. Fulton

Sworn to before me and subscribed in my presence this 8th day of January 1886.

J. L. Burgner, Clerk
By W. M. Winget, Deputy.

Praecipe To the Clerk:

Issue summons for C. S. Kelsey, Mattie C. Kelsey and Isabella Hawkins to the Sheriff of Union County and for J. W. Jones to the Sheriff of Delaware County, returnable according to law. Indorse amount claimed one hundred and fifty dollars with 8% interest from Dec. 4th 1884.

T. B. Fulton.

On the 9th day of January A.D. 1886 the following summons was issued by the Clerk of said Court, to-wit:

Summons

The State of Ohio, } Summons in action for money only.
Union County, ss. } To the Sheriff of the County of Union, Greeting:

We command you to notify C. S. Kelsey, Mattie Kelsey and Isabella Hawkins that they and another have been sued by T. B. Fulton in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of February A.D. 1886 the petition of said T. B. Fulton 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 Jan. A.D. 1886. Witness my hand and the seal of said Court, this 9th day of January A.D., 1886, at Marysville, O.

J. L. Burgner, Clerk.
By W. M. Winget, Deputy.

Indorsed. Amount claimed $150.00 at 8% int. from Dec. 4th 1884."

Return

The State of Ohio, Union County ss. } Sheriff's Return

Received this writ Jan. 11th A.D. 1886 at 9 o'clock A.M. And pursuant to its command, on the 11th day of Jan. A.D. 1886 I served the same by handing a true copy of this summons with the endorsements to the within named Defendant Isabella Hawkins. The within named defendants, C.S. Kelsey and Mattie Kelsey not found in my County fees $1.06

M. Hopkins, Sheriff.
By A.H. Goodwin, Deputy.

Also on the 9th day of January, A.D. 1886 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 the County of Delaware, Greeting:

Summons in action for money only.

We command you to notify J.W. Jones that he and others have been sued by T.B. Fulton in the Court of Common Pleas of Union County, and that unless he answer by the 8th day of February A.D. 1886 the petition of said T.B. Fulton 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 January A.D. 1886. Witness my hand and seal of said Court, this 9th day of January A.D. 1886 at Marysville, O.

J.L. Burgner, Clerk. By H.M. Stringer, Deputy.

Indorsed. "Amount claimed $150.00 with interest at 8% from Dec. 4th 1884."

Return

The State of Ohio, Union County, ss. } Sheriff's Return.

Received this writ January 11th A.D. 1886. And pursuant to its command, on the 11th day of January A.D. 1886, I served the same by leaving at the usual place of residence of the within named defendant, J.W. Jones a true and certified copy of this writ with the endorsements thereon. Sheriff's fees $1.96

James E. White, Sheriff, Delaware Co. O.
By Oscar J. Dunham, Deputy.

On the 22d day of February, A.D. 1886, the following entry was made on the Journal by the Clerk of said Court.

Entry

T.B. Fulton. vs. C.S. Kelsey et.al. } Entry.

This day this cause came on to be heard upon the petition, the defendants Isabella Hawkins and J.W. Jones although duly served with a summons herein having failed to answer, demur or otherwise object to plaintiff's petition, but made default. On consideration whereof, the Court being fully advised in the premises, finds that there is due to the plaintiff, interest being computed to the first day of this term, the sum of $164.57 and the same should bear interest at eight per cent. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants, Isabella Hawkins and J.W. Jones said sum of $164.57 and his costs herein, taxed at $ and defendants pay their own costs taxed at $ for all of which execution is awarded.

Attest.

Petition 7593.

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Pleas before his Honor John A. Price, Judge of a Court of Common Pleas of Union County, within and for the County of Union the 3-d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the town of Marysville on the 19th day of October in the year of our Lord, Eighteen hundred and Eighty Five.

Heretofore, to-wit: On the 27th day of August 1884 the following petition was filed with the Clerk of said Court, to-wit:

Petition 7593.

Samuel R. Berger, Plaintiff
vs.
Jacob Jenkins and Lovina Jenkins, Defendants.

The State Ohio, Union County. Court of Common Pleas.
Petition

And now comes the said Samuel R. Berger, plaintiff and for cause of action herein against the said Jacob Jenkins and Lovina Jenkins, defendants say: That on the 24th day of January 1880 the said Jacob Jenkins executed and delivered to plaintiff his promissory note of which the following is a copy:

"$196.66⅔ On or before the first day of April 1881 I promise"
"to pay S. R. Berger or order the sum of One Hundred and"
"Ninety Six Dollars & sixty six & ⅔ cents with 6 per cent"
"interest from and after April 1st 1880. For value received."
"January 24th 1880." "Jacob Jenkins"

That the said note is indorsed as follows:
"Negy 9th 1881. Received on the within note eighty Dollars."
"The within note is all paid to date except 16 Dollars yet"
"due June 5th 1883."

That no other or further payments have been made on said note and there is now due thereon the sum $16. with interest thereon from said 5th day of June 1883.

Second Cause of Action: For a second cause of action herein against the said defendants the said plaintiff says: That on said 24th day of January 1880 the said Jacob Jenkins executed and delivered to the said plaintiff his promissory note of which the following is a copy.

"$196.66⅔ On or before the first of April 1882 I promise"
"to pay S. R. Berger or order the sum of One Hundred and"
"Ninety Six Dollars and sixty six and ⅔ cents with 6 per"
"cent interest annually from and after April 1st 1880."
"For Value Received. January 24th 1880."
"Jacob Jenkins"

That there are no indorsements on said note and no payments have been made thereon, and there is now due to plaintiff from said Jacob Jenkins on said note the sum of $196.66⅔ with interest from April 1st 1880, to be counted annually. Third Cause of Action: For a third cause of action herein against the said Jacob Jenkins the said plaintiff says: That on said 24th day January 1880, the said Jacob Jenkins executed and delivered to said plaintiff his promissory note of which the following

is a copy.
"$196.66⅔ On or before the first of April 1883, I promise to"
"pay S.R. Berger or order the sum of one hundred and sixty"
"dollars and sixty six ⅔ cents with 6 per cent interest annu-"
"ally from and after April 1st 1880. For value received."
"January 24, 1880. "Jacob Jenkins."
That there are no endorsements on said note and no payments have made thereon, and there is now due to plaintiff from said Jacob Jenkins on said note the sum of $196.66⅔ with interest from April 1st 1880, to be counted annually.
Fourth Cause of Action: That to secure the said notes described in the first, second and third causes of action, the said Jacob Jenkins and Lovina Jenkins executed and delivered to said plaintiff their mortgage deed of that date and thereby conveyed to said plaintiff in fee simple the following premises, to-wit: Situated in the County of Union and State of Ohio, in the Township of Paris and village of Marysville, in Survey No. 3851 and bounded and described as follows, viz: Being part of U.M. Survey No. 3851 beginning at a stake in the centre of the Waldo Gravel road and south-east corner of John Huber's lot; thence with his south line N. 88° W. 30.15 poles to a stake in said Huber's south west corner and in the line of D.W. Henderson's lot; thence with said Henderson's line S.E. 12.25 poles to a stone in the line of Mary Peacock's land; thence with her line south 88° E. 5.68 poles to a stone, corner to said Peacock's lot; thence with another line of said Peacock's lot S. 2° W. 4.85 poles to a stone; thence S. 88° E. 23.9 poles to a stake, witness a stone planted in said line and 25 feet from the centre of the Waldo Gravel road; thence N. 2° E. 17.10 poles to the place of beginning, containing three acres of land. That said mortgage deed had a condition thereon written that if said Jacob Jenkins or Lovina Jenkins should pay or cause to be paid said three notes described in said first, second and third causes of action then said deed should be void; otherwise to be and remain in full force in law. That said mortgage deed was filed with the Recorder of Union County for record on the 26th day of January 1880 at 10 o'clock A.M. and was afterwards recorded in Vol. 16 page 152. The said plaintiff further says that the condition named in said mortgage has been broken and said deed has become absolute and that there is now due to him the sum of $16.66⅔ with interest from June 5th 1883 and the sum of $393.38 with interest thereon annually from the 1st day of April 1880, for which sums and interest plaintiff asks judgment against said Jacob Jenkins. Plaintiff therefore prays that unless the said Jacob Jenkins shall within a short day to be named by the Court pay to plaintiff said sums for which he asks judgment that an order issue to the sheriff commanding him to cause said real estate to be appraised and sold according to law and that he bring the proceeds into Court to await its further order.

Powell & Faulkner,
Attorneys for Plaintiff.

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Praecipe. To Clerk:

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The State of Ohio, }
Union County, ss } Samuel R. Berger being first sworn according to law says the facts stated and allegations of his foregoing petition are true as he verily believes.

S. R. Berger.

Sworn to before me and subscribed in my presence by the said Samuel R. Berger this 26th day of August 1884.

R L. Woodburn, Notary Public.

Praecipe. To Clerk:

Issue summons for defendants to Sheriff of Union County, returnable according to law. Indors. Amount claimed $16.00 with interest from June 5th 1883, and $393.33 with interest annually from April 1st 1880 and foreclosure of mortgage.

Powell & Fulton,
for Plaintiff

On the 27th day of August, A.D. 1884 the following summons was issued by the Clerk of said Court, to-wit:

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

We command you to notify Jacob Jenkins and Lovina Jenkins that they have been sued by Samuel R. Berger in the Court of Common Pleas of Union County, and that unless they answer by the 27th day of Sept. A.D. 1884, the petition of said Samuel R. Berger 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 Sept. A.D. 1884. Witness my hand and the seal of said Court, this 27th day of Aug. A.D. 1884.

J. Q. Burgner, Clerk.

Seal

In action for foreclosure of mortgage. Amount claimed $16.00 with interest from June 5th 1883, and $393.33/100 with interest annually from April 1st 1884.

Return. The State of Ohio, } Sheriff's Return.
Union County, ss. } Received this Writ Aug. 27th A.D. 1884 and pursuant to its command, on the 28th day of Aug. A.D. 1884, I served the same by delivering to each of the within named Jacob Jenkins and Lovina Jenkins a true copy of this writ with endorsements thereon.

John Habensack,
Sheriff, Union Co., O.

Sheriff's fees, $1.17

On the 2d day of Oct. A.D. 1884, the following entry was made, by the Clerk of said Court, on the Journal, to-wit:

Entry. Samuel R. Berger, }
vs. } Entry.
Jacob Jenkins, et. al. }

This day this cause came on to be heard upon the petition of the said Samuel R. Berger and the evidence, the defendants, though duly served with a summons herein, having failed to answer, demur, or otherwise object to the plaintiff's petition. On consideration

whereof and the Court being fully advised in the premises finds that the allegations of the petition are true and that there is now due and remaining unpaid upon the notes described in said petition to the first day of the term of this Court the sum of $525.36 It is therefore considered and adjudged that the plaintiff recover of the defendant, Jacob Jenkins the said sum of $525.36 and his costs herein taxed at $ It is further considered, adjudged and decreed by the said Court that unless the said Jacob Jenkins pay or cause to be paid to the said Samuel R. Berger said sum of $525.36 within five days from this date and to the Clerk of the Court the costs herein, that an order of sale issue to Sheriff of this County, commanding him to appraise, advertise and sell the premises described, according to law, and that he bring the proceeds into Court for further order.

Attest: J. D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union the third Sub-Division of the tenth Judicial District of the State of Ohio was begun and held at the Court House in the town of Marysville, on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

On the 24th day of March A.D. 1886 the following petition and answer were filed in the office of said Court, to-wit:

Petition and Answer in Cognovit.

Petition 5065

O. P. Lenox.
vs.
W. H. Sprague and E. O. Riley

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Civil Action for Money only.

O. P. Lenox, the above named plaintiff says that there is due to him from W. H. Sprague and E. O. Riley, defendants, on a promissory note made by the defendants, W. H. Sprague and E. O. Riley dated the 11th day of February A.D. 1886, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Five Hundred and twenty four Dollars, with interest thereon at 8 per cent from the 11th day of February A.D. 1886. The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid and that there are no credits or endorsements thereon. Whereupon, the plaintiff asks judgment against said defendants for the sum of Five hundred and twenty four Dollars, with interest at 8 per cent from the 11th day of February A.D. 1886.

S. S. Gardiner, Attorney for Plaintiff

The State of Ohio,
Union County, ss. S. S. Gardiner, being sworn says he is the duly authorized attorney of the above named plaintiff says that he believes the statement in the foregoing petition to true. He further says that this action is brought upon an instrument in writing for the payment of money only, which instrument is in his possession. S. S. Gardiner.

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Subscribed by S. S. Gardiner in my presence, and sworn to by him before me, this 24th day of March, A.D. 1886.

J. C. Burgner, Clerk.

Note. "$528.50 LaRue, O., Feb. 11th 1886."

"Thirty days after date, for value received, we promise" "to pay to order of O. P. Lenox five hundred and twenty four" "Dollars with interest at the rate of 8% per centum per annum" "and we hereby authorize any Attorney at Law to appear in" "any Court of Record in the United States, after the above obli-" "gation becomes due, and waive the issuing and service of" "process and confess a judgment against us in favor of the" "holder hereof for the amount then appearing due, together with the" "costs of suit, and thereupon to release all errors and waive all" "right of appeal.

"W. H. Sprague (Seal)"
"E. O. Riley (Seal)"

O. P. Lenox
vs.
W. H. Sprague and E. O. Riley

In Court of Common Pleas,
Union County, ss.
Defendants Answer.

And now comes W. H. Sprague and E. O. Riley, the above named defendants, by the undersigned J. S. McCampbell, 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 defendants, for the sum of Five Hundred & twenty eight Dollars and fifty 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 from the judgment in this case, is hereby waived March 24th A. D. 1886.

Jas. S. McCampbell,
Atty for Defendants.

O. P. Lenox
vs.
W. H. Sprague & E. O. Riley.

Entry

This day came the plaintiff by S. S. Gardiner, attorney, 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 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 is alleged in said plaintiffs petition, the sum of $528.50. It is therefore considered that said plaintiff do recover of said defendants the said sum of $528.50 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: J. D. Burgner Clerk.

Had before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the 3d Sub Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

On the 24th day of March A.D. 1886, the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:

Petition 5066.

C. S. Chapman & Co. vs. J. S. Baldwin

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Civil action for money only.

C. S. Chapman & A. S. Chapman, under firm name C. S. Chapman & Co. incorporated, the above named plaintiff say that there is due to them from J. S. Baldwin, defendant, on a promissory note made by the defendant, dated the 7th day of February 1885, which note with the warrant of attorney thereto annexed, is hereto attached, the sum of One hundred and ninety six Dollars, and fifty six cents, with interest thereon at eight per cent from the 7th day of February A.D. 1885. The plaintiff further say that they are the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the plaintiff ask judgment against said defendant for the sum of two hundred and fourteen Dollars, and thirty eight cents, with interest thereon at eight per cent from the 25th day of March A.D. 1886.

The State of Ohio, Union County, ss. C. S. Chapman, one of the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiff

C. S. Chapman.

Subscribed by C. S. Chapman in my presence and sworn to by him before me, this 24th day of March A.D. 1886.

J. D. Burgner, Clerk of Courts, Union Co., O.

$196.22 Marysville, Ohio, February 27th 1885.

One year after date, as principal debtors, we jointly and severally promise to pay to C. S. Chapman & Co. or order at their office in Marysville, Ohio, One Hundred-ninety six & 22/100 Dollars, for value received with 8% until paid. And we hereby dispense with the 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 issuing 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

Answer.

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Entry

appeal in this behalf. Witness my hand and seal.

J. S. Baldwin. Seal

Answer.

C. S. Chapman & Co.
vs.
J. S. Baldwin

In the Court of Common Pleas,
Union County, ss.

Defendant's Answer.

And now come J. S. Baldwin, the above named defendant, by the undersigned W. V. Hooper, attorney, and waive the issuing and 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 Two hundred & fourteen Dollars and thirty eight 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.

March 27th A. D. 1886. W. V. Hooper.

Attorney for Defendant

Entry

C. S. Chapman & Co.
vs.
J. S. Baldwin

Entry.

This day came the plaintiff by his attorney, and thereupon came W. V. Hooper, 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 plaintiffs petition the sum of $214.38. It is therefore considered that said plaintiff do recover of said defendant the said sum of $214.38 so as aforesaid confessed, 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. J. D. Burgner Clerk.

Pleas before his Honor John A. Price Judge of a Court of Common Pleas within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 19th day of October in the year of our Lord, Eighteen Hundred and Eighty six.

On the 21st day of December, 1885 the following Petition and Answer in Cognovit were filed with the Clerk of said Court, to-wit:

Petition #987

J. G. Coleman, Plaintiff
vs.
A. N. Woodruff, Defendant

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Civil Action for Money only.

J. G. Coleman, the above named plaintiff says that there is due to him from the said defendant, on a promissory note made by the defendant, dated the 7th day of November A.D. 1884, which note with the warrant of attorney therein annexed, is here to attached, the sum of Two hundred and twenty eight and 39/100 Dollars, with interest thereon at eight per cent from the first day of July A.D. 1885. 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 defendant for the sum of Two hundred and twenty eight Dollars and thirty nine cents, with interest at eight per cent from the first day of July A.D. 1885.

Broderick & McCampbell, attys for Plaintiff.

The State of Ohio, Union County, ss. John M. Broderick one of the attorneys of Record for the above named plaintiff, being duly sworn, says that he believes the statement 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 affiants possession

John M. Broderick.

Subscribed by John M. Broderick in my presence and sworn to by him before me this day of November A.D. 1885.

J. C. Burgner, Clerk of Courts.

Note. "$600.00 Marysville, Ohio, November 7th 1884.

"Six months after date, for value received, we jointly and severally promise to pay J. G. Coleman, or order Six Hundred Dollars, with interest from date at the rate of eight per cent. per annum payable annually. And I hereby authorize any Attorney at Law to appear for me in an 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 me and confess judgment in favor of the legal holder of the above against me for the amount that may be due with costs of suit, and to waive and release all errors in said proceedings, petition in error, and the right of appeal from the judgment rendered. Witness our hands and seals."

"A. N. Woodruff Seal"

Indorsed: "May 15, 1885. Paid on the within note three hundred Dollars ($300.00)
"July 1, 1885. Paid on the within note ($100.00) one hundred Dollars."

Answer.

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Entry.

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Answer.

J. G. Coleman, Plaintiff.
vs.
A. N. Woodruff, Defendant.

In the Court of Common Pleas,
Union County, ss.
Defendants Answer.

And now come A. N. Woodruff, the above named defendant, by the undersigned his 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 Two hundred and thirty seven Dollars and two 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.
December 21st A. D. 1885. A. H. Beighler,
Atty for Defendant.

Entry.

J. G. Coleman
vs.
A. N. Woodruff

Entry.

This day came the plaintiff by his attorneys and thereupon came A. H. Beighler one of the attorneys of Record of this Court, who, by virtue of (an) 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 vistue 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 $237.02. It is therefore considered that said plaintiff do recover of said defendant the said sum of $237.02 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. J. D. Brougher Clerk.

Pleas before his Honor John A. Price Judge of a Court of Common Pleas within and for the County of Union, the 3d Sub Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the town of Marysville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

On the 25th day of March 1886 the following petition and answer were filed with the Clerk of said Court, to-wit:

Petition 5070

Plain City Bank, Plaintiff
Against
A.J. Greenbaum, Defendant.

Petition in Cognovit.
In the Court of Common Pleas.

The plaintiffs say they are a co-partnership formed for the purpose of carrying on business within the State of Ohio and not incorporated. They further say that the defendant, A.J. Greenbaum on or about the 12th day of April A.D. 1885, executed and delivered to Fielding Taylor his promissory note of that date, together with a warrant of attorney, which promissory note and warrant of attorney are hereto attached, marked "Exhibit A" and made a part of this petition. That afterwards said Taylor sold and assigned said note to plaintiff for a full fair & valuable consideration. Said plaintiffs further say that said promissory note is due and unpaid, that 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 Seventy Nine Dollars, with interest at the rate of 8 per centum per annum, from the 12th day of December, A.D. 1885. Wherefore, the plaintiffs ask judgment against said defendant for the sum of One Hundred and Seventy Nine Dollars, with interest thereon at the rate of 8 per centum per annum, from the 12th day of December, A.D. 1885; and for costs of suit.

A.T. Carpenter, Plaintiff's Attorney.

Affidavit
The State of Ohio,
Union County, ss.

Affidavit.

A.T. Carpenter, 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 are true, in substance and in fact.

A.T. Carpenter.

Sworn to by said A.T. Carpenter, before me, and by him subscribed in my presence, this 25th day of March, A.D. 1886.

J.L. Burgner, Clerk.

Exhibit A

"$179.00

Plain City, O., April 12th 1885.

"Eight months after date, for value received, I promise to pay to "Fielding Taylor, or order One hundred & seventy nine Dollars, with "interest at 8 per cent per annum, after maturity. And we hereby dis-"pense 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 issuing and service of pro-"cess, 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, together with the costs of suit, and to waive and
"release all errors in said proceedings, and petitions in error.
"A.J. Greenbaum."

Indorsed by Tilldms, Taylor.

Plain City Bank, Plaintiff
against
A.J. Greenbaum, 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, I. B. Fulton, an attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said defendant, at the suit of the Plain City Bank, plaintiff against said A.J. Greenbaum, Defendants, and waive the issuing and service of process therein, and confess a judgment in favor of the said Plain City Bank, against said A.J. Greenbaum for the sum of One hundred & eighty three Dollars, and ten cents, damages, being the amount appearing due for principal and interest on said promissory note, and also for cost of suit, and I do hereby release all errors and waive all right of appeal. I. B. Fulton, Defendants Atty.

Plain City Bank, Plaintiff
vs
A.J. Greenbaum, Defendant } This day came the plaintiff by H. H. Carpenter, attorney and thereupon came I. B. Fulton, 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 plaintiffs petition, the sum of $183.10 It is therefore considered that said plaintiff does recover of said defendant the said sum of $183.10 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: J.D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville, on the 22d day of February, in the year of our Lord, Eighteen Hundred and Eighty Six.

Be it remembered, to wit: On the 25th day of January 1886, the following petition was filed with the Clerk of said Court, to-wit:

The State of Ohio, Union County.

Erastus Lockwood, Plaintiff

vs.

Elizabeth Saylor and Samuel C. Saylor, Defendants

Petition

Petition 5017

And now comes the said plaintiff and for cause of action herein against said defendants says that heretofore, to-wit: On the fourth day of October 1881 the said defendants executed and delivered to plaintiff their promissory note for the sum of Five Hundred Dollars, payable two years after date, with 8% interest thereon payable annually. That to secure the payment of said note the said defendants executed and delivered to said plaintiff their mortgage deed of that date and thereby conveyed to plaintiff in fee simple the following described real estate: situate in the County of Union in the State of Ohio and in the Township of Paris and bounded and described as follows, viz: Being in Survey No. 5728 and bounded and described as follows, viz: Beginning at a stake in the intersection of the Blue Road with the centre of the old Bellefountaine Road; thence with the centre of the Bellefountaine Road, S. 72¾° E. 81 22/100 poles to a stake. T.W. corner to a lot, containing 23 32/100 acres, conveyed by William Fulton to John E. Felton and since owned by Martin Amrine; thence with his line N. 8½° W. 124 poles to a stake in the corner of the 15 acres formerly owned by Absalom Landridge; thence with his line S. 80¾° W. 69 76/100 poles to a stake of his corner, in the centre of the said Blue Road; thence with the centre of the said Blue Road S. 6½° E. 88 poles to the place of beginning, containing 47 acres of land more or less, excepting therefrom 20 acres, conveyed by Mary M. and Stephen Ayers to Jno. W. Barnes. That said mortgage deed had a condition therein written, that if the said defendants should well and truly pay said note and interest when they respectively become due then said mortgage deed should become void, that said mortgage deed was deposited with the Recorder of Union County for record on the 5th day of October 1881 and was afterwards recorded in Volume 17 on page 140 in the record of mortgages for said County. Plaintiff further says that the conditions of said mortgage have been broken and said mortgage deed has become absolute and there is now due, and owing thereon the sum of Five Hundred Dollars with 8% interest thereon payable annually from the 7th day of Oct. 1883. Wherefore the plaintiff prays that unless the said defendants pay or cause to be paid to him the sum due as aforesaid and to the Clerk of this Court the costs herein within a short day to be named by the Court

Precipe

Summons.

Return.

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that an order issue to the Sheriff of Union County Ohio, commanding him to cause said premises to be appraised and sold and that he bring the proceeds of said sale into Court to wait its further orders.

T. B. Fenton, attorney for Plaintiff.

State of Ohio, }
Union County, ss. } Erastus Lockwood, being first duly sworn according to law says the facts stated and the allegations of his foregoing petition are true as he verily believes.

Erastus Lockwood.

Sworn to before me and subscribed in my presence, this 8th day of January 1886. H. Dague, N. P.

Escape

To the Clerk:

Issue summons for Elizabeth Saylor and Samuel C. Saylor to the Sheriff of Union County, returnable according to law.

T. B. Fenton, attorney for Plaintiff.

On the 20th day of February, A. D. 1886 the following summons was issued by the Clerk of said Court, to-wit:

Summons.

The State of Ohio, } Summons.
Union County, ss. }

To the Sheriff of the County of Union, Greeting:

You are commanded upon to notify Elizabeth Saylor and Samuel C. Saylor that they have been sued by Erastus Lockwood in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of March A. D. 1886, the petition of said plaintiff Erastus Lockwood 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 1st day of March A. D. 1886. Witness my hand and the seal of said Court, this 20th day of February A. D. 1886.

J. D. Burgner, Clerk.

Return.

The State of Ohio, } Sheriff's Return.
Union County, ss. }

Received this writ Feb. 20th A. D. 1886, at 2 o'clock P. M. and pursuant to its command, on the 21st day of February A. D. 1886 I served the same by delivering a true copy of this summons with the endorsements thereon at the usual place of residence of the within named Elizabeth Saylor and by handing a true copy of this summons with the endorsements thereon to the defendant,

Samuel C. Saylor

Sheriffs fees $1.19

M. Hopkins, Sheriff.

By A. H. Goodwin, Deputy.

On the 24th day of March 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

Erastus Lockwood
vs.
Elizabeth Saylor, et. al.

This cause now coming on for hearing on the petition of the plaintiff and the evidence the defend-

ants, although duly served with a summons herein, having failed to answer, demur or in any way object to plaintiffs petition but made default. On consideration whereof and the Court being fully advised in the premises finds that all the allegations of the plaintiffs petition are true and that there is due to the plaintiff upon and by reason of the note and mortgage set out in the petition the sum of Five Hundred and ninety two 11/100 Dollars, interest being computed to the first day of the present term and that said judgment bear interest at eight per cent. It is therefore considered adjudged and decreed that unless the defendants pay or cause to be paid unto plaintiff said sum so found due as aforesaid and to the Clerk of the Court the costs of this action within three days from this day, an order of sale issue to the Sheriff of Union County, Ohio, commanding him to cause said lands to be appraised, advertised and sold according to law and that he bring the proceeds into Court to await its further order.

T. B Fulton,
for Plaintiff.

On the 1st day of May, A.D. 1886, an order of sale was issued by the Clerk of said Court, which reads as follows, 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 and for said County, on the 24th day of March A.D. 1886, in the cause of Erastus Sickwood, plaintiff, and Elizabeth Saylor, et. al. defendant, said Erastus Sickwood obtained a judgment or decree against to said Elizabeth Saylor for the sum of five hundred and ninety two 11/100 Dollars, and seven and 11/100 Dollars, costs of suit: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said shall within three days from the 24th day of March, A.D. 1886, pay unto the said Erastus Sickwood the said sum of five hundred ninety two and 11/100 Dollars with the interest from 22d day of Feb. A.D. 1886, at the rate of 8 per cent per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ ---- and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c.: And whereas, the three days aforesaid have fully expired and the said sum of $592 11 with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell as aforesaid, the following lands and tenements, to-wit: Situated in Township of Paris, County of Union and State of Ohio, bounded and described as follows: Being in Survey No. 5728, beginning at a stake in the intersection of the Blue road with the centre of the old Bellefontaine road; thence with the centre of the Bellefontaine road S. 72¾° E. 31.22 poles to a stake S. W.

corner to a lot, containing 23 37/100 acres, conveyed by William Felton to John E. Felton and since owned by Martin Lemmine; thence with his line N. 8½° W. 124½ poles to a stake in the corner of the 15 acres formerly owned by Hezekiah Sandridge; thence with his line S. 80¾° W. 69 20 poles to another of his corners in the centre of the said Blue road S. 66° E. 88 poles to the place of beginning, containing 47 acres of land more or less, excepting therefrom 20 acres, conveyed by Mary M. and Stephen Pyers to John W. Barnes.

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 Bainbridge, Ohio, this 1st day of May A.D. 1886.

J. D. Burgner, Clerk.

The State of Ohio, }
Ross County, ss. }

Sheriff's Return.

May 8th 1886. Received on the within writ six hundred and fourteen and 26/100 Dollars sufficient to satisfy judgment, interest and costs.

W. Hopkins, Sheriff.
By A. H. Gardner, Deputy.

Fees.

Service ---	30
Writing Appraisal	30
Notice of printer	30
Mileage ---	64
Drumdage ---	9.07
Total ---	10.61

Attest: J. D. Burgner Clerk.

Petition. 4923.

Now before Me Honorable John A. Price, Judge of a Court of Common Pleas within and for the County of Union the 3d Sub Division of the 10th Judicial of the State of Ohio, was begun and held at Marysville on the 19th day of October, in the year of our Lord Eighteen Hundred and Eighty Five.

Be it remembered, to-wit: On the 5th day of October, 1885 the following petition was filed with the Clerk of said Court, to-wit:

Jennie Tway, Plaintiff
vs.
John F. Wanters and Lucy M. Wanters, Defendants.

To the Court of Common Pleas of Union County, Ohio.

Petition.

The plaintiff, Jennie Tway says that on the 7th day of June 1883 the defendants, Lucy M. Wanters and John F. Wanters, for a good and valuable consideration executed and delivered to the plaintiff their promissory note of that date and thereby promised to pay to plaintiff or order the sum of Two hundred Dollars, Oct 1, 1884, with 6 per cent interest from Oct. 1, 1883. The following is a copy of said note.

"$200.00 June 7, 1883.

"October 1st 1884 after date, I promise to pay to the order of "Jennie Tway, Two hundred Dollars, value received. Interest 6 per cent. from Oct. 1, 1883. Signed, "Lucy M. Wanters"
"John F. Wanters"

The following payments have been made, to-wit: April 23, 1884. $6.00 Jan. 17, 1885 $5.20 May 20, 1885 $5.00 July 25, 1885 $1.00 Sept. 2, 1885 $2 53/100 making a total credit of $20.20/100.

There are no other payments or credits upon said note and there is now justly due to the plaintiff from said defendants thereon the sum of Two hundred and five Dollars for which sum and interest the said plaintiff is entitled to judgment. Second cause of action: At the time of delivering said note and to secure the payment of the same the defendants duly executed and delivered to plaintiff their mortgage deed of that date and thereby conveyed to the plaintiff the following described lands to-wit: Being all of lot No. 17, on Webster's addition to the village of Marysville in the county of Union and State of Ohio, according to the recorded plat of said addition, to which reference is made in said mortgage. Said mortgage was conditioned as follows: that if said Lucy M Wanters and John F. Wanters shall pay unto said Jennie Tway or her assigns their promissory note of June 7th 1883, drawn for $200.00, due and payable Oct. 1, 1884 with interest from Oct. 1, 1883, then said mortgage to be void, otherwise to remain in full force. On the 7th day of June 1883 at 1/2 o'clock P.M. said mortgage was left with the recorder of said County for record and was by him recorded on same day in Vol. 20 page 256 of the mortgage Records for said County. Said mortgage has become absolute for want of compliance with its conditions. The plaintiff therefore asks judgment against said defendants for said sum of Two hundred and five Dollars,

Praecipe

Summons.

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the amount due upon said note and that said mortgage may be foreclosed and said premises may be sold and the proceeds applied to the payment of said judgment and for all proper relief. Cameron & Woodburn.

Attys for Plaintiff.

State of Ohio } ss.
Union County } William Tway, being first duly sworn says that he is the agent of the plaintiff duly authorized for the premises, that he is the husband and has transacted the foregoing business for her and that he has the papers and all the foregoing facts are within his personal knowledge and are true as affiant believes.

William H. Tway

Sworn to before me and signed in my presence, this 3d day of October 1885. J. D. Burgner, Clerk.

Praecipe

Clerk:

Issue summons direct to the Sheriff, Darke Co., returnable according to law. Amount $205.00

Cameron & Woodburn.

On the 5th day of Oct. A. D. 1885, the following summons was issued by the Clerk of said Court, to-wit:

Summons.

The State of Ohio, } Summons in Action for money only.
Union County, ss. } To the Sheriff of the County of Darke, Greeting:

We command you to notify Lucy Ann Hawkins and John H. Hawkins that they have been sued by Jennie Tway in the Court of Common Pleas of Darke County and that unless they answer by the 7th day of Nov. A. D. 1885 the petition of said Jennie Tway 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 October A. D. 1885. Witness my hand and the seal of said Court, this 5th day of October A. D. 1885 at Marysville, Ohio,

J. D. Burgner, Clerk.

Amount claimed $205.00

Return.

Sheriff's Return

The State of Ohio, } Received this writ Oct. 5th A. D., 1885 at
Union County, ss. } 12 o'clock M. And pursuant to its command, on the 8th day of October A. D. 1885; I served the same by handing a true copy of this summons with endorsements thereon to the within named defendants.

Sheriff's fees

Service,	$.75
Mileage	.16
Copy	.70
Total	1.61

W. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

On the 13th day of November A. D. 1885, an entry was made on the Journal by the Clerk of said Court, which reads as follows, to-wit:

Entry

Entry
4923.

Jennie Seavy
vs.
Lucy M. Hunter et
John F. Hunter

This cause coming on for hearing, was submitted to the Court upon the pleadings and evidence; and on consideration thereof the Court find on the issue joined that there is due to the plaintiff from the defendants, Lucy M. Hunter and John F. Hunter on the promissory note set forth in the petition with interest to the 12th day of November 1885, the sum of Two hundred and six & 25/100 Dollars. The Court further find that in order to secure the payment of said note the defendants Lucy M. Hunter and John F. Hunter her husband executed and delivered to said Jennie Seavy, the plaintiff, their certain mortgage on the premises described, and on the premises therein described, that said mortgage was duly recorded in Book 20 page 256 of the Record of Mortgages of Union County, and is the first and best lien on the premises described in the petition. It is therefore considered and adjudged that unless the defendants Lucy M. Hunter and John F. Hunter 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 herein the sum so found due as aforesaid, with interest from the 12th day of November 1885 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. J. D. Burgner Clerk

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3d Sub Division of the 10th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 7th day of August 1885 the following petition was filed with the Clerk of said Court, to-wit:

Eliza Simmons, Plaintiff. } Court of Common Pleas, Union County, Ohio.
vs.
Maria Wood, Executrix of Estate of William Wood, deceased, Defendant.

Petition.

Plaintiff says: On or about the day of A.D. 1854, the defendant Maria Wood was duly appointed and qualified, and letters were granted to her as executrix of the estate of William Wood, deceased by the Probate Court of Union County and State of Ohio. Plaintiff further says that on or about the 9th day of June A.D. 1859 she had a settlement with the said William Wood, then in full life and the said William Wood

gave her two notes of that date, due one day after date, one for about twenty five dollars and which said Note afterwards, to-wit: on October 1882 paid in full by check. The other note was for the sum of one hundred and seventy dollars, due one day after date at eight per cent interest per annum, and payable to plaintiff or order. Those two notes were given by the said William Wood in settlement and full of all matters between plaintiff and said William Wood up to this date. Plaintiff says that on or about the 8th day of March 1885 she lost said note in the City of Piqua in the State of Ohio, while shopping the note being enclosed in pocket book and the pocket book with this said note enclosed, and other valuable papers were lost, and since that time plaintiff has made every possible effort to recover the said note by advertising and all possible inquiry and has so far failed to get any trace of the said pocket book or note or other papers. Plaintiff further says that on the 30th day of April 1885 she made out a statement of the facts concerning the date, amount, rate per cent of interest of said note and that said note was lost and an affidavit attached to this statement in due form of law and afterwards to-wit: on or about the 6th day of May A.D. 1885 the plaintiff herein presented the said account duly probated to the said defendant Maria Wood, Executrix of the estate of William Wood, deceased and asked her as such executrix to allow said claim as a valid claim against the said estate of William Wood. But plaintiff says the said Maria Wood, as executrix of the estate of William Wood, deceased refused and neglected to make such allowance of the said claim as a valid claim against said estate and still continues to neglect and refuse to allow said claim against said estate as a just and valid claim. Plaintiff therefore says that there is due to her from the said Maria Wood defendant as executrix of the estate of William Wood, deceased by reason of the premises the sum of one hundred and seventy Dollars which she claims with interest from the 9th day of June A.D. 1879 at the rate of eight per cent per annum and for which she prays judgment.

Robinson & Piper,
Attorneys for Plaintiff.

State of Ohio,
Miami County, ss. Eliza Shurtinon being duly sworn according to law says the facts stated and allegations in her foregoing petition are as she verily believes true.

Eliza Shurtinon.

Sworn to before me by Eliza Shuneman this 7th day of August A.D. 1885. J.D. Burgner, Clerk.

Praecipe. To Clerk:

Issue summons upon the petition in foregoing case, directed to Sheriff of Union County, Ohio, for Maria Wood as executrix of the estate of William Wood, deceased returnable according to law. Endorse amount claimed one hundred and twenty dollars with interest at eight per cent per annum from June 9th 1879. Robinson & Piper,

Attorneys for Plaintiff.

On the 10th day of August, 1885 the following Summons was issued by the Clerk of said Court, to-wit:

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

Re-command you to notify Maria Wood as executrix of William Wood, deceased that she has been sued by Eliza Shuneman in the Court of Common Pleas, of Union County and that unless she answers by the 5th day, September A.D. 1885 the petition of said Eliza Shuneman against her 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 August A.D. 1885. Witness my hand and the seal of said Court, this 7th day of August A.D. 1885.

J.D. Burgner, Clerk.

Im action for amount claimed $170.00 with 8% Int. per annum from June 9th 1879.

Return. The State of Ohio, } Sheriffs Return.
Union County, ss } Received this writ August 10th A.D. 1885, at 9 o'clock A.M. and pursuant to its command, on the 11th day of August A.D. 1885 I served the same by handing the within named defendant a true copy of this writ, with endorsements thereon.

Service, - - $.30
Mileage - - 1.74 } Sheriffs fees.
Copy - - - - .20
Total - - 1.94

M. Hopkins, Sheriff.
By A.K. Gordon, Deputy.

On the 25th day of March, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Eliza Shuneman

vs

Maria Wood, Executrix etc.

Entry 4862

Money Only.

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by the defendant to be true; and find that the defendant Maria Wood as executrix of estate of Wm Wood, deceased is indebted to the plaintiff Eliza Shuneman in the sum of two hundred two and 1/100 Dollars. It is therefore considered by the Court that said plaintiff recover from said defendant the said sum of two hundred two and 1/100 Dollars, with interest from March 15th 1886 and her costs herein expended taxed at $

Attest: J.D. Burgner Clerk.

Petition 4585.

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Pleas before His Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the 2d Sub Division of the 10th Judicial District of the State of Ohio, was begun and held at Marysville in the Town of Marysville on the 19th day of October in the year of our Lord Eighteen Hundred and Eighty Five.

Be it fore, to-wit: On the 12th day of Sept. 1885 the following petition was filed with the Clerk of said Court, to-wit:

Margaret A. Widener, Plaintiff.

vs.

Action 4865. Eliza J. Laughery, Elkin H. Laughery, Melissa A. Laughery, Angeline M. Laughery, Dorsy A. Laughery and Samuel McAdow, Defendants.

Court of Common Pleas, Union County, Ohio.

Petition.

The plaintiff says: that on the 15th day of January 1865, Margaret A. Laughery, the plaintiff, inter-married with one Hiram Laughery and on the 5th day of March 1879 said Hiram Laughery died leaving her seized during said coverture of an estate in fee-simple by purchase in the following described property, to-wit: Being one hundred acres off the north end of Survey No. Four Thousand five hundred and seven in the Virginia Military District so called Survey in the name of Barbary Hill for 374 acres. Said property is now claimed and occupied by the defendants, as the children and heirs at law of said Hiram Laughery. The said Samuel McAdow as guardian of said property. The plaintiff is unable to furnish a description of said property by metes and bounds and prays the Court here to order a Survey thereof to be made and the plaintiff says she is entitled to dower in said property and asks that the Court may assign the same to her therein and for such other and proper relief as in equity and good conscience she may be entitled to.

T. B. Benton, Atty for Plaintiff.

The State of Ohio, Union County, ss. Margaret A. Widener, the plaintiff, being first duly sworn, says that the facts stated and allegations in the foregoing petition are true as she verily believes.

Margaret A. Wadener.

Sworn to before me and signed in my presence this 12th day of Sept. A.D. 1885.

J. C. Burgner, Clerk.

By W. M. Winget, Deputy.

Praecipe. To the Clerk:

Issue summons upon the petition in the above entitled case, returnable according to law. Endorse summons Equitable relief claimed.

T. B. Benton, Attorney for Plaintiff.

On the 21st day of September, A.D. 1885, a summons was issued by the Clerk of said Court, which reads as follows, to-wit:

Summons. The State of Ohio, } Summons.
Union County, ss. } To the Sheriff of the County of Union, Greeting:
We command you to notify Eliza J. Laughery Elisha K. Laughery, Melissa E. Laughery, Angeline M. Laughery, Daisy A. Laughery and Samuel Wm. Adair that they have been sued by Margaret A. Widner in the Court of Common Pleas, of Union County, and that unless they answer by the 18th day of October A.D. 1885 the petition of said Margaret A. Widner 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 September A.D. 1885. Witness my hand and the seal of said Court, this 12th day of September A.D. 1885. J.D. Burgner, Clerk.
By W. Mc. Winget, Deputy.

In action for equitable relief.

Return. The State of Ohio, } Sheriff's Return.
Union County, ss. } Received this writ Sept. 12th A.D. 1885, at 2 o'clock P.M. and pursuant to its command, on the 19th day of Sept. A.D. 1885, I served the same by leaving a true copy with endorsements thereon at the usual place of residence of the within named defendants, Eliza J. Laughery Elisha K. Laughery, Melissa E. Laughery Angeline M. Laughery and Samuel Wm. Adair. And by handing a true copy with endorsements thereon, to the defendant, Daisy A. Laughery.

Service — $1.05
Mileage — 1.60
Copy — 1.66
Total — 4.25

Sheriff's fee.

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

Entry 1885.

Margaret A. Widner, Plaintiff.
vs.
Eliza J. Laughlety, et. al. Defendants.

Entry. Filed Nov. 2, 1885.

This day this cause came on for hearing and the defendants being in default for answer or demurrer and the Court being fully advised in the premises the Court find that the said Elisha Laughlety 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 Elisha Laughlety, deceased and that she is entitled to have her dower in said premises assigned and set off to her as prayed in her said petition. It is 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. J. Morgan Samuel Scott T. Gantt, three judicious disinterested men of the vicinity in the said County, who are not of kin to either of the parties 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

Return.

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appraised of the yearly net value of said real estate estimate from the 1st day of November 1884 to the day of such assignment of dower the said commissioners and the said Sheriff make return without necessary delay. Also for said Sheriff and said commissioners to make and return a true description of said premises.

On the 2d day of October, A.D. 1885, the following Writ of Dower was issued by the Clerk of said Court, to-wit:

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 A.S. Morey, S.B. Scott and T.F. Gantt you cause to be set off and assigned to Margaret A. Nidever, widow of Isaac Daugherty, late of said County, deceased, one third part of the following real estate, situate in the County of Union and State of Ohio. Being one hundred acres of the north end of Survey No. Five thousand four hundred and seven in the Virginia Military District as called survey in the name of Baylor Hill for 328 acres, excepting 30 acres now owned by D Sherman; and also including 30 acres, part of Survey No. 5576 and being the same conveyed by James Siebold to John Daugherty, January 2d 1833. the entire tract of land, containing 100 acres and being 70 acres in Survey No. 5507 and 30 acres in Survey No. 5506. John Daugherty conveyed 50 acres of the above described premises to Hiram Daugherty Nov. 3d 1868, and devised the remaining 50 acres to him by will Dated June 21st 1869, in pursuance of an order made in the said Court of Common Pleas within and for the said County of Union, in a certain petition for dower, wherein the said Margaret A. Nidever, petitioner, and Eliza J. Daugherty, Elihu B Daugherty, Melissa A. Daugherty Angeline Daugherty, Daizy A. Daugherty and Samuel Daugherty above 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 upon proceedings on the premises, you distinctly certify under your hand to our said Court forthwith. And have you then there this writ. Witness my name, and the seal of the said Court, at Marysville, this 2d day of October, A.D. 1885.

J. C. Burgner, Clerk.

Sheriff's Return.

Return.

As commanded by this writ, I have, by the oaths of T.F. Gantt, S.B. Scott and A.S. Morey, three judicious, disinterested men of the vicinity, who are not of kin to either of said parties, I have caused to be set off and assigned to the within named Margaret A. Nidever her dower estate, as shown by the report of the commissioners hereto attached. Sworn under my hand this 4th day of November, A.D. 1885.

Sheriff.

Margaret A. Widener
vs
Eliza J. Laughery, et al

Union County, ss.
Court of Common Pleas.
Dower.

According to the command of the writ of Dower in the case issued and to us called by 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 Margaret A. Widener as her dower estate in the said lands mentioned and described in this writ, the following tract, to-wit: Part of Survey No. 5507. Beginning at a stone in the centre of the Shumaman and Mackling Road and south east corner to the lands of D. Shumaman; thence with the east line of said lands N. 8° W. 34 poles to a stake; thence N. 82° E. 13 poles to a stake; thence S. 8° E. 34 poles to a stake in the centre of said road; thence with the centre of the same S. 82° W. 13 poles to the beginning, containing 3+ acres more or less. and by the metes of the same more the speedy value of the real estate within described is justly and truly appraised at $2.00 pr acre after deducting necessary expenses. Given under our hands this 3d day of November, A.D. 1883.

Some F. Grant
A. B. Scott
A. A. Mowry
Commissioners.

Fees and Costs.

F. F. Grant, Commissioner — 1 day	pd.	$1.00
A. B. Scott, " " "	pd.	1.00
A. A. Mowry, " " "		1.00
Samuel McMahon, Chain carrier	pd.	1.00
Frank L. Boylitter, " "		1.00
Adam Widener, marker	pd.	1.00
A. A. Mowry, Surveyor		3.00
Total Sheriff's fee,		1.66
" Commissioner's fee,		9.00

Entry

Margaret A. Widener
vs
Eliza J. Widener, et al.

Entry.

This cause came on for hearing upon the return of the Sheriff and of the commissioners herein of the 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 Margaret A. Widener have and possess the lands so assigned to-wit: Being part of Survey No. 5507, beginning at a stone in the centre of the Shumaman and Mackin Road and south-east corner to the lands of D. Shumaman; thence with the east line of said lands N. 8° W. 34 poles to a stake; thence N. 82° E. 13 poles to a stake; thence S. 8° E. 34 poles to a stake in the centre of said road; thence with the centre of the same S. 82° W. 13 poles

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to the place of beginning, containing 34 acres, more or less as and for her reasonable dower in said premises.
It is further ordered by the Court that the said Samuel Wise, Guardian for said children pay one-half of the costs and one-half the attorney fees and that the said Margaret A. Weidner pay one-half of the costs and one-half the attorney fees.

Said costs being ---------- $23.68
Said attorney fees being ---------- 25.00
$48.68

It is therefore ordered and adjudged that said expenses be paid as above and execution awarded for the same.

T. B. Benton, Attorney.

On the 22d day of December, 1885. the preceding entry was made on the Journal by the Clerk of said Court.

Attest J. D. Burgner Clerk

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union and 3d Sub-Division of the 10th Judicial District of the State of Ohio, as it was begun and held at the Court House in the Town of Marysville on the 22d day of February, in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 6th day of February 1886, the following petition was filed with the Clerk of said Court, to-wit:

George Gibson, Plaintiff
vs.
Edgar Rogers and
Elizabeth Rogers, Defendants.

Petition.
502.

Court of Common Pleas
Union County, Ohio.
Petition

The plaintiff says: First cause of action: He has a legal estate in and is entitled to the possession of the following described premises situate in the County of Union and State of Ohio and in the village of Marysville and bounded and described as follows: Beginning at the N.E. corner of a lot heretofore conveyed by George Gibson to Scott Alexander (now owned by W.W. Merchant): thence east with Fourth Street 52 feet to a stake; thence South, parallel with the east line of said Scott Alexander lot ten rods to a lot now owned by Hosea Finch; thence with Hosea Finch's North line West to the South-East corner of said Scott Alexander lot. 2d The defendants ever since the 1st day of April A.D. 1883 have unlawfully kept the plaintiff out of possession of said premises. 3d The plaintiff asks judgment for the delivery of the possession of said premises to him and for all proper relief.

A. V. Carpenter, Atty for Plaintiff.

The State of Ohio, Union County, ss. } George Gibson, the above named plaintiff being first duly sworn says that the facts stated and allegations contained in the foregoing petition are true, as he verily believes.

G. Gibson

Sworn to by George Gibson before me and signed by him in my presence, this 6th day of February A.D. 1886.

J.D. Burgner, Clerk.

Praecipe. To Clerk:

Issue summons for defendants, returnable according to law. Indorse "Action for equitable relief."

A.T. Carpenter, Atty for Plaintiff

On the 10th day of February 1886 the following summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio, Union County, ss. } Summons.

To the Sheriff of the County of Union, Greeting:

We command you to notify Edgar Rogers and Elizabeth Rogers that they have been sued by George Gibson in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of March A.D. 1886, the petition of said plaintiff George Gibson 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 February A.D. 1886. Witness my hand and the seal of said Court, this 6th day of February A.D. 1886.

J.D. Burgner, Clerk.

Indorsed. In action for equitable relief.

Return. The State of Ohio, Union County, ss. } Sheriff's Return.

Received this writ February 6th 1886 at 4 o'clock P.M. and pursuant to its command, on the 9th day of February A.D. 1886, I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendant Edgar Rogers and by handing a true copy of this summons with the endorsements thereon to the defendant Elizabeth Rogers.

Service. -- $.75
Mileage -- .16
Copy ---- .10
Total ---- $1.01

Sheriff's fees.

Wm. Hopkins, Sheriff.
By A.H. Goodwine, Deputy.

On the 6th day of March, 1886, the following answer was filed with the Clerk of said Court, to-wit:

Answer. George Gibson, Plaintiff. vs. Edgar Rogers and Elizabeth Rogers, Defendants.

In the Court of Common Pleas of Union County, Ohio.

Answer.

Now comes Edgar Rogers and for his answer to plaintiff's petition says: That he denies each and every allegation in said petition contained. Therefore said

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Petition 5002

Robert ... Elizabeth... Harriett... Charles E... Harriett... Jacob V... and Re... Bellus... simple... Daniel...

Edgar Rogers prays the Court to dismiss this action at plaintiffs costs and for all proper relief.

T. B. Benton, Attorney.

State of Ohio. }
Union County ss. } Edgar Rogers, defendant, being first duly sworn says that the facts stated and allegations contained in his foregoing answer are true as he verily believes.

E. Rogers.

Sworn to by Edgar Rogers and signed by him in my presence, this 6th day of March A. D. 1886.

J. L. Burgner, Clerk.

On the 25th day of March A. D. 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

George Gibson
vs.
Edgar Rogers, et. al. } This day this cause came on to be heard upon the pleadings and the evidence. On consideration whereof, and the Court being fully advised in the premises, finds that said plaintiff is the owner and entitled to the possession of the premises described in the petition, for which a writ of possession is awarded to plaintiff. By agreement of parties, execution is to be stayed until April 15th 1886, all at the costs of defendants, taxed at $ for which execution is awarded.

Attest: J. L. Burgner Clerk.

Pleas before his Honor, John A. Price, Judge of a Court of Common Pleas within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Be it remembered, to-wit: On the 9th day of January, 1886, the following petition was filed with the Clerk of said Court, to-wit:

Petition 5002

Frank A. Bellus, Plaintiff
vs.
Robert F. Cross, George P. Cross, Elizabeth Nash, Marietta Park, Harriett E. Cross, John B. Cross, Charles E. Bellus, Mabel Bellus, Harriett E. Bellus, Phoebe J. Cross, Jacob V. Nash, Thomas E. Park and Rosa L. Cross; Defendants.

Court of Common Pleas.
Union County, Ohio.

Petition.

The said plaintiff, Frank A. Bellus says he has a legal right to and is seized in fee simple as a grandson and one of the heirs at law of Daniel G. Cross, deceased, of the undivided one-twenty-eighth

part of the following real estate, situated in the said County of Union and State of Ohio and bounded and described as follows: Being part of Survey No. 5503 Beginning at two elms, one cut down, the south-east corner of said Survey; thence N. 10° W. 193⅝ poles, crossing the road at 162⅝ poles to a stake; thence S. 81¾° W. 237⅝ poles to 4 beaches cut down; thence S. 10° 12' E. 193⅞ poles to a stake in Westlake's line; thence with the original line and the line of Jewell and Westlake N. 81¾° E. 236⅞ poles to the place of beginning, containing 286 17/160 acres. The defendant, Rhoda J. Cross is the widow of Daniel D. Cross and is entitled to dower in said premises. The defendants, Robert T. Cross, George P. Cross, Elizabeth Nash intermarried with Jacob C. Nash. Marietta Oak intermarried with Thomas C. Oak. Harriett H. Cross John B. Cross Charles E. Bellos Mabel Bellos Harriett D. Bellos are tenants in common with plaintiff in said premises, subject to said dower in the following proportions (being the only heirs of Daniel D. Cross, deceased) Robert T. Cross one-seventh part, George P. Cross one seventh part, Marietta Oak one-seventh part, Elizabeth Nash one seventh part, Rosa L. Cross, assignee of John B. Cross, one-seventh part, Harriett H. Cross one-seventh part, Charles E. Bellos one-twenty-eighth part Mabel Bellos one-twenty-eighth part, Harriett D. Bellos one twenty-eight part; all of whom are living in the State of Ohio, except Robert T. Cross, who resides in Cellowa State of Kansas. The plaintiff, Frank A. Bellos, Charles E. Bellos, Mabel Bellos Harriett D. Bellos, who reside at Marshalltown, State of Iowa. The plaintiff therefore prays that publication be made to said defendants, who reside out of the State of Ohio and that the dower of said Rhoda J. Cross may be assigned to her and that partition of said premises may be made in such manner as may be equitable and just. And if said lands cannot be divided without manifest injury, then that the same, be duly appraised advertised and sold, according to law, and the proceeds divided as may be equitable, as the statutes in such case provide and for all other proper relief.

Cameron & Woodburn,
Attys for Plaintiff.

The State of Ohio, }
Union County, ss. } Woodburn being duly sworn says he is one of the Attorneys of the above named Frank A. Bellos, duly authorized in the premises; that the said Frank A. Bellos is not a resident of Union County and is now absent from said County of Union, and that the facts stated and allegations in the foregoing petition are true as affiant believes.

R. L. Woodburn

Sworn to before me and subscribed in my presence, this 9th. day of January 1886.

J. L. Seagrew, Clerk.
By W. M. Wright, Deputy.

Praecipe. Clerk:

You Rhoda J. Cross, Rosa L. Cross, Harriett H. Cross, John B. Cross, Eliza Nash and Jacob C. Nash, issue summons to Sheriff of Union County. Endorse Partition of the "Daniel D. Cross" farm so known in Union County, Ohio.

Cameron & Woodburn.

Summons.

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To Marietta Park and Thomas C. Park issue summons to Sheriff of Franklin County, Ohio. Endorse Partition of the "Daniel G. Cross" farm, so known in Union County, Ohio.

Cameron & Kindborn.

Frank A. Bellos vs. Robert T. Cross, et. al. } Court of Common Pleas, Union County Ohio.

We the undersigned defendants do hereby waive the issuing of Summons and service the same in the above case and do hereby enter our appearance, in order to save costs, waiving no rights, except to enter our appearance in the above case. Geo. P. Cross.

On the 16th day of January 1886, the following summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio, Union County, ss. } Summons.

To the Sheriff of the County of Union, Greeting:

We command you to notify Rhoda G. Cross, Asa L. Cross, Harriett H. Cross, John B. Cross, Elizabeth Nash and Jacob V. Nash that they and others have been sued by Frank A. Bellos, in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of February A. D. 1886, the petition of said plaintiff, Frank A. Bellos 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 25th day of January A. D. 1886. Witness my hand and the seal of said Court, this 16th day of January A. D. 1886.

J. D. Burgner, Clerk.

In action for Partition of the Daniel G. Cross farm in Union County, Ohio.

Return. The State of Ohio, Union County, ss. } Sheriff's Return.

Received this writ January 16th 1886, at 4 o'clock P. M. and pursuant to its command, on the 21st day of January A. D. 1886, I served the same by handing a true copy of this summons with the endorsements thereon to the within named defendants Rhoda G. Cross, Asa L. Cross and Harriett H. Cross and by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendants, John B. Cross, Elizabeth Nash and Jacob V. Nash.

Sheriff's fees. Service --- $1.05
Mileage --- .16
Copy --- 1.20
Total --- 2.41

Dn. Hopkins, Sheriff.
By A. H. Lindsay Deputy.

Also on the 16th day of January A. D. 1886, 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 Franklin, Greeting:

We command you to notify Marietta Park and Thomas C. Park that they and others have been sued by

Frank A. Bellus in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of February A.D. 1886 the petition of said plaintiff, Frank A. Bellus 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 in the 25th day of January A.D. 1886. Witness my hand and the seal of said Court, this 16th day of January, A.D. 1886. J. D. Burgoyne, Clerk.

In action for partition of the "Daniel B. Cross" as known in Union County Ohio.

Return

The State of Ohio, } Sheriff's Return.
Franklin County ss. } Received this writ January 16th A.D. 1886, and pursuant to its command, on the 23d day of January A.D. 1886, I served the same by delivering to Emerilla Park, personally, a true certified copy of this writ with all the endorsements thereon and on the same day I served the same on Thomas C. Park by leaving a true and certified copy of the writ with all the endorsements thereon at his usual place of residence.

Service — $1.75
Mileage — 6
Copy — .75
Total — 2.74

Sheriff's Fees.

W. H. Burke, Sheriff of Franklin County.
By M. S. North, Deputy.

On the 26th day of January 1886, the following waiver of notice was filed with the Clerk of said Court, to-wit:

Waiver of Notice

Frank A. Bellus, Plaintiff
vs.
Robert F. Cross, et. al. Defendants

To the Court of Common Pleas of Union County, Ohio.

The undersigned Robert F. Cross, defendant in the above case hereby waives the issuing and service of summons and publication of notice in this case and enters his appearance therein, this 20th day of January 1886.

Robt. F. Cross.

Afterward on the 27th day of January, 1886 the following waiver of notice was filed with the Clerk of said Court, to-wit:

Waiver of Notice

Frank A. Bellus, Plaintiff
vs.
Robert F. Cross and others, Defendants.

To the Court of Common Pleas of Union County.

Waiver of Notice.

The undersigned, Harriet D. Bellus, Charles F. Bellus and Mabel Bellus, defendants in the above action hereby waive the issuing and service of summons and publication of notice in this case and enter their appearance herein and consent to the partition as prayed for in said petition, January 25th 1886.

C. E. Bellus
Mabel Bellus
Hattie D. Bellus

Answer

On the 20th day of February 1886, the following Answer was filed with the Clerk of said Court, to-wit:

Frank A. Bellus, Pltff.
vs.
Robert F. Cross, et. al.

Court Common Pleas, Union County, Ohio.

Answer

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to the petition in the above case says: That she is the widow of Daniel D. Cross, deceased and as such is entitled to dower in the premises in the petition described. But the defendant says she hereby waives the assignment of dower to her by metes and bounds and asks the Court that if said lands be sold at Partition Sale that the same be sold free of dower and that the Court allow her in lieu thereof such sum of money out of the proceeds of the sale as the Court deems the just and reasonable value of her dower interest; her age, seventy three years.

Cameron & Nordhem

State of Ohio, }
Huron County, ss. } Phoebe G. Cross, being first duly sworn says the facts stated in the foregoing answer are true as she believes.

Phoebe G. Cross.

Sworn to before me by Phoebe G. Cross and by her signed in my presence, this 20th day of February, 1880.

L. Piper, Notary Public

Entry.

On the 22d day of February 1880 the following entry was made on the Journal by the Clerk of said Court, to-wit:

Frank A. Bellas }
vs. } Now came the plaintiff herein by
Robert F. Cross et. al. } his attorney 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 or demurrer and that the said petition is thereby confessed by them to be true. Thereupon the Court find that the said plaintiff, Frank A. Bellas is seized of and has a legal right to the undivided one-twenty-eighth 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 with the said plaintiff in the said premises in the following proportions, to-wit: The said Robert F. Cross is seized of and has a legal right to the undivided one-seventh part. The said George R. Cross to the undivided one-seventh part thereof, Marietta Park, the undivided one-seventh part thereof, Rosa L. Cross, assignee of John B. Cross, the undivided one-seventh part thereof, Harriet H. Cross the undivided one-seventh part thereof, Charles E. Bellas to the undivided one-twenty-eighth part thereof, Mabel Bellas to the undivided one-twenty-eighth part thereof, Harriett D. Bellas to the undivided one-twenty-eighth part thereof, to Elizabeth Nash the undivided one-seventh part 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 the said County of Huron commanding

him that by the oaths of Robert Robinson, Albert S. Heaphanan and C. Houston, three judicious and disinterested free holders 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 herein before severally found entitled. The Court further finds the the said Phebe G. Cross is entitled to dower in said premises, described in plaintiff's petition and that she has filed an answer waiving the assignment of dower to her by metes and bounds and that the same may be sold free of dower, reserving her right out of the purchase money: also that if said estate is partitioned, that the same within named commissioners, by their like oaths set off and assign such dower to the said Phebe G. Cross, according to law, the full one-third. 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, they appraise the same both subject to and also free from the dower of the said Phebe G. Cross, and of his proceedings herein, the said Sheriff is ordered to make due return without unnecessary delay.

On the 22d day of February 1886 the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition

The State of Ark.,
Arroya County, ss.

Writ of Partition.

To the Sheriff of said County - Greeting:

We command you, that without delay, by the oaths of Robert Robinson, Albert S. Heaphanan and Christopher Houston you cause partition to be made of the following described premises, situate in the County of Arroya and State aforesaid, to-wit:

Being part of Survey No. 5303. Beginning at two elms - one cut, down the south-east corner of said survey, thence N. 10° 1' W. 139⅗ poles crossing the road at 162½ poles to a stake; thence S. 81¾° W. 23⅞ poles to 4 beaches, cut down; thence S. 10° 12' E. 143⅗ poles to a stake in Westlake line; thence with the original line and the line of Jewell Westlake N. 81¾° E. 236⅘ poles to the place of beginning, containing 286 176/180 Acres, among the persons named herein, and on the following proportions, to-wit:

To Robert F. Cross - - - - - 1/7 part,
to George P. Cross - - - - - 1/7 part,
to Marietta Park - - - - - 1/7 part,
to Elizabeth Nash - - - - - 1/7 part,
to Rose L. Cross, assignee of John B. Cross - - - - - 1/7 part,
to Harriett H. Cross - - - - - 1/7 part,
to Charles E. Bellus - - - - - 1/28 part,
to Mabel Bellus - - - - - 1/28 part,
to Harriett D. Bellus - - - - - 1/28 part,
to Frank A. Bellus - - - - - 1/28 part,

in pursuance of an order lately made in our Court of

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Common Pleas, within and for the said County of Union in a certain petition for partition, wherein the said Frank A. Bellus, petitioner, and the said Robert F. Ferris et. al. 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, O., this 22d day of February A. D. 1886. Seal J. D. Burgner, Clerk.

Return

Sheriff's Return

As commanded by the foregoing writ of partition, I have executed the same by the oaths of Robert Robinson Albert S. Chapman and Charles Houston, causing said partition to be made, as will appear by the report of the commissioners, herewith returned. Given under my hand this 23d day of February A. D. 1886.

Sheriff's fees - - - $3.37
Com. fee - - - - - $3.00

Wm. Hopkins, Sheriff.

Report

Commissioners' Report.

We, first upon actual view of the premises, are of the opinion that the said lands cannot be divided without manifest injury; and we do estimate the value of the same at Eighty (80) Dollars per acre. Given under our hands, this 23d day of February, A. D. 1886.

A. S. Chapman
C. Houston
Robt Robinson
} Commissioners.

On the 23d day of February, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Frank A. Bellus
vs.
Robert F. Ferris et al.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners, heretofore appointed herein, and on the motion to confirm the same. And it appearing that said estate cannot be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises, free from the dower of the said Rhoda G. Ferris in the sum of Eighty Dollars per acre, the Court find the said return and proceedings in all reports correct and in conformity to law and do therefore approve and confirm the same. And therefore, neither of said parties electing to take the said premises at their appraised value, and the said Rhoda G. Ferris, having by her answer waived her dower by metes and bounds, and asked that in lieu thereof it be paid in money on motion of the plaintiff, it is ordered that said premises be sold at

public auction according to law, free of the dower of the said Phoebe J. Cross. And that an order issue therefor to the Sheriff of Union County. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

On the 23d. day of February A.D. 1886, the following order of sale in partition was issued by the Clerk of said Court, to-wit:

Order of Sale in Partition.

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 February Term, A.D. 1886 in a certain petition for partition, now pending in said Court, wherein Frank A. Bellas is petitioner, and, Robert T. Cross, George P. Cross, Marietta Park, Elizabeth Nash, Rosa L. Grass as assignee of John B. Cross, Harriett H. Cross, Charles E. Bellas, Mabel Bellas & Harriett D. Bellas respondents, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit: Being part of Survey No. 3503, Beginning at two elms - one cut down - the south-east corner of said Survey; thence N. 10° 1' W. 193⅘ poles, crossing the road at 162⅘ poles to a stone; thence S. 81¾° W. 237½ poles to 4 beaches cut down; thence S. 10° 12' E. 193⅘ poles to a stake in Westlake line; thence with the original line and the line of Jewell Westlake N. 81¾° E 238⅘ poles to the place of beginning, containing 286 176/160 Acres. Appraised at $80.00 per acre; 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 and there this writ. Witness my hand and the seal of the said Court, at Marysville, O. this 23d. day of February A.D. 1886.

J. P. Bunger, Clerk.

Return.

Sheriff's Return.

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and in general circulation in Union County, Ohio; and on the 27th day of March A.D. 1886, at 1½ o'clock, 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 James W. Robinson, who bid for the same the sum of Sixteen Thousand Seven Hundred and Eighty two and 5/10 Dollars, said sum being more than two-thirds the appraised value: and he being the highest and best bidder was declared the purchaser.

M. Hopkins, Sheriff.
Union County, Ohio.

Sheriff's fees.

Service	30
Copy to Printer	30
Poundage	51.96
Mortgage &c.	3.25
Total	$55.81
Printer's fees	$14.25

On the 5th day of April, 1886, the following proof of publication was filed with the Clerk of said Court, to-wit:

Sheriff's Sale.

Court Common Pleas, Union County, O.

Frank A. Bellus
vs.
Robert F. Lewis, et al. } Ow Partition

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, State of Ohio, I will offer at public sale at the north door of the Court House, in Marysville, Ohio, on Saturday, March 27 A.D. 1886, 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 Paris, County of Union, State of Ohio, and bounded and described as follows: Being part of Survey No. 5503, beginning at two elms, one cut down, the south-east corner of said Survey; thence north 10° 1' west 193 3/10 poles crossing the road at 162 3/10 to a stake; thence south 81 3/4 west 239 3/10 poles to four beaches cut down; thence south 10° 12' east 193 3/10 poles to a stake in Westlake's line; thence with the original line and the line of Jewell Westlake north 81 3/4 east 236 3/10 poles to the beginning, containing 286 7/10 acres. Appraised at $30. per acre. Terms of Sale - One-third cash, one-third in one year, and one-third in two years, the deferred payments to be secured by mortgage on the premises.

Marion Hopkins, Sheriff of Union County.

Cameron & Woodburn, attorneys. February 24, 1886 - 5w - pd $11.25

The State of Ohio,
Union County, S.S. } 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 Feb. 24, 1886.

John A. Shearer

Sworn to and subscribed before me, this 5th day of April 1886.

J. D. Burgner, Clerk.

On the 6th day of April A.D. 1886, the following Answer was filed with the Clerk of said Court, to-wit:

Court of Common Pleas, Union County, Ohio.

Frank A. Bellus
vs.
Robert F. Lewis, et al. } Answer.

Now comes George W. Lewis, Administrator of the estate of Daniel E. Lewis, deceased and for his answer says that in the September Term of the Court of Common Pleas in the year 1884 he took judgment against George P. Lewis, one of the legal heirs of Daniel E. Lewis, deceased for the sum of Ten hundred and fifty four Dollars with 8 % interest from October 1st 1884; and that there is now due on said judgment, principal and interest Eleven hundred and Eighty Dollars and forty eight cents and two 50/100 Dollars costs. In all $1183.48/100

which sum the said Administrator ask the Court to order the Sheriff to pay out of the sum due and to become due, the said George O. Cross from the said estate of Daniel E. Cross.

Cameron & Woodburn,
Attys for said Admr.

State of Ohio, Union County, Ohio.

George W. Coutts being sworn says that the facts stated in this foregoing answer are true as he verily believes.

G.W. Court.

Sworn to before me and subscribed in my presence this 6th day of April 1886.

J.D. Burgner, Clerk.

On the 7th day of April, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Frank A. Bellers
vs. } No. 5002.
Robert F. Cross et al.

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, J.W. Robinson, free of the dower of the said Phebe J. Cross; and the said Phebe J. Cross, having by her answer elected to receive in lieu of her dower, its value in money, the Court find the just and reasonable value thereof to be Seven hundred and ninety seven & 67/100 Dollars. It is further ordered that out of the proceeds of said sale the Sheriff pay, first, to the Treasurer of Union County, Sixty two & 1/100 Dollars, being the taxes and penalty due on said premises. Secondly to the Clerk of this Court the costs of this action, including a counsel fee of Two hundred and seventeen & 82/100 Dollars to Cameron & Woodburn for their services in all herein, taxed at $304.25 Thirdly, To the said Phebe J. Cross, the said sum of $697.67 as and for her full dower in trust in the said premises, to be paid as follows: $565.68, cash - two notes due in one and two years - each calling for $565.68 with interest.

Fourthly, and of the residue of the proceeds of said sale to the plaintiff, Frank A. Bellers one twenty-eight part of the cash proceeds to-wit: the sum of $166.33 - also two notes due in one and two years, each calling for $179.61 To the said defendant, Mabel Bellers, one twenty-eighth of the cash proceeds, to-wit: the sum of $166.33 - also two notes due in one and two years, each calling for $179.61 To the defendant Harriett D. Bellers one twenty-eighth of the cash proceeds, to-wit: $166.33 - also two notes due in one and two years, each calling for $179.61 To the defendant, Charles E. Bellers one twenty-eight part of the cash proceeds to-wit: the sum of $166.33 - also two notes due in one and two years - each calling for $179.61. To Rose L. & John B. Cross one-seventh of the cash proceeds to-wit: the sum of $665.30 - also two notes

due in one and two years - each calling for $718.44 To Henrietta Crack one-seventh of the cash proceeds, to-wit: the sum of $665.30 - also two notes due in one and two years, each calling for $718.44. To Elizabeth Nash one-seventh of the cash proceeds, to-wit: the sum of $665.30 - also two note each calling for $718.44 due in one and two years. To Robert F. Cross, one-seventh of the cash proceeds to-wit: the sum of $665.30, also two notes each calling for $718.44 due in one and two years - To Harriett H. Cross one-seventh part of the cash proceeds, to-wit: the sum of $665.30 - also two notes due in one and two years each calling for $718.44 - also the Court find there is due George P. Cross out of the cash proceeds, to-wit: the sum of $665.30, also the sum of 1436.88 to be paid in two equal payments, due in one and two years. It is further ordered that the Sheriff pay to George W. Cowles, the amount due George P. Cross and out of the cash proceeds $665.30 - also note due in one year, calling for $517.13, being the amount, including costs, due in full as set forth in answer of George W. Cowles, Admr. of the Estate of Daniel B. Cross, against George P. Cross. And there is still due said George P. Cross from the estate of Daniel B. Cross the sum of $919.15 to be paid as follows: One note calling for $200.71 due in one year - also note calling for $718.44 due in two years - all of said notes to bear six per cent interest from 1886. And it appearing that B.L. James sowed some wheat on said farm during his lease, without any arrangement with the owners of the land, and said purchaser, agreeing to let said James have his reasonable share of the said wheat when harvested, the balance is to belong to said purchaser of the land if he shall not plow up the land sown on wheat.

Attest. J.Q. Burgum Clerk.

Pleas before his honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 6th day of February, 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition 5132

The Farmers Bank, Plaintiff
Against
Cassius M. Herd, Ella, Herd, John M. Laird and W. L. Curry, Defendants.

In the Court of Common Pleas of Union County, Ohio.

Petition.

The plaintiff says. That it is a partnership formed for the purpose of doing business in said State of Ohio and unincorporated. That cause of action: The defendant Cassius M. Herd is indebted to said plaintiff in the sum of Six 95/100 dollars with six per cent interest thereon from April 1st 1884, and Six and 95/100 dollars with six per cent interest thereon from April 1st 1885; as interest due and unpaid on a promissory note, of which the following is a copy, with all credits and indorsements.

"$105.83 1/3 100. Marysville, O, January 7th 1882.
"April 1. A.D. 1884, after date I promise to pay to the order of W. L.
"Curry One hundred & five & 83 1/3 dollars at 6 pr cent from April 1st
"1882. Interest payable annually, value received.
No 5 "Cassius M. Herd."
Indorsed: "W.L. Curry". "Paid March 3/83 Six & 35/100 dollars interest to April 1, 1883."

Second cause of action: The defendant Cassius M. Herd is indebted to said plaintiff in the sum of twelve and 70/100 Dollars with interest on six and 35/100 dollars from April 1st 1884 and interest on Six and 35/100 dollars from April 1st 1885 at six per cent, on a promissory note, of which the following is a copy with all credits and indorsements.

"$105-83 1/3 100 Marysville, O, January 7, 1882.
"April 1st A.D. 1884 after date I promise to pay to the order of W.L.
"Curry, One hundred & five & 83 1/3 100 dollars at 6 pr cent from April" 1884.
"Interest payable annually, Value received.
No. 6 "Cassius M. Herd."
Indorsed: "W.L. Curry". "Paid March 3/83 Six 35/100 dollars interest to April 1/83."

Third cause of action: The defendant Cassius M. Herd is indebted to plaintiff in the sum of Twelve & 70/100 Dollars with six per cent interest on $6 85 from April 1st 1884 and six per cent interest on $6 86 from April 1st 1885 on a promissory note, of which the following is a copy with all credits and indorsements.

"$105-83 1/3 100 Marysville, O, January 7, 1882.
"April 1st AD. 1888 after date I promise to pay to the order of W.L.
"Curry, One hundred and five & 83 1/3 100 Dollars at 6 pr interest from
"April 1" 1882. Interest payable annually. Value received.
No 7 "Cassius M. Herd."
Indorsed: "W.L. Curry". "Paid Mch. 3/83, Six & 35/100 Dollars int. to April 1/83".

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Plaintiff says it is now the legal owner and holder of all of said notes as set forth in its first, second and third causes of action herein. That it purchased the same before due for a full, fair and valuable consideration.

Fourth cause of action. At the time of delivering said notes and to secure the payment of the same and the interest thereon the said defendants Cassius M. Herd and Ellen Herd duly executed and delivered to said W. L. Curry their mortgage deed, conveying the following premises: Situate in the County of Union in the State of Ohio, and in the Township of Liberty and in U. M. Survey No. 5729 and bounded and described as follows, viz: Beginning at a stone (in place of two sugar trees) north-west corner to said Survey No. 5729, thence with the west line of said Survey S. 8¾° E. 15 50/100 poles to a stone, corner to B. Johnson's land, thence with the north line of said land N. 82° E. 21 32/100 poles to a stake, hickory and bur-oak, thence N 8¾° W. 15 50/100 poles to a stone in the north line of said Survey No. 5729, thence with said line S. 82° W. 21 32/100 poles to the beginning, containing 21 acres of land, more or less."

Said mortgage was conditioned: "That if said Cassius M. Herd or any one for him shall pay or cause to be paid unto the said W. L. Curry his six promissory notes of even date herewith as follows:

$105-83 1/3/100 Due April 1st 1883 @ 6% int. from April 1st 1882 payable annually.
$105-83 1/3/100 Due April 1st 1884 @ 6% int. from April 1st 1882, payable annually.
$105-83 1/3/100 Due April 1st 1885 @ 6% int. from April 1st 1882, payable annually.
$105-83 1/3/100 Due April 1st 1886 @ 6% int. from April 1st 1882, payable annually.
$105-83 1/3/100 Due April 1st 1887 @ 6% int. from April 1st 1882, payable annually.
$105-83 1/3/100 Due April 1st 1888 @ 6% int. from April 1st 1882, payable annually.

then said mortgage to be void."

On the 20th day of January 1882 at 1¾ o'clock P. M. said mortgage was duly left for record at the recorder's office of Union County, Ohio, and was duly recorded in book 17 page 281 of his records. The said defendant, John M. Laird claims to own or of said notes and said defendant W. L. Curry either individually or as a partner in the firm of Robinson, Curry & Co., claims some interest in said premises or lien thereon. Plaintiff therefore, asks judgment against said defendants Cassius M. Herd in said sum of thirty eight and 00/100 dollars with 6% interest on $19.00 from April 1st 1884 and 6% interest on $19.00 from April 1st 1885, and that said premises may be sold and the proceeds applied to the payment of said judgment and indebtedness and for all other and proper relief in the premises.

Broderick & Mc Cambbell.
Attys for Plaintiff.

The State of Ohio, County of Union ss. } Chas W. Southard, one of the firm composing said plaintiff, being sworn makes oath that the facts

in the foregoing petition are as affiant believes true.
Chas. W. Southard, Cas.

Sworn to by said Chas. W. Southard before me and signed by him in my presence, this 6th day of February A.D. 1886.
J.D. Burgner, Clerk.

Praecipe — Clerk:

Issue summons to the within-named defendants to Sheriff of Union County, Ohio, returnable according to law: Indorse "Judgment $35.00 @ 6% int. on $19.00 from April 1st 84 and 6% int. on $19.00 from April 1st 1885 and foreclosure of mortgage."
Bostick & McCampbell,
Attorneys for Plaintiff.

On the 6th day of February A.D. 1886, the following summons was issued by the Clerk of said Court, to-wit:

Summons — The State of Ohio, Union County, ss. } Summons.
To the Sheriff of the County of Union, Greeting:
We command you to notify Cassius M. Herd, Ella Herd, John M. Laird and W.L. Curry that they have been sued by The Farmers Bank in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of March A.D. 1886 the petition of said plaintiff, The Farmers Bank 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 February A.D. 1886. Witness my hand and the seal of said Court, this 6th day of February A.D. 1886.
Seal
J.D. Burgner, Clerk.

Indorsement: Action for foreclosure of mortgage. Amt judgment $38.00 @ 6% int. on $19.00 from April 1st 84 and 6% int. on $19.00 from April 1st 1885.

Return — The State of Ohio, Union County, ss. } Sheriff's Return.
Received this writ February 6th 1886, at 10 o'clock P.M. and pursuant to its command, on the 13th day of February A.D. 1886, I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendants, Cassius M. Herd & John M. Laird and by handing a true copy of this summons with the endorsements thereon to the within named defendants Ella Herd and W.L. Curry.

Sheriff's fees:
Service --- $.75
Mileage --- 2.70
Copy --- .80
Total --- 3.95

Wm. Hopkins, Sheriff.
By A.N. Goodwin, Deputy.

Entry — On the 12th day of March 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

The Farmers Bank.
vs
Cassius M. Herd et al.

Entry.

This day this cause came on for hearing on the petition of said plaintiff, and the evidence, the Court

find that the defendants have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendants Cassius M. Herd for interest on the notes set forth in the petition with interest thereon to the first day of this term (to-wit: February 22d 1886.) the sum of Forty one and 28/100 dollars, The Court further find that in order to secure the payment of said notes and the interest thereon, the defendants Cassius M. Herd and Ella Herd, his wife, executed and delivered to said W. S. Lewis (who duly assigned the same to this plaintiff) their mortgage as in the petition described; that said mortgage was duly recorded in book 17 page 281 of the records of mortgages of Carroll County and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the said defendant Cassius M. Herd the said sum of Forty one and 28/100 Dollars, with interest from February 22d 1886 and his cost herein expended. And it is further adjudged and decreed that unless the defendant, Cassius M. Herd 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 herein the sum so found due as aforesaid, with interest from the 22d day of February 1886, the defendants equity of redemption be foreclosed, and said premises be sold and that an order of sale issue therefor to the Sheriff of Carroll County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report, and report his proceedings in this Court for further order.

Attest. J. Q. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of the Court of Common Pleas within and for the County of Union, the 3d Sub Division of the 11th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to wit: On the 6th day of February A.D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Thomas O. Beatty
vs.
Jason N. Chapman

Court of Common Pleas,
Union County, Ohio.

Petition 5029.

Petition

Plaintiff says defendant is indebted to him upon a promissory note of which the following is a copy:

"$116.44 Richwood, O. Jan. 9th 1884.

"Four months after date we, or either of us agree to pay to T. O. Beatty or "bearer One Hundred and sixteen 44/100 dollars, at 8 per cent interest from "date, value received. "Jason N. Chapman."

There is due plaintiff from defendant on said note the sum of $116.44 with 8 per cent interest thereon from Jan. 9th 1884. Wherefore plaintiff prays judgment against said defendant for said sum of $116.44 and 8 per cent interest thereon from Jan. 9th 1884.

S. S. Gardner, Attorney for Plaintiff.

State of Ohio,
Union County, ss. } T. O. Beatty being duly sworn says he is the plaintiff in above case; that the facts and allegations in the foregoing petition contained are true as he verily believes. T. O. Beatty.

Sworn to and Subscribed before me, this 5th day of February, 1886.
W. J. Rucker, Notary Public.

Petition 4888

Praecipe. To Clerk:

Issue summons upon above petition to Sheriff of Union Co., returnable according to law. Amt. claimed $116.44 & 8 per cent int. from Jan. 9th 1884.

Summons. The State of Ohio, } Summons in Action for Money only.
Union County, ss. } To the Sheriff of the County of Union, Greeting:

We command you to notify Jason N. Chapman that he has been sued by Thomas O. Beatty in the Court of Common Pleas of Union County, and that unless he answer by the 6th day of March A. D. 1886 the petition of said Thomas O. Beatty 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 February A.D., 1886. Witness my hand and the seal of said Court, this 6th day of February A.D. 1886. at Marysville, O.

seal

J. D. Burgner, Clerk.

On the 6th day of February A.D. 1886, the preceding summons was issued by the Clerk of said Court.

T. O. Beatty
vs.
Jason N. Chapman

Union County Common Pleas Court

I hereby waive the service of the within summons on me and enter my appearance therein this 10th day of Feb. 1886.

Jason N. Chapman

Thomas P. Beatty
vs.
Jason N. Chapman

Now comes the plaintiff by his attorney 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 he is indebted to the plaintiff in the sum of $136.79 and interest at 8 per cent from the first day of this term. It is therefore considered by the Court that the said plaintiff recover of the said defendant the said sum of $136.79 and interest thereon at 8 per cent from the first day of this term and his costs, taxed at $

On the 10th day of March, 1886, the preceding entry was made on the Journals by the Clerk of said Court.

Attest: J. D. Brogner, Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, third Sub-Division of the tenth Judicial District of the State of Ohio, was begun and held at the Court House, in the Town of Marysville on the 22d day of February, in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 17th day of September, 1885, the following petition was filed with the Clerk of said Court, to-wit:

H. C. Fenner, Plaintiff
Against
M. P. Rice, Defendant

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Petition for Money.

Petition
+888

Plaintiff for his first cause of action, says: That on the 11th day of May, A.D. 1880, the said defendant, M. P. Rice, made and delivered to the plaintiff, H. C. Fenner his certain one promissory note, a true copy of which, with all credits and endorsements thereon is in the words and figures following, to wit:

May 11th 1880.

$158 55/100

One year after date I promise to pay to H. C. Fenner or order One Hundred and Fifty eight Dollars fifty five cents, for value received, with eight per cent from date till paid.

M. P. Rice.

That said promissory note is due, and no payments have been made thereon; That there is now due to plaintiff on said promissory note, from said defendant, the sum of one hundred fifty eight 55/100 Dollars, ($158.55/100), with interest on $158.55/100 thereof, at the rate of 8 per centum per annum, payable annually, from the 11 day of May, A.D. 1880, for which amount the plaintiff asks judgment.

The State of Ohio,
Union County, ss.

A. H. Kellerath, being duly sworn, says that he is one of the Attorneys and that the matters and things set forth in the foregoing petition are upon a written instrument

for the payment of money only, and is now in possession of these affiant, are true as he verily believes. S. S. Kollefrath.

Sworn to by said S. S. Kollefrath before me, and by him subscribed in my presence, this 14th day of September, A.D. 1885.

J. L. Bruguer, Clerk.
By W. M. Winget, Deputy.

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

H. C. Fenner, Plaintiff. Against M. P. Rice, Defendant. } Praecipe.

To the Clerk of said Court:

Issue a summons for said defendant M. P. Rice, directed to the Sheriff of said County, returnable according to law. Endorse: "Action for money, and relief." Amount claimed, $158.55, with interest on $158.55 thereof, at the rate of 8 per centum per annum from the 11th day of May, 1880.

By Keneday & Kollefrath,
Attorneys for Plaintiff.

On the 14th day of September, A.D. 1885, the following summons was issued by the Clerk of said Court, to-wit:

Summons. The State of Ohio, Union County, ss. } Summons in action for money only.

To the Sheriff of the County of Union, Greeting:

We command you to notify M. P. Rice, that he has been sued by H. C. Fenner in the Court of Common Pleas of Union County, and that unless he answer by the 17th day of October A.D. 1885 the petition of said H. C. Fenner 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 September, A.D., 1885, at Marysville, O.

Witness my hand and the seal of said Court, this 14th day of Sept. A.D., 1885, at Marysville, O.

J. L. Bruguer, Clerk.
By W. M. Winget, Deputy.

Endorsed: Money only. Amount Claimed, $158.55/100 and interest at 8 per cent on $158.55/100 from May 11th 1880.

Return. The State of Ohio, Union County, ss. } Sheriff's Return.

Received this writ Sept. 14th A.D., 1885, at 2 o'clock P.M. And pursuant to its command, on the 18th day of Sept. A.D. 1885, I served the same by leaving a true copy of this writ, with endorsements thereon, at the usual place of abidance of the within named defendant.

Sheriff's fees: Service ---- $.30; mileage -- 1.92; copy ------ .20; Total ---- 2.42

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

On the 16th day of October, 1885, the following Answer was filed with the Clerk of said Court, to-wit:

Answer. H. C. Fenner, Plaintiff. vs. M. P. Rice, Defendant } Union, Common Pleas.

Answer.

Now comes the defendant and for his answer

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says: That the promissory note in the petition mentioned was given by defendant to plaintiff for illegal interest in excess of six per cent per annum accrued on an indebtedness for purchase money of land, which arose April 1, 1871; and the amount of said note sued on was ascertained on its date by computing the interest on said original indebtedness at 10 per cent per annum from said April 1, 1871 up to said date and crediting payments before that time made by defendant on said indebtedness and interest thereon at said rate of ten per cent and the note sued on was given for the balance so ascertained: The amount of said credits exceeded the amount of said original indebtedness and interest thereon at 8 per cent with annual rates up to the said date of the note herein sued on. Defendant therefore asks to go hence and recover the costs of plaintiff. P.B Cole & Son.

Defendants Atty.

State of Ohio. }
Union County ss. } M. P. Rice being sworn says the facts stated and allegations in his foregoing pleading are as he believes true

M. P. Rice.

Sworn to and subscribed before me this 15th day of Oct. 1885.

Edward D. Cole, Notary Public.

On the 17th day of October, 1885, the following Amended Answer was filed with the Clerk of said Court, to-wit.

H. B. Fenner, Plaintiff. } In Common Pleas,
vs. } Union County.
M. P. Rice, Defendant. } Answer.

Defendant now comes and for answer to plaintiffs petition says: - He gave plaintiff his note for $2181 on Feb. 1871 with interest at ten per cent from April 1, 1871, payable annually. In 1876 he made a payment of $500 on said note and late in 1876 or early in 1877 he gave plaintiff two notes for 400 dollars, each to bear interest at 8 per cent from date, on account of interest accrued at that time on said original note at the rate therein specified. In 1877, the 1st of said 400 dollar note was paid in full and afterwards on June 4, 1877 said 2181 dollar note was paid, leaving unpaid of said original indebtedness only $400 on which was the interest note; afterwards on and prior to May 11, 1880, payments were made on said last 400 dollar note so that the balance due thereon on May 11, 1880, was $158.55 and for said balance the note described in the petition was given and for no other consideration whatever. Wherefore defendant says the consideration of said note sued upon is illegal interest and therefore defendant prays to go hence and recover of plaintiff his costs.

P.B. Cole & Son, Defendants Attorneys.

State of Ohio, } M. P. Rice being sworn says the facts stated and
Union County, ss. }

allegations in the foregoing pleading are as he believes true.
M. P. Rice.
Sworn to and subscribed before me this 17th day of October, 1885.
Edward E. Cole. Notary Public.

On the 22d day of October A. D. 1885, the following Reply was filed with the Clerk of said Court, to-wit:

Reply

H. C. Fenner, Plaintiff
vs.
M. P. Rice, Defendant.
} Union County Court of Common Pleas.

Reply.

Now comes the plaintiff and for reply to the defendants Answer says he denies each and every allegation in said answer contained. Plaintiff therefore prays as in his petition
Kennedy & Kolbfroth,
Attorneys for Plaintiff.

H. C. Fenner being duly sworn says the facts and allegations in said reply are as he believes true. H. C. Fenner.
Sworn to and subscribed by the said H. C. Fenner before me, this the 22d day of Octobr, A. D. 1885. J. D. Burgner, Clerk.

On the day of A. D. 188 the following entry was made in the Journal by the Clerk of said Court, to-wit:

Entry

H. C. Fenner, Plaintiff
vs.
M. P. Rice, Defendant.
} In Union Common Pleas.

This day came the parties herein by their attorneys: also came the following named persons as jurors to-wit: John Branham, E. P. Mitchell, Geo. Lady, Preston Jolley, Madison Baughman, James Wright, A. S. Turner, J. E. Davis, J. A. Fry, Richard Ansley, John Neely and John A. Phillips; who were duly impanelled 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 came said jury with their verdict into open Court and say: We the jury, on the issue joined find for the defendant. It is therefore considered by the Court, that the said defendant go hence without day, and recover from the plaintiff his costs herein expended. Taxed at $
J. M. Kennedy for Plaintiff.

Attest: J. D. Burgner Clerk.

Petition 4911

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Pleas before his Honor John A. Price, judge of a Court of Common Pleas within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 26th day of September, 1885 the following Petition was filed with the Clerk of said Court.

Petition
#911

Amos Glover, Plaintiff
Against
Washington Davis, Sarah E. Davis, S. A. McAdow and The Woodstock Bank, Defts

Court of Common Pleas
Union County, Ohio.
Petition.

The Plaintiff says: That on the 16th day of March, 1876, the defendant Washington Davis made and delivered to one Thomas Moffitt his eleven promissory notes of that date and thereby promised to pay to said Thomas Moffitt or Bearer,
$200 on the 1st day of April 1877 @ 6% int. from date
$300 on the 1st day of April 1878 @ 6% int. from date
$300 on the 1st day of April 1879 @ 6% int. from date
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$300 on the 1st day of April 1885 @ 6% int from date
$300 on the 1st day of April 1886 @ 6% int. from date
$365 on the 1st day of April 1887 @ 6% int. from date.
The first four of said notes to-wit, the ones due April 1st 1877, April 1, 1878, April 1, 1879 and April 1, 1880, have all been paid in full by said Washington Davis, and copies of the remaining notes which are still unpaid are hereto attached, marked exhibits 1, 2, 3, 4, 5, 6, 7, respectively. 2d. The defendants Washington Davis and Sarah E. Davis, his wife, on said 16th day of March 1876 to secure the payment of said promissory notes made and delivered to said Thomas Moffitt their mortgage deed and thereby conveyed to said Thomas Moffitt, his heirs and assigns, the following premises, situate in the County of Union and State of Ohio and in the Township of York, being part of U. M. Survey No. 3239: Beginning at a stake south-west corner of Amon Davis' land and in the original East line of Survey No. 2987; thence with said line S. 8 3° W. 102 62/100 poles to a stone and pieces of broken crocks: thence S. 82° E. 66 2/10 poles to a stone and pieces of broken crocks in the centre of the road: thence with the centre of said road N. 7° 50' E. 102 2/10 poles to a stone and pieces of broken crocks in the south line of Amon Davis' land: thence with said Davis South line, N. 82° 20' W. 65 2/10 poles to the beginning, containing 42 acres and 67 poles. Also another tract in said County of Union and State of Ohio and in York Township being part of U. M. Survey No. 2987 bounded and described as follows: Beginning at a stone in the East line of Survey No. 2987 and N. 9¼° E. 116 2/10 poles from the south-east corner of said Survey, being the north east corner to Finley D. Davis' land: thence with the north line of

Finley S. Davis N. 83° W. 99⅝ poles to a stone north west corner to said Davis land and in the east line of Lot No. 9 of the sub-division of said Survey No. 2984: thence with said line and the east line of Lot No. 6 N. 9¼° E. 114 poles to a stone south west corner to Amon Davis land: thence with the south line of his land S. 79° E. 99⅝ poles to a stone, corner to said Amon Davis land and in the east line of said Survey No. 2984: thence with said line S. 9¼° W. 97/10 poles to the beginning, containing Sixty-two and one-half (62½) acres more or less. The condition contained in said mortgage deed was in substance that if said Washington Davis should pay said notes together with the interest thereon when due then these presents should be void otherwise to be and remain in full force and virtue in law. 3d. On the 26th day of July 1876 at 2 o'clock P.M. said mortgage was filed for record with the recorder of said County of Union and was by him entered on record on the 28th day of July 1876 in Vol. 12 Page 470 of Record of Mortgages of said County. 4th. Afterwards said mortgage was assigned to John W. Grindle in the following words: "I assign the within to John W. Grindle - Thomas Moffitt" Afterwards said mortgage was assigned to Elias Robertson in the following words: "For value received, I hereby assign this mortgage and the notes secured by the same to Elias Robertson, without recourse to me. John W[his] X [mark] Grindle" Afterwards said mortgage was assigned to B. F. Stahl in the following words: "Marion Ohio, Jan. 15, 1878. For val-" "ue received, I hereby assign all my right and title in this mortgage and" "all the notes therein described, excepting the note falling due April A.D." "1879 to B. F. Stahl" "Elias Robertson" Afterwards said mortgage was assigned to plaintiff as follows: "Marion, O., April 15, 1880 For value received, I as-" "sign all the notes secured by this mortgage falling due on and after April" "1881 and this mortgage to Amos Glover" "B. F. Stahl" And plaintiff is now the legal owner and holder of said mortgage and all the notes secured thereby excepting those that have been paid. 5th. The said deed has become absolute. There is now due from the defendant Washington Davis to plaintiff the sum of Fifteen Hundred Dollars with interest on Six Hundred Dollars from March 16, 1876 and interest on Nine Hundred Dollars from April 1, 1883 and there will be due April 1, 1886 the further sum, three Hundred Dollars with interest from March 16, 1876 and there will be due April 1, 1887 the further sum of Three Hundred and Sixty five & 42/100 Dollars with interest from the 16th day of March 1876. 6th. The plaintiff says that the said S. A. McAdow and said Woodstock Bank have some claim on said land by virtue of a second mortgage but of the extent thereof, plaintiff is not fully advised and he asks that they be required to answer and set forth whatever claim they have. 7th. The plaintiff therefore asks judgment against said Washington Davis for said sum of Fifteen Hundred Dollars with 6% interest on Six Hundred Dollars from March 16, 1876 and 6% interest on Nine Hundred Dollars from April 1, 1883 and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied in satisfaction of said indebtedness and for all proper relief.

A. T. Carpenter, Attorney for Plaintiff.

The State of Ohio, Union County, ss. } A. T. Carpenter being sworn says he is the attorney for the above

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named plaintiff, duly authorized herein. That said plaintiff is a non resident of said County of Union and now absent therefrom. Affiant further says that the facts stated and allegations contained in plaintiffs 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 26th day of September A.D. 1885.

J. L. Burgner, Clerk

Copies of Notes.

No. 1

"$300 - On or before the 1st day of April A.D. 1881 I promise to" "pay Thomas Moffitt or bearer Three Hundred Dollars with interest" "from date, for value, this 16, day of March A.D. 1876"

"Washington Davis"

Endorsed: "April 5, 1883. Interest paid on within to the first of this month."

No. 2.

"$300 On or before the 1st day of April A.D. 1882, I promise to" "pay Thomas Moffitt or bearer Three Hundred Dollars with interest" "from date for value received, this 16th day of March A.D. 1876"

"Washington Davis"

Endorsed: "April 5th, 1883. Interest paid on the within to the first of this month"

No. 3

"$300 On or before the 1st day of April, A.D. 1883, I promise to" "pay Thomas Moffitt or bearer Three Hundred Dollars with in-" "terest from date for value received, this 16th day of March A.D. 1876."

"Washington Davis"

Endorsed: "April 5th 1883. Interest paid on the within to the first of this month"

No. 4.

"$300 On or before the 1st day of April A.D. 1884, I promise to pay" "Thomas Moffitt or bearer Three Hundred Dollars with interest from" "date for value received, this 16th day of March A.D. 1876."

"Washington Davis"

No 5.

"$300 On or before the 1st day of April A.D. 1885, I promise to pay" "Thomas Moffitt or bearer Three Hundred Dollars with interest from" "date for value received, this 16th day of April A.D. 1876"

"Washington Davis"

No. 6

"$300 On or before the 1st day of April 1886, I promise to pay" "Thomas Moffitt or bearer Three Hundred Dollars with interest from" "date for value received, this 16th day of March A.D. 1876."

"Washington Davis"

No. 7

"$365.72 On or before the 1st day of April A.D. 1887, I promise" "to pay Thomas Moffitt or bearer Three Hundred and Sixty five 72/100" "Dollars with interest from date for value received, this 16th day"

"Washington Davis"

"of March A.D. 1876."

Amos Glover, Plaintiff.
vs.
Washington Davis, Sarah E. Davis,
S. A. McAdow & Woodstock Bank, Defts.

Court of Common Pleas,
Union County, Ohio.
Action to foreclose mortgage.
We hereby waive the issuing and service of process against us in the above entitled case and enter our appearance herein. September 24, 1885.

Washington Davis
S. E. Davis.

Amos Glover, Plaintiff
vs.
Washington Davis, Sarah E. Davis,
S. A. McAdow and The Woodstock Bank, Defts.

Court of Common Pleas,
Union County, Ohio
Action to foreclose mortgage.
We hereby waive the issuing and service of process against us in the above entitled action and enter our appearance therein. September 25th 1885.

S. A. McAdow
True Martin, Cashier.

On the 26th day of October, 1885 the following entry was made on the Journal by the Clerk of said Court, to-wit:

Amos Glover
vs.
Washington Davis et al.

Entry.

And now comes the said Amos Glover by A. F. Carpenter, his attorney, and the said defendants all 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 on 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 described, including the interest computed to October 19, 1885 the sum of Nineteen Hundred and Eighty two & 7/8 Dollars ($1982 7/8) and that there will be due April 1st 1886, the further sum of Three Hundred Dollars with interest from March 16th 1876 and that there will be due April 1st 1887 the further sum of Three Hundred and sixty five & 7/8 Dollars with interest from March 16, 1876 which said sums are also secured by said mortgage. It is therefore considered by the Court here that the said plaintiff recover of the defendant, Washington Davis, the said sum of Nineteen Hundred and Eighty Two & 7/8 Dollars the sum so found due as aforesaid, with 6% interest thereon from October 19, 1885; and also his costs taxed to $ And it is further ordered and adjudged that in case the said defendant Washington Davis fails for three days from the 26th day of October 1885; to pay to the said plaintiff the said sum of Twenty five Hundred and Eighty four & 50/100 Dollars so as aforesaid found due, with 6% interest from October 19, 1885; with costs of suit an order issue to the Sheriff of Union County, Ohio, 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 found due with costs of suit.

On the 29th day of January the following Answer and Cross petition was filed with the Clerk of said Court, to-wit:

Amos Glover, Plaintiff
vs.
Washington Davis, et al. Defts. } Court of Common Pleas, Union County, Ohio.

Answer and Cross petition of Woodstock Bank.

And now comes the defendant, The Woodstock Bank a co partnership formed for the purpose of doing business within the State of Ohio and not incorporated - and for answer to plaintiffs petition and for its cross petition says: That on the 29th day of August A.D. 1882 the defendant Washington Davis made and delivered to the defendant S.A. Mc. Adow his promissory note of that date and thereby promised to pay to said S.A. Mc. Adow or order the sum of One Thousand Dollars on the 1st day of April 1884 with interest thereon from date at the rate of 8% (a copy of which note is hereto attached, marked exhibit "A") 2d That on the said 29th day of August 1882, the defendants Washington Davis and his wife, Sarah E. Davis, to secure the payment of said promissory note executed and delivered to said S.A. Mc. Adow their mortgage deed and thereby conveyed to said S.A. Mc. Adow his heirs and assigns the premises described in plaintiffs petition (described by metes and bounds as therein described) The condition contained in said deed was in substance that if said Washington Davis or any one for him should pay said promissory note and the interest thereon when the same became due then these presents should be void otherwise to be and remain in full force and virtue in law. 3d On the 30th day of August A.D. 1882 at 12 o'clock, noon, said mortgage was filed with the Recorder of Union County, Ohio for record and was by him recorded on the same day in Vol. 17 page 565 of Records of Mortgages for said County. 4th After the execution and delivery of said note and mortgage and before the maturity thereof, said S.A. Mc. Adow, for a full fair and valuable consideration, sold indorsed and delivered the same to the plaintiff, who is now the legal owner and holder thereof. 5th No part of said note or of the interest thereon has been paid. The said deed has become absolute - and there is now due from said defendant, Washington Davis to the Woodstock Bank on said indebtedness the sum of One thousand Dollars with the interest thereon @ 8% from August 29, 1882. 6th The defendant, The Woodstock Bank, therefore asks judgment against said Washington Davis for said sum of One Thousand Dollars with 8% interest thereon from August 29, 1882 and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied to the payment of said debt in the order of its priority with the mortgage of the plaintiff and for such other and further relief as is proper.

A.T. Carpenter, Atty for Woodstock Bank.

The State of Ohio, Union County, ss. } A.T. Carpenter being sworn says he is the attorney for the Woodstock Bank, duly authorized herein. That said Woodstock Bank and all the partners and officers thereof are now residents of said County of Union and are now absent therefrom. Affiant further says that the facts stated and allegations in defendants foregoing answer and cross petition are true as he verily believes.

A.T. Carpenter

Sworn to by A.T. Carpenter before me and signed by him in my presence this 29th day of January 1886. J.L. Burgner, Clerk.

On the 30th day of January 1886, the following Supplemental Petition was filed with the Clerk of said Court, to-wit:

Amos Glover, Plaintiff
vs.
Washington Davis, et al. Defts.

Court of Common Pleas,
Union County, Ohio.
Supplemental Petition.

Plaintiff now comes and files this his supplemental petition and says: The taxes having become delinquent on the land described in the petition in this case and to protect his interest plaintiff on the 12th day of January 1886, paid the taxes thereon, amounting to $16.28 Plaintiff therefore asks that in the order of distribution he may be repaid said sum of $16.28 with interest thereon from Jan. 12, 1886 and his interest fully protected. A.T. Carpenter, Atty for Plaintiff

The State of Ohio, }
Union County, ss. } A.T. Carpenter being sworn says he is the attorney for the above named plaintiff duly authorized. That plaintiff is a non resident of said County of Union and is now absent therefrom. Affiant further says the facts stated and allegations contained in plaintiffs foregoing supplemental petition are true as he verily believes. A.T. Carpenter

Sworn to by A.T. Carpenter before me and signed by him in my presence this 30th day of January A.D. 1886. J.L. Burgner, Clerk.

On the 28th day of December 1885, the following Praecipe was filed with the Clerk of said Court, to-wit:

Amos Glover, Plff. } Court of Common Pleas, Union County, Ohio.
Wash. Davis, et als. Defts. } Marysville, Dec. 28th 1885.

To the Clerk of said Court:

Issue order of sale in the above case, returnable according to law. A.T. Carpenter, Attorney for Plaintiff.

On the 28th day of December 1885, the following Order of sale was issued by the Clerk of said Court, to-wit:

The State of Ohio, }
Union County, ss. } Order of Sale.
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 26th day of October, A.D. 1885, in the cause of Amos Glover, Plaintiff, and Washington Davis, Defendant, said Amos Glover obtained a judgment or decree against the said Washington Davis for the sum of Nineteen Hundred and eighty two and 7/8 Dollars; And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Washington Davis shall within three days from the 26th day of October, A.D. 1885, pay unto the said Amos Glover the said sum of Nineteen hundred eighty two and 7/8 Dollars with interest from 19th day of October A.D. 1885, at the rate of 6% per annum, and to the Clerk of this Court the costs of this action herein, taxed to $8 and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in plaintiffs petition &c.: And whereas, the three days aforesaid, ~~as appears to us of record. You are therefore commanded to proceed and appraise, advertise and sell,~~

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have fully expired and the said sum of $1982.[illegible] with interest and costs have not been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of York County of Union and State of Ohio, bounded and described as follows: Being part of U. M. Survey No. 3239: Beginning at a stake south west corner of Amon Davis land, and on the original east line of Survey No. 2934; thence with said line south 83° W. 102 5/10 poles to a stone and pieces of broken crocks; thence south 82° E. 86 3/10 poles to a stone and pieces of broken crocks, on the centre of the road; thence with the centre of said road N. 7° 50' E. 102 3/10 poles to a stone and pieces of broken crocks on the south line of Amon Davis' land, thence with said Davis' south line N. 82° 20' W. 65 2/5 poles to the beginning, containing 42 acres and 65 poles. Also another tract in said County of Union and State of Ohio, and in York Township being part of U. M. Survey No. 2984 bounded and described as follows: Beginning at a stone in the east line of Survey No. 2984 and N. 9¼° E. 16 6/10 poles from the south east corner of said Survey being the north east corner to Finley D. Davis' land; thence with the north line of Finley D. Davis N. 83° W. 99 2/10 poles to a stone north-west corner to said Davis' land and in the east line of Lot No. 9 of the subdivision of said Survey No. 2984; thence with the said line and the east line of Lot No. 6 N. 9¼° E. 104 poles to a stone south-west corner to Amon Davis' land; thence with the south line of his land S. 79° E. 99 2/10 poles to a stone corner to said Amon Davis' land and in the east line of said Survey No. 2984; thence with the said line south 9¼° W. 97 7/10 poles to the beginning, containing sixty two and one-half (62½) 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 statute regulating sales on execution, and that you apply the proceeds of such sale on satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings hereon 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 28th day of December, A. D. 1885.

J. D. Burgner, 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 30th day of December, 1885, summon Ralph Moffett, J. L. Smith and N. N. Bulen, 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 30th day of December, A. D. 1885, 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 Forty Eight 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 30th day of Dec. 1885 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 30th day of January A.D. 1886, at 1½ 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: four consecutive weeks; and in pursuance to said notice, I did on said 30th day of January A.D. 1886, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came The Woodstock Bank, who bid for the same the sum of Thirty five Dollars per acre, and said sum being more than two-thirds of the appraised value thereof, and said Woodstock Bank being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to Woodstock Bank for the said sum of Thirty five Dollars per acre. Sheriff's fees: Service, 30¢; Summoning & Swearing Appraisers, $1.20; conveying appraisers $1.00; writing appraisal 30¢; copy of appraisal 30¢; notice to printer 30¢; mileage, $2.56; poundage, $3.00 return Total $36.95 Appraiser's fees $3.00

M. A. Skins Sheriff.
By A. H. Goodson, Deputy.

On the 4th day of March 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Amos Glover
vs.
Wash. Davis

Sheriff's Sale
Court of Common Pleas, Union County, O.
On order of sale.

Proof of Publication

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 north door of the Court House in Marysville, Ohio, on Saturday, January 30th, 1886, 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 York, County of Union, State of Ohio, and bounded and described as follows: Being part of U.M. Survey, No. 2239, beginning at a stake south-west corner of Amos Davis' land and in the original east line of Survey No. 2984, thence with said line south 83° west 102 65/100 poles to a stone and pieces of broken crocks; thence south 82° east 66⅗ poles to a stone and pieces of broken crocks in the centre of the road; thence with the centre of said road north 7° 30' east 102⅘ poles to a stone and pieces of broken crocks in the south line of Amos Davis' land; thence with the said Davis' south line, north 82° 20' west 65⅔ poles to the beginning, containing 42 acres and 67 poles. Also another tract in said Township of York, county of Union and state of Ohio. Being part of Virginia Military Survey No. 2984, bounded and described as follows: Beginning at a stone in the east line of Survey No. 2984 and north 9¼° east 116⅘ poles from the south east corner of said Survey being the north-east corner to Fanny D. Davis' land; thence with the north line of Fanny D. Davis, north 88° west 99⅘ poles to a stone north-west corner to said Davis' land and in the east line of Lot No. 9 of the sub-division of said Survey No. 2984; thence with the said line and the east line of Lot No. 6 north 9¼° east 104 poles to a stone south-west corner to Amos Davis land; thence with the south line of his land south 79° east 99⅘ poles

Entry

Entry 1911

to a stone, [illegible] No. 2984; [illegible] beginning, [illegible] Fanny D. Davis [illegible] The State [illegible] Union Coun[illegible] copy of the [illegible] in the "Mar[illegible] County of U[illegible]

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and it app[illegible] of the prem[illegible] that the [illegible] removed [illegible] barn, the[illegible] security [illegible] Marion A[illegible] to cause [illegible] premises [illegible] cured [illegible] part of the

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motion of [illegible] heretofore [illegible] move back [illegible] the Court [illegible] order is [illegible]

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to a stone, corner to Amos Davis' land and on the east line of said Survey No. 2984; thence with the said line south 94 west 97 4/5 poles to the beginning, containing 62½ acres, more or less. Appraised at $78. on peraise.
Terms of Sale - Cash.
A. J. Carpenter, attorney.
Marion Hopkins, Sheriff.
December 30, 1885. 5 w - pf $18. cc

The State of Ohio,
Union County, S.S. } 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. 30, 1885.
W. O. Shearer.
Sworn to and subscribed before me, this 4th day of March, 1886.
J. D. Swigner, Clerk.

On the 25th day of March, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Amos Glover
vs.
Washington Davis, et al.

No. 4911
Entry

This day this cause came on to be heard and it appearing from the evidence that a few hours prior to the sale of the premises in this case under the former order of this Court that the defendant Washington Davis wrongfully and unlawfully removed or caused to be removed from said premises a valuable barn, thereby greatly injuring said premises and reducing the security of the mortgage and that Washington Davis is wholly insolvent it is therefore ordered that Marion Hopkins, as Sheriff of said County proceed without delay to cause said barn to be replaced on its former position upon the premises from which it was removed and that the expenses incurred by him in carrying out this order be taxed up as a part of the costs in this case.

On the 7th day of April, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Amos Glover, Plaintiff
vs.
Washington Davis, et al. Defendants

Union Common Pleas.
Entry.

This cause being heard on the motion of defendant Washington Davis to set aside the order heretofore entered at this term directing the Sheriff to return and move back the barn to the premises from which it was removed, the Court on consideration thereof, grant the same; and the said order is accordingly set aside.

Entry 4911

On the 7th day of April 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Amos Glover
vs.
Washington Davis et al.

This day this cause came on to be heard upon the answer and cross petition of the Woodstock Bank and the defendants having failed to answer demur or otherwise object to said answer and cross petition, the Court finds that the

allegations in said answer and cross petition are true and that there is due to said Woodstock Bank, interest being computed to the first day of this term on the note and mortgage mentioned in said answer and cross petition the sum of Twelve Hundred and nine Dollars for which amount of 1209^{00} judgment is hereby awarded against defendant Davis and that the said Woodstock Bank is entitled to have said land sold for payment of said sum if not paid in five days from this date.

T. B. Fulton for Woodstock Bank
P. B. Cole & Son for Davis

Our consent to above entry as amended is withdrawn, because no personal judgment was rendered by the Court. April 11, 1886.
P. B. Cole & Son. for Davis.

On the 7th day of April 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry ✓

Amos Glover
vs.
Washington Davis, 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, 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 Samuel A. McAdow by deed, according to law, the property so sold and the said purchaser is hereby subrogated to all the rights of the said lien holders on 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 it appearing to the Court that the defendant Washington Davis has removed the barn that was situated upon the premises since the order of sale has issued herein all questions and rights that the purchaser may have against Washington Davis in the premises are reserved for the future consideration of the Court. And the Court coming now to distribute the proceeds of said sale amounting to $3670.87, it is ordered that Sheriff, out of the money in his hands pay: 1st To the Clerk the costs herein taxed at $ 2nd To Amos Glover, plaintiff the amount of his lien for taxes amounting to $117.91 3^{d} To Amos Glover the amount of his decree and the notes secured by the mortgage, being $3102.36 4th To the Woodstock Bank the balance in his hands to be applied as his decree herein, leaving the sum of 821.95 due the Woodstock Bank for which execution is hereby awarded.

On the 12th day of April, 1886, the following "Application for an Order to strike off unauthorized entries and set aside execution" was filed with the Clerk of said Court, to-wit:

Application

Amos Glover, Plaintiff
vs.
Washington Davis, Defendant

Union Common Pleas

Application to set aside execution, &c.

Now comes Washington Davis, defendant and makes application to the court to order the entry of a personal judgment

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and award of execution made in the case in favor of the Woodstock Bank and against him to be stricken from the Journal of said Court: and the execution issued thereon to be set aside. For grounds thereof he says: No such judgment was in fact rendered by the Court: no such award was in fact asked for or made by the Court: Said entry was put on without authority long after the entries of the action of the Court had been fully and properly and truly made, and after the Court had adjourned; and have therefore no validity, and said execution is unauthorized. The allowance of said entry after the term arose from mistake.

P. B. Cole & Son, for Dans.

On the 29th day of March, 1886, the following Order was issued by the Clerk of said Court, to-wit:

The State of Ohio, Union County, Ohio. ss.

Order

Amos Glover vs. Wash. Davis, et al. } Court of Common Pleas.

To the Sheriff of said County. Greeting:

Whereas, the defendant, Washington Davis caused a valuable barn to be wrongfully removed from the premises in the petition in this case described, a few hours prior to the sale of said premises by you made under a former order of this Court and thereby greatly injuring said premises to the damage of the mortgagee; You are therefore commanded as Sheriff of said Union County to proceed without delay to cause said barn to be replaced on its former position upon the premises from which it was removed and make due return hereof. Witness my hand and seal as Clerk of said Court at Marysville, Ohio, this 29th day of March 1886.

J. Q. Burgner, Clerk.

Sheriff's Return.

Return

This Writ returned this 15th day of April by order Plaintiffs Atty.

M. Hopkins Sheriff.

By A. A. Goodwin, Deputy

Sheriff's fees, 50¢

On the 2d day of June, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

Amos Glover vs. Wash. Davis } This cause is ordered to be left off the docket and to be reinstated on motion.

Attest: J. Q. Burgner Clerk.

Pleas before his Honor John A Price, judge of a Court of Common Pleas within and for the County of Union, the 3d Sub Division of the 18th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 14th day of October in the year of our Lord Eighteen Hundred and Eighty Five.

Heretofore to-wit: On the 3d day of September, 1885, the following petition was filed with the Clerk of said Court, to-wit:

J.B. Norris, Plaintiff

vs.

Petition 4874.

Elizabeth C. Norris,
Sarah A. Jolliff,
John D. Jolliff,
Jeremiah Norris,
Ora Norris
Charles Norris and
Alexander Norris,
Defendants

Court of Common Pleas
Union County, Ohio.

Your petitioner J.B. Norris of the County of Union and State of Ohio represents: 1st On the 21st day of August A.D. 1883 one Jeremiah K. Norris 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, in the State of Ohio and in the Township of Leesburg, being part of U.S. Survey No. 6039 and being Lot No. 4 assigned to Frances W. Vansant in partition proceedings in Court of Common Pleas of Union County Ohio, wherein Joel D. Vansant was plaintiff and Wm P. Vansant et als were defendants and bounded and described as follows: Beginning at a stone at the north-east corner of the Survey; thence with the original east line S. 9° W. 202 3/10 poles to a Black Ash 8 inches in diameter at the north eastern corner of Lot No. 2: thence with one of the lines of said Lot N 81° W. 105 8/10 poles to a stone with pieces of brick under it in the centre of the Richwood Road: thence with the centre of said road N. 8½° E. 151/10 poles to a stake in the original line of the Survey: thence with said line N. 93¾° E. 119 poles to the beginning, containing One Hundred and seventeen and three fourths (117¾) Acres more or less, excepting therefrom 25 acres described as follows: Beginning at a stone in the centre of the Vansant road and in the north line of Survey No. 6039: thence with said line N. 93¾° E. 76 20/100 poles to a stone: thence S. 8° W. 76 poles to a stake in the north bank of the Stoffer run ditch (a stone bears N. 8° E. 10 feet): thence N. 77½° W. 70 poles to a stone in the centre of said Vansant road: thence with the centre of said road N. 8° E. 38 50/100 poles to the beginning, containing 25 acres of land sold to Thomas Cunningham March 17, 1881.

2d The said Jeremiah K. Norris left Elizabeth C. Norris his widow, who is entitled to dower in said premises and resides in Union County, Ohio.

3d The said premises descended to the following persons, only children and sole heirs and legal representatives of the said Jeremiah K. Norris deceased, subject to said dower.

1st To Alexander Norris who is a son of said Jeremiah K. Norris deceased but who has sold and conveyed his entire interest in said lands to plaintiff, who is now the owner thereof in fee subject to said dower.

2d Sarah A. Jolliff, wife of John B. Jolliff and a daughter of said Jeremiah K. Norris, dead.

3d Jeremiah Norris, a son of said Jeremiah K. Norris deceased, and a

Entry. 4874

minor over 14 years of age and whose legal guardian is the defendant Alexander Norris.
4th Ira Norris, a daughter of said Jeremiah K. Norris, deceased and a minor 9 years of age and whose legal guardian is the defendant Elizabeth C. Norris
5th Charles Norris, a son of said Jeremiah K. Norris, deceased and a minor 7 years of age and whose legal guardian is the defendant Elizabeth C. Norris
The parties above named have the following undivided estate in said premises.
I. Your petitioner one undivided one-fifth in fee-
II. The said Sarah A. Jolliff one undivided one-fifth in fee-
III. The said Jeremiah Norris one undivided one-fifth in fee-
IV. The said Ira Norris one undivided one-fifth in fee-
V. The said Charles Norris one undivided one-fifth in fee-
Your petitioner prays that all the above named parties be made defendants to the petition and your petitioner desiring to hold his said interest in severalty prays that partition may be made and his interest set off in severalty to him and that the dower of the said Elizabeth C. Norris 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 statute.
A. F. Carpenter, Attis for Plaintiff.

The State of Ohio,
Union County, ss

J. B. Norris the above named plaintiff being sworn says the facts stated and allegations contained in his foregoing petition are true as he verily believes. James B. Norris.
Sworn to by J. B. Norris before me and signed by him in my presence, this 3d day of September, 1885.
John M. Braddock, Notary Public
Union County, Ohio.

On the 15th day of October, 1885, the following praecipe & summons was filed with the Clerk of said Court, to-wit:

J. B. Norris Plaintiff
vs.
Elizabeth C. Norris et als Defts.

Court of Common Pleas,
Union County, Ohio.
Action for Partition and Dower.

We the undersigned hereby severally waive the issuing and service of summons against us in the above entitled case and enter our appearance herein, this 3d day of September A.D. 1885.
Elizabeth C. Norris (for herself and as guardian of Ira and Chas. Norris).
James B. Norris, Sarah Jolliff and John D. Jolliff, Alexander Norris,
Guardian of Jeremiah Norris, Ira Norris, Charley Norris.

On the 20th day of October, 1885, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.
4854

J. B. Norris, plaintiff
vs.
Elizabeth C. Norris et als. Defts.

Court of Common Pleas, Union County, Ohio.

It appearing to the Court that the defendants Jeremiah Norris

(who is over 14 years of age) and Ira Norris and Charles Norris (both of whom are under 14 years of age) are minors and have all been duly and legally notified of the pendency and object of this action and have neglected to apply for a guardian ad litem, on motion of the plaintiff S. Piper, Esq. is hereby appointed guardian for the suit for said minor defendants. And now comes the said S. Piper, Esq. and in open Court accepts said appointment.

On the 20th day of October 1885, the following Answer of Guardian ad litem was filed with the Clerk of said Court, to-wit:

Answer 4874

J. B. Norris, Plaintiff
vs.
Elizabeth C. Norris et als Defts

Court of Common Pleas, Union County, Ohio.
Answer of Guardian ad litem.

Now come Jeremiah Norris, Ira Norris and Charles Norris, infant defendants by L. Piper, their guardian ad litem and for answer say: That they know nothing of the facts alleged in plaintiffs petition and neither affirm or deny the same: and ask that their interests in the matter may be protected by the Court. Oct. 20, 1885. L. Piper, Guardian ad litem.

On the 20th day of October 1885, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry 4874

J. B. Norris, Plaintiff
vs.
Elizabeth C. Norris et als

And now came the said J. B. Norris by A. V. Carpenter his attorney and thereupon this cause came on to be heard upon the petition and answer of the infant defendants by their guardian ad litem and the evidence and was argued by counsel: on consideration whereof the Court do find that due and legal notice of the pendency of this action has been given to all of the defendants: and the Court do further find that the said J. B. Norris has a legal right to and is seized in fee simple of one-fifth part of the said premises: and the Court do further find that the said Sarah A. Jolliff, Jeremiah Norris, Ira Norris and Charles Norris are tenants in common in said premises with said J. B. Norris and are each seized in fee simple of one-fifth part of said premises and that the said Elizabeth C. Norris 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 A. S. Mowry, Hugh McAdow and John Hudson, one full equal third part of said premises in said petition described be set off and assigned to the said Elizabeth C. Norris as her dower estate and that by the like oaths of the said A. S. Mowry, Hugh McAdow and John Hudson, partition be made of said lands, subject to the said dower estate in the following proportions, to-wit:

To the plaintiff, J. B. Norris one-fifth part.
To the said Sarah Jolliff one-fifth part.
To the said Jeremiah Norris one-fifth part.
To the said Ira Norris one-fifth part and
To the said Charles Norris one-fifth part.

And it is further ordered that the Sheriff return his proceedings in the premises forthwith.

On the 20th day of October, 1885, the following Writ of Partition and Dower was issued by the Clerk of said Court, to-wit:

The State of Ohio,
Union County, ss. } Writ of Partition and Dower.
To the Sheriff of said County, Greeting:

We command you that without delay, by the oaths of A. S. Moore, Hugh McAdow and John Hudson (you cause to be set off and assigned to Elizabeth C. Norris, widow of Jeremiah K. Norris, 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 Leesburg Township, Union County, Ohio, being part of U. M. Survey No. 6033 and being Lot No. 4 assigned to Eugene W. Vansant in partition proceedings in Court of Common Pleas of Union County, Ohio, wherein Joel D. Vansant was plaintiff and Wm. P. Vansant et al. were defendants and bounded and described as follows: Beginning at a stone at the north east corner of the Survey; thence with the original east line S. 9° W. 202 2/10 poles to a black ash 8 inches in diameter at the north eastern corner of Lot No. 2: thence with one of the lines of said Lot N. 81° W. 105 6/10 poles to a stone with pieces of brick under it in the centre of the Richwood Road: thence with the centre of said road N. 8½° E. 151 7/10 poles to a stake in the original line of the Survey: thence with the said line N. 73¾° E. 19 poles to the beginning, containing One Hundred and seventeen and three-fourths (117¾) acres, more or less; excepting therefrom 25 acres described as follows: Beginning at a stake in the centre of the Vansant road and on the north line of Survey No. 6033: thence with said line N. 73¾° E. 76 70/100 poles to a stone: thence S. 8° W. 76 poles to a stake on the north bank of the Stoffer run ditch (a stone bears N. 8° E. 15 feet): thence N. 77½° W. 70 poles to a stone in the centre of the said Vansant road: thence with the centre of said road N. 8° E. 38 60/100 poles to the beginning, containing 25 acres of land, sold to Thomas Cunningham March 14th 1881.

Subject to said dower estate, among the persons named herein, and in the following proportions, to-wit:

To the plaintiff, J. B. Norris one fifth part.
To Sarah Jolliff one fifth part.
To Jeremiah Norris one fifth part.
To Ira Norris one fifth part.
To Charles Norris one fifth 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 James B. Norris is petitioner, and Elizabeth C. Norris et al. 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, Ohio, this 20th day of October, 1885.

J. D. Bingner, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of A. S. Norris, Hugh McAdow and John Hudson, causing dower to be assigned to Elizabeth C. Norris widow of Jeremiah K. Norris deceased, and partition to be made of the premises in said Writ described; as appears by the report of the Commissioners, herewith returned. Given under my hand, this 9th day of November A.D. 1885.

M. Hopkins, Sheriff.

Sheriff's fee, $5.46
Commissioners' $17.30

James B. Norris
Against
Elizabeth C. Norris et. al.

Commissioner's Report.

Union County, ss. Court of Common Pleas.

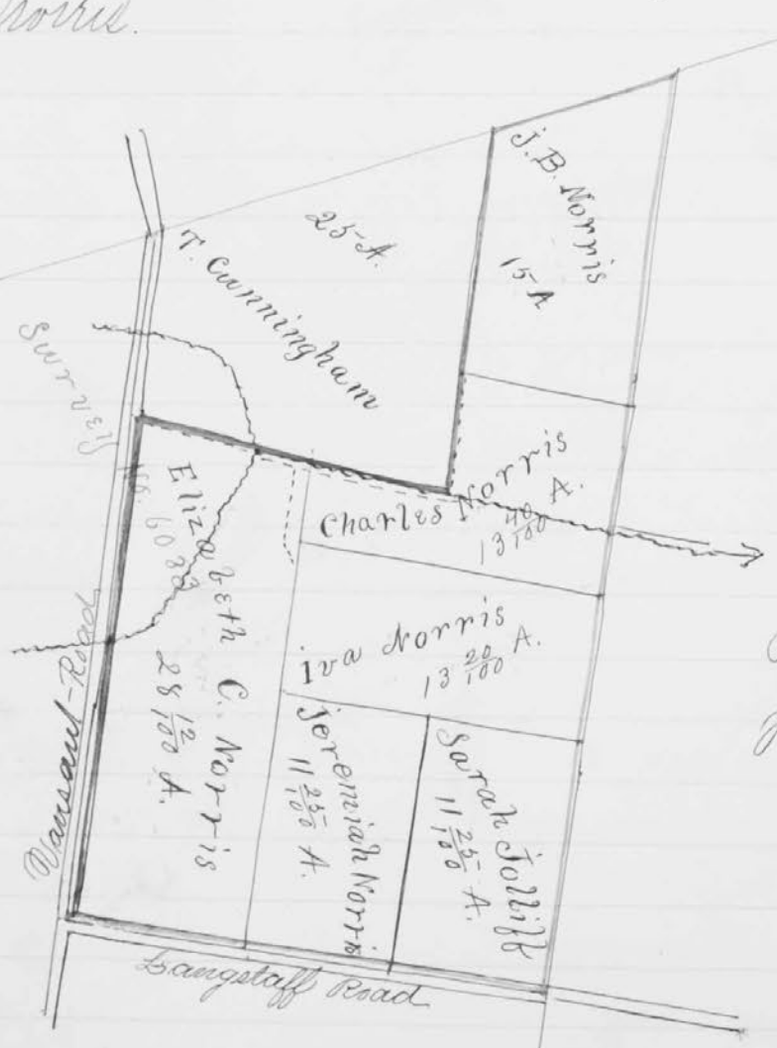
In partition and dower.

According to the command of the writ of partition and dower in this case issued, and to us of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, did upon actual view of the premises, do set off and assign to the said Elizabeth C. Norris as her dower estate in the said lands, in said petition described, the following tract, to-wit: situate in the County of Union and State of Ohio and part of Virginia Military Survey No. 6033. Beginning at a stone at the intersection of the Langstaff road and the Dansant road: thence with the centre of the Dansant road N. 8½° E. 114 poles to a stone south-west corner to Thomas Cunningham's land; thence with the south lone of said land S. 71½° E. 40 $\frac{17}{100}$ poles to a stone: thence S 8½° W. 111 poles to a stone in the centre of said Langstaffs road: thence with the centre of the same N. 81° W. 40 poles to the beginning, containing 28 $\frac{12}{100}$ Acres, more or less. And we do make partition of the balance of said real estate as follows, to-wit: To the said James B. Norris (free from any dower encumbrance) we assign the following premises: Situate in the County of Union and State of Ohio, and part of Virginia Military Survey No. 6033. Beginning at a stone at the west-east corner of said Survey: thence with the east line thereof S 8½° W 72 $\frac{20}{100}$ poles to a stone corner to Charles Norris' land: thence with the north line of said land N. 81° W. 37 $\frac{80}{100}$ poles to a stone in the east line of Thomas Cunningham's land: thence with said line N. 8½° E. 54 $\frac{80}{100}$ poles to a stone corner to said land in the northerly line of said Survey No. 6033: thence with said line N. 73¾° E. 41 $\frac{60}{100}$ poles to the beginning containing 15 acres, more or less. To the said Charles Norris (free from any dower encumbrance) we assign the following premises: Situate in the County of Union State of Ohio and part of Virginia Military Survey No. 6033 Beginning at a stone in the east line of said Survey and south east corner to James B. Norris' land: thence with the south line of said land N. 81° W. 37 $\frac{80}{100}$ poles to a stone, corner to said land, in the east line of Thomas Cunninghams' land: thence with said line S 8½° W. 21 $\frac{20}{100}$ poles to a stake (a stone bears N. 8½° E. 10 feet) corner to said land;

thence with another line of the same N. 17½° W. 29 20/100 poles to a stone with east corner to Elizabeth C. Norris' land: thence with the east line of the same S. 8½° W. 22 poles to a stone south-west corner to Ira Norris' land; thence with the north line of said land S. 81° E. 66 70/100 poles to a stone north-east corner to said land in the last line of said Survey No. 6033: thence with said line N. 8° W. 40 20/100 poles to the beginning, containing 13 70/100 acres, more or less. To the said Ira Norris (free from any dower encumbrance) we assign the following premises: Situate in the County of Union and State of Ohio and part of Virginia Military Survey No. 6033 Beginning at a stone in the east line of said Survey and South east corner to Charles Norris land: thence with the south line of the same N. 81° W. 66 20/100 poles to a stone corner to said land in the east line of Elizabeth C. Norris' land: thence with said line S. 8½° W. 31 30/100 poles to a stone north-west corner to Jeremiah Norris' land: thence with the north line of the lands of Jeremiah Norris and Sarah Jolliff S. 81° E. 66 70/100 poles to a stone corner to said Sarah Jolliffs land in the east line of said Survey No. 6033: thence with said line N. 8° W. 31 80/100 poles to the beginning, containing 13 20/100 acres, more or less. To the said Sarah Jolliff (free from any dower encumbrance) we assign the following premises: Situate in the County of Union and State of Ohio and part of Virginia Military Survey No. 6033 Beginning at a stone in the centre of the Sangstaff road and in the east line of said Survey No. 6033: thence with said line N. 8° W. 57 poles to a stone corner to Ira Norris' land: thence with the south line of said land N. 81° W. 33 20/100 poles to a stone north-east corner to Jeremiah Norris land: thence with the east line of said land S. 8¼° W. 57 poles to a stone, corner to said land in the centre of said Sangstaff's road: thence with the centre of the same S. 81° E. 32 30/100 poles to the beginning, containing 11 75/100 acres, more or less. To the said Jeremiah Norris (free from any dower encumbrance) we assign the following premises: Situate in the County of Union and State of Ohio and part of Virginia Military Survey No. 6033 Beginning at a stone south-east corner to Elizabeth C. Norris' land in the centre of the Sangstaff road: thence with the centre of said road S. 81° E. 32 30/100 poles to a stone south-west corner to Sarah Jolliffs land: thence with the west line of said land N. 8¼° E. 57 poles to a stone, corner to said Sarah Jolliffs land in the south line of Ira Norris' land: thence with said line N. 81° W. 33 20/100 poles to a stone, corner to said land in the east line of said Elizabeth Norris land: thence with said line S. 8½° E. 57 poles to the beginning, containing 11 75/100 Acres, more or less. Ira Norris and her heirs and assigns are to have a right of way 20 feet wide from the transant road along the northerly end of the dower lot and along the southerly bank of Stoffer run ditch and the east line of said dower lot to the north-west corner of the lot assigned to said Ira Norris, Charles Norris and his heirs and assigns

are to have a right of way (jointly with Ira Norris) 20 feet wide from the transant road along the northerly end of the dower lot and along the southerly bank of Stoffer run ditch to the west line of said lot, assigned to said Charles Norris. James B. Norris and his heirs and assigns are to have a right of way (jointly with Ira Norris and Charles Norris) 20 feet wide from the transant road along the northerly end of the dower lot and along the southerly bank of the Stoffer run ditch to the west line of the lot assigned to said Charles Norris: thence continuing along the south bank of the said Stoffer run ditch and crossing said ditch where the bridge now stands and along the westerly end of said Charles Norris' lot north of said ditch to the south west corner of said lot assigned to James B. Norris. The fence now built near the east line of the dower lot is to be used as a line fence, as also the fence near the south line of Ira Norris' lot. The fence between the meadow and wood pasture is to be placed upon the line, dividing the lots of Jeremiah Norris and Sarah Jolliff. The fence separating the wood land from the cleared land is to belong exclusively to the lot assigned to Charles Norris.

Plat.



Plat of the division of the J. K. Norris Farm

Given under our hands this 6th. day of November A.D. 1885.

Hugh McAdow
John Hudson
A.S. Mowry
} Commissioners.

Fees and costs.

Hugh McAdow, Commissioner 2 days ---------- $2.00
John Hudson, Commissioner 2 days and chain carrier 1 day --- $3.00
A.S. Mowry, Commissioner 2 days ---------- $2.00
same surveyor (Oct. 26, 1885) part day ---------- $2.30
same surveyor (Nov 6, 1885) 1 day ---------- $4.00
same surveyor (Nov. 9, 1885) 6 descriptions ---------- $1.50
same surveyor plat and calculations $6.50
W.P. Beightler, Chain Carrier 1 day ---------- $1.00
James B. Norris, marker 1 day ---------- $1.00

Entry 4874. On the ... the Journal ... J.B. Norris ... Elizabeth ... upon pe... sioners ... ined by ... to law ... report ... and dec... lands ... premises ... parts ... And it is ... a conse... hereon ... lowing ... 1st. The ... 2d. The ... Norris ... part th... And th... as will ... Record ...

Petition 4919 Robert ... Pe... will of W... the prov... due the... ants m... hereto ... of three ...

On the 11th day of November, 1885, the following entry was made on the Journal by the Clerk of said Court, to-wit:

J. B. Norris

vs.

Entry 4874. Elizabeth C. Norris 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 orders of this Court, the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that the said Elizabeth C. Norris 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 as set off and assigned to each respectively. And it is further ordered that the costs of this action, including a counsel fee of $50.00 to A. T. Carpenter, Attorney, for services herein taxed at $ be paid by the said parties in the following proportions, to-wit:

1st One-third thereof by said Elizabeth C. Norris.

2d The said J. B. Norris, Sarah A. Golliff, Jeremiah Norris, Ira Norris and Charles Norris the remaining 2/3 thereof, each 1/5 part thereof.

And the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties, put upon Record in the office of the recorder of this county.

Attest. J. B. Borgman Clerk.

Pleas before his Honor, John A. Price, judge of a Court of Common Pleas, within and for the County of Anson, the 3d Sub-Division of the 1st Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Masonville on the 22d day of February in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 3d day of October, A.D. 1885, the following petition was filed with the Clerk of said Court, to-wit:

Court of Common Pleas
Anson County, Ohio.

John H. Warren, Wm. M. Warren and Robt. W. Warren ex'rs of the will of Wm. M. Warren, dec'd, Plaintiff.

vs.

Petition 4919 Robert B. Smith and Samuel James, Defts.

The said plaintiffs say they are the executors of the last will of Wm. M. Warren, deceased, duly appointed and qualified by the probate court of Delaware County, Ohio. That there is due the plaintiffs as executors as aforesaid from the defendants on their promissory note in writing (a copy of which is hereto attached (with all the endorsements thereon) the sum of three hundred dollars with eight per cent interest

$2.00
$3.00
$2.00
$2.30
$4.00
$1.50
$0.50
$1.00
$1.00

payable annually from May 29th 1882. Therefore plaintiffs as said executrix pray pdgment in their favor against defendants the makers of said note for said sum of three hundred dollars with 8 per cent interest, payable annually from May 29th 1882.

Robinson & Piper, Attorneys for Plaintiff.

Copy of the note referred to with all the endorsements thereon.

"$300 May 29, 1880. One year after date, we, or either of us promise "to pay Wm. M. Warren or order three hundred dollars with eight per "cent interest. The interest to be paid yearly, value received.

"Robert B Smith"

"Samuel James"

Endorsed: "June 16, 1881. Received twenty four dollars interest. Interest paid to May 29, 1882."

The State of Ohio, }
Union County, ss. } J.W. Robinson being duly sworn deposes and says he is one of the attorneys of the plaintiffs in the foregoing case duly authorized. That said action is upon a written promissory note for money and in his possession for collection. That he believes the allegations of the foregoing petition are true and plaintiffs are not residents of Union County, Ohio.

J.W. Robinson.

Sworn to before me and signed in my presence by J.W. Robinson, this 3d day of October, 1885.

J.D. Burgner, Clerk.

Praecipe. To the Clerk of the Court:

Issue summons for the above named defendants and endorse "petition on promissory note for $300 with interest at eight per cent payable annually from May 29th 1882."

Robinson & Piper, Attys for Plff.

On the 3d day of October A.D. 1885, the following summons was issued by the Clerk of said Court, to-wit:

The State of Ohio, } Summons in Action for Money only.
Union County, ss. } To the Sheriff of the County of Union, Greeting:

We command you to notify Robert B. Smith and Samuel James that they have been sued by John H. Warren Wm. M. Warren and Robert W. Warren, Executors of the will of Wm. M. Warren, deceased, in the Court of Common Pleas of Union County, and that unless they answer by the 31st day of Oct. A.D. 1885 the petitions of said plaintiffs 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 October A.D. 1885. Witness my hand and the seal of said Court, this 3d day of October A.D. 1885, at Marysville, Ohio.

Seal

J.D. Burgner, Clerk.

Petition on promissory note for $300 and interest at 8 per cent from May 29th 1882, payable annually.

Sheriff's Return.

The State of Ohio, } Received this writ Oct. 3d A.D. 1885 at 2 o'clock P.M.
Union County, ss. } And pursuant to its command, on the 4th day of Oct. 1885, I served the same by leaving a true copy of this summons with endorsements at the usual place of residence of the within named defendant Samuel James. The within named defendant Robert B. Smith deceased.

Service, 30¢
Mileage, $1.28
Copy, 40
Total Sheriffs fees $1.98

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

On the 29th day of October, 1885, the following Answer was filed with the clerk of said Court to-wit:

John H. Warren, et als. Plaintiffs
vs.
Robt. B. Smith et als. Defendants

Court of Common Pleas.
Union County, Ohio.
Answer of Samuel James.

Samuel James for his answer to plaintiffs petition says: That he was only surety on the note set forth in the plaintiffs petition and received no part of the consideration for which said note was given, as said Wm. M. Warren well knew. Defendant says that at the maturity of said note said Robert B. Smith paid the interest then due and paid the interest in advance for another year in consideration of which said Wm. M. Warren agreed to and did extend the time of payment of said note until May 29, 1882. Defendant says the time of payment of said note was afterwards for various considerations extended for definite periods of time by said Wm. M. Warren. Defendant further says that after the death of said Wm. M. Warren, the plaintiff extended the time of payment of said note in consideration of certain premises made thru by said Robert B. Smith and after this defendant had requested plaintiffs not to do so. The defendant says all of said extensions were made without his knowledge or consent. That said Robert B. Smith was good and entirely solvent when said note matured and might then have been collected. That now said Smith is dead and his estate is insolvent. Defendant says that by reason of the premises he has been released as surety and is now discharged from all liability thereon and asks to be adjudged to go hence and recover his costs.

A. T. Carpentier

The State of Ohio.
Union County, ss.

Samuel James the within defendant being sworn says the facts stated and allegations contained in this his answer, are true as he verily believes.

Samuel James.

Sworn to by Samuel James before me and signed by him in my presence, this 29th day of October 1885.

J. D. Burgner, Clerk.

On the 12th day of November, 1885 the following motion to strike out words from Answer, was filed with the Clerk of said Court, to-wit:

John H. Warner et al. Plaintiffs
vs.
Robert Smith et als. Defendants

Court of Common Pleas.
Union County, Ohio.

The plaintiff moves the Court to strike out the words, commencing with the words "Defendant further says that after the death of Wm. M. Warren" and ending with the words "plaintiff not to do so." Also strike from said

answer the following words commencing with "That said Robert" and ending with the words "and his estate is insolvent"; said words being irrelevant matter.

Robinson & Piper,
Attorneys for Plaintiffs.

On the 21st day of December, 1885, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry
+919

Wm M. Warden et als., Exrs
vs.
Robert B. Smith and Samuel James

On motion leave is given plaintiffs to file reply on thirty days and cause continued.

On the 15th day of January, 1886, the following reply was filed with the Clerk of said Court, to-wit:

Reply

John H. Warden and others, Exrs of the Will of Wm M. Warren, deceased.
vs.
Robert B. Smith and Samuel James

Court of Common Pleas.
Union County, Ohio.

The plaintiffs for Reply to the defendants Answer say they admit that said Samuel James was security on said note and that Robert B. Smith is now dead; but they deny all of the other allegations of said answer, and therefore they pray judgment as they did in their petition.

Robinson & Piper,
Attorneys for Plaintiffs.

The State of Ohio,
Delaware County, ss. } John H & Wm M. Warren being duly sworn deposes and says the allegations of the foregoing reply are true as they believe.

John H. Warren
Wm M. Warren

Sworn to before me and signed in my presence, this 14th day of Jan. 1886.

D. B. Cratty, Notary Public.

On the 4th day of March, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry

John H. Warren and others, Executors etc.
vs.
Robert B. Smith and Samuel James

Money only.

This cause came on for hearing this day upon the petition, answer of Samuel James, reply of plaintiff and the evidence; and a jury being waived was submitted to the Court on consideration whereof said Court find on the issue Journal for the plaintiff and that the defendant Samuel James is indebted to the plaintiff in the sum of Four hundred & 23/100 Dollars ($400 23/100) with interest at rate of eight per cent per annum. It is therefore considered by the court here that said plaintiff recover from said defendant Samuel James the said sum of Four hundred 23/100 Dollars ($400 23/100) with interest at rate of eight per cent per annum, together with his costs herein expended, taxed to $

Attest. J. Q. Bongner Clerk.

Pleas before his Honor, John A. Price, Judge of the Court of Common Pleas, within and for the County of Union, the 3d Sub-Division of the 15th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 24th day of May in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore to-wit: On the 1st day of February, A.D. 1886, the following petition was filed with the Clerk of said Court, to-wit:

5026

F. W. Robinson and A. E. Robinson Partners doing business under the firm name of Robinson & Company

vs.

Mary J. Larcom and C. J. Larcom her Husband and David Ward

Court of Common Pleas. Union County, Ohio.

Plaintiffs F. W. Robinson and A. E. Robinson are partners doing business at Richmond in the State of Indiana under the firm name of Robinson & Company.

First Cause of Action: On or about the 15th day of January 1884 the defendants, Mary J. Larcom and C. J. Larcom, who is her husband, executed and delivered to one W. L. Sager their four promissory notes, copies of which are hereto attached, marked "A" "B" "C" & "D" with all endorsements thereon, and thereby promise to pay said W. L. Sager or order or bearer $233.00 May 1st 1885 - $325.33 May 1st 1886 - $ 325.33 May 1st 1887 & $325.33 May 1st 1888 and six per cent interest on all of said payments from January 15th 1884 - no part of which has been paid.

Second cause of Action: On or about the said 15th day of January 1884, to secure the payment of said notes said Mary J. Larcom and C. J. Larcom executed and delivered to said W. L. Sager their mortgage deed and thereby conveyed to said W. L. Sager the following described premises: Situated in the Village of Richwood, County of Union and State of Ohio, and known as Lot No. 443 in Giles Addition and bounded as follows: beginning at corner of J. T. Giles & H. T. Hogan's addition to Richwood: thence southerly with the corner of Fulton Street 53½ feet: thence westerly parallel with out Lot No. 13 a distance of 8 poles: thence with the line of Fulton Street to south line of Lot 13: thence 8 poles to the beginning, containing 25.22/160 poles. The condition contained in said mortgage was in substance that if said Mary J. Larcom and C. J. Larcom should pay or cause to be paid said Notes as they severally became due together with the interest thereon according to the tenor thereof, then said mortgage was to become void, otherwise to be and remain in full force and virtue in law forever. On the 5th day of February 1884 at 2 o'clock P.M. said mortgage was delivered to the Recorder of Union County Ohio for record and was then and there filed and was recorded on the 7th day of February 1884 in Vol. 19, page 265 and is now a valid and subsisting lien on said premises. All the above described notes and mortgage have for a valuable consideration been assigned by said W. L. Sager to plaintiffs, who

are the legal owners and holders thereof and there is now due plaintiffs upon said note marked "A" the sum of $223 65/100 with interest thereon at 6 per cent from Jan. 10th 1884. There will be due plaintiffs on said note marked "B" May 1st 1886 the further sum of $325 35/100 with 6 per cent interest from Jan. 10th 1884, and there will be due plaintiffs on note marked "C" on May 1st 1887 the sum of $325 35/- with 6 per cent interest from Jan 10th 1887 and there will be due plaintiffs on note marked "D" May 1st 1888 the sum of $325 35/100 with 6 per cent interest from Jan. 10th 1884. Plaintiffs are informed that the defendants David Ward claim to have some interest in or lien on said premises but are unable to state the nature thereof and does not know whether or not any such interest or lien really exists. Plaintiffs therefore pray judgment against said Mary J. Larcom and C. J. Larcom on said note marked "A" for the sum of $323 65/100 and interest thereon at 6 per cent from Jan. 10, 1884. That said defendant David Ward may be required to set up the interest, if any, they have in said premises or be forever cut off from asserting the same. that said mortgage be foreclosed, that said premises be ordered to be sold. The priorities of lien determined and the proceeds applied to the payment of said plaintiffs claim and judgment and for all proper relief.

S.S. Gardner, Atty for Plaintiffs.

State of Ohio, }
Union County, ss. } S.S. Gardner being duly sworn says he is the attorney of plaintiffs duly authorized in the premises. that the plaintiffs are now residents of Union County, Ohio and are now absent therefrom. That the facts and allegations in the foregoing petition are true as he verily believes.

S.S. Gardner

Sworn to and subscribed before me, this 28th day of January 1886.

W.J. Butler, Notary Public.

Copy of Notes.

"A" January 10, 1884.

$223 65/- May 1st 1885 after date, we promise to pay to the order of M.L. Sager or bearer Two hundred and Twenty three 65/100 Dollars, at T. Fahrys Bank, Marion, O. value received, with interest at 6%.

Mary J. Larcom
C. J. Larcom

Endorsed by M. L. Sager.

"B" $325 35/-

January 10th 1884.

May 1st 1886. after date we promise to pay to the order of M. L. Sager or bearer Three hundred and twenty five & 35/100 Dollars, at Fays bank at Marion O. Value received, with interest at 6 per cent.

Mary J. Larcom
C. J. Larcom

Endorsed by M. L. Sager.

"C." $325 35/-

January 10th 1884.

May 1st 1887 after date, we promise to pay to the order of M. L. Sager or bearer Three hundred and twenty five & 35/100 Dollars at Fays Bank Marion, O. Value received, with interest at 6 per cent.

Mary J. Larcom
C. J. Larcom

Endorsed

"D" $325 35/100

M. L. Sag
At T Fay

Endorsed

Praecipe. To Clerk:

and C. J.
to Sheriff
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Endorsed: I waive demand and notice of non payment
M. L. Sager.

"D" $325 85/100 January 10th 1884

May 1st 1888 after date, we promise to pay to the order of M. L. Sager or bearer Three hundred and twenty five & 85/100 Dollars. At Tays Bank, Marion O. Value received, with interest at 6 per cent.

Mary J. Sarcom
C. J. Sarcom

Endorsed: I waive demand and notice of non payment
M. L. Sager.

Praecipe. To Clerk:

Issue summons on the petition for defendants Mary C. Sarcom and C. J. Sarcom to Sheriff of Delaware County, and for David Ward to Sheriff of Union County. Indorse amount claimed $223 63/100 and interest 6% from Jan. 10th 1884 and foreclosure of mortgage

On the 1st day of February 1886, the following summons was issued by the clerk of said court, to-wit:

The State of Ohio,
Union County, ss. } Summons.

To the Sheriff of the County of Union, Greeting:

We command you to notify David Ward that he et al. have been sued by F. W. Robinson and S. E. Robinson, partners, doing business under the firm name of Robinson & Co., in the Court of Common Pleas of Union County, and that unless he answer by the 8th day of March A.D. 1886 the petition of said plaintiffs, Robinson & Co. 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 15th day of February A.D. 1886. Witness my hand and the seal of said Court, this 1st day of February A.D. 1886.

J. E. Bingner, clerk.

{Seal}

In action for foreclosure of mortgage. Amount claimed $223 63/100 with 6% interest from Jan. 10, 1884.

The State of Ohio, } Sheriff's Return.
Union County, ss

Received this writ February 1st A.D. 1886, at 9 o'clock A. M. and pursuant to its command, on the 2nd day of February A.D. 1886, I served the same by leaving a true copy of this summons with the endorsements thereon at the usual place of residence of the within named defendant, David Ward. M. Hopkins, Sheriff
By A. H. Goodwin, Dep.

Sheriff fees, $3.06

Also on the 1st day of February A.D. 1886, the following summons was issued by the clerk of said court, to-wit:

The State of Ohio.
Union County, ss. } Summons

To the Sheriff of the County of Delaware, Greeting:

We command you

to notify Mary J. Sarcom and C. J. Sarcom her husband that they and others have been sued by F. A. Robinson and A. B. Robinson, Partners doing business under the firm name of Robinson & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of March A.D. 1886 the petition of said plaintiffs Robinson & 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 15th day of February, A.D. 1886. Witness my hand and the seal of said Court, this 1st day of February A. D. 1886.

{Seal}

J. D. Burgner, Clerk.

In action for foreclosure of mortgage, amount claimed $223.65 with 6% int from Jan. 10th, 1884.

The State of Ohio } Sheriff's Return.
Delaware County, ss. }

Received this writ February 2d A.D. 1886 and pursuant to its command, on the 10th day of February A.D. 1886, I served the same by delivering to Mary J. Sarcom and C. J. Sarcom, her husband by delivering to each of them a true and certified copy of this writ with the endorsements thereon

James E. White, Sheriff.
By Oscar J. Dunham, Deputy.

Sheriffs fees, $3.27

On the 10th day of March, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Robinson & Co.
vs.
Mary J. Sarcom et al.

Entry 5026

Now comes the plaintiffs by their attorney and the defendants, Mary J. Sarcom and C. J. Sarcom, being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by said Mary J. Sarcom and C. J. Sarcom to be true and that they are indebted to the plaintiffs upon the promissory note, marked "A" in the sum of $251.33 and 6 per cent thereon from the first day of this term. It is therefore considered by the Court that the plaintiffs recover of the defendants Mary J. Sarcom and C. J. Sarcom the said sum of $251.33 and 6 per cent interest thereon from the first day of this term and costs taxed at $ The Court further find that the defendants Mary J. Sarcom and C. J. Sarcom, her husband to secure the payment of said notes mentioned in the petition executed and delivered to W. S. Sager their mortgage deed in the petition described and upon the premises therein described and that said mortgage was duly recorded in book No. 19 page 295 of Union County Records of Mortgages and is the second best lien on the premises described in the petition and that the plaintiffs are the legal owners and holders of said notes and mortgage mentioned in the petition. The Court also find that the defendants Mary J. Sarcom and C. J. Sarcom to secure the payment of their promissory notes executed and delivered to A. B. Robinson their mortgage deed upon the said premises described in the petition and also described in the Answer and Cross petition of said A. B. Robinson filed herein and that said mortgage of said A. B. Robinson was duly recorded in the Records of Mortgages of Union County and is the first and best lien upon said premises. The Court further find that the

condition of defeasance in said plaintiffs mortgage has been broken and that the said plaintiffs are entitled to have the said Mary J. Larcom and C. J. Larcom's equity of redemption foreclosed.
It is therefore considered and decreed that unless the said defendants Mary J. Larcom and C. J. Larcom shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this cause and to the plaintiffs the sum of $251 28 and interest as aforesaid and to A. B. Robinson the amount due him on his mortgage to-wit: The sum of $ according to the terms of Mortgage 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 bring the proceeds into Court for further order. And the Court therefore order and decree that unless said defendants Mary J. Larcom and C. J. Larcom within ten days pay said A. B. Robinson the said sum of One hundred Dollars with interest from April 1st 1883 and One hundred Dollars with interest from April 1st 1883 on the notes due April 1st 1885 & 1886; then that an order of sale issue for the sale of said premises according to law and as to the two notes not due to A. B. Robinson this cause is continued.

On the 18th day of February 1886, the following Cross Petition was filed with the Clerk of said Court, to-wit:

F. W. Robinson and A. E. Robinson, Partners doing business under the firm name of Robinson & Company.
vs.
Mary J. Larcom and C. J. Larcom, her husband and David Ward.

Court of Common Pleas of Union County, Ohio.

A. B. Robinson says that on the 21st of April 1881 he conveyed the premises described in plaintiffs petition to David Ward and to secure the purchase money, said Ward executed notes and a mortgage and thereby reconveyed to said Robinson the same premises subject to the condition that his said notes should be paid, when the same became due, which mortgage was duly recorded April 21st 1881 in Book 16 page 606 Records of Mortgages of said Court. That afterwards to-wit April 2d 1883 said Ward conveyed said premises to the defendant Mary J. Larcom and to secure the payment to said Ward of the purchase money, the said defendants, Mary J. Larcom and C. J. Larcom, her husband, executed and delivered to said Ward their mortgage deed and thereby reconveyed to said Ward on said 2d day of April 1883 the premises aforesaid conditioned that if the said Mary J. Larcom should pay her three promissory notes of even date therewith one for one hundred dollars payable, April 1, 1885, one for one hundred dollars April 1, 1887 and one for seventy five dollars payable April 1, 1888; all with interest from April 1, 1883 then

the Conveyance to become void but otherwise to remain in full force which mortgage was duly filed for record April 2. 1883 by the Recorder of said County and Recorded May 21st 1883. That April 26, 1884 said Robinson surrendered to said Ward his Ward's notes aforesaid given to said Robinson in exchange for the notes of said Mary J. Sarcom given to said Ward for purchase money and secured by the mortgage aforesaid and said Robinson is now the bona fide holder and owner thereof. That no part of the money or notes secured by said mortgage has been paid and that there is now due thereon to said Robinson from said Mary J. Sarcom the sum of One hundred Dollars with interest from April 1, 1883 and will become due April 1, 188; One hundred Dollars and April 1, 1888 seventy five Dollars with interest from April 1, 1883 and the conditions of said mortgage have been broken and the same is become absolute by the terms thereof.

2d Answer & Action. That there is due said A.B. Robinson from said Mary J. Sarcom on her promissory note (a copy of which is hereto attached) the sum of One hundred Dollars with interest from April 1, 1883. Wherefore said A.B. Robinson prays that he may be made a party hereto; that judgment may be rendered against the defendant, Mary J. Sarcom for the sum of One hundred Dollars with interest from April 1, 1883; that said mortgage may be foreclosed, the premises ordered to be sold, priorities of lien be determined and declared and the proceeds of the sale be applied to the payment of the claims of said Robinson and for other proper relief.

A. B. Robinson

The State of Ohio, }
Union County, ss. } The said A.B Robinson being duly sworn says that 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 18th day of Feb. 1886.

J. D. Burgner, Clerk.

Copy of Notes.

Richwood, O. April 2, 1883.

April 1, 1885 after date I promise to pay to the order of David Ward One hundred Dollars at Richwood, O. Value received. Interest at 6 per cent from date.

Mollie J. Sarcom.

Copy Note B.

Richwood, O. April 2, 1883.

April 1, 1887 after date I promise to pay to the order of David Ward One hundred Dollars at Richwood, O. Value received at 6 per cent from date.

Mollie J. Sarcom.

Copy Note C.

Richwood, O. April 2, 1883.

April 1, 1888 after date, I promise to pay to the order of David Ward Seventy five Dollars at Richwood, O. Value received, at 6 per cent from date.

Mollie J. Sarcom.

On the 8th day of April, 1886, 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 and for said County, on the 10th day of March A.D. 1886, in the cause of

Robinson & Co. Plaintiff, and Mary J. Larcom Defendant: said Robinson & Co. obtained a judgment to decree against the said Mary J. Larcom and O. J. Larcom for the sum of Two hundred and fifty one and $\frac{85}{100}$ Dollars. And whereas it was there and there by said Court ordered, adjudged and decreed, that the said Mary J. Larcom and O. J. Larcom shall within 5 days from the 18th day of March A.D. 1886, pay unto the said Robinson & Co. the said sum of Two hundred and fifty one and $\frac{85}{100}$ Dollars with interest from 18th day of March A.D. 1886, at the rate of 6 per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in Plaintiff's petition, &c.: And whereas, the 5 days aforesaid have fully expired and the said sum of $251.\frac{85}{100}$ with interest and costs have not been paid as aforesaid, as appears to us of Record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Village of Richwood, County of Union and State of Ohio, bounded and described as follows: known as Lot No. 443 in Gill's Addition and bounded as follows; beginning at corner of J. D. Gill's & D. F. Hogan's Addition to Richwood: thence southerly with the course of Fulton Street 53½ feet; thence westerly parallel with out Lot No. 13 a distance of 8 poles: thence with the line of Fulton Street to south line of Lot No. 13: thence 8 poles to the beginning, containing 25.$\frac{23}{100}$ poles. You therefore command you, that you proceed to carry out 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 hereon, 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 8th day of April, A.D. 1886.

J. D. Burgner, Clerk.

{Seal}

The State of Ohio, }
Union County, ss. }

Sheriff's Return.

In obedience to the command of the order of sale hereto annexed I did on the 13th day of April 1886, summon W. H. Cartright, D. F. Parsons, H. D. Gill, 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 13th day of April A.D. 1886, 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 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 14th. day of April 1886, 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 15th day of May A.D. 1886, 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 said 15th day of May A.D. 1886, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came A.B. Robinson, who bid for the same the sum of Three hundred and sixty six and 6/100 Dollars, and said sum being two-thirds of the appraised value thereof; and said A.B. Robinson 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 and sixty six & 6/100 Dollars.

Sheriff's fees, - - - $5.94
Appraisers' fees - - 10.80
Printers' fees - - - 3.00

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

On the 24th day of May, 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Robinson & Co.,
vs.
Mary J. Larcan, et al.

Sheriff's Sale.

On order of sale.
Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed by the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, May 15th 1886, at or about the hour of one o'clock P.M., on said day, the following described real estate, to-wit: Situated in the Village of Richwood County of Union and State of Ohio, and bounded and described as follows: Being known as Lot No. 443, in Gills Addition. Beginning at a corner of J. S. Gills and H. T. Hogan's Addition to Richwood; thence southerly with the course of Fulton Street 5 3/4 feet; thence westerly parallel with Out Lot No. 13 a distance of 8 poles; thence with the line of Fulton Street to south line of Lot No. 13; thence eight poles to the beginning, containing 25 28/100 poles. Appraised at $550. Terms of Sale - cash.

Marion Hopkins, Sheriff Union Co., Ohio.
April 14th 1886. 38-5 w. p. f. $10.80

Proof of Publication.

S.S. Gardner, Attorney.

State of Ohio,
County of Union, ss: I, Robert Smith, do make oath that the advertisement, of which the annexed is copy, was published for five weeks, to-wit: April 15th, 22nd & 29th and May 6th & 13th, A.D. 1886, in the "Richwood Gazette", a weekly newspaper, printed in, and being of general circulation within said County, and of which I am editor.

Robert Smith.

Sworn to and subscribed before me, this 24th day of May, A.D. 1886.

J. D. Burgner, Clerk.

On the 7th day of June, 1886, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Robinson

Entry 5026

Mary J. [illegible] ... the ... Court ... the proce... and dec... simple ... out of ... proceeds ... the mort... tation, be... interest ... remain... the plain...

Pleas ... 15th Jud... the Court ... in the ye... following ... Eliza B...

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Theodore ... Poling, ... John J. ... Poling D... Orphia ... F. Poling ... Poling ... of land ... acres ... home bo... north-ea... land ... was ... his cha... Theodore ... dred D... She say... unpai... acres ... the lan... adjoini...

Robinson & Co. Plaintiffs
vs.
Entry 5026 Mary J. Larcom & others, Defts. This day came on this cause to be heard on the motion to confirm the sale made herein, whereupon the Court having heard the parties sustain said motion having found the proceedings regular. Therefore, the Court order the Sheriff to execute and deliver to said purchaser or his assigns a deed in fee simple for said real estate so sold. And the Court order the Sheriff out of the proceeds of said sale to pay first, the costs of this proceeding and second, the taxes due on the land and third the mortgage claim of A.B. Robinson, as set up in his cross petition, being the note mentioned in said petition for $ 275- with interest from April 1, 1883 and fourth, if there be any thing remaining to pay the same to the plaintiff in the above due the plaintiff.

Attest. J. D. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union the 3rd Sub-Division of the 10th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville in the 19th day of October in the year of our Lord, Eighteen Hundred and Eighty Five.

Heretofore, to-wit: On the 24th day of August, A.D. 1885, the following petition was filed with the Clerk of said Court, to-wit:

Court of Common Pleas,
Union County, Ohio.

4869 Elsja Bancroft, Plaintiff
vs.
Theodore Poling, Adeline Poling, W. Henry Poling, John J. Poling, Joseph R. Poling, David E. Poling, Orphia Ann Poling, James F. Poling and Attie Poling

The plaintiff says her father Roger Poling died testate devising to his son Theodore Poling 57½ acres of land in Union County, Ohio described as follows, to-wit: 57½ acres in Survey No. 2875 on which Theodore Poling resides, as his home bounded on the north west by Dickelmann's land, on the north-east by the Barker land, on the south-east by John Peavers land and the south-west by Archie Polings land. Said devise was to Theodore Poling for his life and then at his death to his children in fee. That said will provided that said Theodore and his children should pay to plaintiff One hundred Dollars and made the same a charge on said land. She says said sum has never been paid to her and remains unpaid and is a lien on said lot. There can be sold 7½ acres off of the south-east side of said 57½ acres, next to the land of John Peaver, said strip parallel to his farm adjoining, without injury to the balance of the farm.

Said Theodore Poling and Adaline Poling are lawfully inter married and have the following children to whom said land will belong at the death of Theodore Poling, viz.: Wm Henry Poling, aged 21 years next October, John J. Poling aged 19 years Joseph Roger Poling aged 13 years, David Edward Poling aged 11 years Orphia Ann Poling aged 8 years, James Fletcher Poling aged 5 years, Otte Poling aged 3 years. all residing with their parents in the said County of Union and said land. The plaintiff prays a decree for said $100 against parties and an order of sale of said 7½ acres of land and if any surplus remains after paying the same and costs that it be invested in a dwelling house in said 5 acres remaining unsold or in such manner as the land may require and that such other relief may be granted as land agents may require. J.W. Robinson is the executor of said will duly probated in said County and duly appointed.

Robinson & Piper,
Attorneys for Plaintiff.

The State of Ohio, }
Union County, ss. } Eliza Bancroft plaintiff, being duly sworn deposes and says, she believes the allegation of the foregoing petition are true.

Writ. to mark J. Q. Burgner.

Eliza her X mark Bancroft.

Sworn to before me and signed in my presence this 27 of August 1885.

J. Q. Burgner.

We the undersigned enter our appearance in the case and waive process on us.

J. W. Robinson {seal}
Theodore his X mark Poling {seal}
Adaline Poling {seal}

On the 29th day of September, 1885, the following answer of summons was filed with the clerk of said Court, to-wit:

Entry 4869

Eliza Bancroft
vs.
Theodore Poling and others } Court of Common Pleas, Union County, Ohio.

I, Wm. Henry Poling waive the service of summons on me in this case and consent to the sale of 7½ acres of the land as asked for in the petition in this case.

Henry Poling {seal}

To the Clerk:

Issue summons for the following: Theodore Poling, Adaline Poling, Wm Henry Poling, John J. Poling, Joseph R. Poling, David E. Poling, Orphia Ann Poling, James F. Poling, Otte Poling, Defendants and endorse petition to enforce lien and sell 7½ acres of land.

Robinson & Piper,
Attorneys for Plaintiff.

On the 29th day of August, 1885, 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 Theodore Poling, Adalade Poling Wm Henry Poling, John J. Poling Joseph R. Poling, David E. Poling, Orphia Ann Poling, James F. Poling and Otte Poling that they have been sued by Eliza Bancroft in the Court of Common Pleas, of Union County, and that unless they answer by the 26th day of September A. D. 1885, the petition of said, Eliza Bancroft against them filed in the Clerk's

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Theodore
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Orphia A

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 September A. D. 1885.
Witness my hand and the seal of said Court, this 29th day of August A. D. 1885.

J. L. Burgner, Clerk
By W. W. Winget, Deputy.

{Seal}

In action to enforce lien and sell 1½ acres of land.

The State of Ohio,
Union County, ss.

Sheriff's Return.

Received this writ Sept. 3d A. D. 1885, at 12 o'clock M. and pursuant to its command, on the 9th day of September A. D. 1885; I served the same by handing a true copy of this summons with endorsements thereon, to the within named defendants; Theodore Poling and Adelade Poling, Parents of the following named defendants, and by leaving a true copy of this summons with endorsements thereon at the usual place of residence of the within named defendants, William Henry Poling, John J. Poling, Joseph R. Poling, David E. Poling, Orphia Ann Poling and Atte Poling. The within named defendant, James F. Poling not found in the County.

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

Sheriff's Fees, $4.11

On the 19th day of October, 1885, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Entry 4869

Eliza Bancroft,
vs.
Theodore Poling, et al.

This day J. S. McCampbell is by the Court appointed Guardian ad litem to all of the infant defendants whereupon he appeared and filed the answer according to law. Whereupon the Court being fully advised in the premises do find all the allegations of the petition are true and all of the defendants have been duly made defendants, whereupon the Court find that there is due plaintiff One hundred dollars as alleged, which is a lien on said land in the petition described and that said land ought to be sold to pay the same. The Court, therefore order and decree that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell according to law, the 1½ acres off of the south side of the 51½ acres in said petition described, by taking off a strip of even width along the said south side and report to this term of Court.

On the 19th day of October, 1885, the following Answer of the Guardian ad litem was filed with the Clerk of said Court, to-wit:

Eliza Bancroft
vs.
Theodore Poling et al.

Court of Common Pleas, Union County, Ohio.

Now came John J. Poling, Joseph R. Poling, David E. Poling, Orphia Ann Poling, James F. Poling, Atte Poling by J. S. McCampbell

their guardian ad litem and for answer say they deny the allegations of the petition for the purpose of demanding proof of the same.

Jas. S. McCampbell,
Atty for Defendants.

On the 20th day of October, 1885, the following order of sale was issued by the Clerk of said Court, to-wit:

Order of Sale.

The State of Ohio. } Order of Sale
Union County, ss. } To the Sheriff of said County, Greeting:

Whereas at a Term of Court of Common Pleas held at Marysville in and for said County, on the 19th day of October A.D. 1885, in the cause of Eliza Bancroft, Plaintiff and Theodore Poling et al. Defendants said Elizabeth Bancroft obtained a judgment & decree against the said Theodore Poling et al. for the sum of One Hundred Dollars: And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Theodore Poling shall pay unto the said Elizabeth Bancroft the sum of One Hundred Dollars with interest from 19 day of Oct. A.D. 1885, at the rate of 6 per cent. per annum and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in plaintiffs petition, &c. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Allen County of Union and State of Ohio, bounded and described as follows: Seven and one-half acres off of the south east side of the 57½ acres in Survey No. 2875 in Union County, Ohio, which lot of 57½ acres is the home and residence of Theodore Poling and bounded as follows, viz: Bounded on the north-west by Dickelman's land, on the north east by the Baker land, on the south-east by John Paver's land and on the south-west by A. Poling's land. 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 thereof, 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 20th day of October A.D. 1885. {Seal} J. D. Burgner, Clerk.

The State of Ohio, }
Union County, ss. }

Sheriff's Return.

In obedience to the command of the order of sale hereto annexed I did on the 20th day of October 1885, summon Erasmus Poling, James Poling Jr. and George Weshbaugh, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and

and afterwards on the 20th day of October A.D. 1885, 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 eight 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 21st day of October 1885, 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 21st day of Nov. A.D. 1885 at 1½ 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 21st day of Nov. A.D. 1885 at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came John Deaver, who bid for the same the sum of Ten hundred and fifty Dollars, and said sum being more than two-thirds of the appraised value thereof, and said John Deaver 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 Ten hundred and fifty Dollars.

Sheriff's fees --- $8.61
Appraisers' fees --- 3.00
Printers' fees ----- 10.00

M. Hopkins, Sheriff.
By A. H. Goodenow, Deputy.

On the 17th day of December, 1885, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Eliza Bancroft
vs.
Theodore Poling et al.

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

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, O., I will offer at public sale at the north door of the Court House, in Marysville, Ohio, on Saturday, November 21st, 1885, 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 Allen, County of Union, State of Ohio, and being known and described as follows: Seven and one-half acres off of the south-east side of the 57½ acres in Survey No. 2875 in Union County, Ohio, which lot of 57½ acres is the home and residence of Theodore Poling and bounded as follows; to-wit: Bounded on the north-west by Deckelman's land, on the north-east by the Barker land, on the south-east by John Deaver's land, and on the south-west by A. Poling's land. Appraised at $38. 00 per acre.
Terms of Sale - Cash.
Marion Hopkins, Sheriff of Union County.
October 21. 1885 - 5t - pf $10.00
Robinson and Piper, Attorneys

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. 21, 1885.

L. D. English.

Sworn to and subscribed before me, this 17th day of December, 1885.

J. D. Burgner, Clerk.

On the 22d day of December, 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Eliza Bancroft

vs.

Entry 4869 Theodore Poling et al. This day came on this cause to be further heard by the Court, whereupon the Court find the sale by the Sheriff to John Beaver for the 7½ acres of land in the petition described and the Court therefore order and decree that said sale be confirmed and the Sheriff make a deed therefor to said purchaser - and the Court order that said land be run off A. S. Moody, Surveyor and the expense be taxed in the costs. And it appearing that a mistake was made in the amount of the decree and that plaintiff was and is entitled to interest on her legacy for three years, to-wit: Eighteen Dollars and therefore the Court order and decree that the sum of One hundred and Eighteen Dollars be paid her out of said purchase money and it is ordered that the tax due on said 7½ acres be paid and the costs of this proceeding. And it appearing that M. Thompson holds a claim for $9.90 for materials furnished Theodore Poling to go into a house on said 5 7½ acres and J. A. Dunn holds a claim for $9.38/100 for labor on said house and Vanderan & Woodruff hold a claim for $3.12/100 for lime used on said house and that Fleck and Chapman hold a claim for $ 21.0/100 for lumber which went into said house. And the Court finding that said claims are a lien on said 5 7½ acres lands and should be paid and are equal in their equities. Therefore, it is considered, ordered and adjudged by the Court that after paying said decree and interest and costs and tax, that the balance of said purchase money be paid to said claimants in the amounts above mentioned. If any balance remain that it be held for further order of the Court.

Attest. J. D. Burgner Clerk.

Petition 5009 Pleas... within ... Judicial ... the Coun... in the ... Held to... Petition ... David M... Ag... Henry ... Helen G. M... Defendan... dent of th... right to, ... eth ... part ... County. A... heirs of ... and from ... described ... Thompson ... pides mor... said Sum... E. 160 po... of said S... S. 84° W. 4... owned by ... line N. 5 ... thence no... between ... of said S... to his sou... the place ... the same ... me and ... the Court ... French a... were def... Plaintiff ... of Union ... of Union ... who resi... in comm... Henry ... twenty-eth ... O. Mulfo... part of ... fee simp... ses and ... on-twen...

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas within and for the County of Union the 3d. Sub-Division of the 10th. Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d. day of February in the year of our Lord Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 12th. day of January, 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Petition 5009

David Mulford, Plaintiff

Against

Henry Hudson, Shobel P. Mulford, Helen B. Mulford and Julia Pope, Defendants.

Court of Common Pleas, Union County, Ohio.

The plaintiff says: That he is a resident of the County of Union and State of Ohio, and that he has a legal right to, and is seized in fee simple of one undivided one-twentieth part of the following real estate situate in Jerome Township, Union County, Ohio, and in Virginia Military Survey No. 6595, patented to the heirs of Thomas Packer, part of the Reuben Good farm from Miles Depp and from heirs of Reuben Good to said Henry Hudson, bounded and described as follows: Beginning in the north line of said Survey at Thompson Bishop's north-east corner: thence with said line N. 84° E. 20 poles more or less to the north-west corner of John H. Preston's land in said Survey: thence with the west line of the said Preston's land S. 5° E. 160 poles more or less to his south west corner in south line of said Survey, Hudson's south east corner: thence with said line S. 84° W. 40 poles more or less to south east corner of 52¼ acres lately owned by heirs of Abram Depp in said Survey: thence with Depp's line N. 5 W. 79 poles more or less to another of the Depp's corners: thence with the several courses and distances in the boundary between the Depp's aforesaid, and said Hudson to the south line of said Bishop's land: thence with said Bishop's southerly lines to his south-east corner. thence with said Bishop's east line to the place of beginning, containing 36 acres more or less. And being the same tract of land of which plaintiff and others received one undivided one-fifth part thereof in an action No. 3452 in the Court of Common Pleas of Union County, Ohio, wherein Lucy C. French and others were plaintiffs and John H. Preston and others were defendants. And found in Complete Record Vol. 23 Page 403. Plaintiff says that Henry Hudson, who resides in said County of Union; and said Julia Pope, who also resides in said County of Union; and said Shobel P. Mulford and Helen B. Mulford, who reside in Angeles County, State of California; are tenants in common with the plaintiff in said premises. That the said Henry Hudson owns in fee simple one undivided sixteen-twentieths (16/20) or 4/5 of said premises. That the said Shobel P. Mulford owns in fee simple one undivided one-twentieth (1/20) part of said premises. Said Helen B. Mulford owns in fee simple one undivided one-twentieth (1/20) part of said premises and the said Julia Pope owns in fee simple one undivided one-twentieth part of said premises. The plaintiff therefore.

prays that partition of said lands and tenements may be made or if the same can not be done without manifest injury then that the said premises may be ordered to be sold and that such proceedings be had in the premises as are authorized by law.

Porter & Porter and Robinson & Piper,
Attorneys for Plaintiff.

David Mulford, the plaintiff being duly sworn, makes oath that the facts stated in the foregoing petition are true as he believes. D. Mulford.

Sworn to by David Mulford before me and signed by him in my presence, this 12th day of January A.D. 1886.

J.D. Burgner, Clerk

Waiver of Summons.

We hereby waive the issuing and service of summons in this case upon us and enter our appearance herein and we waive all questions as to time. January 12, 1886.

Julia Pope
S.P. Mulford &
Helen B. Mulford
By Robinson & Piper, their attorneys

Praecipe. Clerk:

Issue summons for Henry Hudson in the within entitled case, returnable according to law. Endorse "Action for partition of land."

Porter & Porter and Robinson & Piper,
Attorneys for Plaintiff.

On the 12th day of January, 1886, 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 the County of Union, Greeting:

We command you to notify Henry Hudson that he et al. have been sued by David Mulford in the Court of Common Pleas of Union County, and that unless he answer by the 13th day of February A.D. 1886, the petition of said plaintiff, David Mulford 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 25th day of January A.D. 1886. Witness my hand and the seal of said Court, this 12th day of January A.D. 1886. J.D. Burgner, Clerk.

In action for partition of land.

I hereby acknowledge service of the within summons this 18th day of January, 1886.

Henry Hudson.

On the 26th day of February, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry. David Mulford
vs
Henry Hudson et al. } This day this cause came on to be heard by the Court. Whereupon the Court being fully advised in the premises do find that the parties have been duly notified of the pendency of this petition and that plaintiff is entitled to have partition of the lands in said petition described, and therefore it is ordered and decreed by the Court that a Writ of Partition issue to the Sheriff of this County, commanding him by the oaths of William Smith, J.A. Anderson and Christopher Hruston, three disinterested freeholders of the vicinity, not akin to either of said parties

that he assign and set off to the plaintiff one-twentieth part of said premises: To Henry Hudson defendant four fifths part thereof
To Shobel P. Mulford, one-twentieth part of said premises and
To Helen B. Mulford, one-twentieth part thereof and
To Julia Pope one-twentieth part thereof and that said lands will not bear partition without manifest injury that they return their appraisement thereof.

On the 1st day of March, 1886, the following Writ of Partition was 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 oath of Wm Smith Christopher Huston and James A. Henderson you cause partition to be made of the following described premises, situate in Jerome Township in County of Union and State aforesaid, and in Virginia Military Survey No. 6595 patented to the heirs of Thomas Parker part of the Ruben Good farm, Miles Depp and from heirs of Reuben Good to said Henry Hudson, bounded and described as follows: Beginning in the north line of said Survey at Thompson Bishop's north-east corner: thence with said line N. 84° E. 20 poles more or less to the north-west corner of John H. Preston land in said survey: thence with the west line of the said Preston's land S. 5° E. 160 poles more or less to his south-west corner in south line of said Survey, Hudson's south-east corner: thence with said line S. 84 W. 40 poles more or less to south-east corner of 52¼ acres lately owned by heirs of Abram Depp in said Survey: thence with Depp's line N. 5° W. 79 poles more or less to another of the Depp's corners: thence with the several courses and distances in the boundary between the Depp's aforesaid and said Hudson to the south line of said Bishop's land: thence with said Bishop's east line to the place of beginning, containing 36 acres more or less, and being the same tract of land of which plaintiff and others recovered one undivided one-fifth part thereof in an action No. 3452 in Court of Common Pleas of Union County, Ohio, in which Lucy V. French and others were plaintiffs and John H. Preston and others were defendants, among the persons named herein, and in the following proportions, to-wit:

To Henry Hudson ---------- 1/20 part,
to Shobel P. Mulford ---------- 1/20 part,
to Helen B Mulford ---------- 1/20 part,
to Julia Pope ---------- 1/20 part,
to David Mulford, plaintiff ---------- 1/20 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, wherein the said David Mulford, petitioner, and the said Henry Hudson, Julia Pope, Shobel P. Mulford and Helen B. Mulford 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 1st day of March A.D. 1886.

J.2. Burgner, Clerk.

(Seal)

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Wm Smith, J.A. Henderson & Christopher Houston causing said partition to be made as will appear by the report of the Commissioners, herewith returned. Given under my hand, this 2d day of March A.D. 1886.

M. Hopkins, Sheriff.

Sheriff's fees, $3.72
Com. fees, $3 00

Com'rs' Report.

David Mulford
Against
Henry Hudson et al.

Commissioners' Report.

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 we do estimate the value of the same at fifty five ($55 00) dollars per acre. Given under our hands, this 2d day of March, A.D. 1886.

Wm Smith
Christopher Houston
J.A. Henderson
} Commissioners.

On the 2d day of March, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry.

David Mulford, Plaintiff
vs.
Henry Hudson et al. Defendants

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein. And on motion to confirm the same and it appearing that said estate cannot be divided by metes and bounds, without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises to wit in the sum of fifty five Dollars ($55 00) per acre, the Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value, on motion of the plaintiff it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of said County of Union and that said Sheriff return his proceedings to this Court without unnecessary delay.

On the 3d day of March, 1886, the following Order of Sale in Partition 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:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the February Term A.D. 1886, in a certain petition for partition, now pending in said Court, wherein David Mulford is petitioner and Henry Hudson, Shobel D Mulford, Helen B. Mulford

and Celia Pope are respondents, we command you that, without delay, you proceed to sell at public Auction the lands and tenements in said petition described, to-wit: Situate in Jerome Township, Union County, Ohio, and in Virginia Military Survey No. 6595 patented to the heirs of Thomas Parker, part of the Reuben Good farm from Miles Depp and from heirs of Reuben Good to said Henry Hudson, bounded and described as follows: Beginning in the north line of said Survey at Thomas Bishops north-east corner, thence with said line N. 84 E. 20 poles, more or less, to the north-west corner of John H. Prestons land in said Survey, thence with the west line of the said Prestons land S. 5° E. 160 poles more or less to his south-west corner in south line of said Survey, Hudsons south-east corner, thence with said line S. 84° W. 40 poles more or less to south-east corner of 52¼ acres lately owned by heirs of Abam Depp in said Survey, thence with Depp's line N. 5° W. 79 poles more or less, to another of the Depp's corners, thence with the several courses and distances in the boundary between the Depp's aforesaid and said Hudson to the south line of said Bishop's land, thence with said Bishop's southerly line to his south-east corner, thence with said Bishop's east line to the place of beginning, containing 36 acres more or less. And being the same tract of land of which plaintiff and others recovered one undivided one-fifth part thereof in an action No. 3452 in the Court of Common Pleas of Union County, Ohio, in which Lucy V. French and others were plaintiffs and John H. Preston and others were defendants, and found in Complete Record Vol. 23, Page 403; 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 and there this Writ.

Witness my hand and the seal of said Court, at Marysville this 3d day of March, A. D. 1886.

{seal}

J. L. Duguer, Clerk.

Sheriff's Return.

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and in general circulation in Union County, Ohio: and on the 3d day of April A. D. 1886, at 11 o'clock, 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 there and there came Henry Hudson, who bid for the same the sum of Sixty six Dollars per acre: said sum being more than two-thirds the appraised value: and he being the highest and best bidder was declared the purchaser.

Service -- 80	Mortgage & Record $3.25		
Mileage -- 00	Total -- $19.79		
Copy to Printer 30	Printers fees $21.00		
Poundage $15.94			

W. Hopkins, Sheriff.
Union County, Ohio.

On the 5th day of April 1886, the following Proof of Publicatom was filed with the Clerk of said Court, to-wit:

David Mulford
vs.
Henry Hudson et al.

Sheriffs Sale.
Court of Common Pleas, Union County, Ohio.
Order of Sale in Partition

By virtue of the above stated writ, to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, April 3d 1886. at or about the hour of one o'clock p.m. on said day the following described real estate, to-wit: Situated in the township of Jerome, County of Union and State of Ohio, and bounded and described as follows: And in Virginia Military Survey No. 6595, patented to the heirs of Thomas Parker, part of the Reuben Good farm from Miles Depp and from heirs of Reuben Good to said Henry Hudson, bounded and described as follows: Beginning in the north line of said Survey at Thompson Bishop's north-east corner; thence with said line north 84 east 20 poles, more or less, to the north-west corner of John H. Preston's land in said Survey; thence with the west line of the said Preston's land south 5 east 160 poles, more or less, to his south-west corner in south line of said Survey Hudson's south-east corner: thence with said line south 84 west 40 poles, more or less, to south-east corner of 52¼ acres lately owned by heirs of Abram Depp in said Survey; thence with Depp's line north 5 west 79 poles, more or less, to another of the Depp corners; thence with several corners and distances in the boundary between the Depp's aforesaid and said Hudson to the south line of said Bishop's land; thence with said Bishop's southerly line to the south-east corner: thence with said Bishop's east line to the place of beginning, containing thirty six (36) acres, more or less, and being the same tract of land of which plaintiff and others recovered the undivided one-fifth part thereof in an action, No. 3752, in the Court of Common Pleas of Union County, Ohio, in which Lucy A. French and others were plaintiffs and John H. Preston and others were defendants and found in complete Record, Vol 23, Page 403. Appraised at $55 per acre. Terms of Sale — One-third cash; one-third in one year and one-third in two years. Deferred payments to be secured by mortgage on premises sold.

Marion Hopkins.
Sheriff Union County, Ohio.

Porter & Porter & Robinson & Piper, Attorneys. March 3, 1886, 50-ff $21.

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 March 3, 1886,

John H. Shearer.

Sworn to and subscribed before me, this 5th day of April, 1886.

J. D. Bringner, Clerk

Entry 5009

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On the 7th day of April, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

David Mulford

vs.

Entry 5009 Henry Hudson et al. This day came on this cause to be heard on the motion to confirm the sale of the land to Henry Hudson and it appearing that the quantity of land is 33 acres and that all of the proceedings are regular and in conformity with law it is ordered by the Court that said Sale be confirmed and the Sheriff required to execute to said purchaser a deed in fee simple for said land in the petition described.

And the Court order that the taxes due on said land be paid, amounting to $6.70/100, out of the purchase money and the costs of these proceedings, including an Attorny fee $57.67/100 to Porter & Porter and Robinson & Piper in the proportion of the several shares of said land owners and the balance of the cash payment be paid to the parties in the same proportions and the notes and mortgage for the two deferred payments viz one and two years from April 6, 1886, with interest, be executed to said parties in the same proportions. All rights as to back rents and as to claims for interest on judgment for value of improvements under the occupying claimant, proceedings are secured to the parties.

Attest: J. D. Bruguer Clerk.

Pleas before his Honor Chas. S. Lee Judge of a Court of Common Pleas within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22nd day of February, in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore to-wit: On the 12th day of January A. D. 1886, the following Petition was filed with the Clerk of said Court, to-wit:

David Mulford, Plaintiff

Against

Petition 5007. John W. Preston, Shobel P Mulford Helen B. Mulford and Julia Pope, Defendants.

Court of Common Pleas, Union Co. Ohio.

The plaintiff says: That he is a resident of the County of Union and State of Ohio, and that he has a legal right to, and is seized in fee simple of one undivided five-twentieth 1/20 part of the following real estate, situate in Jerome Township, Union County, Ohio, and in Virginia Military Survey No. 6595, patented to the heirs of Thomas Parker. Beginning at

the north east corner of said Survey. Thence with east line of said Survey S5 & 160 poles more or less to the South-east corner of said Survey. Thence with the south line of said Survey S. 84 W. 83 poles more or less to the south-east corner of Henry Houdon, on said Survey. Thence with the east line of said Houdon N. 3 W. 160 poles more or less, to the north east corner on the north line of said Survey. Thence with this line N. 84 E. 83 poles, more or less, to the beginning, containing 83 acres more or less. And being the same tract of land of which plaintiff and others recovered the undivided one fifth part thereof in an action No. 3452 in the Court of Common Pleas of Union County, Ohio, in which action said Chas. Trench and others were plaintiffs and John H. Preston and others were defendants, and found in Complete Record Vol. 23, Page 403. Plaintiff says that John H. Preston, who resides in said County of Union and said Julia Pope, who also resides in said County of Union, and said Shobel P. Mulford and Helen B. Mulford, who reside in Angeles County, State of California, are tenants in common with the plaintiff in said premises. That the said John H. Preston owns in fee simple the undivided sixteen-twentieths (16/20), or 4/5 of said premises. That the said Shobel P. Mulford owns in fee simple the undivided one-twentieth (1/20) part of said premises. That said Helen B. Mulford owns in fee simple the undivided one-twentieth (1/20) part of said premises, and the said Julia Pope owns in fee-simple one undivided one-twentieth part of said premises. The plaintiff therefore prays that partition of said lands and tenements may be made, or if the same can not be done without manifest disprey, then that the said premises may be ordered to be sold and that such proceedings be had in the premises as are authorized by law.

Porter & Porter and Robinson & Piper,
Attorneys for Plaintiff.

David Mulford, the plaintiff, being duly sworn, makes oath, that the facts stated in the foregoing petition are true as he believes.

D. Mulford.

Sworn to by David Mulford before me and signed by him in my presence, this 12th day of January A. D. 1886.

J. L. Burgner, Clerk.

We hereby waive the issuing and service of summons in this case upon us and enter our appearance herein, and we waive all questions as to time. January, 1886.

Julia Pope
S. P. Mulford &
Helen B. Mulford
By Robinson & Piper, their Atty's.

Praecipe Clerk:

Issue summons for John H. Preston in the within entitles case, returnable according to law. Endorse "Action for Partition of land."

Robinson & Piper and Porter & Porter.

On the 12th day of January, 1886, the following Summons was issued by the Clerk of said Court.

Summons.

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Summons.

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

We command you to notify John H. Preston that he and others have been sued by David Mulford in the Court of Common Pleas of Union County, and that unless he answer by the 13th day of February A.D. 1886, the petition of said plaintiff, David Mulford 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 25th day of January A.D. 1886. Witness my hand and the seal of said Court, this 12th day of January A.D. 1886.

J.L. Bingner, Clerk.

Endorsed: In action for Partition of land.

I hereby acknowledge service of the within Summons, this 18th day of January 1886.

John H. Preston.

On the 15th day of February A.D. 1886, the following Cross Petition was filed in the office of said Court, to-wit:

David Mulford
vs.
John H. Preston et al. } Court of Common Pleas, Union County, Ohio.

Now comes the said Julia Pope and for answer to the plaintiffs petition and by way of Cross Petition says she is the owner of and entitled to the possession of the undivided twentieth part of the land in said petition described and she is entitled to hold the same in severalty and she prays that her said twentieth part thereof be set off according to law to her, if the same cannot be done without manifest injury that the same be sold and she have and receive her share of the proceeds thereof.

Robinson & Pipes, her Attorneys.

The State of Ohio, }
Union County, ss. } Julia Pope, being duly sworn deposes and says she believes the allegations of the foregoing Cross Petition are true.

Julia Pope.

Sworn to before me and signed in my presence by Julia Pope this 15th day of February, 1886.

J.L. Bingner, Clerk.

On the 26th day of February, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

David Mulford
vs
John H. Preston } This day this cause came on to be heard by the Court. Whereupon the Court being fully advised in the premises do find that the parties have been duly notified of the pendancy of this petition and that plaintiff is entitled to have partition of the lands in said petition described and therefore it is ordered and decreed by the Court that a Writ of Partition issue to the Sheriff of this County, commanding him by the oaths of William Smith J.A. and Christopher Houston,

Entry 5007.

three disinterested freeholders of the vicinity, not of kin to either of said parties; that he assign and set off to the plaintiff one-twentieth part of said premises:
To John H. Preston, defendant, four-fifths part thereof.
To Thekla P. Mulford one-twentieth part of said premises
To Helen B. Mulford one-twentieth part thereof and
To Julia Pope one-twentieth part thereof; and that said board will not bar Partition, without manifest injury that they return their appraisement therefor.

On the 2d day of March, 1886, the following Writ of Partition was issued by the Clerk of said Court, to-wit:

Writ of Partition.

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

We command you, that without delay, by the oaths of Wm. Smith James A. Henderson and Christopher Hetherington you cause Partition to be made of the following described premises, situate in the County of Union and State aforesaid, Jerome Township, Union County, Ohio, and on Virginia Military Survey No. 6595, patented to the heirs of Thomas Parker. Beginning at the north east corner of said Survey. Thence with east line of said Survey S. 5 E. 160 poles, more or less, to the south-east corner of said Survey. Thence with the south line of said Survey S. 84. W. 83 poles, more or less to the south-east corner of Henry Hudson in said Survey. Thence with the east line of said Henry Hudson N. 5 W. 160 poles more or less to the north-east corner on the north line of said Survey thence with this line N. 84 E. 83 poles more or less to the beginning, containing 83 acres, more or less. And being the same tract of land of which plaintiff and others recovered the undivided one fifth part thereof in an action No. 3752 in the Court of Common Pleas of Union County, Ohio, in which action Lucy A. French and others were plaintiffs and John H. Preston and others were defendants, among the persons named herein, and in the following proportions, to-wit:

To John H. Preston - - -

the same by the metes of Wm Smith J. A Henderson and Christopher Houston causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand, this 2d day of March A.D. 1886.
Sheriffs fees, $3.42
Com. fees, $3.00
M. Hopkins, Sheriff.

David Mulford
Against
John H. Preston, et al.
Commissioners' Report.
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, are of the opinion that the said lands cannot be divided with out manifest injury; and we do estimate the value of the same at seventy ($70.00) dollars per acre. Given under our hands, this 2d day of March, A.D. 1886.

Wm. Smith.
J. A. Henderson
Christopher Houston
Commissioners.

On the 2d day of March, 1886, the following Entry confirming Report of Commissioners, was made on the Journal by the Clerk of said Court, to-wit:

David Mulford, Plaintiff
vs.
John H. Preston, et al. Defendants
In Partition.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same, and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises to-wit: in the sum of Seventy Dollars ($70.00) per acre, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon, neither of said parties electing to take the said premises at the appraised values, on motion of the plaintiff it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of said Union County. And that said Sheriff return his proceedings to this Court without unnecessary delay.

On the 3d day of March, 1886, the following Order of Sale in Partition was issued by the Clerk of said Court, to-wit:

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 February Term, A.D. 1886, in a certain petition for partition, now pending in said Court,

wherein David Mulford is petitioner and John H. Preston, Ethel O. Mulford, Helen B. Mulford and Julia Pope are respondents, We command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit: Situate in Jerome Township, Union County, Ohio, and in Virginia Military Survey No. 6595, patented to the heirs of Thomas Parker. Beginning at the north-east corner of said Survey. Thence with east line of said Survey S. 5 E. 160 poles, more or less to the south-east corner of said Survey. Thence with the south line of said Survey S. 87 W. 83 poles, more or less to the south-east corner of Henry Henderson on said Survey. Thence with the east line of said Henderson N. 5 W. 160 poles more or less to the north-east corner on the north line of said Survey. Thence with this line N. 87 E. 83 poles more or less to the beginning, containing 83 acres, more or less, And being the same tract of land of which Plaintiff owned & was seized the undivided one-fifth part thereof in an action No. 3752 in the Court of Common Pleas of Union County, Ohio, in which action Lucy A. French and others were plaintiffs and John H. Preston and others were defendants and found in Complete Record Vol 23 Page 403, and that upon proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ.

Witness my hand and the seal of said Court, at Marysville this 3d day of March A.D. 1886. J. C. Burgner,

{Seal} Clerk.

Sheriff's Return.

As commanded by this Writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio; and on the 3d day of April A.D. 1886, at 1 o'clock P.M., of 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 David Mulford, who bid for the same the sum of Sixty Dollars per acre; said sum being more than two-thirds the appraised value: and he being the highest and best bidder, was declared the purchaser.

Sheriff's fees, $26.30 Jno. Hopkins, Sheriff, Union County Ohio.
Printers' fees 16.51

On the 5th day of April, 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Proof of Publication

David Mulford
vs
John H. Preston et al

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

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday April 3d, 1886, at or about the hour of one o'clock p.m. on said day

Entry 5007

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the following described real estate, to-wit: Situated in the Township of Jerome, County of Union and State of Ohio, and bounded and described as follows: In Virginia Military Survey No. 6395, patented to the heirs of Thomas Barker, beginning at the north-east corner of said Survey; thence with the east line of said Survey, S. 3° E. 160 poles, more or less, to the south-east corner of said Survey; thence with the south line of said Survey, S. 87 W. 83 poles, more or less, to the south-east corner of Henry Hudson in said Survey; thence with east line of said Hudson, N. 3 W 160 poles more or less to his north-east corner in the north line of said Survey; thence with this line N. 87, E 83 poles, more or less, to the beginning, containing 83 acres, more or less, and being the same tract of land of which plaintiff and others recovered the undivided one-fifth part thereof in an action, No. 3452, in the Court of Common Pleas of Union County, Ohio, in which action Lucy C. French and others were plaintiffs, and John M. Preston and others were defendants, and found in complete record, volume 23, page 403. Appraised at $70. 00 per acre.

Terms of Sale-One-third cash, one-third in one year and one-third in two years, deferred payments to be secured by mortgage on the premises.

Porter & Porter and
Robinson & Piper, Attorneys.

Marion Hopkins,
Sheriff, Union County, Ohio.
March 3, 1886-5w-$16.50

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 March 3d 1886. John M. Shearer.

Sworn to and subscribed before me, this 5th day of April 1886.
J.Q. Bruyner, Clerk.

On the 7th day of April, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

D. Mulford
vs.
John M. Preston et al. } This day came on this cause to be heard on the motion to confirm the sale of the land to David Mulford and it appearing that the quantity of land is 80 acres and that all of the proceedings are regular and in conformity with law, it is ordered by the Court that said Sale be confirmed and the Sheriff of this County required to execute to such purchaser a deed in fee simple for said land in said petition described. And the Court order that out of the Cash payment the Sheriff pay the taxes on said land, amounting to $41 72/100 including the $2. 79/100 penalty, the costs of this proceeding, including an Attorney fee of $7. 00 to Porter & Porter and Robinson & Piper to be borne in the proportion to their several interests in said land and that the balance be

Entry 5007

paid out by him in the same proportions to said parties and the notes and mortgage for the two deferred payments with interest from April 6, 1886, be made to said several parties with same proportions. All rights as to back rents and as to claims for interest on the judgment for improvements, under the occupying claimant, proceedings are reserved to the parties.

Attest. J. L. Bumgarner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 19th day of October, in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 17th day of June, 1886, the following Petition was filed with the Clerk of said Court, to-wit:

Andrew McLaughlin, Plaintiff in Error
vs.
Leander Gosnell and Hester Gosnell,
Defendants in Error.

Court of Common Pleas,
Union County, Ohio.
Petition in Error.

The Plaintiff says:

The defendants Leander Gosnell and Hester Gosnell on the 11th day of June 1885, in a certain action for forcible detention before M. W. Hill, J. P. of Claybourne Township, said County, wherein the said Leander Gosnell as agent of Hester Gosnell, was plaintiff and the said Andrew McLaughlin was defendant, recovered a judgment in said action for the sum of $7.20 costs and an order for the restitution of the premises described in their complaint, a copy of which complaint is given in the transcript of the proceeding in said case, which is hereto attached marked "A" and duly certified and made a part of this petition. Said plaintiff herein says there is error in the said record and proceedings in this to-wit: First, said Justice erred in proceeding to try said cause of forcible detention and rendering judgment against plaintiff herein, on the 11th day of June, when the complaint of said Hester and Leander Gosnell was not filed until that time and no summons was issued for said plaintiff herein after the filing of said complaint.

Second, Said Justice erred in rendering judgment against said plaintiff herein when the said complaint did not show a sufficient cause of action against him.

Third, Said Justice erred in rendering judgment against said plaintiff herein by default on the 11th day of June

at 8 A.M. when there was no time specified in the summons for the appearance of said Wm. Saughlin on said 11th day. Fourth. Said Justice erred in rendering judgment against said plaintiff herein in favor of said Leander Gosnell. Fifth. Said Justice erred in rendering judgment against said plaintiff herein on the 11th day of June 1885 at 8 o'clock A.M. when said cause should have been dismissed and judgment should have been rendered against said complainants for the costs. Wherefore plaintiff prays that the said judgment may be revised and the said plaintiff restored to all things he has lost by reason thereof.

S.S. Gardiner, Plff's Atty.

State of Ohio, }
Union County, ss. } Andrew Mc. Saughlin being duly sworn says the facts and allegations in the foregoing petition are true as he verily believes.

Andrew Mc. Saughlin.

Sworn to and subscribed in my presence, this 12th day of June 1885.

H. J. Rucker, Notary Public.

Hester Gosnell for Leander Gosnell, Agent, Plaintiff.
Against
Andrew Mc. Saughlin,

Before M. D. Hill, Justice of the Peace of Claybourne Township Union County, Ohio.

Transcript.

June 11th, 1885; the plaintiff filed her bill of particulars which is in substance as follows: The undersigned Leander Gosnell, Agent for Hester Gosnell, a resident of the County of Union, State of Ohio, doth hereby make her complaint to you against one Andrew Mc. Saughlin for this: that the said Andrew Mc. Saughlin hath ever since the 10th day of May, 1885; and doth still unlawfully and forcibly detain from the said Hester Gosnell possession of the following premises, situated in the Village of Richwood, Township of Claybourne, in said County of Union and described as follows: A house used as a saloon on Lot No. 65 in the west of said Lot in the Village of Richwood. said Andrew Mc. Saughlin entered upon said premises as the tenant of the undersigned the lease therefore expired at the time herein first mentioned and from that time the said Andrew Mc. Saughlin hath unlawfully and forcibly held over his said term on the 18th day of May 1885. the undersigned duly served upon the said Andrew Mc. Saughlin as required by law notice in writing to leave said premises. The undersigned asks process and restitution and her costs - dated this 8th day of June 1885. Hester Gosnell by her Agent Leander Gosnell June 8th 1885; issued summons of the above, returnable June 11th 1885, and handed to James Huggert, Constable, also subpoena for Wm Murphy and Henry Murphy on the 11th day of June and handed to Jas. Huggert, Constable. June 11th 1885. Writ returned, indorsed as follows: Received this Writ

June 8th 1885 and June 8th 1885, served the same on defendant by handing him certified copy thereof. Service and return, 25¢ copy, 25¢ Mileage, 20¢ Total, 70¢. Jas. Huggert.

June 11th 1885, 8 o'clock A.M. the plaintiff Leander Gosnell, Agent, appeared, also Wm Murphey, witness for plaintiff but the defendant Andrew McLaughlin appeared not nor for one hour thereafter; thereupon I proceeded to examine the plaintiff, also Wm Murphy and after hearing the evidence do find that the defendant Andrew McLaughlin guilty in manner and form as the plaintiff has set forth in his complaint. It is therefore considered by me that the plaintiff have restitution of the premises, mentioned and described in his complaint and recover of said defendant the costs herein, taxed at $7.30

M.W. Hill, J.P.

State of Ohio, }
Union County, ss. } I hereby certify that the above is a true and correct copy of proceeding had by and before me at my office in said Township in above entitled case. M.W. Hill,

June 12th 1885. Justice of the Peace.

On the 17th day of June, 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Andrew McLaughlin, Plaintiff in Error, } Court of
vs. } Common Pleas.
Leander Gosnell Hester Gosnell, Defendants in Error.

This day this cause came on to be heard upon the application of the plaintiff in Error to file his petition in error to reverse the judgment and order of M.W. Hill, J.P. of Claybourne Township, Union County, Ohio, made in the case of Hester Gosnell & L. Gosnell against said plaintiff in error on the 11th day of June, 1885. And the Court find that due and legal notice of the application to file said petition had been served upon said defendants in error and do grant leave to said plaintiff in error to file said petition in error and order that said plaintiff in error enter into an undertaking for stay of execution in the sum of $150.00 as provided by statute.

On the 19th day of June, A.D. 1885, the following Undertaking in Error was filed with the Clerk of said Court, to-wit:

Undertaking in Error.

From Common Pleas Court to Circuit Court.

Whereas, Andrew McLaughlin has instituted proceedings in the Common Pleas Court in and for the County of Union, Case No. 4851 on the docket of said Court to reverse a judgment rendered in the Court of M.W. Hill, J.P. in said County, on the 11th day of June, 1885, in favor of L. Gosnell and Hester Gosnell against the said Andrew McLaughlin for the sum of Seven Dollars and Twenty cents costs and restitution of premises described in complaint. Now therefore, we, Andrew McLaughlin and G.L. McFarlen, do bind ourselves to the said L. Gosnell and Hester Gosnell in the sum of One hundred and Fifty Dollars, that the said judgment

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Notice
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shall be affirmed in whole or in part, we will pay to the said L. Gosnell & Hester Gosnell, the whole or the part of the said judgment so affirmed, and the costs which have accrued or may accrue, in the Common Pleas Court.

Dated this 18th day of June, A. D. 1885.

Signed and sealed in our presence:

S. S. Gardner. | Andrew Mc. Laughlin (Seal) | G. L. Mc. Frazier (Seal)

The execution of the above undertaking and the sufficiency of the sureties thereon approved by me, this 19th day of June, A. D. 1885. J. L. Burgner.

Clerk of the said County.

On the 19th day of June, 1885, the following Notice was issued by the Clerk of said Court, to-wit:

Andrew Mc. Laughlin, Plaintiff in Error. | In the Court of Common Pleas of Union Co., Ohio.

Against

Notice 4851. Leander Gosnell and Hester Gosnell, Defendants in Error

To M. W. Hill, Esq. J. P. of Claybourne Township, Union County, Ohio.

Sir:

You are hereby notified under section 6612 Revised Statutes of Ohio, that at the May 1885, term of this Court leave was granted to the above named plaintiff in error to file a petition in error in said Court to reverse the decision of M. W. Hill J. P. of Claybourne Township, Union County, Ohio, in a certain action in forcible detainer decided by said J. P. on the 11th day of June A. D. 1885; wherein Hester Gosnell and Leander Gosnell her agent were plaintiffs and said Andrew Mc. Laughlin was defendant. This is therefore, to command you to stay further proceedings in said action in your Court until final hearing of said petition in error. Said plaintiff has duly executed an undertaking in said action as required by law. If said defendants in error have been put in possession of said property you will issue a writ to the Constable of your Township commanding him to immediately place said Andrew Mc. Laughlin in possession of said premises. And hereof fail not under the penalty of the law. June 19th 1885.

J. L. Burgner, Clerk of Court of Common Pleas, of Union County, Ohio.

Sheriff's Return.

The State of Ohio, Union County, ss. | Received this notice on the 19th day of June, 1885, and on the 22nd day of June, 1885, I served the same by delivering to the within M. W. Hill a true copy thereof.

Copy -- 30
Service -- 30
Mileage -- 2.56

Total Sheriff's fees $3.16

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

On the 21st day of October, 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Andrew Mc. Laughlin, Plaintiff
vs.
Leander Criswell, et al. Defendants

In Court of Common Pleas
Union County, Ohio.

Entry
4851.

This cause came on for hearing upon the petition in error, the transcript and the original papers and pleadings from the Court of W. H. Hill, Justice of Peace of Union County, Ohio, and was argued by counsel; and on consideration thereof, the Court find that there is error in the commencement of said proceedings in that said Justice had neither jurisdiction of the plaintiff in error, nor of the subject matter of this action to the prejudice of the plaintiff in error; and the said judgment is therefore reversed and held for naught at the cost up to the present time of the defendants in error; and execution is awarded therefor.

Attest: J. D. Bryan Clerk.

Pleas before his Honor, John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 16th day of May, 1885, the following Petition was filed in the Office of said Court, to-wit:

Petition.
1832.

Fullington and Shellis, Plaintiffs
Against
Robert H. Thompson, Josephine M. Thompson, his wife, Benjamin D. Brander, James W. Robinson, R. L. Woodburn and L. Piper, Defts.

Court of Common Pleas,
Union County, Ohio.

I The plaintiffs says it is a partnership composed of James Fullington and Charles Shellis and formed for the purpose of carrying on business in this State and holding property therein. That on the 26th day of April 1884, the defendant Robert H. Thompson, made and delivered to plaintiffs his promissory note of that date, and thereby promised to pay to the order of plaintiffs the sum of one thousand dollars in one year after said date with eight per cent interest after due, payable annually for value received.

II. That on said 26th day of April 1884, said defendant, Robert H. Thompson, made and delivered to plaintiffs one other promissory note of that date, and thereby promised to pay to the order of plaintiffs, two years after said date, the sum of Twenty eight hundred dollars with six per cent interest after one year, and eight per cent interest after due until paid for value received. The first note above described is now over due.

III. The defendant, Robert H. Thompson, and his said wife, Josephine M. Thompson on said 26th day of April 1884, to secure the payment of said notes, executed and delivered to the plaintiffs

this mortgage deed, and thereby conveyed to the plaintiffs, their heirs and assigns the following lands and tenements situate in said County of Union and State of Ohio and in the Township of Taylor Creek in Surveys Nos. 5629 and 6493 and bounded and described as follows: Beginning at a stone in the centre of the Jerrysville and Kenton gravel road and in the centre of the Wheeler and Green gravel road; thence with the centre of said Wheeler and Green road S. 81° 40' W. 256.68 poles to a stone; thence N. 8½° W. 140.64 poles to a stone; thence S. 81° 20' W. 173.56 poles to a stone in the west line of said Survey Nos. 5629 and 6493; thence with said line N. 3¾ W. 99.64 poles to a stone; thence North 18¼° W. 107½ poles to a stone and brick; thence S. 80¾° E. 173.80 poles to a stone and brick; thence S. 8½° E. 153 poles to a stone and brick; thence N. 81° 20' E. 232.32 poles to a stone and brick in the centre of the Marysville and Kenton gravel road; thence with the centre of said road S. 16° E. 143.32 poles to the beginning, containing 382 acres, more or less.

The condition contained in said mortgage deed is in substance that if the said Robert W. Thompson should pay or cause to be paid to the plaintiffs the promissory notes above described with the interest according to the tenor and effect of said notes, then said mortgage should be void otherwise to be and remain in full force and virtue in law.

On the 5th day of May 1884, at 10½ o'clock A.M. said mortgage was delivered to the Recorder of said county to be by him duly recorded and was recorded by him on the 6th day of May, 1884. That the said defendants, Benjamin H. Warder, James N. Robinson, R.L. Woodburn and L. Piper, have or claim to have some lien or interest upon or in said premises and plaintiffs desire that they be made defendants and be required to set up whatever lien or claim they may have or be forever barred from asserting the same.

The said mortgage deed has become absolute, and there is now due and remaining unpaid upon the first note above described, the sum of One thousand dollars with interest at eight per cent after the 26th day of April, 1885, said interest payable annually. The plaintiffs therefore ask judgment against the said Robert W. Thompson for said sum of $1000.00 with eight per cent interest, payable annually, from the 26th day of April 1885, and that said mortgage may be foreclosed, the premises ordered to be sold, all liens adjusted and the proceeds applied to the payment of said promissory notes and that the plaintiffs may have such other and further relief as the nature of their case demands.

Porter & Porter, Attorneys for Plaintiffs.

E.W. Porter, being duly sworn makes oath that he is one of the attorneys for the Plaintiffs duly authorized that this petition is founded upon within instruments for the

payment of money and foreclosure of mortgage and such instruments are in possession of affiant as such attorney. And affiant believes the facts stated in the foregoing petition to be true.

D. W. Porter.

Sworn to by D. W. Porter before me and signed by him in my presence, this 16th day of May, 1885. J. D. Burgner, Clerk.

Copy of the Notes above described.

" $1000. Marysville, Ohio, April 26, 1884.

" One year after date, as principal debtors, we jointly
" and severally promise to pay to the order of Fullington & Sheelis,
" One Thousand Dollars, for value received, with eight per cent inter-
" est after due payable annually.

" 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 issuing 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
" 26th day of April, 1884. Robt. W. Thompson. {seal}
" No. 20373 Due April 26, 1885.

" $2800. Marysville, Ohio, April 26th 1884.

" Two years after date, as principal debtors we jointly and severally
" promise to pay to the order of Fullington & Sheelis Twenty eight hundred
" dollars, for value received, with six per cent interest after one year
" and eight percent after due until paid.

" 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 issuing and ser-
" vice 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 26th day of April, 1884.
"
" No. 20344 Due April 26, 1886. Robt. W. Thompson {seal}

We hereby waive the issuing and service of process in the above entitled case, and enter our appearance herein.
May 16, 1885.

J. W. Robinson, per Piper
L. Piper
R. L. Woodburn
Benjamin H. Warden,
By J. B. Fulton his Attorney.

Summons

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To the Clerk:

Issue a summons in this case for Robert H. Thompson and Josephine M. Thompson, his wife, returnable according to law. Indorse "Amount claimed $1000. & with eight per cent interest, payable annually, from April 26, 1885. and for foreclosure of mortgage".

Porter & Porter

Attorneys for Plaintiffs.

On the 16th day of May, 1885, 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 the County of Union, Greeting:

We command you to notify Robert H. Thompson and Josephine M. Thompson that they with Benjamin H. Warder, James W. Robinson, R. L. Woodburn and L. Piper, have been sued by Fullington and Phillis in the Court of Common Pleas, of Union County, and that unless they answer by the 13th day of June A. D. 1885, the petition of said Fullington & Phillis against them et.al. 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 25th day of May A.D. 1885. And the seal of said Court, this 16th day of May, A.D. 1885.

Witness my hand

J. C. Bruguier, Clerk.

Endorsed: "In action for $1000. & with 8 per cent interest payable annually from April 26th 1885 and foreclosure of mortgage".

Sheriff's Return.

The State of Ohio, Union County, ss. Received this writ May 18th A.D. 1885, at 9 o'clock A. M. and pursuant to its command, on the 18th day of May A.D. 1885, I served the same by handing the within Robt. H. Thompson a true copy with endorsements thereon and by leaving at the usual place of residence of the within Josephine Thompson a true copy of this writ with endorsements thereon.

Service 75
Copy 50
Total Sheriff's fees, 85¢.

M. Hopkins, Sheriff.
By A. H. Goodwin, Deputy.

On the 8th day of June, 1885, the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit:

Fullington & Phillis, Plaintiffs
vs.
Robert H. Thompson, et.al. Defendants

Court of Common Pleas
Union County, Ohio.

And now comes Benjamin H. Warder and by way of answer and Cross Petition herein against the defendants Robert H. Thompson and Josephine M. Thompson, his wife, says: That heretofore to-wit: on the 24th day of June A. D. 1882, the said Robert H. Thompson executed and delivered to

the said Benjamine H. Warden his six several promissory notes, one for Three Hundred and sixty three & 67/100 Dollars due January 1st 1883; four for the sum of Seven Hundred Dollars each due respectively on the 1st day of January A.D. 1884, 1885, 1886 and 1887 and that each of said notes were to bear interest at the rate of eight per cent per annum payable annually after maturity: that on said 24th day of June, 1882, the said Robert W. Thompson borrowed of the said Benjamin H. Warden the sum of Ten Thousand Dollars for which note was given calling for said amount due on the 1st day of January A.D. 1887; that the other notes were given for the interest on said Ten Thousand Dollars. That to secure the payment of said notes the said Robert W. Thompson and Josephine M. Thompson, executed and delivered to the said Benjamin H. Warden their mortgage deed of that date and thereby conveyed to said Benjamin H. Warden in fee simple the premises described in plaintiffs petition. That said mortgage deed had a condition therein written, that in failure of the makers of said notes to pay any one of them as they should respectively become due, then and in that case the said note for ten thousand Dollars should become due and payable at the option of the owner thereof and the said mortgage become absolute and subject to foreclosure, but if said notes were paid at maturity, the said mortgage deed should be void. That said mortgage deed was left with the Recorder of Summit County, Ohio, for record the said 24th day of June 1882, and was afterwards recorded by him in Book 18, page 423 of the Records of Mortgages for said County. The said Benjamin H. Warden further says that the notes falling due on the 1st day of January 1883 and 1884 have been fully paid, but that the note falling due January 1st 1885 has not been paid nor any part thereof. Said defendant, Benjamin H. Warden further says that by reason of the default in the payment of the note due January 1st 1885, said mortgage has become absolute and subject to foreclosure and said Ten Thousand Dollar note has become due at the option of the owner thereof the said Benjamin H. Warden, and the said defendant says that he will avail himself of said option and insist that said note be paid at once. Said defendant further says that there is now due to him the sum of Ten Thousand Dollars with seven per cent interest thereon from January 1st 1885, to the day of filing this answer and cross petition and eight per cent thereon after that date, and Seven Hundred Dollars with interest thereon at the rate of eight per cent from January 1st 1885, and that the amount so due is the first lien on said premises. Wherefore, said defendant prays that said defendants, Robert W. Thompson and Josephine M. Thompson be ordered to pay to defendant said sums so due as aforesaid with the interest thereon within a short day to be named by the Court and to the Clerk of the Court the costs herein, and that on failure so to do, that an order issue to the Sheriff of said County

Entry 4832.

commanding him to cause said premises to be appraised, advertised and sold, according to law and that he bring the proceeds into Court to await its further order.

Powell & Fulton
for B. H. Warden.

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 for said Benjamin H. Warden duly authorized in the premises: That said Benjamin H. Warden is a non-resident of Union County, Ohio, and now absent therefrom, and that he believes the facts stated and allegations in the foregoing petition are true as he believes.

T. B. Fulton.

Sworn to before me and subscribed in my presence this 8th day of June A.D. 1885. J. L. Bingham, Clerk.

On the 16th day of June, 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Fullington & Phillis
vs.
Entry. Robert H. Thompson et al.
4832.

This day this cause came on to be heard upon the petition of plaintiffs and the evidence and exhibits, the said Robert H. Thompson and Josephine M. Thompson, his wife, both failing to answer or demur to the petition of plaintiff and the Court being fully advised in the premises do find that there is now due to plaintiffs from said Robert H. Thompson on the first note set forth in plaintiffs petition the sum of One Thousand & Six & $\frac{66\frac{2}{3}}{100}$ Dollars ($1006.66⅔) with interest at eight per cent from the 26th day of May 1885; as the plaintiffs have claimed and that there will be due to plaintiffs from said Robert H. Thompson on the 26th day of April 1886 the further sum of ($280.00) Two Hundred Eighty Dollars with six per cent interest after one year, and eight per cent interest after due until paid as plaintiffs have claimed in their petition. It is therefore considered and adjudged that plaintiffs recover of said Robert H. Thompson, said sum of $1006.66⅔ due on the filing of plaintiffs petition, with eight per cent interest from May 26th 1885 and also their costs in this behalf, taxed at $ And the Court further find that in order to secure said notes that the mortgage was executed by said Robert H. Thompson and his wife Josephine M. Thompson upon the lands described in plaintiffs petition and that the same is a mortgage lien on said premises as plaintiffs have averred. It is therefore considered and adjudged that unless the defendant Robert H. Thompson shall within three days from the entry of this decree pay or cause to be paid said sum of One Thousand and Six & $\frac{66\frac{2}{3}}{100}$ Dollars with the interest aforesaid to the plaintiffs and pay to the Clerk

of this Court the costs of this case, that said defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue thereon to the Sheriff of this County directing him to sell said premises, according to law, and bring the proceeds into Court subject to its further Order and as to the priority of liens and all other questions this cause is continued.

On the 22d day of December, 1885 the following Entry was made on the Journal by the Clerk of said Court, to wit:

Fulling & Shellis
vs.
Robert W. Thompson, et al. } This day this cause came on to be heard upon the answer and cross petition of Benjamin H. Warder and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said Robert W. Thompson executed and delivered to said Benjamin H. Warder the promissory notes as mentioned and described in his answer and cross petition; that to secure the payments of said notes the said Robert W. Thompson and wife executed and delivered to said Benjamin H. Warder their mortgage deed as described in said answer and cross petition and upon the premises described in plaintiffs petition, that said mortgage contained the conditions and provisions as mentioned and described in the said answer and cross petition of said Warder and was recorded in Union County, Ohio, as in said answer and cross petition set forth, and is the first lien upon the premises described in plaintiffs petition: the Court further finds that the note of $700. falling due January 1st 1885, is still unpaid and that by the provisions of said mortgage on failure to pay any one of said notes as they become due the whole amount secured by said mortgage should then become due at the option of said Benjamin H. Warder, and the Court find that said Warder has declared his intention to avail himself of said option and insists that the whole debt secured by said mortgage to wit: the note of $10000. with interest thereon from January 1st 1885, is now due and payable by reason of said failure to pay said note due January 1st 1885, and for that reason the conditions of the said mortgage have been broken and the whole amount secured by said mortgage is now due and payable. That the whole amount due to said Benjamin H. Warder upon and by reason of the said notes and mortgage, including interest to the first day of this term of Court, to-wit: October 19th 1885, is Eleven Thousand Three hundred and Fifty two Dollars and thirty cents ($11352.30) and that the same should bear interest from said 19th day of October, 1885 at the rate of eight per cent per annum, payable annually, and that said notes due January 1st 1886 and January 1st 1887, as they were given for interest not yet accrued, should be surrendered by said Benjamin H. Warder to said Robert W. Thompson. It is therefore considered and adjudged by the Court that the said Robert W. Thompson pay or cause to be paid to the said Benjamin H. Warder said sum

of $1352.30 with eight per cent interest thereon from the 1st day of this term of Court together with the costs of this suit within ten days from the rising of this Court and that in default of such payment an order of sale issue to the Sheriff of Union County, Ohio, commanding him to cause said premises to be appraised, advertised and sold according to law, and that he have the proceeds thereof in Court to await its further order.

On the 1st day of February, 1886, 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:

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 22d day of December, A.D. 1885, in the cause of Pullington & Phelps, plaintiffs, and Robert H. Thompson et al. defendants and Benjamin H. Wander obtained a judgment or decree against the said Robert H. Thompson for the sum of Eleven thousand three hundred and fifty two and 30/100 Dollars, and whereas it was then and there by said Court ordered, adjudged and decreed, that the said Robert H. Thompson shall within ten days from the 22d day of December, A.D. 1885, pay unto the said Benjamine H. Wander the said sum of Eleven thousand three hundred and fifty two and 30/100 Dollars with interest from 19th day of October A.D. 1885, at the rate of eight per cent. per annum, and to the Clerk of this Court the costs of this action herein, taxed to $ and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the statue regulating judgments and executions at law, to sell the real estate described in plaintiff's petition, &c.: And whereas, the ten days aforesaid have fully expired and the said sum of $1352.30 with interest and costs have been paid as aforesaid, as appears to us of record. You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to-wit: Situated in the Township of Taylor, County of Union and State of Ohio, bounded and described as follows: On Surveys Nos. 5629 and 6493 Beginning at a stone in the centre of Marysville and Kenton gravel road and in the centre of the Wheeler and Green gravel road; thence with the centre of the Wheeler and Green road S. 81° 40' W. 256.68 poles to a stone: thence N. 8½° W. 140.64 poles to a stone: thence S. 81° 20' W. 143.56 poles to a stone in the west line of said Surveys Nos. 5629 and 6493: thence with said line N. 8¾° W. 99.67 poles to a stone: thence N. 18¼° W. 107½ poles to a stone and brick: thence S. 86¾° E. 173.80 poles to a stone and brick; thence S. 8½° E. 153 poles to a stone and brick; thence N. 81° 20' E. 232.32 poles to a stone and brick in the centre of the Marysville and Kenton gravel road; thence with the centre of said Road S. 16° E. 173.32 poles to the beginning

containing 302 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 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 1st day of February A.D. 1886.

J. L. Burgner, Clerk.

Sheriff's Return.

The State of Ohio, } Sheriff's Return.
Union County, ss. }

In obedience to the command of the Order of Sale hereto annexed I did on the 13th day of February, 1886 summon R. Barnett, James Mills and Thomas Tanner, 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 13th day of February A.D. 1886, 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 Forty six 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 24th day of February, 1886, 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 27th day of March A.D. 1886, at 1/2 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 March A.D. 1886, at the time and place above mentioned, proceed to offer B. W. Warder, who bid for the same the sum of Eleven Thousand Seven hundred and Twenty seven 70/100 Dollars, and said sum being more than two-thirds of the appraised value thereof, and said B. W. Warder 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 Thousand Seven Hundred and Twenty Seven 70/100 Dollars ($11727.70

Service	.30
Summoning Appraisers	1.20
Swearing Appraisers	
Conveying Appraisers	1.00
Writing Appraisal	.30
Copy of Appraisal	.30
Notice to Printer	.30
Mileage	1.28

Total Sheriff's Fees, $4.68
Appraisers' Fees, 3.60
Printers' Fees, 13.50

W. Hopkins,
Sheriff.

On the 5th day of April, 1886, the following Proof of Publication was filed in office of said Court, to-wit:

Fullington & Phelps
vs.
Robt. W. Thompson et al.
} Sheriff's Sale.
Court Common Pleas, Union County, Ohio.
Order of Sale.

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 north door of the Court House, in Marysville, Ohio, on Saturday, March 27th, 1886, at or about the hour of 1 o'clock p.m. on said day, the following described real estate, to-wit: Situated in the Township of Taylor County of Union and State of Ohio, and bounded and described as follows: In Surveys No. 5629 and 6493. Beginning at a stone in the centre of Marysville and Kenton gravel road, and in the centre of the Wheeler and Green gravel road; thence with the centre of the Wheeler and Green road N. 81° 40' W. 256. 65/100 poles to a stone; thence N. 8½° W. 170 60/100 poles to a stone; thence S. 81° 20' W. 143 56/100 poles to a stone on the west line of said Surveys Nos. 5629 and 6493; thence with said line N. 8¾° W. 99 67/100 poles to a stone; thence N. 18¼° W. 107½ poles to a stone and brick; thence S. 86¾° E. 173 80/100 poles to a stone and brick; thence S. 8½° E. 153 poles to a stone and brick; north 81° 20' E. 232. 82/100 poles to a stone and brick in the centre of the Marysville and Kenton gravel road; thence with centre of said road S. 16° E. 173 32/100 poles to the beginning, containing 382 acres more or less. Appraised at $46.00 per acre. Terms of Sale - Cash.

Marcus Hopkins,
Sheriff of Union County, Ohio.
February 24, 1886-5t-Pf $13.50

Orwell & Fulton and
Porter & Porter, Attorneys.

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 Feb. 24th 1886.

John M. Shearer.

Sworn to and subscribed before me, this 5th day of April 1886.

J. D. Burgner, Clerk.

On the 6th day of April, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Fullington & Phelps
vs.
Robert W. Thompson et al.
} Entry 4832.

On motion of the defendant Benjamin H. Warden, and on 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 orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and

confirmed. And it further ordered that the said Sheriff convey to the purchaser, Benjamin H. Wander by deed, according to law, the property 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 $1727.40 it is ordered that the Sheriff out of the money in his hands pay:

First, To the Treasurer of this County the taxes, penalty and interest against said property, to-wit: the sum of $

Second, The costs of this action, taxed at $

Third, To the defendant, Benjamin H. Wander, the balance in his hands to be applied on the amount heretofore found due him with interest, to-wit: the sum of $1352.30 with eight per cent interest thereon from the 19th day of October, 1885

Attest: J. D. Burgner Clerk.

Pleas before his Honor, John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 2d Sub-Division of the 10th Judicial District of the State of Ohio was begun and held at the Court House in the Town of Marysville on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Heretofore, to-wit: On the 21st day of November, 1885, the following Petition was filed with the Clerk of said Court, to-wit:

Summons

Sarah A. Clevenger, Plaintiff
vs.
John S. Fleck, Fredrick B. Fleck, James S. Fleck, William H. H. Fleck, Martha J. Fleck Defendants

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

The Plaintiff, Sarah A. Clevenger, says:

That on or about the
day of 188 one Thadeus S. Fleck departed this life unmarried and intestate seized in fee simple of the following lands and tenements to-wit: Situate in the County of Union and State of Ohio and in the Village of Marysville. Being all of Lot No. Three hundred and fifty two (352) old number in Robinson addition to the said Village. By renumbering said Lot is numbered 369. Reference being had to the recorded plat of said Village. The said Thadeus S. Fleck was never married and he left surviving him, his only heirs and lawful representatives to whom said land descended as follows: The plaintiff, Sarah A. Clevenger, who is a sister of said deceased; The said John S. Fleck, Fredrick B. Fleck, William H. H. Fleck, brothers of said deceased; and James S. Fleck and Martha J. Fleck, only children and heirs of David A. Fleck. Said David A. Fleck was a brother of said deceased. The said plaintiff is seized in fee simple and is entitled to the

undivided one-fifth of said premises. The said John S. Fleck, Fredrick B. Fleck and William H. H. Fleck are each seized in fee simple as tenants in common with the plaintiff of undivided one fifth (⅕) of said premises. The said James P. Fleck and Martha J. Fleck are each seized in fee simple and entitled to an undivided one tenth (⅒) part of said premises. The said William H. H. Fleck is the Administrator of said estate of Thadeus S. Fleck deceased. The plaintiff desires to have her interest set off to her in severalty and prays that the said lands may be partitioned and divided and if that cannot be done without manifest injury to the value of said premises then that such proceedings may be had as may be authorized by law and for all proper relief. Lamson & Woodburn,

Attorneys for Plaintiff.

State of Ohio, } Sarah A. Clevenger, plaintiff being first
Union County, ss. } duly sworn, deposes and says that she is the above named plaintiff and that the facts stated and allegations made in her foregoing petition are true as she verily believes. Sarah Ann Clevenger.

Sworn to before me and signed in my presence this 21st day of November, 1885. W. M. Winget, J. P.

On the 21st day of November, 1885, the following Summons was issued by the Clerk of said Court, to-wit:

Summons

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

We command you to notify John S. Fleck, Fredrick B. Fleck, James P. Fleck, Martha J. Fleck that they et al. have been sued by Sarah A. Clevenger in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of December A. D. 1885, the petition of said plaintiff Sarah A. Clevenger 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 November A. D. 1885.

Witness my hand and the seal of said Court, this 21st day of November, A. D. 1885.

J. C. Bongner, Clerk
By A. R. Bongner, Deputy.

{seal}

In action for Partition.
The State of Ohio, } Sheriff's Return.
Union County, ss. }

Received this Writ November 25th A. D. 1885, at 9 o'clock A. M. and pursuant to its command, on the 27th day of November A. D. 1885, I served the same by handing the within named defendant John S. Fleck a true copy of this summons with the endorsements thereon and by leaving at the usual place of residence of the within named defendants

Fredrick B. Fleck, James O. Fleck and Martha J. Fleck a true copy of this summons with the endorsements thereon.

Service 75
Mileage 1.60
Copy 80
Total fees $3.15

W. Hopkins, Sheriff
By A. H. Goodwin, Deputy.

Also on the 21st day of November, 1885, 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 Hardin, Greeting:

We command you to notify William H. H. Fleck (impleaded with John S. Fleck, Fredrick B. Fleck, James O. Fleck and Martha J. Fleck) that he et al. have been sued by Sarah A. Clevenger in the Court of Common Pleas of Union County, and that unless he answer by the 19th day of December A. D. 1885, the petition of said plaintiff Sarah A. Clevenger 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 30th day of November A. D. 1885.

Witness my hand and the seal of said Court, this 21st day of November, A. D. 1885.

J. L. Brugner, Clerk.
By A. R. Brugner, Deputy.

[seal]

Endorsed: In action for Partition.

The State of Ohio,
Hardin County, ss. Sheriff's Return.

Received this writ, November 24th A. D. 1885, at 10 o'clock A. M. and pursuant to its command I served the same November 28th, 1885 by delivering a certified copy hereof with the endorsements thereon to the within named William H. H. Fleck. Given under my hand this 28th day of November, A. D. 1885.

Service -- 30
Mileage 2.15
Postage -- 05
Copy -- 25
Return -- 25
Total Sheriff's fees, $3.00

Lewis A. Wells, Sheriff.
Hardin County, Ohio.

On the 22d day of December, 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Sarah A. Clevenger
vs.
John S. Fleck, et al.

Entry #976.

Now came the plaintiff herein by her attorneys 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 confirmed by them to be true. Thereupon the Court find that said plaintiff Sarah A. Clevenger is seized of and has a legal right to the undivided one-fifth part of the estate described in the petition and is entitled to have partition made of said premises. That the said defendants are tenants in common with the said plaintiff in the said premises in the following

part and proportions to wit: That the said John S. Fleck Fredrick B. Fleck, William H. H. Fleck are each seized of one-fifth part thereof. That said James O. Fleck and Martha J. Fleck are each seized in fee of one-tenth part thereof &c 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 the said County of Union, commanding him that by the oaths of Thomas J. Cherrington, Eli Conrad and William S. Reigle, three judicious and disinterested freeholders of the vecinity, who are hereby appointed Commissioners for that purpose he caused 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 heretofore severally found entitled. And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

On the 22d day of February, 1886, the following Writ of Partition was 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 Thomas J. Cherrington, Eli Conrad and William S. Reigle you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid; and in the Village of Marysville, Being all of Lot No. three hundred and fifty two (352) old number in Robinson Addition to the said Village. By num bering said Lot is numbered (369) Reference being had to the recorded plat of said Village, among the persons named herein, and in the following proportions, to-wit:

To Sarah A. Clevinger ---------- one-fifth part,
to John S. Fleck ---------- one-fifth part,
to Fredrick B. Fleck ---------- one-fifth part,
to Wm. H. H. Fleck ---------- one-fifth part,
to James O. Fleck ---------- one-tenth part,
to Martha J. Fleck ---------- one-tenth part,

in pursuance to 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 Sarah A. Clevinger is petitioner and the said John S. Fleck et al. are respondents; and that your proceedings in the premises you distinctly certify, under your hand, to our said County forthwith.

Witness my name and the seal of said Court of Common Pleas, at the Court House in Marysville, this 22d day of February A.D. 1886.

J. D. Burgner, Clerk.

Sheriff's Return.

As commanded by the foregoing writ of partition, I have executed the same by the oaths of Thomas J. Cherrington

Eli Conrad and William L. Beagle, causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand, this 23 d. day of February A.D. 1886.

Service ---- 30
Mileage ---- 16
Execution writ 1.20
Swearing com. 1.20

Total Sheriffs Fees $2.86
Commissioners' Fees, $3. @

H. Hopkins, Sheriff.

Sarah A. Clevinger
vs.
John S. Fleck et al.

Commissioners' Report.

Union County, ss.
Court of Common Pleas.
In Partition.

According to the command of the writ of partition in this case issued, and in the care 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 we do estimate the value of the same at $1100. Given under our hands, this 23d. day of February, A.D. 1886.

T. C. Churrington
Eli Conrad
W. L. Beagle
} Commissioners.

On the 23d. day of February, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry
#976.

Sarah A. Clevinger
vs.
John S. Fleck, et al

This cause came on for hearing upon the return of the Sheriff and the Report of the Commissioners heretofore appointed herein. And on the motion to confirm the same. And it appearing that said estate cannot be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises in the sum of $1100. The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same, And thereupon neither of said parties electing to take the said premises at their appraised value, on motion of the plaintiff it is ordered that said premises be sold at public auction, according to law, and that an order issue therefor to the Sheriff of Union County. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

On the 23d. day of February, 1886, the following Order of Sale in Partition was issued by the Clerk of said Court, to-wit:

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 February Term, A.D. 1886, in a certain petition for partition, now pending in said Court, wherein Sarah A. Clevinger is petitioner and John S. Fleck, Fredrick B. Fleck

William H. H. Fleck, James O. Fleck and Martha J. Fleck are respondents, we command you that, without delay, you procede to sell at public auction, the lands and tenements in said petition described, to-wit: Situated in the County of Union and State of Ohio and in the Village of Marysville, being all of Lot No. three hundred and fifty two (352) old number in Robinsons Addition to the said Village. By renumbering said Lot is numbered 369. Reference being had to the recorded plat of said Village. Appraised at $1100.00; 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 and there this writ.

Witness my hand and the seal of said Court, at Marysville, this 23rd day of February A. D. 1886.

J. D. Burgner, Clerk.

Sheriff's Return

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio: and on the 27th day of March A. D. 1886, at 1/2 o'clock 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 Josephine Fox, who bid for the same the sum of Seven hundred and fifty six dollars, said sum being more than two-thirds the appraised value: and she being the highest and best bidder, was declared the purchaser.

W. Hopkins, Sheriff.
Union County, Ohio.

Service
Copy to printer
Crindage
Mortgage deed & record $3.25
Printers' fee $12.00
} Sheriff's fees $6.36

On the 5th day of April, 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Sarah A. Clevinger
vs.
John S. Fleck, et al.

Sheriff's Sale.
Common Pleas Court, Union County, Ohio.
Sale on Partition.

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 north door of the Court House in Marysville, Ohio, on Saturday, March 27th, 1886, at or about the hour of one o'clock p. m. on said day, the following described real estate, to-wit: Situate in the Village of Marysville, County of Union and State of Ohio, and bounded and described as follows: Being all of Lot No. three hundred and fifty two (352), old number, in Robinsons' Addition to the said Village. By renumbering said Lot is numbered three hundred and sixty nine (369). Reference being had to the recorded plat of said Village.

Appraised at $1.100.
Terms of sale - one-third cash; one-third in one year; and one-third in two years. Deferred payments to be secured by mortgage on the premises.

Marion Hopkins,
Sheriff of Union County, Ohio.

Cameron & Woodburn, Attorneys. February 24, 1886-5w-pf $12.00

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 Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with February 24th 1886.

John A. Shearer.

Sworn to and subscribed before me, this 5th day of April 1886.

J. D. Burgner, Clerk.

On the 7th day of April, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Petition 4696.

Entry 4996.

Sarah A. Clevinger
vs.
John S. Fleck et al.

On motion of the plaintiff and upon producing the return of the Sheriff of his proceeding and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects, according to law, the said proceeding and sale are hereby approved and confirmed. And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser, Josephine Fox. It is further ordered that out of the proceeds of said sale the Sheriff pay,

First, To the Treasurer of Union County $1 85/100

Secondly, To the Clerk of this County the costs of this action, including a counsel fee of $30.12 to Cameron & Woodburn for their services herein in all taxed at $73.77

Thirdly, And of the residue of the proceeds of said sale to the plaintiff Sarah A. Clevinger one-fifth of the cash proceeds to wit: The sum of $35.86 Also two notes, each calling for $50.70, due in one and two years. To the said defendant John S. Fleck one-fifth of the cash proceeds to-wit $35.86 also two notes of $50.70 each, due in one and two years. To the said Frederick D. Fleck, one-fifth of the cash proceeds to-wit: the sum of $35.86 also two notes, each calling for $50.70 due in one and two years. To William H. H. Fleck one-fifth of the cash proceeds the sum of $35.86 also two notes, each calling for the sum of $50.70 due in one and two years. To James D. Fleck one-tenth of the cash proceeds in the sum of $17.93 also two notes each calling for $25.20 due in one and two years. To Martha J. Fleck one-tenth of the cash proceeds in the sum of $17.93 also two notes, each calling for $25.20 due in one and two years. All of said notes to bear six per cent interest from April 6th 1886 to be secured by mortgage upon said premises.

Attest. J. D. Burgner Clerk.

Cleas before his Honor John A. Price, Judge of a Court of Common Cleas within and for the County of Union, the 3d Sub-Division of the 10th Judicial District was begun and held at the Court House in the Town of Marysville on the 19th day of February, in the year of our Lord, Eighteen hundred and Eighty Five.

Heretofore, to-wit: On the 17th day of January, 1885, the following Petition was filed with the Clerk of said Court, to-wit:

Petition 4696.

Court of Common Cleas, Union County, Ohio.

Milt R. Slocum, Plaintiff
Against
George W. Baker, Oren Beem, R. E. Games and W. W. Hill, Defendants.

The plaintiff says:

That on the 14th day of August 1883, the defendant George W. Baker, who was then and is defendant is informed still is an unmarried man, made and delivered to the defendant Orren Beem his two promissory notes of that date and thereby promised to pay to said Orren Beem or order $37.50 in one year thereafter @ 6% interest from date and $37.50 in two years thereafter @ 6 % interest from date (copies of said notes are hereto attached marked A. & B. respectively)

2d The defendant George W. Baker on the 21st day of August 1883, to secure the payments of said notes (which were given for the purchase money in part of the premises hereinafter described) made and delivered to said Orren Beem his mortgage deed and thereby conveyed to said Orren Beem his heirs and assigns the following premises in the County of Union and State of Ohio and in the Village of Richwood: Being all of Lot Number Six hundred and Seventy five (No. 675) in Beem's addition to said village of Richwood (For a more definite description reference is hereby made to the recorded plat of said village in Recorders office at Marysville Ohio) The conditions contained in said mortgage deed were in substance if said George W. Baker should pay said two notes and the interest thereon, according to the terms thereof, then these presents should be void, otherwise to be and remain in full force and virtue in law.

3d On the 22d day of December 1883, said mortgage was filed with the Recorder of said County of Union at 6 o'clock P. M. and was recorded by him on the 24th day of December 1883 in Vol. 20 page 458 of Mortgage Records of said County.

4th On the 8th day of January 1884 for a full fair and valuable consideration said Orren Beem sold, indorsed and delivered said notes and mortgage to the plaintiff, who is now the legal owner and holder thereof.

5th Plaintiff says said George W. Baker's deed for said premises has never been recorded and that said lot appears from the Deed Records of said County in the name of the defendant Orren Beem but plaintiff is advised and therefore alleges that said Orren Beem has no title to or claim on said premises. Plaintiff has

been told that defendants R.E. Games and M.H. Hill claim some interest in or lien upon said premises but is not advised of its nature or extent. Plaintiff asks that said Orren Beem, R.E. Games and M.H. Hill be made defendants hereto and be required to answer setting up any claim they or either of them may have upon said premises and that in default of answer that they and each of them be adjudged to have no claim to or upon said premises and that they and each one of them be forever barred from setting up any claim thereto and that the title to said premises be adjudged to have been in defendant George H. Baker at the time said mortgage was executed.

6th The said deed has been absolute.

There is due and remaining unpaid upon said indebtedness the sum of thirty seven & 50/100 with 6% interest thereon from August 14, 1883 and thirty seven & 50/100 more, with 6% from said 14th day of August 1883, will be due August 14, 1885

7th The plaintiff therefore asks judgment against the defendant George H. Baker, for said sum of thirty seven & 50/100 Dollars with 6% interest thereon from August 14, 1883, 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 proper relief.

A.T. Carpenter, Atty for Plaintiff.

The State of Ohio, }
Union County, ss. } Milt R. Slocum, the above plaintiff being sworn says that the facts stated and allegations in his foregoing petition are true as he verily believes.

Milt R. Slocum.

Sworn to by Milt R. Slocum before me and signed by him in my presence, this 17th day of January 1885.

J.L. Burgner, Clerk.

Copy of Notes
"A"

" $37.50 August 14, 1883.

" Two years after date I promise to pay to the order of
" Beem Thirty Seven & 50/100 Dollars, value received, with interest at
" 6 per cent.

George H. Baker

Across the back is indorsed "Orren Beem"

"B"

" $37.50 August 14, 1883.

" Two years after date I promise to pay to the order of
" Orren Beem Thirty seven & 50/100, Dollars, value received, with
" interest at 6 per cent.

George H. Baker

Also indorsed "Orren Beem"

Praecipe To Clerk:

Issue Summons for defendants in above entitled case returnable according to law. Indorse "Amount claimed $37.50 @ 6 per cent interest from August 14, 1883 and foreclosure of mortgage."

A.T. Carpenter

On the 17th day of January, 1885, 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 George W. Baker, Orrin Beem, R. E. Games and M. W. Hill that they have been sued by Milt R. Slocum in the Court of Common Pleas of Union County, and that unless they answer by the 14th day of February A.D. 1885, the petition of said Milt R. Slocum 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 26th day of January A.D. 1885. Witness my hand and the seal of said Court, this 17th day of January A.D. 1885.

J. L. Burgner, Clerk.

In action for foreclosure of mortgage, amount claimed $37.50 at 6% interest from August 14th 1883.

The State of Ohio,
Union County, ss. } Sheriff's Return.

Received this writ January 20th A.D. 1885, at 10 o'clock, A. M. and pursuant to its command, on the 21st day of January A.D. 1885, I served the same by delivering to the within named George W. Baker, M. W. Hill and Orrin Beem and leaving at the usual place of residence of the within named R. E. Games a true copy of this writ with endorsements thereon.

Marion Hopkins, Sheriff.

On the 16th day of February, 1885 the following Answer and Cross Petition was filed with the Clerk of said Court, to-wit:

M. R. Slocum
vs
R. E. Games, O. Beem
George Baker and M. W. Hill

Court of Common Pleas, Union County, O.

Answer and Cross Petition of M. W. Hill.

Now comes the said M. W. Hill and for answer and by way of Cross Petition herein says: On or about the 14th day of August 1883, the said George W. Baker executed and delivered to R. E. Games his two promissory notes among others for the sum of $25.00 each, one due in eighteen months from date and one due in two years from date, both bearing 6 per cent interest from date; copies of which notes are hereto attached, marked "exhibit A" and "exhibit B" The said George W. Baker also on or about said 14th day of August 1883 to secure the payment of said notes executed and delivered to said R. E. Games his mortgage deed and thereby conveyed to said R. E. Games his heirs and assigns the following premises, situated in the Township of Delaware, County of Union and State of Ohio and bounded and described as follows: Being all of Lot number Six Hundred and Seventy five in Beem's addition to the Village of Richwood.

the Recorded Plat of said Village.
The condition contained in said mortgage was in substance that
if said George W. Baker should pay the same to be paid said notes
when the same became due, according to the tenor thereof,
then said mortgage to be void; otherwise to be and remain
in full force and virtue in law forever. On the 14th day of
September 1883, at 11 o'clock A.M. said mortgage was delivered
to the Recorder of Union County, Ohio, and was by him recorded
on the 17th day of September, 1883, in Vol. 20, page 317 of Union
County Records of Mortgages. The said deed has become absolute.
There is now due and remaining unpaid upon said indebtedness
the sum of $23.00 with interest thereon at 6 per cent from the
14th day of August 1883, and there will be due August 14th
1885 the sum of $23.00 with interest thereon at 6 per cent from
the 14th day of August 1883. The said W. W. Hill further says
that said mortgage is the first and best lien upon said premises
and that the same together with said notes was on or about
the 31st day of January 1884, transferred to him for a valu-
able consideration by said R. E. Gaines and he is now the legal
owner and holder thereof, wherefore said W. W. Hill asks that
said mortgage may be foreclosed, said premises be ordered to
be sold and the proceeds applied to the payment of his claim,
according to law, for all proper relief.

S. S. Gardner for W. W. Hill.

State of Ohio,
Union County, ss. } W. W. Hill being duly sworn says the facts and
allegations in the foregoing Answer and Cross Petition are true
as he verily believes.

W. W. Hill.

Sworn to and subscribed before me this 17th day of February 1885.

T. P. Crabtree, Mayor.

"Exhibit A"

" $25.00 August 14th 1883.
" Eighteen months after date, I promise to pay to the order of
" R. E. Gaines, Twenty five Dollars, value received with interest six percent.
"

George W. Baker.

Indorsed "R. E. Gaines"

"Exhibit B"

" $23.00 August 14th 1883.
" Two years after date, I promise to pay to the order of R. E.
" Gaines, Twenty Five Dollars, value received, with interest six per cent.
"

George W. Baker.

Indorsed R. E. Gaines"

On the 17th day of February, 1885, the following Entry was made
on the Journal by the Clerk of said Court, to wit:

Entry 4696

Milt R. Slocum
vs.
Geo. W. Baker et al } And now comes the said Milt R. Slocum by A. T.
Carpenter his attorney and the defendant, W. W. Hill by S. S. Gardner

his attorney, and all of the other defendants still failing to answer the demand in said petition, it is considered that the plaintiff is entitled to an account of the money due him on the premises and that the defendant W. H. Hill is also entitled to an account of the money due him on the premises. And the Court, after hearing the evidence do find that there is now due to the said plaintiff on the notes and mortgage in said petition described, the sum of Forty & 87/100 Dollars ($40 87/100) including interest computed at 6% up to February 16, 1885; and that there is now due to said defendant W. H. Hill on the notes and mortgage described in his answer and cross petition the sum of Twenty seven & 25/100 Dollars ($27 25/100) including interest at 6 per cent computed up to February 16, 1885. It is therefore considered by the Court here that the said plaintiff recover of the defendant George W. Baker, the said sum of Forty & 87/100 Dollars ($40 87/100) the sum so found due with interest at 6% from February 16, 1885 and his costs taxed to $ and it is also considered by the Court here that the said W. H. Hill recover of the defendant George W. Baker the said sum of Twenty Seven & 25/100 Dollars ($27 25/100) the sum so found due him as aforesaid, with 6% interest from February 16, 1885, and also his costs taxed to $ And it is further ordered and adjudged that in case the defendant George W. Baker fails for ten days from this the 16th day of February 1885 to pay to plaintiff the said sum of Forty & 87/100 Dollars ($40 87/100) and to said W. H. Hill the said sum of Twenty Seven & 25/100 Dollars ($27 25/100) so as aforesaid found due to each of them respectively, with 6% interest from this, the 16th day of February 1885 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 to bring the proceeds into Court subject to the further order of the Court as to the distribution thereof.

Attest. J. A. Burgner Clerk.

Pleas before his Honor John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held in the Town of Ipamsville on the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

Be it before, to-wit: On the 19th day of September, 1885, the following Petition was filed with the Clerk of said Court, to-wit:

Alice Gibson and Samuel Gibson, her husband, Plaintiffs.

Against

Albertus Longnecker, Jennie Longnecker, a minor 16 years of age, Eliza D. Longnecker and J. H. Robinson, Defendants.

Petition #916

In the Court of Common Pleas of Union County, Ohio.

The plaintiff has a legal right to and is seized in fee-simple, as daughter and one of the heirs at law of Elizabeth Longnecker, deceased of the undivided fourth part of the following real estate, "Situated in the Township of Allen, County of Union and State of Ohio. Part of Virginia Military Survey No. 3241. Beginning at a stone (two hickories gone) south easterly corner to said Survey No. 3241; thence, with the easterly line of said Survey, N. 36° W. 127 poles to a stone; thence south 53½° W. 93 poles to a stake in the centre of the Marysville and Bellefontaine Road; thence, with the centre of said Road, S. 72° E. 156 poles to a stake on the southerly line of said Survey No. 3241; thence, with said line N. 53½° E. 1 pole to the beginning. Containing Thirty Seven (37) acres, more or less, but subject to all legal highways." The defendants, Albertus Longnecker, Jennie Longnecker and Eliza D. Longnecker are tenants in common with said plaintiff in said premises in the following proportions:

One fourth belongs to Albertus Longnecker, who is a son of said Elizabeth Longnecker, deceased.

One-fourth belongs to Jennie Longnecker, a minor 16 years of age, who is a daughter of said Elizabeth Longnecker, deceased.

One-fourth belongs to Eliza D. Longnecker, who is the widow and devisee under the last will and testament of John Longnecker, deceased, who was a son of said Elizabeth Longnecker, deceased.

The said J. H. Robinson holds a mortgage on said premises.

Plaintiff desires to have her interest set off to her in severalty, and prays that partition may be made, or, if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law and the adjustment of said mortgage lien.

Brodrick & McCampbell,
Attorneys for Plaintiffs.

The State of Ohio, }
County of Union, ss. } John M. Brodrick, being sworn makes oath that he is one of the Attorneys of Record for said plaintiffs. That said plaintiffs are non-residents of and are now absent from said County of Union and that the facts stated in the foregoing petition are as affiant believes true.

John M. Brodrick.

Praecipe. To the Clerk

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Sworn to by said John M. Bredrick before me and signed by him in my presence this 19th day of September, A.D. 1885.

J. D. Burgner, Clerk.
By W. M. Winget, Deputy.

Praecipe. To the Clerk:

Issue summons to the defendants Albertus Longnecker and Jennie Longnecker to Sheriff of Union County, returnable according to law. Indorse "Action in Partition and other relief."

Bredrick & McCampbell,
Attorneys for Plaintiffs.

+ I hereby waive the issuing and service of summons and enter my appearance herein, this 20th day of October, A.D. 1885.

J. M. Robinson.

I hereby waive the issuing and service of summons and enter my appearance herein and waive all questions of time, this 20th day of March, A.D. 1886.

J. D. White,
Guardian of Albertus Longnecker.

On the 23d day of September, 1885, the following Waiver of Summons was filed with the clerk of said Court, to-wit:

Alice Gibson, et al. Plaintiffs
Against
Albertus Longnecker et al. Defendants } In the Court of Common Pleas of Union County, Ohio.

I the undersigned defendant in the above entitled action hereby waive the issuing and service of process and enter my appearance herein, this 23d day of September A.D. 1885.

Attest W. W. Kiles
Miss E. D. Longnecker

On the 19th day of September, 1885, the following Summons was issued by the clerk of said Court, to-wit:

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

We command you to notify Albertus Longnecker and Jennie Longnecker that they and others have been sued by Alice Gibson and Samuel Gibson her husband in the Court of Common Pleas, of Union County, and that unless they answer by the 17th day of October A.D. 1885, the petition of said Alice Gibson et al. 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 September A.D. 1885.

Witness my hand and the seal of said Court, this 19th day of September A.D. 1885.

J. D. Burgner, Clerk.
By W. M. Winget, Deputy.

Indorsed: In action for Partition and other relief.

+ The State of Ohio, } Sheriff's Return.
Union County, ss.

Received this writ September 19th A.D. 1885, at 2 o'clock P.M. and pursuant to its command, on the 28th day of September

A.D. 1885, I served the same by leaving a true copy of this summons with endorsements thereon at the usual place of residence of the within named defendant Albertus Longnecker. The within named Jennie Longnecker not found in the County.

Service, 30 }
Mileage, 1.28 } Total Sheriffs fees, $1.98
Copy, --40 }

Wm. Hopkins, Sheriff
By A. B. Goodwin, Deputy. +

On the 24th day of September, 1885, 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 Polk, Wisconsin, Greeting:

We command you to notify Jennie Longnecker that she has been sued by Alice Gibson et al. In the Court of Common Pleas of Union County Ohio, and that unless she answer by the Seventeenth day of October A.D. 1885 the petition of said Alice Gibson et al. against her 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 fifth day of October A.D. 1885. Witness my hand and the seal of said Court, this Twenty fourth day of September A.D. 1885.

J.Q. Bruguer, Clerk.

Endorsed: In action for Partition of real property and other relief.

The State of Wisconsin }
Polk County, ss. }

Sheriff's Return.

Sheriff of Polk County, Wisconsin, being sworn makes oath that I received this writ 6th day of October A.D. 1885; at 12 o'clock M. and pursuant to its command, on the 6th day of October A.D. 1885, in the Town of Osceola, Polk County Wisconsin I served the same by delivering to the within named Jessie Longnecker a true copy thereof, together with a copy of the petition in this action.

Page N. Butts,
Sheriff of Polk County, Wisconsin. +

Sworn to by said Page N. Butts before me and signed by him in my presence this 6th day of October A.D. 1885.

Ole Larson
County Judge
Polk Co. Wis.

Page N. Butts,
Sheriff of Polk County, Wisconsin.

On the 20th day of October, 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Entry 4906.

Alice Gibson, Plaintiff
vs.
Albertus Longnecker et al. Defts } In Court of Common Pleas, Union County O. Appointment of Guardian ad litem.

"It appearing to the Court that the defendant Jennie Longnecker over the age of fourteen years and has been duly and legally served with summons herein and has neglected for twenty days from the return of the summons served upon her, to apply for a Guardian ad litem on motion of the plaintiff Thomas B. Fulton is hereby

appointed Guardian for the suit for said minor defendant And now comes the said Thomas B. Fulton and in open Court accepts said appointment."

On the 21st day of October, 1885, the following Answer was filed in the office of said Court, to wit:

Alice Gibson, Plaintiff
vs.
Albertus Longnecker, et al. Defts.
In Union Common Pleas, Ohio.

"And now comes Jennie Longnecker minor defendant herein, by Thomas B. Fulton her Guardian ad litem and for answer to plaintiff's petition says she denies the allegations of the petition and demands proof thereof and prays that her rights in the premises may be fully protected.

T. B. Fulton,
Attorney for Jennie Longnecker."

On the 20th day of October, 1885, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Alice Gibson, Plaintiff
vs.
Albertus Longnecker, et al. Defts.
In Union Common Pleas, Ohio.

Entry #906

"And now this cause coming on to be heard on the petition the answer Jennie Longnecker, a minor defendant by T. B. Fulton her guardian ad litem and the evidence, the said Albertus Longnecker and Eliza D. Longnecker being in default for answer or demurrer herein, the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition and that (with the exception of the one above named) they are in default for answer thereto. Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in Common in the estate described in the petition: That the plaintiff Alice Gibson has the legal right to the one fourth part thereof, the defendants, Albertus Longnecker, Jennie Longnecker and Eliza D. Longnecker each a legal right to one-fourth part thereof; and that plaintiff is entitled to have partition made of said premises as prayed in her petition.

It is therefore ordered adjudged and decreed that partition of said estate be made and Lester M. Cline, Joshua Howell and Eli Howell, three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make said partition. And it is ordered that a writ issue to the Sheriff of Union County of Ohio, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are heretofore severally found entitled. And of his proceedings herein, the said Sheriff is ordered to make due return."

On the 22 d day of October, 1885, the following Cross Petition was filed with the Clerk of said Court, to-wit:

Alice Gibson et al.
vs.
Albertus Longnecker, et al.

Court of Common Pleas, Union County, Ohio.

Cross Petition 4906

Now comes J. W. Robinson, who by leave of the Court is made defendant, with leave to file Cross petition, and says that on the 31st day of August, 1880, Elizabeth J. Longnecker and her husband, George H. Longnecker were the owners in fee of the land in the petition described and on said day while so owning said land they executed their note and mortgage on said land to Joseph Haun for One thousand Dollars, payable one year thereafter with eight per cent interest, payable annually, which note and mortgage said Haun sold and delivered to said J. W. Robinson for a valuable consideration and he is now the owner thereof. The following payments have been made thereon, viz:

Hundred

" July 6, 1882 Received $8.00 one years interest.
" December 9, 1882 Received $2.00
" Interest paid to March 1, 1883.
" Received $73.00 by Balenger March 24, 1883.
" Received by use of Longnecker $6.00 in wood November 23d 1884.

There is now due on said mortgage to J. W. Robinson the sum of $27.12 with 8 per cent from the 23d day of October 1885, which is the first lien on said land and the said J. W. Robinson prays a decree for the payment of the sum and order of sale of said premises and in case the land is sold an order of partition and for other proper relief.

J. W. Robinson

The State of Ohio,
Union County, ss. } J. W. Robinson being duly sworn says he believe the allegations of the foregoing Cross Petition are true.

J. W. Robinson.

Sworn to before me and signed in my presence this 23d day of Oct. 1885.

J. R. Bumgner, Clerk.

On the 31st day of October, 1885, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Alice Gibson et al.
vs
Albertus Longnecker et al.

Entry. 4906.

On motion leave is given to David A. Longnecker to file an answer in 30 days setting any liens up which he may have on the land.

On the 26th day of November 1885, the following Writ of Partition was 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 oath of Lester H. Cline, Joshua Norvell and Eli Norvell you cause partition to be made of the following described premises, situate in the Township of Allen and County of Union and State aforesaid,

to-wit: Part of Virginia Military Survey No. 3241. Beginning at a stone (two hickories gone) south easterly corner to said Survey No. 3241; thence with the easterly line of said Survey N. 36 W. 127 poles to a stone; thence S. 53½ W. 93 poles to a stake in centre of the Marysville and Bellefontaine road; thence with the centre of said road S. 72° E. 156 poles to a stake in the southerly line of said Survey No. 3241; thence with said N. 53½° E. 1 pole to the beginning, containing thirty seven (37) acres, more or less, but subject to all legal highways; among the persons named herein, and in the following proportions, to-wit:

To the plaintiff Alice Gibson - - - - - one fourth part,
to Albertus Longnecker - - - - - - - - - one fourth part,
to Eliza D. Longnecker - - - - - - - - - one fourth part,
to Jennie Longnecker - - - - - - - - - one fourth part,

in pursuance to 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 Alice Gibson is petitioner, and the said Albertus Longnecker et al. are respondents; and that your proceedings in the premises you distinctly certify, under your hand to me said next fourth. Witness my name and the seal of said Court of Common Pleas, at the Court House in Marysville this 26th day of November A. D. 1885.

Seal

J. D. Burgner, Clerk.

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Lester W. Cline, Eli Norveil and Joshua Norveil, causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand, this 30th day of November A. D. 1885.

Service - - - - 30
Mileage - - - 1 47
Execution Writ - 1 20
Swearing Com - 1 20

Total Sheriffs fees, $4.14
Commissioners' fees $3 ea

M. Hopkins, Sheriff.

Commissioners Report.

Alice Gibson et al.
Against
Albertus Longnecker et al

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 we do estimate the value of the same at Thirty Seven Dollars per Acre. Given under our hands this 3rd day of November, A. D. 1885.

Lester W. Cline, Eli Norveil and Joshua Norveil, Commissioners.

On the 22d day of December, 1885, the following Entry was made in the Journal by the Clerk of said Court, to-wit:

Alice Gibson et al.
vs.
Albertus Swigneker et al.

Entry #906.

"This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same. And it appearing that said estate can not be divided by metes and bounds, without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises, to-wit: on the sum of $37 00 per acre. The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value on motion of the plaintiffs, it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of Union County, Ohio, and that said Sheriff return his proceedings to this Court without unnecessary delay. +

On the 22d day of December, 1885, the following Order of Sale in Partition was issued by the Clerk of said Court, to-wit:

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

In pursuance to the order of our Court of Common Pleas, within and for the County of Union at the October Term, A.D. 1885, in a certain petition for partition, now pending in said Court, wherein Alice Gibson et al. are petitioners and Albertus Swigneker et al. are respondents, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit:

Situated in the Township of Allen and County of Union and State of Ohio, to-wit: Part of Virginia Military Survey No. 3241. Beginning at a stone (two hickories one) south easterly corner to said Survey No. 3241; thence with the easterly line of said Survey N. 36° W. 127 poles to a stone; thence S. 53½° W. 73 poles to a stake in the centre of the Marysville and Bellefontaine road; thence with the centre of said road S. 72° E. 156 poles to a stake in the southerly line of said Survey No. 3241; thence with the said Survey line N. 53½ poles to the beginning containing thirty seven (37) acres more or less, but subject to all legal highways. Appraised at $37 00 per acre; 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 and there this writ. Witness my hand and the seal of the said Court at Marysville, Ohio, this 22d day of December A.D. 1885.

J. D. Burgner, Clerk.

Sheriff's Return.

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days

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next preceeding the day of sale, on the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio: and on the 23d day of January A.D. 1886, at 1½ o'clock 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 the Writ: Not Sold for want of Bidders. Sheriff's fees, 60¢; Printers' fee, $12.50

M. Hopkins, Sheriff.
Union County, Ohio.

On the 4th day of March, 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Alice Gibson et al. vs. Albertus Longnecker, et al. | Sheriff's Sale. Court Common Pleas, Union County, O. On Partition

By virtue of the above stated writ, to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville Ohio, on Saturday, January 23d 1886, at or about the hour of one o'clock, p.m. on said day, the following described real estate, to-wit: Situated in the Township of Allen, County of Union and State of Ohio, and bounded and described as follows: Part of U.S. Survey No. 3241; beginning at a stone (two hickories gone) south easterly corner to said Survey No. 3241; thence with the easterly line of said Survey N. 36° W. 127 poles to a stone; thence S. 53½° W. 93 poles to a stake in the centre of the Marysville and Bellefontaine road; thence with the centre of said road S. 72° E. 156 poles to a stake in the southerly line of said Survey No. 3241; thence with said line E. 53½ E. 1 pole to the beginning, containing 37 acres, more or less and subject to all legal highways. Appraised at $37. ⁰⁰ per acre.
Terms of Sale - One-third in cash, one-third in one years, and one-third in two years, the deferred payments to be secured by mortgage on the premises, with interest at 6 per cent per annum.

Marion Hopkins,
Sheriff of Union County, Ohio.
Dec. 23. 1885 - 5w. $12.50

Brodrick & McCampbell, Attorneys.

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 23d 1885.

W. A. Shearer.

Sworn to and subscribed before me this 4th day of March 1886.

J. D. Breyner, Clerk.

On the 26th day of January, 1886, the following Order of Sale in Partition was issued by the Clerk of said Court, to-wit:

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 October Term A.D. 1885, in a certain petition for partition, now pending in said Court, wherein Alice Gibson et al. are petitioners and Albertus Saugnecker et al. are respondents, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit: Situated in the Township of Allen and County of Union and State of Ohio, to-wit: Part of Original Military Survey No. 3241 Beginning at a stone (two hickories gone) south easterly corner to said Survey No. 3241; thence with the easterly line of said Survey N. 36° W. 12½ poles to a stone; thence S. 53½° W. 93 poles to a stake in the centre of the Marysville and Bellefontaine road; thence with the centre of said road S. 12° E. 156 poles to a stake in the southerly line of said Survey No. 3241; thence with said Survey line N. 53½° E. 1 pole to the beginning, containing thirty seven acres, more or less, but subject to all legal highways. Appraised at $37 00 per acre; and that you proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you there and there this writ.

Witness my hand and the seal of said Court, at Marysville, this 26th day of January A.D. 1886.

[SEAL] J.L. Burgner, Clerk.

Sheriff's Return

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and in general circulation in Union County, Ohio: and on the 21st day of February A.D. 1886, at about 1 o'clock 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 Catharine Powers, who bid for the same the sum of Nine hundred and fifteen and 75/100 Dollars, said sum being more than two-thirds the appraised value: and she being the highest and best bidder was declared the purchaser.

Service - - - - - - - 30	
Recording Mortgage - - 125	Total Sheriff's fees, $10.72
Copy to Printer - - - - 30	Printers' fees, $12.50
Poundage - - - - - - 6.87	
Making Mortgage - - 2.00	

Marion Hopkins, Sheriff,
Union County, Ohio.

On the 4th day of March, 1886, the following Proof of Publication was filed with the Clerk of said Court, to-wit:

Alice Gibson et al
vs.
Albertus Saugnecker et al.

Sheriff's Sale.
Court Common Pleas, Union County, Ohio.
On Partition.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, February 27th 1886, at or about the hour of one o'clock p.m. on said day

Entry 4906

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the following described real estate, to-wit: Situated in the Township of Allen, County of Union and State of Ohio and bounded and described as follows: Part of U. M. Survey No. 3241; beginning at a stone (two hickories gone) South, easterly corner to said Survey No. 3241; thence with the easterly line of said Survey No. 3241 N. 36° W. 127 poles to a stone; thence S. 53½° W. 93 poles to a stake in the centre of the Marysville and Bellefontaine road; thence with the centre of said road S. 72° E. 156 poles to a stake in the southerly line of said Survey No. 3241; thence with said line E. 53½ E. 1 pole to the beginning, containing 37 acres, more or less, but subject to all legal highways. Appraised at $37.00 per acre.

Terms of Sale - One-third in cash, one-third in one year, and one-third in two years, the deferred payments to be secured by mortgage on the premises, with interest at 6 per cent per annum.

Marion Hopkins,
Sheriff of Union County, Ohio.

Brodrick & McCampbell, Attorneys. January 27, 1886 - 5w $12.50

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 January 27, 1886.

W. O. Shearer.

Sworn to and subscribed before me, this 4th day of March 1886.

J. D. Brugner, Clerk.

On the 25th day of March, 1886, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Alice Gibson, et al. Plaintiffs
vs.
Albertus Longnecker, et al. Defendants

In Union Common Pleas, Ohio.
Action in Partition.
Entry of confirmation, distribution &c.

Entry 1906

On motion of the Plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, John Powers, in fee simple. It is further ordered that out of the proceeds of said sale the Sheriff pay:

First, To the Treasurer of Union County, Ohio, $ being the taxes due and unpaid on said premises.

Second, To the Clerk of this Court the costs of this action, including a counsel fee of $33 32/100 to Brodrick & McCampbell for their services herein taxed at $

Third, To Jacob D. White, Guardian of said Albertus Longnecker, who is the assignee of the mortgage of the said defendant J. P. Robinson the sum of $ 14 26

Fourth. And of the residue of the proceeds of said sale to plaintiff, Alice Gibson, one-fourth of the cash proceeds to-wit: the sum of $

and also one-fourth of the notes for the deferred payments.
To said defendants, Albertus Longnecker, Jennie Longnecker and Eliza D. Longnecker, each one-fourth of the cash proceeds to-wit: the sum of $ and also one-fourth of the notes for the deferred payments.
The said Guardian Jacob D. White having received the sum of $70 00 as rent for said premises in the year 1885, and having paid taxes on said premises. It is further ordered by the Court that said Guardian apply the residue of said rent to-wit: the sum of $46.77 as a payment on the said mortgage, leaving due thereon said sum of $ 77 26/100 as aforesaid.

Attest: J. D. Bmrgnm Clerk.

Alias before his Honor, John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3rd Sub-Division of the 10 Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 24th day of May, in the year of our Lord, Eighteen Hundred and Eighty Six.

On the 19th day of July 1886, the following Petition and Answer on Cognovit was filed with the Clerk of said Court, to-wit:

William E. Smith
vs.
J. Haines Linville

The State of Ohio, Union County, ss.
In the Court of Common Pleas.
Civil Action for money only. Petition.

William E. Smith the above named plaintiff says that there is due to him from J. Haines Linvill Defendant, on a promissory note made by the defendant, dated the 10th day of February A. D. 1886 which note, with the warrant of Attorney thereto annexed, is here to attached, the sum of One hundred Dollars with interest thereon from the 10th day of February 1886 to May 1st 1886 and 8 per cent interest thereafter. The plaintiff further says that he is the legal owner and holder of said note that the same is due and unpaid and he purchased the same before it became due for a valuable consideration.

Entry 5135

Whereupon, the plaintiff asks judgment against said defendant for the sum of One hundred Dollars with interest from the 10th day of February A.D. 1886 to May 1st 1886 and 8 per cent interest thereafter.

Kennedy & Stone,
Attorneys for Plaintiff.

The State of Ohio, Logan County ss
James H. Stone being sworn says he is one of the Attorneys of the above named plaintiff and that he believes the statements in the foregoing petition to be true. He further says that this action is brought upon an instrument for the unconditional payment of money only and that said instrument of writing is in affiants possession.

James H. Stone.

Subscribed by James H. Stone in my presence, and sworn to by him before me, this 19th day of July A.D. 1886.

Robert C. Humphreys, Notary Public.

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William
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$100 00 Wayne Township, Champaign County, Ohio.
February 10th 1886.

On the 10th day of May 1886, I promise to pay J. Sinnwell or bearer One Hundred Dollars, for value received, with 6 per cent interest before due, and 8 per cent interest after due; interest to be paid annually.

And we jointly and severally hereby authorize any attorney at law at any time after the above sum becomes due, both or either of us, to appear for us in any Court of Record in the State of Ohio and confess judgment against us, for the amount then due hereon, with interest and costs, and to release all errors and the right of appeal. Witness our hands and seals.

William E. Smith
J. Haines Sinnwell

William E. Smith
vs.
J. Haines Sinnwell

In Court of Common Pleas,
Union County, O.
Defendants Answer.

And now come J. Haines Sinnell, the above defendant, by the undersigned 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 plaintiffs petition, and against the above named defendant, for the sum of One hundred two dollars and sixteen 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. July 19, A.D. 1886.
John M. Brodrick, Atty for Defendant.

William E. Smith
vs.
J. Haines Sinnell

Entry
5135

This day came the plaintiff by Kennedy and Stone his attorneys and thereupon came 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 plaintiffs petition, the sum of $102 16 It is therefore considered that said plaintiff do recover of said defendant the sum of $102 16 so as aforesaid confessed to be due, together with costs of suit herein to be taxed. 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 and the Court find that said note draws and bears 8 per cent per annum. It is ordered that said judgment bear interest at the same rate.

Attest.

Pleas before his Honor, John A. Price, Judge of a Court of Common Pleas, within and for the County of Union, the 3d Sub-Division of the 10th Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville on the 24th day of May, in the year of our Lord, Eighteen Hundred and Eighty Six.

On the 2nd day of June, 1886, the following Petition and Answer in Cognovit was filed in the Clerk's office of said Court, to-wit:

R. Given & Son, Plaintiff
vs.
J. W. Makaffey & Co. Defendant.

The State of Ohio, Union County, ss. Court of Common Pleas.

Petition.

Plaintiffs are a partnership formed for the purpose of and doing business in Sidney Ohio, and are unincorporated. The defendants on the 24th day of February A. D. 1886 executed and delivered to plaintiffs their promissory note of that date, with the warrant of attorney annexed, true copies of which warrant and note, no endorsements, are here attached marked "Exhibit A" and made a part of this petition. Said note is unpaid and there is now due the plaintiffs on said note the sum of One hundred Dollars, with interest at the rate of 8 per cent per annum, from the 24th day of February A. D. 1886. Wherefore plaintiffs pray judgment against said defendant for the sum of One hundred Dollars, with interest thereon from the 24th day of February A. D. 1886, at the rate of 8 per cent per annum till paid and for costs of suit.

E. S. Hoskins,
Attorney for Plaintiffs.

The State of Ohio, Union County, ss. E. S. Hoskins being sworn, says that he is the attorney of said plaintiffs, that this 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 verily believes the statements contained in the foregoing petition are true, in substance and in fact.

E. S. Hoskins.

Sworn to by said E. S. Hoskins before me, and by him signed in my presence, this 2nd day of June, A. D. 1886.

J. C. Brugner, Clerk.

"Exhibit A."

$100 00

Sidney, Ohio, February 24, 1886.

Sixty days after date we or either of us, promise to pay to R. Given & Son, or order, at the German American Bank, in Sidney, Ohio, One hundred Dollars, and hereby empower any attorney at law, at any time after the above note becomes due, to appear for us or either of us, in any Court of Record in the State of Ohio, or elsewhere, and waive issuing of proces and confess a judgment for the said amount, interest and costs, in favor of the holder thereof, and thereupon to release all error, and waive all right and benefit of appeal or second trial in our and each of our behalf, the makers and indorsers severally waive protest and notice of protest for non-payment with 8 per cent.

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R. Given & Son, Plaintiffs
vs.
J. W. Mahaffey & Co. Defendants

J. W. Mahaffey & Co.
The State of Ohio, Lenoir County, ss.
Court of Common Pleas.
Answer.

By virtue of the warrant of attorney annexed to cause mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiffs against said defendants, on said note, for the sum of One hundred and two dollars and eighteen cents, being the amount appearing due for principle and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

F. F. Arthur,
Attorney for Defendant.

R. Given & Son, Plaintiffs
vs.
J. W. Mahaffey & Co. Defendants

Judgment Entry.
$102 15/100

This day came the plaintiffs by their attorney; also appeared in open Court, for and on behalf of said defendants, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One hundred and two dollars and eighteen cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiffs recover of said defendants the sum of One hundred and two dollars and eighteen cents, being the amount of said note, with interest computed at 8 per cent per annum, from the 24th. day of February A.D. 1886; and also costs herein expended, taxed at $

Attest. J. D. Brugger Clerk.

Pleas, before his Honor John A. Price, judge of a court of common Pleas, within and for the county of Union, the third Sub-Division of the tenth Judicial District of the State of Ohio, was begun and held at the Court House in the Town of Marysville in the 22d day of February in the year of our Lord, Eighteen Hundred and Eighty Six.

On the 25th day of June, A. D. 1885, the following Transcript was filed with the Clerk of said Court, to-wit:

C. H. Huffman, Plaintiff
vs.
Johnathan Beard, Defendant

The State of Ohio, Union County, ss. In Justices Court for Washington Township. Before N. Ira Baldwin, Justice of the Peace. No. 204.

Amount claimed $10.20 March 14th 1885.

The Plaintiff filed his bill of particulars which is in substance as follows: The Plaintiff claims judgment on the following account against the Defendant Johnathan Beard, for the sum of $10.20 P. R. Kerr, Attorney for Plaintiff.

March 15th 1879 To one 7 + 7 + 7 + puedane lined pump and tubing $7.50 interest $2.70 Total $10.20

March 14th 1885 summons is heard for the defendant Johnathan Beard Appearance required March 24th 1885 at 1 o'clock P. M. and handed to L. M. Lingrel, Constable.

March 23d 1885 Defendants Sub-poena issued for Philander W. Beard and handed to the Defendant.

March 24th 1885 Summons returned and indorsed. Received this writ march the 14th 1885 and served the same on the within named by copy. Service, 25 Mileage, 50 Copy, 25 Total $1.00 L. M. Lingrel, Constable.

March the 24th 1885 additional Subpoena issued for defendants witnesses Clary Moor and J. C. Beard and handed to defendant.

March 24th 1885 1 o'clock P. M. parties appeared. The defendant filed a denial and P. R. Kerr, attorney for the plaintiff filed an affidavit setting forth that they have a material witness A. J. Degood, who lives in the state of Kansas and asked for an adjournment and by the agreement of the parties I adjourned this case until the 15th of April at 1 o'clock P. M.

April 14th 1885 Defendant subpoena issued for Clary Moor, J. C. Beard and Philander Beard and handed to the defendant, Johnathan Beard.

April 15th 1885 one o'clock P. M. the parties appeared. The defendant demanded a jury selected to-wit: D. Logen, William Mahaffey, J. D. Haines and H. S. Stamats; venire is issued and delivered to James Dansen, Constable for said Jury to appear April the 23d 1885 at 10 o'clock A. M. to which time I adjourned by the consent of the parties.

April 21st defendants subpoena issued for Philander Beard, J. C. Beard, Bell Moor and Benjamen Green and handed to the defendant.

April 23d 1885 10 o'clock A. M. venire returned indorsed April the 21st 1885 Personally served William Mahaffey, Wm. Haines left copy with H. S. Stamats Left copy with D. Logen, Left copy for J. D. Haines. Left copy for Martin Johnson Constable fees, services 1.00 mileage 70 +copies 1.00 total $2.70

J. M. Dansen, Constable.

April 23d 1885 10 o'clock A. M. Porter appeared, the following Jury appeared: William Haines, Martin Johnson, William Mahaffey, J. D. Haines, H. S. Stamats who with Harvey Haines talesman were duly impaneled and sworn. Trial had; the plaintiffs witness C. H. Huffman was sworn and examined

and the defendants witnesses Philander Beard, J.C. Beard, Bee Moore and Benjamin Green were sworn and examined. Bill of Exceptions taken and signed in behalf of the plaintiff, which is entered herein after the entry of the judgment for the Jury having heard the proofs and allegations of both parties agreed upon and returned their verdict this day as follows: Huffman against J. Beard, Barbadia, April 23d, 1885. We the Jury in the above case do find for the defendant H. M. Hawkins Trueman thereupon and on the said day it is considered by me that the defendant recover of the plaintiff his cost taxed as follows: Eighteen 33/100 Dollars Plaintiffs costs: Summons 25, affidavit 70, transcript and certificate 2.05 filing papers 5, swearing witnesses 5, recording words 15, judgment 70, satisfaction 20, Constable fees: Summons service and mileage 1 ea, summons jury and mileage copies, 2.40 atty trial 1 ea Witnesses' fees: Philander Beard 1.50, Clara Moore 80, J. J. Beard J C. Beard 80, Philander Beard 80 Clary Moore, Benjamin Green 80, Clara Moore Philander Beard 80, J.C. Beard 80. Justices Defendants cost: subpena 3 names 30, swearing witnesses 20, subpena 35, subpena 30, filing papers 10 Jury fees 3 ea, recording words 15, seting 1 ea

H. M. Huffman
vs.
Jonathan Beard

Bill of Exceptions.
Before N. M. Baldwin, J.P.,
Washington Township, Union County, Ohio.

Be it remembered that on the trial of this cause to a Jury of April 23d 1885, the plaintiff to maintain his action gave in evidence the he at the request and by consent of the defendant put a pump in defendants well on his farm, March 15th 1879 and warranted the same to work well and give satisfaction and if it did defendant was to pay for it at the end of six months and also introduced a written contract, signed by the defendant by which he agreed to convey said farm to H.B. Degood, Sept. 1st 1879, which is hereto attached and made a part of this Bill of exceptions and further evidence was given that defendant used the pump and no evidence was given to Jury of any reserve of the pump at the sale of the farm. Defendant offered testimony tending to prove that plaintiff put the pump in the well of defendant as his own property, whereupon at the close of the trial the plaintiff asked the Court to charge the Jury as follows, to-wit: that when this pump in question was put in defendants well on his farm it became a part of the real estate and when he sold and conveyed the farm the pump in the well went with the farm, unless reserved. 2d the Jury find that the plaintiff put in the pump in said well by the consent of the defendant and for the defendants use; and the defendant used the pump and sold the farm without reserving the pump: then the plaintiff is entitled to recover the value of the pump. All of which the Justice refused to charge but did charge the Jury as follows: that if the plaintiff put the pump in defendants well as his own property and the defendant left the pump in the well when he sold and conveyed the farm, the pump remained the property of the plaintiff, whether the defendant reserved the pump or not and if the pump was not purchased by the defendant, he is not liable to pay for it; although he failed to reserve it in the sale of the farm to all of which charges and refusing to charge by the Court, the plaintiff excepts and asks the Justice to Sign this bill of exceptions which is done accordingly.

this 23d day of April 1885; in testimony whereof I have signed and sealed this bill of exception this 23d day of April 1885 N. M. Baldwin [Seal]
Justice of the Peace.

Article of agreement dated August the 16th 1879. By and between Alva Degood and wife and Johnathan Beard and wife. Alva Degood has this day sold a certain piece of land in York Township, three fourths of a mile south-east of Summersville being on Boggs Creek South side fifty acres, more or less. Johnathan Beard has sold bargained and sold unto the Alva Degood a certain piece of land in Thompson Township, bounded by C. Thompson the west line on the north corner on the east line on the south thirty eight and one-half acres. The last above described piece of land to be delivered as full payment for the first mentioned piece of land. Deeds to be made mutual and exchanged on or before the first of December next. Possession to be given by both parties on or before the first day of November of the entire premises, only where the corne stands now.

Witnesses: A. B. Degood, A. C. Brown, Johnathan Beard, J. S. Jones, Boley Beard.

The State of Ohio, Union County, Washington Township, ss.

I do hereby certify that the above is a true and true copy from my docket of the proceedings had by and before me at my office in said Township in the above action. May 11th 1885.

N. M. Baldwin, J. P. of the aforesaid Township.

C. H. Hoffman, plaintiff
vs.
Johnathan Beard, defendant
} Court of Common Pleas, Union County, Ohio.
Petition in Error.

The plaintiff says that in action before N. M. Baldwin a Justice of the Peace in and for Washington Township in said County on the 23d day of April 1885 and to a Jury. Said defendant recovered a judgment against the said plaintiff for $28 costs &c. A certified copy of said proceedings as the same appears upon the docket of said Justice of the Peace is hereto attached and made a part of this petition. And the plaintiff alleges there is error in said judgment and proceedings, as follows to-wit: said Justice erred in refusing to charge the Jury as requested by the plaintiff as shown by the Record. 2d Said Justice erred in charging the Jury as shown by said Record. 3d Said judgment was for the defendant when it should by law have been for the plaintiff. Wherefore plaintiff prays that said judgment may be reversed and set aside, and plaintiff restored to all things he has lost by said erroneous judgment. C. R. Lee, Plaintiff's Attorney

Waivery of Summons.

I hereby waive the issuing and service of summons in this case and enter my appearance in Court of Common Pleas. Johnathan Beard.

On the 25th day of March 1886 the following entry was made on the Journal by the Clerk of said Court.

Entry 7802

C. H. Hoffman
vs.
Johnathan Beard
} This cause came on for hearing upon the petition in error and the transcript of the proceedings and judgment of N. M.

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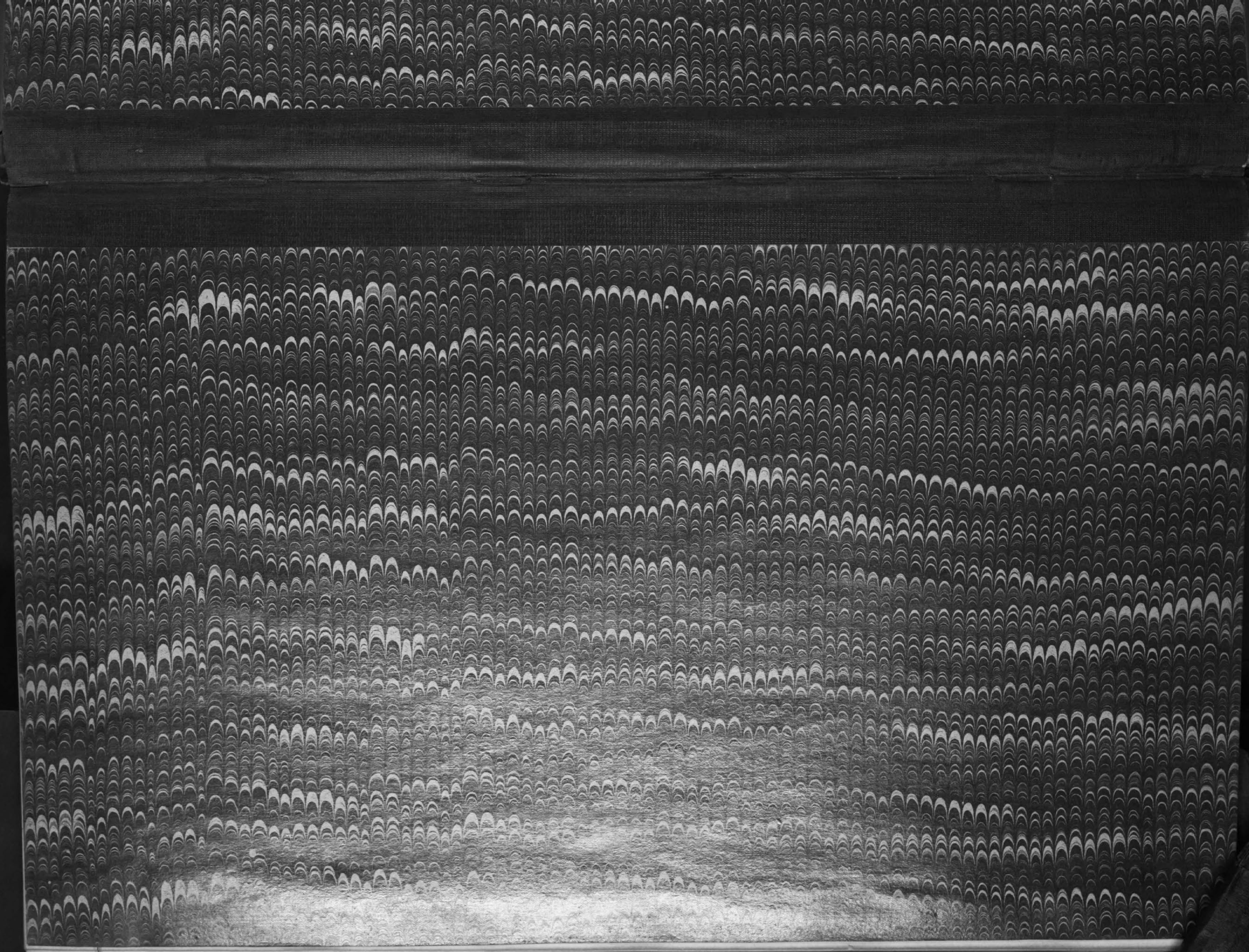
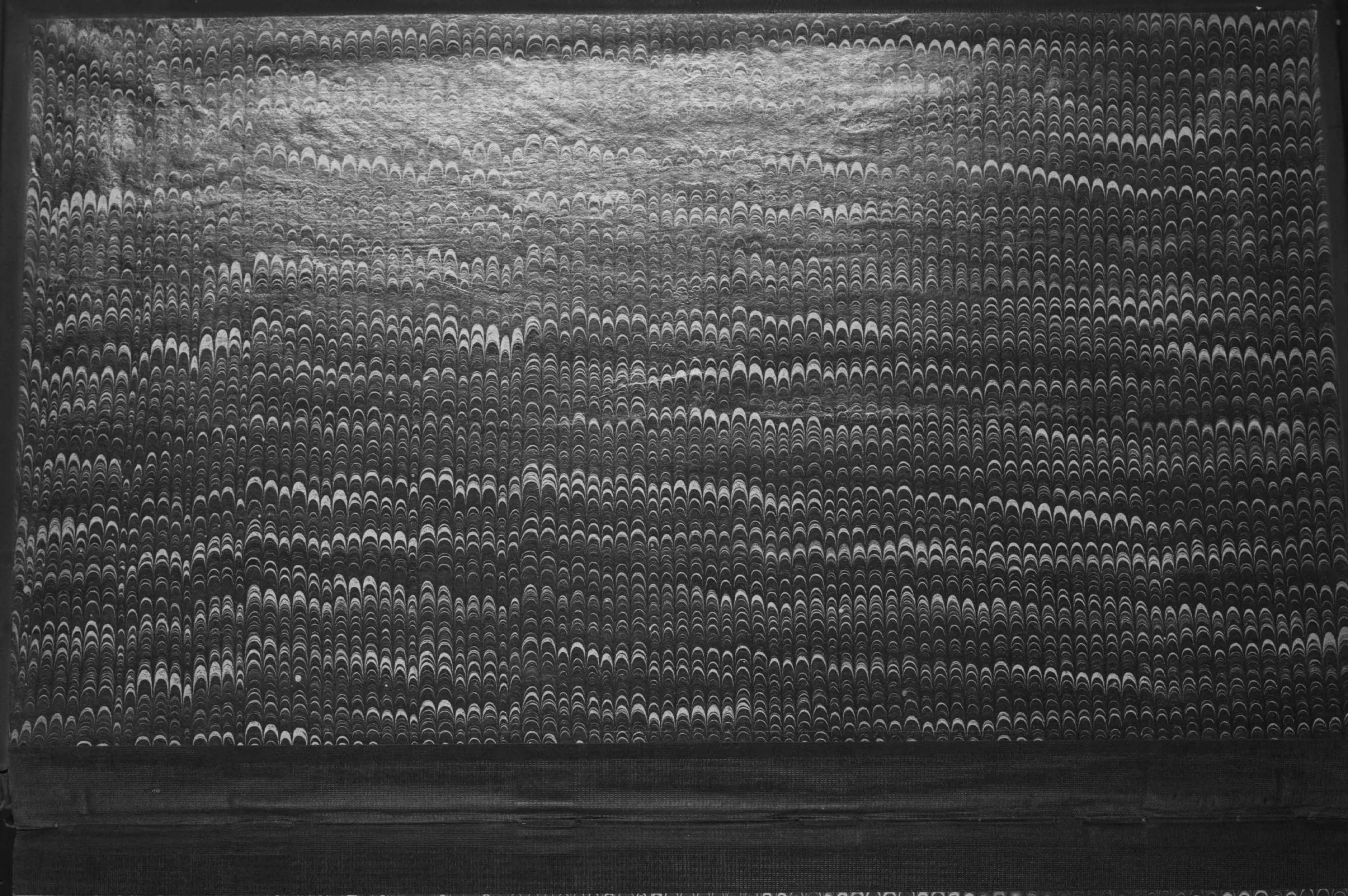
Baldwin a Justice of the Peace for this said County: on consideration whereof the Court find there is no error in said proceeding and judgment and the said judgment is therefore affirmed at the cost of the plaintiff in error, taxed at $ and execution is awarded therefor. It is further ordered that the Clerk of this Court certify this decision in the premises to the said Justice, that the judgment affirmed may be enforced as if these proceedings in error had not been taken. To all of which rulings and orders of the Court, the said C. D. Huffman then and there excepted.

Attest. John L. Bumgarner,
Clerk of the Court of Common Pleas
of Union County, Ohio.