LAW
RECORD

No. 38

UNION
COUNTY

THE FORMAN-BASSETT-HATCH CO.
MFRS. CLEVELAND, OHIO.

LETTERS PATENT
Nos. 379,334
MCH. 13, 1888.
506,125
OCT. 3, 1893.

THE

PERFECT FLAT OPENER

MANUFACTURED BY

THE FORMAN-BASSETT-HATCH CO.,

PRINTERS, LITHOGRAPHERS,

Blank Book Manufacturers and Stationers,

225 SENECA STREET. CLEVELAND, O.

ORDER NO. 55822

NOTICE.—Parties desiring to duplicate this book need simply give order number.

"The Perfect Flat Opener"
PATENTED
ROYALTY STAMP NUMBER
1726 3
LETTERS PATENT Nº 379,334 & 506,125.
ISSUED MARCH 13TH 1888. OCTOBER 3rd 1893.
Lewis & Imore

A
B
C
D
E
F
G
H
I
J
K
L
M
M°
N
O
P
Q
R
S
T
V
W
X
Y

90					
7255	Askins Hattie	08	Askins Jesse	200	Alexander J
6920	Ackerman Henry	"	Penney Ft B	467	Ackerman J
					Askins Fr
					Abbott Rufu

200	Alexander J Smith et ux	Adms	The Farmers Bank	Rge
4167	Ackerman J M	"	Ort Brown & Price	27
	Askins Jesse	"	Askins Hattie	77
	Abbott Rufus	"	The Deer Manor Company a Corporation	200
				450

A B C D E F G H I J K L M N O P Q R S T U V W X Y

7095	Bank of Marysville	vs	Wood J H et al	39	
7124	Bank of Marysville	"	The A B Kirby Co	49	
7232	Bank Farmers	"	Kyles Wood et al	109	
7181	Bank Farmers	"	Sylvanus Taylor et al	132	
7217	Burbower Jane E	"	Burbower John S	148	
6997	Brenon Isabella	"	Eakin Cassius et al	234	
7334	Bank of Richwood	"	Cameron Alexander et al	463	
7360	Baughman Sarah E	"	Baughman Josias et al	470	
7453	Ballinger H M.	"	Sherwood Samuel	524	
7386	Bauer Carl	"	The State of Ohio	535	

				Page
39	~~Alexander J Smith et al~~	Adms	The Farmers Bank	27
42	Burns Helen et al	"	The Farmers Bank	29
109	Bishop John G et al	"	Kimball H D	33
132	Baughman John et al	"	Lillian A Lacy	125
178	Barbour John E	"	Barbour Jane E	148
234	Bird Darwin et al	"	Ford Emeline	173
463	Bettes J M et al	"	Chapman Charles L Admr et al	247
470	Baughman Jesias et al	"	Baughman Sarah E	470
524				
535				

A B C D E F G H I J K L M M N O P Q R S T V W X Y

A
B

No				Page	
6148	Caryl William et al	V8	Samuel Waddle et al	6	Cranston Lo
7079	Citizens Home & Savings Company	"	Greenbaum George et al	66	Cannon A.C.
6978	Chapman John	"	Wilgus H Wiley	76	Carter James
7155	Cherry S.A.	"	C.L. Lease & Co	115	
6933	Cranston Stephen	"	Sterling S.B. et al	175	
6654	Cranston Louisa	"	Cranston Louis N	187	
7132	Chapman Charles Admr et al	"	Bettis J.M. et al	247	
7329	Chapman C.S.	"	Lowe Anna B. et al	370	
7073	Courtright Fleetwood	"	Taylor L.J. et al	413	
2668	Cannon J.L.	"	Carter James	480	

Page				
6	Branston Louis N	ados	Branston Louisa	187
66	Cameron Alexander et ae	"	Bank of Richwood	463
76	Carter James	"	Cameron J. L.	480
115				
175				
187				
247				
870				
413				
480				

A B C D E F G H I J K L M M° N O P Q R S T V W X Y

7411	Death John Le	28	Death Anna M	353	Davis W G Death Anna M

559	Davis W.G et al Death Anna M.	Adms "	George W Harris et al Death John L	Page 1 559	

A B C D E F G H I J K L M M^c N O P Q R S T U V W X Y

no					
72 48	Emery Carrie M	Ds	Emery Charles H	156	
74 48	Elsworth Alta M	"	Elsworth Donna R	305	
74 11					

English Lewis
Emery Charles H.
Eakin Cassius
Elsworth Donna

196	English Lewis G et al	ados	The Citizens Homeand Savings Co	159	
305	Emry Charles H.	"	Emry Louis M	196	
	Eakin Cassius et al	"	Byron Isabella	284	
	Elsworth Damon M	"	Elsworth Alta M	305	

E F G H I J K L M M N O P Q R S T V W X Y

No				Page	
7084	Farmers Bank	Vs	Alexander J. Smith et al	27	Flack J.P. et a
7088	Farmers Bank	"	Burris Waln et al	29	Fryman Wilso
7092	Farmers Bank	"	Scott Alf et al	31	Ferguson Robe
7029	Ford Emaline	"	Bird Darwin et al	173	Turner Rud
7225	Fryman Clara E	"	Fryman Wilson	185	
7226	Fishwater Annie L	"	Laur Englehart et al	305	
6914	Fields C.F.	"	Turner Rud	456	

Page				
27	Flock J.P. et al	adm	Staley Simon	151
29	Feyman Wilson	"	Feyman Clara E	185
31	Ferguson Robert et al	"	Robinson John	221
173	Turner Fred	"	Fields C H	456
185				
305				
456				

F G H I J K L M M N O P Q R S T V W X Y

No					
7240	Guyer Osee B Mc	9-5	Guyer Homer E	194	
7454	Graves Flora M et al	"	Teagarden Samuel M et al	510	
7418	Gabriel Leydia A	"	Gabriel Aaron B	575	

Greenbanne
Guyer Homer
Gabriel Aaron

					Page
194	Greenbaum George et al	ads	The Citizens Home & Sav Co		66
510	Gruen Henry Est.	"	Gruen Osc. B. Mc		194
575	Gabriel Aaron B	"	Gabriel Sydia A		575

G H I J K L M M N O P Q R S T V W X Y

No				Page
6149	Harris George W et al	Vs	W. P. Davis et al	1
6953	Hammond Margaret J	"	Jonathan Hammond	11
7069	Hutchinson Mable C	"	Holmes A Hutchinson	14
7199	Hansen Peter	"	Haze Leffler et al	100
7129	Higgins Elmer Jr	"	Higgins Will C	165
7186	Hill Marta Florence	"	Hill Thomas	191
7267	Hamilton George B	"	Smiley Newton et al	274
7260	Haskins S. A.	"	Stephens George W. et al	285
7361	Hansen Peter	"	Williams Grace	343
7405	Hathaway Gertrude	"	Hathaway Willis C	445
7375	Hill W. W.	"	Hill Anna Pittman	476
6874	Hildreth Louise J.	"	William S. Lee et al	568

Hammond J
Hutchinson
Hinds J. W.
Houghton Edwa
Higgins Will C
Hill Thomas
Hayes John et
Haynes Thom
Hutchinson E C
Hathaway Will
Houghton E P. et
Howe Jane
Hill Pittman

Page				Page
1	Hammond Jonathan	Adms	Margaret J. Hammond	11
11	Hutchinson Holmes A	"	Mable E Hutchinson	18
18	Hinds J.W.	"	Orr, Brown & Price	96
100	Houghton Edward et al	"	The Farmers Bank of Plain City Ohio	153
165	Higgins Will C et al	"	Higgins Elmer E	165
191	Hill Thomas	"	Hill Meta Florence	191
274	Hayes John et al	"	Miller Martin	207
285	Haynes Thomas	"	Williams D.J.	229
343	Hutchinson Ellen V et al	"	Robinson Aaron B	327
445	Hathaway Willis L	"	Hathaway Gertrude	445
476	Houghton E.P. et	"	Indiana & Ohio Live Stock Ins. Co	468
568	Hines Jane	"	Robinson J. Ed Sheriff	471
	Hill Pittman Anna	"	Hill M.W.	476

No				Bk
6985	Handley John P.	vs	Richard Turner et al	58
7364	Indiana and Ohio Live Stock Ins Co	vs	Houghton E P et al	468
7452	In the Matter of the assignment of Cobb T. Harris		Sherwood, Samuel	521

A
B
C
D
E
F
G
H

Page

58
468
521

I
J
K
L
M
Mc
N
O
P
Q
R
S
T
V
W
X
Y

7281	Jolliff William Executor	VS	Jolliff George W. et al	398	Jolliff George

398	Jolliff George W. et al	1800	Jolliff William Executor &c	398 398	

J K L M M N O P Q R S T V W X Y

No				Page	
7085	Kimball H. D.	Vs	Bishop John. G. et al	33	Kirby A. G
7193	Kinney Jseal et al	"	The Methodist Protestant Church Richwood O	79	Kirby A G
7223	Kling Amos H.	"	Oehler Fredrick et. al.	298	Kalbfleith A.
7352	Kimball Milo et al	"	Schunck Jacob et al	357	
7214	Kirby Phebe	"	Patch D. B.	492	

A B C D E F G H I J

	Page
	33
Richwood O	79
	298
	357
	492

		Page
Kirby A.G Co	adv	The Bank of Marysville 49
Kirby A G	"	The Lorain Banking Company 51
Kalfsattle A.H.	"	State of Ohio ex rel Benny P. Spencer 244

R
D
M
M
C
F
C
H
S
T
V
W
X
Y

7119	Lacey Lillian A	Vs	John W Baughman et al	125	Leffler Haze
7187	Lloyd Mary E	"	Lloyd George W	138	Lease L. H.
7065	Leonard Ada	"	Lane Elizabeth Executrix	212	Lloyd George
7160	Laurence Lu Atmr	"	Rozo Lycurgus	391	Lane Elizab
					Linsley Nan
					Laur English
					Love Anna
					Longbrake Lew
					Lee Wm L.

A B C D E F G H I J K

125	Leffler Haze et al	adms	Peter Houser	106
138	Lease Ld. & Co	"	S. R. Cherry	115
212	Lloyd George W	"	Lloyd Mary E	188
391	Lane Elizabeth Executrix	"	Leonard Ada	202
	Linsley Newton et al	"	Hamilton George B	274
	Laur Englehart et al	"	Pushwater Annie E	305
	Love Anna B et al	"	Chapman	370
	Longbrake Levi L.	"	The Farmers Bank	517
	Lee Wm L. et al	"	Louisa J. Hildebrand	565

7118	Miller Reuben F.	98	Adolphus H. Moore	111	Moore Adolph
7099	Maskill John	"	Penney Frank O et al	205	Myers George H
7222	Miller Martin	"	Hayes John et al	207	
7884	Michell Belle	"	Rittenhouse D. W. et al	452	
7408	Moodie Henry admr.	"	Robbins S. S. et al	460	

A B C D E F G H I J K L

111	Moore Adolphus H	ados	Reuben F Miller	111
205	Myers George & Lena	"	The Toledo & Ohio Central R.R. Co	563
207				
452				
460				

A
B
C
D
E
F
G
H
I
J
K
L
M

Mc Faddon
Mc Henry assig
Mc Cullough Jo

Mc Faddon Ennis	adm's	State of Ohio in rel to Ellis Denman	246
McElroy assignee et al	"	The Citizens Home and Savings Company	320
McCullough John F. et al	"	Robinson John	548

M N O P Q R S T V W X Y

7842	Nuocomb Harrison R	vs	Nuocomb Orlando et als	376	Nuocomb Orlan
7871	Nash Ella	"	Nash Edward	448	Nash Edward
7112	Nichols O	"	Parthemer	527	

A B C D E F G H I J K L M Mc

376	Nuocomb Orlando Mals	ados	Nuocomb Harrison R	376
4148	Nash Edward	"	Nash Ella	4148
527				

Orr Brenon & Price	vs	Bromley W A	82	Oller G H
Orr Brenon & Price	"	Roney Annie	91	Oller G H
Orr Brenon & Price	"	Hinds J.W.	96	Ochler Fredric
Orr Brenon & Price	"	Ackerman J N	99	
Orr Brenon & Price				

A B C D E F G H I J K L M Mc N

				Page
82	Oller G H	ados	The Union Banking Company	85
91	Oller G H et al	"	" " " "	37
96	Oehler Fredrick et al	"	Kling Amos H.	298
99				

No				Page
7061	Potts Henry	Vs	Mary Potts	19
7062	Pennell Mary	"	William T Pennell	15
7096	Peoples Bank	"	Scott Alf et al	41
7110	Peoples Bank	"	Turner A. S	43
7258	Phelps Daniels	"	The Toledo & Ohio Central R.R. Co	230
6924	Perry Anna E	"	Perry Edward E	386
7448	Perfect C.D. et al	"	Shutterly W.R. et al	1154

Potts Mary
Pennell Willia
Penney Frank
Perry Edward E
Penney G. S.
Patch D. B.
Parthemer

A B C D E F G H I J K L M Mc N O

Page				
19	Potts Mary	ados	Henry Potts	13
15	Pennell William	"	Mary Pennell	15
41	Penney Frank O et al	"	Waskell John	205
43	Perry Edward b	"	Perry Anna b.	386
230	Penney F. O.	"	Stevenson Henry	467
386	Patch D. B.	"	Kirby Phebe	472
1154	Pathemer	"	Nichols O	527

A
B
C
D
E
F
G
H
I
J
K
L
M
Mc
N
O
P

				Page
		Vs	Reed. Wallace	21
7077	Reed Emma			
7055	Richardson Walter	"	Richardson Oliver et al	61
7205	Roney Herbert J	"	Roney Annie	103
7165	Robinson John	"	Rouse Carrie B et al	140
7164	Robinson John	"	Ferguson Robert et al	221
7115	Robinson Aaron B	"	Hutchinson Ellen V et al	327
7021	Robinson J. W.	"	Zimmerman Barnet et al	346
7422	Robinson J. Ed Sheriff	"	Hines Jane	474
7302	Robinson John	"	Mc Cullough John P. et al.	548

Reed Wallace
Richardson Ol
Roney Anna
Roney Anne
Rouse Carrie et
Rausch John
Ross Lycurgus
Rittenhouse D. W.
Robbins S. S. et
Robinson Dell et

Page				Page
21	Reed Wallace	adms	Reed Emma	21
61	Richardson Oliver et al	"	Richardson Walter	61
103	Roney Annie	"	Orr Brown & Price	91
140	Roney Anne	"	Roney Hebert J	103
221	Rouse Carrie et al	"	Robinson John	140
327	Rausch John et al	"	Stuckoff John	210
346	Ross Lycurgus	"	Laurence Lee admr	391
474	Rittenhouse D.W.	"	Mitchel Belle	452
548	Robbins S.S. et al	"	Moodie Henry admr.	460
	Robinson Dell et al	"	The Bank of Maysville	519

		vs	Black J.P. et al	151
7279	Staley Simon	"	Kausch John et al	210
7284	Steinhoff John A	"	Kalbfleish A H	244
7288	State of Ohio use Henry P Spencer	"	McCadden Ennie	246
7114	State of Ohio use Allie Deumm	"	Severe Nancy E et al	261
7158	Smith H.H.	"	Sherman Solomon C	441
7441	Sherman Emma	"	Spencer Henry	503
7449	Spencer Estelle			

Sharp A.W.
Sharp A.W.
Scott A.J.
Scott A.J.
Severe Jefferson
Swimley A.W.
Stirling S.A.
Sellers C.P.
Severe Nancy
Stephens George
Sauerman Barn
Schunck Jacob
Sherman Solom
Shetterly W.R. et
Spencer Henry
Sherwood Samuel
Sherwood Samu
Smith Joseph et

				Page
151	Sharp A.W.	adms	Williams Willis E	23
210	Sharp A.W.	"	Williams Willis E	25
244	Scott Sol	"	The Farmers Bank	31
246	Scott Sol	"	The Peoples Bank	41
261	Severe Jefferson W et al	"	Whitney A.J.	45
441	Swimley A.W.B	"	Orr Brown & Price	82
503	Sterling S.A. et al	"	Branston Stephens	145
	Sellers C.P.	"	The Union Banking Co	155
	Severe Nancy et al	"	Smith H.H.	261
	Stephens George W. et al.	"	Hopkins S.A.	285
	Saueerman Barnet	"	Robinson J.W.	346
	Schumck Jacob et al	"	Kimball Milo et al	357
	Sherman Solomon C	"	Sherman Emma	441
	Shetterly W.R. et al	"	Perfect C.D. et al	454
	Spencer Henry	"	Spencer Estelle	503
	Sherwood Samuel assignee	Do	In the Matter of the Assignment of Caleb Fitts	521
	Sherwood Samuel assignee	"	Bollinger H.M.	524
	Smith Joseph et al	"	Tilton J.W. et al	538

No				Page
7068	Thompson Eliza	Vs	Jackson Thompson	16
7104	The Union Banking Co	"	Thaddius Wood & Amos Burns	104
7277	The Farmers Bank of Blair City	"	Houghton Edward et ae	153
7176	The Union Banking Co	"	Sellers C. F.	155
7209	The Citizens Home and Savings Co	"	English Lewis G. et al	159
7312	The Citizens Home and Saomgs Co	"	McElroy assignee et al	320
7343	The Citizens Home and Saomgs Co	"	Welch James et al	364
7437	The McCormick Harvesting Company	"	Whipp Caroline et al	448
7442	The Deer Mount Company a Corporation	"	Abbott Rufus	450
7513	The Farmers Bank	"	Longbrake Levi &	517
7514	The Bank of Marysville	"	Robinson Dell et al	519
7480	Pilton J M.	"	Smith Joseph et al	538
7826	The Toledo and Ohio Central R R. Co	"	Myers George and Lena	568

Thompson Jac
Turner A.
Turner Richa
The Methodist Protestan
Taylor Sylvanus
The Toledo & Ohio
Taylor & J. et al
Peagarden Samu
The State of Ohio

A B C D E F G H I J K L M Mc N O P Q R S

Page				Page
16	Thompson Jackson	ados	Eliza Thompson	16
104	Turner A.S.	"	The Peoples Bank	48
153	Turner Richard et al	"	Handley John T	58
155	The Methodist Protestant Church of Richwood O	"	Kinney Israel et al	79
159	Taylor Sylvanus et al	"	The Farmers Bank	182
320	The Toledo & Ohio Central R.R. Co	"	Phelps Dania S	280
364	Taylor L & J. et al	"	Courtright Rhodewood	418
448	Teagarden Samuel et al	"	Graves Elva et al	510
450	The State of Ohio	"	Baum Carl	535
517				
519				
538				
568				

No					Page
7093	Union Banking Company	vs	Oller G H		35
7094	Union Banking Company	"	Oller G H et al		37
7124	Union Banking Company	"	Welch D J et al		47
7125	Union Banking Company	"	Kirby A G		51
7127	Union Banking Company				

A B C D E F G H I J K L M Mc N O P Q R S T

Page

35
37
47
51

A
B
C
D
E
F
G
H
I
J
K
L
M
Mc
N
O
P
Q
R
S
T

No				Page
7106	Williams Kittie E	Vs	Sharp A.W.	23
7107	Williams Kittie E	"	Sharp A.W.	25
7095	~~Wood J.H. et al~~	"	~~The Bank of M~~	
7124	Whitney A.J.	"	Severe Jefferson W et al	415
7219	Webb Jemri	"	Webb Mary R	202
7177	Williams A.J.	"	Haynes Thomas	229
7523	Wagner Clara B	"	Wagner James D	396
6876	Waters Joseph N.	"	Waters Mary O	496
7465	Ward David	"	Ward Ella	501

Waddel Sam
Wood J H et al
Welch D.J. et al
Wilgus & Wiley
Wood Thaddius &
Wood Hylas et a
Webb Mary R
Williams Grace
Welch James et a
Wagner James D
Wiltsh Caroline
Waters Mary O
Ward Ella

A B C D E F G H I J K L M Mc N O P Q R S T V

Page				
28	Waddel Samuel et al	Adrs	Waddle Samuel	6
25	Wood J H et al	"	The Bank of Marysville	39
	Welch D J et al	"	Union Banking company	47
415	Wilgus & Wiley	"	Chapman John	76
202	Wood Thaddeus & Amos Burris	"	The Union Banking Co	104
229	Wood Hylas et al	"	The Farmers Bank	107
396	Webb Mary R	"	Webb Jennie	202
496	Williams Grace	"	Houser Peter	343
501	Welch James et al	"	The Citizens Home and Savings Company	364
	Wagner James D	"	Wagner Clara B	396
	Wiltsh Caroline et al.	"	The Mt Carmel Navigating Company	443
	Waters Mary O	"	Waters Joseph N	496
	Ward Ella	"	Ward David	501

A
B
C
D
E
F
G
H
I
J
K
L
M
Mc
N
O
P
Q
R
S
T
V
W

A
B
C
D
E
F
G
H
I
J
K
L
M
Mc
N
O
P
Q
R
S
T
V
W
X

A
B
C
D
E
F
G
H
I
J
K
L
M
Mc
N
O
P
Q
R
S
T
V
W
X
Y

Pleas Co
of Union
before the
on the 4
Ninty Se

1891 Un
the Said C

George W
Amon
O.C Sta
Mt Pleas
West Mar
Anglare
of the Chr
Brethren

W.G Da
Safe Mix
Smith Fl

1106149

Petition

J Harr
Church
the Chur
and fu
their Su
and tha
of as a p
United
to the C
to time
Church
described
Ohio
in the C
Stalder
line So
rods to
Thence
fifty. Sa
Trustees
22 day
County
Rubin H
to have S
and are

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to-wit on the 4th day of May in the year of Our Lord One Thousand Eight hundred and Ninty Six

Be it remembered that heretofore to-wit on the 9th day of February A.D. 1891 Union County Common Pleas George W Harris et al filed in the Clerks Office of the Said Court of Common Pleas the following Petition against W.G. Davis et al to-wit

George W. Harris David J. Harris
Amon Davis Cyrus S. Laird
O.C Storms Trustees of the
Mt Pleasant Church of the
West Mansfield Circuit of the
Anglare Annual Conferance
of the Church of the United
Brethern in Christ
Plaintiffs

V.S

W.G Davis Rubin Moore
Lafe Middleton Christopher
Smith Thomas Davis
Defendants

Court of Common Pleas
Union County Ohio

Petition

No 6149

Petition

The Said plaintiffs George W. Harris. David J Harris. Amon. Davis. Cyrus S. Laird. O.C Storms. Trustees of Mt Pleasant Church of the West Mansfield circuit of the Anglaze Annual Conferance of the Church of the United Brethren in Christ. Say that they are the duly appointed and qualified Trustees of the Said Mt Pleasant Church. And that they and their Successors forever in trust are in possession of the premises hereinafter described and that they hold the Same in trust to be used kept. Maintained and disposed of as a place of Worship for the use of the Ministry and Membership of the United Brethren in Christ Church of the United States of America Subject to the Usages and Ministerial appointments of Said Church as from time to time authorized and declared by the General Conferance or assembly of Said Church in whose bounds the Said premises are Situated. Said premises are described as follows to wit — Situated in the County of Union in the State of Ohio being a part of Survey No 3239 and described as follows. Commencing in the Center of the Marston road at a Stake twelve rods North from Casper Stalders South East corner. Thence west parallel with Said Stalders South line Seven rods to a Stake. Thence North parallel with Said Road Eight rods to a Stake Thence East Seven Rods to a Stake in the Center of Said road Thence South with Said road Eight rods to the place of beginning containing fifty Six (56 Rods and being the Same premises that were conveyed to the Trustees of the Church of the United Brethren in Christ of Ohio on the 22 day of January 1861 and Recorded in Volume 24 Record of Deeds of Union County Ohio Page 191

The Said plaintiffs Say that the defendants the Said W.G. Davis Rubin Moore Lafe Middleton Christopher Smith and Thomas Davis claim to have Some interest in Said premises adverse to the interest of the plaintiffs and are threatening to take possession of the Said premises and to

Exclude the plaintiffs in their trust capacity from the possession thereof and that they have threatened and are about to Enter into possession Thereof partially Excluding the plaintiff Trustes as aforesaid and that they will do so, and permanantly appropriate the Same unless restrained by this Court

Said plaintiffs therefor prays that Said title in trust may be forever quieted in them and their Successors in office for the uses and purpose Mentioned in Said trust and that the defendants and all persons Claiming Under Said appointment by them or in aid of their interest may be Carefully restrained and Enjoined from interfearing in the Management and Control of Said property as in their possession and on final hearing may be perpetually and forever Enjoined and restrained from interfearing with the plaintiffs and their Successors in office in the Management and control of Said property or in their possession thereof for the uses and purposes above mentioned and for Such other and proper relief as the Nature of the Case and Equity may require

W.T. Hoopes Attorney for Plaintiff

The State of Ohio Union ss

The Undersigned plaintiffs being first duly Sworn according to law depose and Say that they are the plaintiffs in the foregoing action that they make this affidavit as one in Support of their Motion for the allowance of an Injunction herein as to Verify this Petition and that the facts and allegations Stated in the foregoing Petition are true and further deponents Sayeth not

Signed by George W Harris. David J Harris Cyrus L Curl Amon Davis and O.C Storms

Sworn to before me and Signed in my presence by George W Harris, Cyrus L. Curl O.C Storms This 9th day of Feby 1891

R McCleary Clerk

Clerk Issue Summons on the above defendants hindered action to quiet title and for perpetual injunction and injunction allowed

W.T. Hoopes attorney for Plaintiff

No 6149

Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of Said County

You are hereby Commanded to Notify W.G. Davis Reuben Moore Safe Middleton Christopher Smith and Thomas Davis. That they have been Sued by George W. Harris. David J. Harris Amon Davis Cyrus L Curl and O.C Storms. Trustes of Mount Pleasant Church of West Mansfield Circuit of the Anglaze annual Conferance of the Church of the United Brethren in Christ in the Court of Common Pleas of Union County and must answer by the 14th day of March A.D. 1891 or the petition of the Said plaintiff will be taken as true. and judgment rendered accordingly

You will make due return of this Summons on the 23rd day of February A.D. 1891

Witness my hand and the Seal of Said Court this 11th day of February A.D 1891

(Seal)

R McCleary Clerk

Return on Summons

No 6149

Motion to Quash &c

No 6149

Indorsed by Plaintiffs for Injunction

The State of Union

George W Cyrus L Mt Pleas Circuit of the Chu

W.G. Dav Christop

Attorney approval Said de aid of t in offi possess the fur

The State Union

George W

W.G. Da

Moore of Free Cyrus West Ma United they ma decided

This 2

thereof and
thereof partially
so. and
ent
may be forever
bove Mentioned
y Under
and Enjoined
y as in this
joined and
sors in
possession
h other and

ntiff

July Broom
foregoing
Motion for
e and that
d further

891

ion to
d
ntiff

Reuben Moore
have been
s L Curl
Mansfield
nited Brethren
nd must
plaintiff will

29nd day of

This 11" day

Return on Summons

The State of Ohio
Union County

February 20th A.D. 1891 The following return on Summons was made

Sheriffs Return

Received this writ February 11th A.D. 1891 at 10 O Clock A.M and Served Same by Leaving a Certified Copy thereof with the Endorsements thereon at the usual place of residence of Each of the within named Defendants (Capt Christopher Smith who was not found in my County.) on the 19th day of February 1891

Thomas Martin Sheriff

Sheriffs Fees		
Service and Return		30
Additional Dfts		45
Mileage	4	00
Copy	1	00
Total	5	75

No 6149

Motion to Issue Cost

George W Harris, David J Harris, Amon Davis, Cyrus L Curl, O.C Storms Trustees of the Mt Pleasant Church of the West Mansfield circuit of the Anglaze Annual Conference of the Church of the United Brethren in Christ

Plaintiffs

VS

W.G. Davis, Ruben Moore, Lafe Middleton, Christopher Smith, Thomas Davis

Defendants

Court of Common Pleas
Union County Ohio

On Motion of the plaintiff by their Attorneys and good cause being Shown. Therefor it is ordered an Undertaking being given in the Sum of $300.00 Three hundred Dollars with Sureties to the approval of the Clerk an Injunction be allowed to issue herein, Enjoining the said Defendants and all persons Claiming under appointment by them or in aid of their interest from interfearing with the plaintiffs or their Successors in office or those Claiming under them in their management control or possession in any way of the property described in said plaintiffs petition until the further Order of this Court

No 6149

Undertaking by Plaintiffs for Injunction

The State of Ohio
Union County

Undertaking by Plaintiff for Injunction

George W Harris et al — Plaintiffs
VS
W.G. Davis et al — Defendants

Court of Common Pleas

We bind ourselves to the said Defendants W.G. Davis Ruben Moore Lafe Middleton Christopher Smith Thomas Davis in the Sum of Three Hundred Dollars that the plaintiffs George W Harris, David Harris Cyrus L Curl and O.C. Storms Trustees of the Mt Pleasant Church of the West Mansfield Circuit of the Anglaze Annual Conference of the Church of the United Brethren in Christ Shall pay to the said defendant the damages they 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

Witness our hands this 9th day of February 1891

Joseph Deaver
Fredrick Belty

This Undertaking Approved by me this 9th day of Feb 1891
R McCleary Clerk of said Court

On the 11th day of March 1891 the following Answer was filed

No 6149
Answer

George W. Harris. David J Harris
Amon Davis. Cyrus L Curl
and O.C Storms Trustees of the
Mt Pleasant Church of the West
Mansfield Circuit of the Anglaize
Annual Conference of the Church
of the United Brethren in Christ
Plaintiff

Against

W.G Davis Ruben Moore
Safe Middleton Christopher
Smith and Thomas Davis
Defendants

In the Court of Common Pleas
of Union County Ohio

Answer

And now comes the Said Defendants and for this Answer to Plaintiffs Petition say that they admit that the premises described in Said Petition were conveyed to the Trustees of the Church of the United Brethren in Christ of Ohio on the 22nd day of January 1861 and recorded in Volume 24 page 191 of the Records of Deeds of Union County Ohio That Said Defendants claim to have some interest in the Said premises and these Defendants deny each and every other allegation in Said Petition contained

John M Broderick Attorney for Defendants

The State of Ohio
Union County ss

Ruben Moore one of the within named Defendants being Sworn makes oath that the facts Stated in the foregoing answer are as affiant believes True

Ruben Moore

Sworn to by Said Ruben Moore befor me and Signed by him in my presence this 11th day of March A.D 1891

R M.c Elroy Clerk of Court

No 6149
Entry

George W. Harris. David J Harris
Amon Davis. Cyrus L Curl and
O.C Storms. Trustees of the Mt Pleasant
Church of the West Mansfield Circuit
of the Anglaize Annual Conferance of the
Church of the United Brethren in Christ
Plaintiff

Against

No. 6149
Motion

W.G. Davis Ruben Moore Safe
Middleton Christopher Smith and
Thomas Davis Defendants

In the Court of Common Pleas
of Union County Ohio

Motion

And now come the Said Defendants and Move the Court to Modify the Order granting a Temporary Injunction herefore made herein by decreeing a division of the time between Said Plaintiff and Said Defendants in the use and occupancy of the premises described in Said Plaintiff Petition until the question arising herein Shall be decided in the Supreme Court of the State. The Said Defendants hereby represent

that the case of David L Rike et al VS Hallock Flood et al Now pending in the Circuit Court of Montgomery County Ohio will be heard as Defendants are informed and believe during the Month of June 1891 and immediatly thereafter will be taken to the Supreme Court of Ohio for decision so as to determine all cases that may be pending within this State

John M Brodrick Attorney for Defendants

No 6149
Entry

George W Harris et al
VS
W G Davis et al

Entry

This Cause Now coming on for hearing on the Motion of the Defendants to Modify the Temporary Injunction heretofore granted by this Court. The Court on Consideration thereof overrules the Same Leave is given Defendants to file Answer in thirty days

---

May 4th 1896. The following Entry was filed

George W Harris David J. Harris Amon Davis Cyrus L. Curl & O C Storm. Trustees of the Mt Pleasant Church of the Anglaize Annual Conference of the Church of the United Brethren in Christ
Plaintiffs

Against

W G. Davis Ruben Moore. Safe Middleton Christopher Smith and Thomas Davis
Defendants

Court of Common Pleas
Union County Ohio

Entry

No 6149
Entry

This day this cause came on to be heard upon the Petition and answer thereto and the Court having heard the evidence addduced by the parties respectively and the argument of their Counsel, and being fully advised in the premises doth find the issues Joined in favor of the Plaintiffs and against the Said Defendants

Therefore it is hereby Ordered and adjudged by the Court that the Defendants be and they are hereby forever Enjoined from interfering with the Plaintiffs or their Successors in Office in the Management and Control of the Said Church or the Said Church property or their possession thereof for the purposes and uses as Such Trustees

And it is further Ordered adjudged and decreed by the Court that the Said Plaintiff in their Said title as Trustees to and possession of Said premises be and they are forever Quieted as against the Said Claims of Said Defendants of Said Estate and interest in Said Real Property described in the Petition herein adverse to them

It is further Considered that Each party to this Proceeding pay his own Costs by him Made herein and Execution is awarded accordingly

Brodrick for Defendants

Attest J. M Gamill Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to-Wit on the 4th day of May in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to wit on the 9th day of February A.D. 1891 Union County Common Pleas William Caryl et al filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Samuel Waddle et al to-wit

William Caryl. D Burroughs
Samuel Beightler. R.J. Burns
John Enix. Trustees of the Darby
Church of the West Mansfield
Circuit of the Sanduske Annual
Conference of the Church of the
United Brethren in Christ
Plaintiffs

Vs

Samuel Waddle. P Holycross
Robt Wilson Eddie Spain
and Ellis Spain Defendants

No 6148

Petition

Court of Common Pleas
Union County Ohio

Petition

The Said Plaintiffs William Caryl. D Burnes Samuel Beightler. R.J. Burns John Enix. Trustees of the Darby Church of the West Mansfield Circuit of the Sanduske Annual Conferance of the Church of the United Brethren in Christ. Say that they are the duly appointed and qualified Trustees of the Said Darby Church and that they and their Successors forever in Trust are in possession of the premises hereinafter described, and that they hold the Same in trust to be used kept and Mantained and disposed of as a place of Worship for the use of the Ministry and Membership of the United Brethren in Church of the United States of America Subject to the Usages and Ministerial Appointments of Said Church as from time to time authorized and declared by the General Conference or Assembly of Said Church in Whose bounds the Said premises are Situated

Said premises are described as follows to-wit Situated in the County of Union in the State of Ohio and in the Township of Allen and bounded and described as follows- Being part of Survey No 369 & 3749- Beginning at a Stone in the Center of the road leading up Darby Creek on the E Side and a few rods E of Said Darby Creek and in the line between D.W. Spains land & Sanford Spains land running N 55° E Six (6) rods to a Stone- Thence S 28° E Five rods & twelve 12. feet to a Stone. Thence 55° W about Seven (7) rods to a Stake in the Center of the road. Thence a Northerly Course along Said road about Six (6) rods to the beginning containing about 40 rods more or less- Being the Same lands deeded by D.W. Spain & Wife to Sanford Spain. Rubin Moore Lemon Spain D.W. Spain & Samuel Waddle. Trustees of the United Brethren Church called Darby Chapel and their Successors in office forever- Recorded in Vol 35 Page 39 of the deed Records of Union County Ohio recorded on the 15th day of March 1891- The Said Plaintiffs Say that the Said Defendants the Said Samuel Waddle. P Holycross Robt. Wilson Eddy Spain & Ellis Spain Claim to have Some interest in the Said premises adverse to the

No 6148

Summons

No 6148

Return

interest of
Exclude the
threatened
Trustees as
Unless

Quieted
in Said
by them or
interfere
and that
from
and Court
Mentioned

State of

and Say
Affidavit
herein
the forego

Sworn to
This 9th

The State
Union

P Holy
been
Trustees
Conferen
Common
A.D. 1891
rendered
23 day of

The State of
Union Co

Sheriffs Fee

Served & Ret
Additional D
Mileage
Copys
Total

interest of the Plaintiffs and are threatening to take possession of the said premises and to Expelude the Plaintiff in their trust capasity from the possession thereof & that they have threatened and are about to Enter into possession thereof forcibly Excluding the Plaintiff Trustees as aforesaid, That they will do so and permenantly appropriate the same Unless restrained by the Court

Said Plaintiff therefore pray that their said title in trust may be forever quieted in them and their Successors in Office for the uses and purposes Mentioned in said trust and that the Defendants and all persons claiming under appointment by them or in aid of their Interest may be temporarily Enjoined and restrained from interfearing with the Plaintiff in the Management and Control of said property and that on final hearing may be perpetually and forever Enjoined and restrained from interfearing with the Plaintiff and their Successors in office in the Management and Control of said property or in their possession Thereof for the uses and purposes Mentioned and for such other and further relief as the case and Equity may require

W.T. Hoops Attorney for Plaintiff

State of Ohio Union County ss

The Undersigned Plaintiffs being duly Sworn depose and say that they are the Plaintiffs in the foregoing action that they make this Affidavit as well in Support of their Motion for the allowance of an injunction herein as to verify this Petition and that the foregoing facts and allegations of the foregoing Petition are true

Wm S Caryl
Samuel Beightler
R.J. Barnes

Sworn to and Signed by the Said Wm S Caryl Samuel Beightler and R.J. Barnes This 7th day of February 1891

{Seal}

John M. Broderick Notary Public Union Co O

No 6148
Summons

The State of Ohio Union County ss

To The Sheriff of Said County

You are hereby commanded to Notify Samuel Waddle P Halycross Robert Wilson, Eddie Spain and Ellis Spain that they have been Sued by William Caryl, D. Bourcughs, R J Barnes and John Emig Trustees of the Darby Church of the West Mansfield circuit of the Annual Conference of the Church of the United Brethren in Christ in the Court of Common Pleas of Union County and must answer by the 14th day of March A.D. 1891 or the Petition of the said Plaintiffs will be taken as true and Judgment rendered accordingly. — You will Make due return of this Summons on the 23 day of February A.D 1891

Witness my hand and the Seal of said Court this 11th day of February A.D. 1891

R McCrory Clerk

The State of Ohio Union County ss

Sheriffs Return

No 6148
Return

Sheriffs Fees		
Serves & Return		30
Adtional Defts		60
Mileage	3	20
Copys	1	00
Total	5	10

Received this Writ February 11th A.D. 1891 at 10 O Clock A.M and Served Same by delivering a Certified Copy thereof with the endorsements thereon to each of the within Named Defendants on the 19th day of February 1891

Thomas Morton Sheriff

William Caryl. D Bouroughs
Samuel Beighter R J Barnes
John Enix. Trustees of the Darby
Church of the West Mansfield Circuit
of the Auglaize Annual Conference
of the Church of the United Brethren
in Christ — Plaintiff
vs
Samuel Waddel. P. Holycross
Robt Wilson Eddy Spain and
No 6148 Ellis Spain — Defendants

Court of Common Pleas
Union County Ohio

On Motion of the Plaintiffs by their attorney and
Motion for Undertaking — and good cause being shown therefor it is ordered that an Undertaking being given in the Sum of $300.00 Three hundred dollars with Surities to the approval of the Clerk. and injunction allowed to issue herein enjoining the Said Defendants and all persons claiming under appointment by them or in aid of their interest, from interfearing with the Plaintiff or their Successors in Office or those claiming under them in their Management. Control or possession in any way of the property described in Said Plaintiff Petition Until further Order of this Court

---

The State of Ohio
Union County

Undertaking by Plaintiff for Injunction

Court of Common Pleas

William Caryl Etal — Plaintiff
vs
Samuel Waddle et al — Defendant

No 6148
Undertaking

We bind Ourselves to the Said Defendants Samuel Waddle. P. Holycross Robt Wilson Eddy Spain & Ellis Spain in the Sum of Three Hundred Dollars that the Plaintiffs William Caryl D Burris Samuel Beighter R.J. Barnes John Enix. Trustees of the Darby Church of the West Mansfield Circuit of the Auglaize Annual Conference of the Church of the United Brethren in Christ 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 the Said Injunction ought Not to have been granted

Witness our hands this 9th day of February 1891 — Fredrick Beltz
Joseph Deaver

This Undertaking approved by me this 9th day of Feb 1891
R McCrory Clerk of Said Court

William Caryl D Burroughs and
John Enix. Trustees of the Darby Church
No 6148 of the West Mansfield Circuit of the
Auglaize Annual Conference of the Church
Answer of the United Brethren in Christ
R J Barnes Plaintiffs
Samuel Waddle P Holycross Robt
Wilson and Ellis Spain Defendants

In the Court of Common Pleas
Union County Ohio

Answer

And now come the Said Defendants and for answer to Plaintiffs Petition say: that they admit that the premises

described in Said Petition. Were conveyed by D.W. Spain and Wife to Said Sanford Spain, Reuben Moore, Clemens Spain D.W Spain and Samuel Waddel Trustees of the United Brethren Church, Called Darby Chapel, and this Successors in Office forever; That Said Deed was recorded in Volume 35 Page 39 of the Records of Deeds of Union County Ohio on the 15th day of March 1891. That Said Defendants Claim to have Some interest in the Said premises And these Defendants deny Each and Every Other allegation in Said Petition Contained

John M Brodrick Attorney for Defendants

The State of Ohio
County of Union ss

Samuel Waddle one of the within named Defendants being Sworn makes oath that the facts Stated in the foregoing answer are as affiant believe true

S. Waddel

Sworn to by Said Samuel Waddel before me and Signed by him in my presence this 11th day of March A.D. 1891

R. McCrory Clerk of Court

No 6148
Motion

William Caryl, D. Burroughs and John Emig Trustees of the Darby Church of the West Mansfield Circuit of the Anglaize Annual Conference of the United Brethren in Christ. Plaintiffs

Against

Samuel Waddel, P. Hollyeross Robt Wilson and Ellis Spain

Defendants

In the Court of Common Pleas
Union County Ohio

Motion

And now come the Said Defendants and Move the Court to Modify the Order granting a temporary injunction heretofore made herein by decreeing a division of the time betwen Said Plaintiffs and Said Defendants in the use and occupancy of the premises described in Said Plaintiffs Petition. Until the question arising herein Shall be decided in the Supreme Court of this State. The Said Defendants hereby represent that the Case of David L. Rike et al Vs Hallock Floid et al Now Pending in the Circuit Court of Montgomery County Ohio will be heard, as Defendants are informed and believe during the Month of June 1891. and immidiately thereafter will be taken to the Supreme Court of Ohio for decision so as to determine all cases that may be pending Within this State

John M Brodrick Attorney for Defendant

No 6148
Entry

William Caryl et al
Vs
Samuel Waddel et al

Entry

This Cause now Coming on for hearing on the Motion of the Defendants to Modify the temporary injunction heretofore granted by this Court. The Court on Consideration thereof Overrules the Same Leave is given Defendants to file answer in thirty days

No 6148 Entry	William Cargl. D. Borrough Samuel Beighter A. J. Burris and John Crix Trustees of the Dalby Church of the West Mansfield Circuit of the Anglaize Annual Conference of the United Brethren Church in Christ = Plaintiff Against Samuel Waddel. P Holycross Robert Wilson Eddie Spain and Ellis Spain = Defendants	May 4th 1896 The following Entry was filed Court of Common Pleas Union County Ohio Entry

This day this cause on to be heard upon the Petition and answer thereto. and the Court having heard the evidence adduced by the parties respectively and the arguments of their Counsel and being fully advised in the premises doth find the issues joined in favor of the Plaintiff and against the Said Defendants

Therefore it is hereby ordered and adjudged by the Court That the Defendants are hereby forever enjoined from interfering with the Plaintiff or their Successors in office in the management and control of the Said Church or Church property or their possessions thereof for the purposes and uses as such Trustees

And it is further ordered adjudged and decreed by the Court that the Said Plaintiffs in their Said title to and possession of Said premises be and they are hereby forever quieted as against the Said claims of Said Defendants of Said estate and interest in Said real property described in the Petition herein adverse to them

It is further considered that Each party to this action pay his own costs and Execution is awarded therefor

Brodrick for Defendant

Attest J. N. Gosnell Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable John A Price. Judge of Said Court of the Term of April to-Wit 9th day of April in the year of our Lord One Thousand Eight hundred and Ninty Six

Be it remembered that heretofore to-Wit on the 28th day of August A.D. 1895 Union County Common Pleas Margaret J. Hammond filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Jonathan Hammond to-wit

No 6953

Petition

Margaret J. Hammond
vs
Jonathan Hammond

In the Court of Common Pleas of Union County Ohio

Petition

Plaintiff Says that She has been a resident of the State of Ohio for a year last past and has a bona fide Residence in the County of Union in the State of Ohio. On the 14th day of November 1894 at Milford Center Union County Ohio. She was married to the Defendant. There was No issue of Such Marriage

The Defendant has been guilty of gross neglect of duty toward the Plaintiff in failing to provide for the Necessaries of life. and on the 16th day of July 1895 Said Defendant wholly abandoned Said Plaintiff. and removed to another part of Said County where he resides alone

Plaintiff pray that She may be divorced from Said Defendant. That She be allowed reasonable alimony. That She be restored to her former name of of Margaret J Chittum and for all proper relief in the Premises

John M. Brodrick Attorney for Plaintiff

Clerk.

Issue Summons and Copy of Petition for Defendant to the Sheriff of Union County Ohio returnable according to law Indorse: Action for Divorce and Alimony

John M. Brodrick Attorney for Plaintiff

No 6953

Summons

The State of Ohio
Union County ss

Summons in Divorce

To the Sheriff of Union County

You are commanded to Notify Josiathan Hammond that Margaret J Hammond has filed in the Office of the Clerk 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 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 9th day of Sept A.D. 1895

(Seal)

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. 1895

J. N. Gaswell Clerk

No 6953
Return of
Summons

Sheriffs Fees	
Service	
Copy	
Mileage	
Return	
Total	

Sheriffs Return

Received 10. O Clock A.M. on the 29th day of August A.D. 1895 and on the 3rd day of September A.D. 1895 I Served the Same by Handing a true Copy thereof with the indorsement thereon togather with a Copy of the Petition to Jonathan Hammond personaly

Wm G Snodgrass Sheriff

No 6953
Answer

Margaut J. Hammond
vs
Jonathan Hammond

The following Answer was filed Sept 7th 1895
In Union County Ohio Court of Common Pleas

Answer & Cross Petition

Now Comes the Defendant Jonathan Hammond And for Answer and Cross Petition herein Says that he admits the residence and Marriage of the Plaintiff but denies Each and Every other allegation therein Contained

2nd Cause Defendant For further defense, Said Defendant Says that Said Plaintiff during their Marriage Relations was Cross Peavish and fretfull and was very abusive So that by reason of her Abuse and Misconduct toward the Defendant he was forced to leave his house and go Elsewhare to live; Said Plaintiff being guilty of Extreme Cruelty and gross neglect of her Duty. Thereby Defendant further Says that Said Plaintiff is a Woman of Means; That She is worth in real Estate five or Six Thousand Dollars While the Defendant is Wholly without any Means of Support. and is Now Sixty two Years of Age and in bad Health and is almost Unable to labor to Earn a Support

Defendant Therefore prays that he be granted a divorce from the Plaintiff and that Each party be Released from the Obligations thereof. and that the Defendant have reasonable alimony out of the Property of the Plaintiff and for all proper relief in the premises

Jonathan Hammond
by J M Kennedy his atty

No 7061
Petition

Margaut J. Hammond
vs
Jonathan Hammond

In the Court of Common Pleas of Union County Ohio

Rifly

No 6953
Rifly

And Now Comes the Said Plaintiff and for reply to Defendants Answer and Cross Petition herein Says. That She denies Each and Every allegation in the Second Cause of defense therein Contained

John M Broderick Attorney for Plaintiff

No 6953
Entry

Margaut J. Hammond
vs
Jonathan Hammond

On April 9th 1896 the following Entry was filed

Entry

This Cause Came on this day to be heard on the Petition, the answer of the Defendant The reply of the Plaintiff and the Evidence. and on consideration thereof 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 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 and Abandonment 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 Margaret J. Hammond and Jonathan Hammond 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 hereby is restored to her former Name of Margaret J Chittum

It is further ordered by the Court that said Plaintiff pay the costs of this proceeding Taxed at $31.30 and Execution is awarded therefor

Bredrick Attorney for Plaintiff
J M Kenedy Attorney for Defendant

Attest J. N. Gorrell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of said Court Of the Term of April to-Wit on the 6th day of April in the year of our Lord One Thousand Eight hundred and Ninty Six

Be it Remembered that heretofore to-Wit on the 10th day of February A.D. 1896 Union County Common Pleas Henry Potts filed in the Clerks Office of said Court of Common Pleas the following Petition against Mary Potts to-Wit

Henry Potts Plaintiff
vs
Mary Potts Defendant

No 7061

Petition

Union County Ohio Court of Common Pleas

Petition

Plaintiff says that he is a bona fide resident of the State of Ohio for More than a year and a More a bona fide resident of said Union County

That on the 13th day of April 1870 he was Lawfully Married to the Defendant whome he prays may be Made a party hereto

He further Says that he has allways been a faithfull and provident Husband to the Defendant furnishing her with support and a living. Yet She disregarding her duties has been guilty of gross Neglect of duty in not attending to her duties being Slothfull dirty and improvident and in every way improvident in the care of his business and household. And wholly fails to discharge her duties although in good Physical health

He therefore prays that he may be divorced from the Defendant and that he have the care Custody care and Controll of their Minor Children, Ruthetta Potts, Fannie Potts Rula Potts and for all proper relief in the premises

Henry Potts
by J M Kinedy his atty

To the Clerk

Issue Summons and copy of Petition in this case directed to the Sheriff of Madison Co Ohio Indorsed Divorce and Custody of Children prayed for

J M Kenedy atty for Plaintiff

No. 7061

Summons

The State of Ohio
Union County } ss

Summons in Divorce
To the Sheriff of Madison County Ohio

You are Commanded to notify Mary Potts that Henry Potts 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 gross Neglect of duty and asking that he be divorced from her and that he 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 24th day of Feb A.D. 1896

Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 10th day of Feb. A.D. 1896

Seal

J.N. Gosnell Clerk
By Jno A Gosnell Deputy Clerk

Return

Sheriffs Fees		
Service		15
Copy		25
Mileage		35
Docket		10
Return		25
Total	1	40

Received 10. O Clock A M on the 11th day of February A.D. 1896 and on the 12th day of February A.D. 1896 I Served the Same by delivering to Mary Potts personally a true Copy thereof together with a certified Copy of the petition filed against her in this cause

Scott Chenoweth Sheriff

Henry Potts
Vs
Mary Potts

April 6th 1896 the following Entry was filed

Entry

Decree for Petitioner

No 7061

Entry

This day this Cause came on to be heard upon the petition of the Plaintiff. the Defendant being in default. and the Court having heard all the proofs and Evidence adduced by the parties respectively and being fully advised in the premises doth find that Said defendant Mary Potts is Guilty of gross Neglect of duty. And that all and Singular the facts alleged in the petition are true

Wherefore by reasons of Said agressions by the Defendant Mary Potts the Plaintiff Henry Potts is granted a Complete and absolute divorce from the Defendant and the Marriage between them is annulled. and it is further ordered and decreed by the Court that the children named in the petition remain in the Custody and Care of the defendant Mary Potts Until further ordered by the Court. and that the Plaintiff be required to contribute reasonable assistance for their Support Until able to Support themselves

Attest J N Gosnell clerk

J.M Kennedy Attorney for Plaintiff
Mary Potts by O.P. Conway

Pleas Co
of Union
before the
6th day of
Be it
Union Co
of Comm

Mary P

V S

William T.

No 7062

Petition

State of O
of Union
to the Def
She fur
diligard
for More
during a
this Case
released f

To the Cl
Issu
William T.

The State o
Union Co

No 7062

Summons

Gosnell Sh
and State
Served on
that She be
for hearin
after the

Sheriffs Fees

Service
Copy
Mileage
Docket
Return & Ind
Postage
Total

Return

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to-wit on the 6th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Six

Be it remembered that heretofore to-Wit on the 10th day of February A.D. 1896 Union County Common Pleas Mazzy Pennell filed in the Clerks Office of the Said Court of Common Pleas the following Petition against William T Pennell to-wit

Mazzy Pennell
Plaintiff
vs
William T. Pennell
Defendant

No 7062

Union County Court of Common Pleas

Petition

Petition

Your petitioner 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 Union County Ohio. That on the day of February 1862 She was Married to the Defendant Whome She prays may be Made a party hereto

She further Says that She has always been a faithfull and Obident Wife. yet he disregarding his duties has been guilty of Wilfull absence and gross neglect of duty for more than three years last past. Wholly abandoning and Neglecting the Plaintiff during all of this time - Plaintiff therefore prays that upon the final hearing of this Case She be granted a complete divorce from the defendant both parties be released from the obligations thereof and for all proper relief in the premises

Mazzy Pennell
By her Attorney J M Kendy

To the Clerk

Issue Summons and copy of Petition to the Sheriff of Ross County for William T. Pennell Indorsed Divorce prayed for Cause Gross neglect of duty and Wilfull absence

J M Kendy Attorney for Plaintiff

No 7062

Summons

The State of Ohio
Union County ss

Summons in Divorce

To the Sheriff of Ross County

You are commanded to notify Wm T. Pennell That Mazzy Pennell has filed in the Office of the clerk of the Common Pleas Court 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 and Wilfull absence and asking that She be divorced from him and for other proper relief. Said petition will Stand for hearing during the term of Said Court Next Ensuing. and Six Weeks from and after the Service of this writ

You will make due return of this Summons on the 24th day of February A.D. 1896

Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 10th day of February A.D. 1896

J. M Gosnell Clerk
By Jno A Gosnell Deputy Clerk

Sheriffs Fees		
Service		50
Copy		24
Mileage	8	20
Docket		30
Return & Ind		10
Postage		02
Total	1	72

Return

State of Ohio
Ross County ss

Received 8 o Clock A.M. on the 12th day of February A D 1896 and on the 14th day of February A.D. 1896 I Served the Same by handing to the within named William T Pennell a true Copy with all Endorsments thereon together with a certified Copy of the petition filed against him in Said Cause

Returned Feb 19th 1896

Hugh W Warner Sheriff
By G W C Perry Deputy

Mazzy Pennell
vs
William T. Pennell

April 6th 1896 The following Entry was filed
Divorce Decree for Petitioner

This day this cause came on for hearing upon the petition of the plaintiff. the defendant being in default for Answer or cross petition and the Court having heard all the proofs and Evidence adduced by the Plaintiff in the premises doth find the defendant guilty of Wilfull absence for More than three years and that all and singular the facts alleged in the petition are true - Whereupon by reason of said agression on the part of said William Pennell the said Mazzy Pennell is hereby granted an absolute divorce from her said Husband and the said Marriage between them is annulled and that She recover her costs herein Expended Taxed at $-

Attest J. N. Grosnell Clerk

Pleas Continued and held at the Court House in Marysville. Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable John A. Price Judge of Said Court of the Term of April to-Wit on the 4th day of May in the year of our Lord One Thousand Eight hundred and Ninty Six

No 7068

Summons

Be it remembered that heretofore to-Wit on the 28th day of February A.D 1896 Union County common Pleas Eliza Thompson filed in the Clerks office of the Said Court of Common Pleas the following Petition against Jackson Thompson to-Wit

Eliza Thompson
Plaintiff
vs
Jackson Thompson
Defendant

Union County
Court of Common Pleas

Petition

Plaintiff Says She has been a resident of Ohio for More than a year last past and is now a bona fide resident of Union County Ohio

No 7068

Petition

Plaintiff Says that on the 26th day of Nov A.D. 1881 She was Married to the defendant Whome She prays May be Made a party hereto

Plaintiff further says that She has been a faithfull and obediant Wife and has tried to discharge her duties. Yet the defendant has been guilty of gross neglect of duty and extreme cruelty toward the Plaintiff. a great part of the time he has totaley failed to Supply the plaintiff with food and Clothing

Plaintiff further Say that during this Married life the defendant has been cruel and abusive. Having upon an occassion Some five or six years ago Defendant publicly Whipped the Plaintiff in the Streets of Marshaniesburg Ohio with a Buggy Whip doing the plaintiff great bodily harm and Mental Suffering

Also later at another time at Marion Ohio Said defendant Choked and beat the plaintiff and then threw the plaintiff against the ground to her great injury

Also during this Married life Some four years ago Said defendant became diseased and gave the plaintiff a Loathsome and painfull Venereal disease called Syphilis. that Said disease She has never fully recovered from its effects and is troubled now with the results

Said defendant is the owner of an interest in One hundred & Sixty acres of land and personal property all worth about $1500 00 Dollars inherited from his Father

James Pe
to this pl
defendan
Plaintiff
divorce f
thereof a
property

To the Clerk
Issu
Jackson P

The State o

Union Co

has filed in
a petition
with gross
She be gra
& Stand for
the Service

Seal

Sheriff Fee
Copy
Docket
Return
Postage
Total

The State o

Union Co

has filed
and State
on Sixth
be divorc
Said pet
and Six
Witness

James Thompson late of Adams county Ohio . Said defendant is also indebted to this plaintiff in the sum of $90.00 for the price of a colt of Plaintiff sold by defendant the Money for which he appropriated to his own use

Plaintiff therefore prays that upon the final hearing hereof She be granted a complete divorce from the defendant and that Each party be released from the obligations thereof and that She be granted reasonable alimony out of the defendants property and for all proper relief in the premises

Eliz Thompson
By her Attorney J M. Kennedy

To the Clerk

Issue Summons and copy of Petition Athens Co. Ohio and afterward Hardin Co Ohio for Jackson Thompson indorse Divorce & Alimony prayed. Cause Gross Neglect & Cruelty

J M. Kenedy Attorney for Plaintiff

The State of Ohio
SS
Union County

Summons in Divorce
To the Sheriff of Athens County

No 7068

Summons

You are commanded to notify Jackson Thompson that Eliza Thompson has filed in the office of the Clerk of the Common Pleas Court 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 and Extreme Cruelty and asking that She be divorced from him and that She be granted alimony and other relief and for other proper relief: Said petition will Stand for hearing during the term of said Court next Ensuing, and Six Week from and after the Service of this writ . You will Make due return of this Summons on the 4th day of March A.D. 1896

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 February A.D. 1896

(Seal)

J. N. Gosnell Clerk

Sheriffs Fees		
Copy		25
Docket		10
Return		30
Postage		2
Total		67

Return

March 9th 1896 The following return on Summons was made
Received 6. O. Clock P.M. on the 28th day of Feb A.D. 1896
The within named defendant not found in my County

M M. Riley Sheriff
By D. H Edwards Deputy

The State of Ohio
SS
Union County

Summons in Divorce
To the Sheriff of Hardin County

No. 7068

Summons

You are Commanded to Notify Jackson Thompson that Eliza Thompson 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 and Extreme Cruelty and asking that She be divorced from him and that She be granted 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

Witness My Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 13th day of March A.D. 1896

(Seal)

J. N Gosnell Clerk

Sheriffs Fees		
Service	65	
Copy	50	
Mileage	50	
Docket	15	
Return	25	
Total $2	00	

Return

On March 16th 1896 the following returns was made and filed

Return

Received 1:30 O Clock P.M. on the 14th day of March A.D. 1896 and on the 14th day of March A.D. 1896 I Served the Same by delivering to the within Named Jackson Thompson a true and certified Copy of this Writ with all the Endorsments thereon to gether with a copy of the Plaintiffs Petition

L A Insley Sheriff Hardin County

May 4th 1896 The following Entry was filed

Eliza Thompson
Vs
Jackson Thompson

Entry

No 7068

Entry

This day this Cause came on for hearing upon the petition of the Plaintiff the defendant being in default and the Court being fully advised in the premises doth find for the Plaintiff. That the allegations of Said petition ar true as to Neglect of duty and cruelty and as to the property of the defendant. It is therefore ordered adjudged and decreed by the Court that the Plaintiff have a complete divorce from the defendant Each party being released from the obligations thereof and that She recover of the defendant three hundred Dollars as Alimony and her Costs herein Taxed at $

Attest J.N Gamble Clerk

Pleas Continued and held at the Court house in Marysville Ohio within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio befor the Honorable John A Price Judge of Said Court of the Term of April to-Wit on the 4th day of in the year of our Lord One Thousand Eight hundred and Nnty Six

Be it Remembered that heretofore to-Wit on the 28th day of February A.D. 1896 Union County Common Pleas Mabel E Hutchinson filed in the Clerks office of the Said Court of Common Pleas the following Petition against Halmes A Hutchinson to-Wit

No 7069

Petition

Mabel E Hutchinson
Plaintiff
Vs
Halmes A Hutchinson
Plaintiff

Court of Common Pleas
Union County Ohio

Petition

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 Said County of Union

On the 23d day of July 1881 She was Married to the defendant and the following Children were born of Said Marriage. Maud S. Aged 13 years. Elmer W. aged 10 years. That the Said defendant in Violation of his Marital duties on the 2nd day of September 1895 abandoned the plaintiff and their Said Children and has ever Since left them Improvided for with any necessaries of life Such as Clothing food and the usual care Necessary for the Support and Maintainance of a family though well able to provide for and Supply all their Wants — The plaintiff avers that She has ever Since Maintained herself and Said Children by her own Means and labor

Wherefore Plaintiff prays that She may be divorced from the Said defendant and granted the Custody of Said Children and allowed reasonable Alimony

No 7068
Affidavit
for
Publication

No 7069
Proof of
Publication

No 7069

herein and for all proper relief
Ayers & Ayers Attorneys for Plaintiff

State of Ohio Union County ss
Mable E Hutchinson being first duly Sworn Says the facts stated and the allegations in the foregoing petition are as She believes true
Mable E Hutchinson
Seal Sworn to before me and Signed in My presence this 28th day of February 1896
J N. Gosnell Clerk

No 7069
Affidavit for Publication

Mabel E Hutchinson
VS
Halmes A Hutchinson

On March 4th 1896 the following Affidavit for Publication was filed

Court of Common Pleas
Union County Ohio

State of Ohio
Union County ss

Affidavit

Mable E Hutchinson being first duly Sworn Says that Service of Summons can not be made in this State on the defendant Halmes A Hutchinson and that his residence is in the Town of Walker. Lynn County State of Iowa and that the Cause is one of those named in Section five Thousand and forty Eight of the Revised Statutes of Ohio
Mable E Hutchinson
Sworn to before M and Signed in my presance this 2nd day of March A.D 1896
Richard S Cameron Notary Public for Union County

No 7069
Proof of Publication

The State of Ohio
Union County ss

The Undersigned being duly Sworn. Says that a Copy of the annexed Notice was published for 6. Consecutive weeks in. The Marysville Tribune a Newspaper of general circulation in the County of Union the first publication beginning with March 4th 1896
W. O Shiarer
Sworn to and Subscribed befor me this 10th day of April 1896
J N. Gosnell clerk
Printers Fees $4.00

Mable E Hutchinson
VS Plaintiff
Halmes A Hutchinson
Defendant

Divorce Notice

Court of Common Pleas Union County Ohio. Halmes A Hutchinson raident at Walker Lynn County State of Iowa will take Notice that on the 28th day of February. 1896 the undersigned filed her petition in the Court of Common Pleas, Union County. Ohio being cause No 7069 praying a divorce from Said Halmes A Hutchinson on the grounds of gross Neglect of duty and for Alimony to be charged on defendants real and personal Estate and that Said cause will be for hearing on and after April 6th 1896

Mabel E Hutchinson

March 4th 1896-6-w

Mabel E Hutchinson
Plaintiff
Vs
Holmes A Hutchinson
Defendant

Court of Common Pleas
Union County Ohio

Entry May 4th 1896

Now comes the Plaintiff and the defendant having been legally Summoned by publication and having failed to appear the Court find him in default for answer and demurer 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 proceeding the same and was at this 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 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 Mable E Hutchinson and Holmes A Hutchinson be and the same hereby is dissolved and both parties are released from the obligations of the same

It is therefore ordered and adjudged by the Court that the Custody Care Education and Control of Said Children of the parties hereto be until further order confined to the Said Mable E Hutchinson Exclusively and the Holmes A Hutchinson is hereby Enjoined from interfearing in any manner with either of Said Children and from visiting Said Children until further Order of Court

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable Alimony the Sum of ($200.00) Two Hundred Dollars. and the Same is Hereby made a lein upon all the real estate of the Said defendant and in default of Such payment for three days Execution is allowed to issue thereon

It is further Considered by the Court that the Said Mable E Hutchinson pay the Costs of this proceeding

Attest J. M. Donald Clerk

Ayers & Ayers Attorneys for Plaintiff

No 7077
Petition

No 7077
Affidavit for Publication

No 7077
Proof of Publication

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio Sore the Honorable John A Price Judge of Said Court of the Term of April to wit on the 1st day of May in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it Remembered that heretofore to wit on the 14th day of March A.D. 1896 Union County Common Pleas Emma Reed filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Wallace Reed to-wit

Emma Reed
Plaintiff
VS
Wallace Reed
Defendant

The State of Ohio Union County
Court of Common Pleas

Petition

The plaintiff Says that She has been a bona fide resident of Union County and the State of Ohio for More than a year last past

No 7077 That on the 29th day of January A.D. 1891 She was Married to the defendant Whome She prays may be Made a party hereto

Petition Plaintiff further Says that She has allways been a faithfull and provident Wife to the defendant discharging all of the duties of a wife. Yet the defendant disregarding his duties has been guilty of gross Neglect of duty towards this plaintiff. Wholly failing to provide her with a home or any of the Necessaries of life and abandoned her and their infant child and She has been Compelled to earn a living for Said Child and herself Said defendant Wholly Neglecting during all this time to provide anything for plaintiff or Said Child. During their Maried life and as the fruit thereof they had born to them Dolce Reed Now about four years old

Plaintiff therefore prays that She may be divorced from the defendant and that Each party be released from the Obligations thereof and that She be decreed the Custody care and Control of their Infant Child Dolce Reed and for all proper relief in the premises

Emma Reed
By J M Kinney her Attorney

The State of Ohio
No 7077 SS
Union County

Affidavit for Publication Emma Reed being first duly Sworn Says the place of residence of the defendant Wallace Reed is to her Unknown and Service of Summons cannot be had upon him in the State of Ohio and that She is Unable to learn of his Whereabouts by reasonable dilligence and this is one of the Causes authorized by Statute as provided Therein

Emma Reed

Seal Sworn to and Subscribed by the Said Emma Reed this 14th day of March A.D. 1896

J M Gosnell Clerk
By Jno A Gosnell Deputy

No 7077

Proof of Publication

The State of Ohio
SS
Union County

Proof of Publication

The undersigned Being duly Sworn. Says that a copy of the annexed Notice was published for Six Consecutive weeks in the Union County Journal a newspaper of General circulation in the County of Union Said publication beginning With March 14th 1896

A J Ware

Sworn to and Subscribed before Me this 27th day of April 1896. J M. Gosnell Clerk & Co

No 7077

Legal Notice

Legal Notice

Wallace Reed whose place of residence is Unknown. late of Union County Ohio will take Notice that on the 14th day of March A.D. 1896 in the Court of Common Pleas of Union County. Ohio. Where the action is now pending being Cause No 7077. The Undersigned. Emma Reed. filed her petition against said Wallace Reed praying for divorce from him and for custody of their Minor Child. The said Wallace Reed is required to answer the petition in said action not later than Six weeks after the date of the first publication of this Notice or such divorce may granted

Emma Reed

Marysville O March 14th 1896 by J M Kinney attorney for Petitioner

---

No 7077

Entry

Emma Reed
vs
Wallace Reed

Entry

This day this Cause came on to be heard upon the petition of the plaintiff The defendant being in default and the Court having heard the proofs and evidence adduced by the plaintiff and being fully advised in the premises doth find that the said defendant Wallace Reed is guilty of gross neglect of duty and that all and singular the facts alledged in the petition are true

Wherefore by reason of said aggression on the part of said Wallace Reed the said Emma Reed is hereby granted an Absolute divorce from her said husband and the said Marriage therein annulled and she is hereby granted the Custody and care of their Infant Child Dealo Reed and that she recover her Costs herein taxed at $7.82

Attest J. N. Connell Clerk

No 7106

Petition

Plea Co
County of
State of O
to wit on
and Mid
Be it
County Com
Pleas the fo

The State

Union Co

Killie E

Against
A. M. Sharp

Note a Copy
Marked E
plaintiff f
Thare is
Dollars wh
per annu

The State o

Logan Cou

of Plaintiff
for the
facts Stat

No 7106

Exhibit A

Secured by Mortgage on Real Estate

$200.00

Pay Ka
annum
and whe
the whole
at the La
empower
due. to
elsewhar
legal hol
of such
privilege
at and af
Witness my

Pleas Continued and held at the Court house in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of said Court of the Term of April to wit on the 30th day of April in the year of our Lord one Thousand Eight hundred and Ninty Six

Be it remembered that heretofore to wit on the 30th day of April A.D. 1896 Union County Common Pleas Kittie E Williams filed in the Clerks office of the said Court of Common Pleas the following Petition against A.M. Sharp to-wit

Petition And Answer in Cognovit

The State of Ohio
Union County S In the Court of Common Pleas

No 7106

Petition

Kittie E Williams Plaintiff
against
A.M. Sharp Defendant

Petition

The Plaintiff Says this action is founded upon a promissory Note a Copy of which with all the credits and indorsements thereon is hereto attached Marked Exhibit A. Which note was purchased for value before maturity thereof by plaintiff from Hamilton Bros. and She is now the bona fide owner and holder thereof

That is due to Plaintiff... from the Defendant... on said Note the sum of Two Hundred Dollars which She claimes with interest from the 22 day of April A.D. 1896 at 8 per cent per annum and for which with costs of Suit She ask Judgment against the Defendant

Hamilton Bros Attorneys for Plaintiff

The State of Ohio
Logan County S

John M Hamilton being Sworn Says that he is one of the Attorneys of Plaintiff duty authorized herein. that this obligation is founded upon an instrument for the unconditional payment of Money that the Same is in his possession and that the facts Stated and allegations in said Petition are as affiant believes. True

John M Hamilton

Sworn to before me and Signed in my presence this 29th day of April A.D. 1896

L E Pelot Probate Judge

Exhibit A

No 7106

Exhibit A

Several Mortgages on real Estate

200^{00}. One day after date for value received. We Jointly and Severly promis to pay Hamilton Bros or Order Two Hundred Dollars with interest at 8 per cent per annum payable annually from date until Maturity and 8 per cent. thereafter until paid and interest at Same rate on interest over due and on default of payment of interest when due the whole amount of the note to immediately become due at option of holder hereof. Payable at the Law Office of Hamilton Bros Bellefountain Ohio. and we hereby authorize and empower or 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 costs. in favor of the legal holder. indorsee or assignee hereof. and release all errors which may occur in the rendition of Such Judgment And we also release the right of Appeal. the Stay of Execution and the power and privilege to hold Exemption from Execution any personal or real property belonging to us or either of us at and after the date of Such Judgment. and we Said Attorney to hereby authorized to Enter Said release of Said Judgment Witness our Hands and Seals this 22 day of April A.D. 1896

A.M. Sharp

No 7106

Answer

Killie E Williams Plaintiff
Against
A W Sharp Defendant

Court of Common Pleas
Union County Ohio

Answer

The defendant A. W. Sharp by W. T. Hoops Attorney and an Attorney at Law of record in this Court duly authorized therefor by the Warrant of Attorney Endorsed in the note Sued on in this Suit and which Note with the accompanying Warrant of Attorney is produced and shown to the Court. and filed herewith No Comes and Waive the issueing and Service of process in this action and hereby enter his appearance herein and Said Defendant by W. T Hoops Said Attorney duly authorized as aforesaid Says that he cannot gainsay or resist the facts Stated and allegations in the petition of Plaintiff herein filed against him but acknowledge and confess the Same to be true and Says that he is indebted to the Plaintiff on the Said note in manner and form as the Plaintiff has in her Petition set forth and that the amount due upon Said indebtedness at this day is the Sum of Two Hundred Dollars bearing interest at 8 per Cent per annum. and therefore. for that Sum with interest from 22 day of April 1896 at 8 per Cent per annum and accruing costs and confessed Judgment in favor of the Plaintiff. and Waive- and release- all Errors in this Proceeding and Said Judgment. and all proceedings. petitions and writs of error therein

W. T. Hoops Attorney for Defendant

No 7107

Petition

No. 7106

Entry

Killie E Williams Plaintiff
vs
A W. Sharp Defendant

Entry
Judgment by Confession for $200 00

This day came the Plaintiff by Hamilton Bros her Attorney and filed her Petition against Said Defendant and thereupon W. T. Hoops an Attorney at Law of this Court by virtue of a warrant of Attorney for that purpose. duly executed by said defendant- Now produced in open Court proven. Shown to the Court and filed with the Clerk thereof. Appeared in open Court in behalf of Said Defendant. Waived the issuing and Service of process. Entered the appearance of Said Defendant. herein and acknowledging that Said Defendant- did owe and was indebted unto the Plaintiff as She has in her petition alleged by virtue of Said Warrant of Attorney confessed that there was due from Said Defendant to Said Plaintiff. on Said indebtedness the Sum of two Hundred Dollars bearing interest at 8 per Cent per Annum from April 22nd 1896 and that Said Plaintiff ought to recover of Said Defendant a Judgment for that Sum. It is therefore considered by the Court here that the Said Killie E Williams Plaintiff do recover of the Said A W. Sharp Defendant the Sum of Two Hundred Dollars so confessed as aforesaid with interest from 22 day of April 1896 at 8 per Cent per Annum and also costs in her behalf expended taxed to $— and by virtue of Said Warrant of Attorney all errors in this action. Judgment and proceeding. and all proceedings. Petitions and writs of error thereon. are by Said Defendant Waived and released

Exhibit A

Attest J N Gosnell Clerk

Pleas Contr
Union in th
before the Hon
day of April
Be it r
County Comm
Pleas the fo

Killie E Wil
vs
A W. Shar

The State of O

Union Coun

a copy of which
Exhibit A. Wh
Maturity there

$ 200 00
J. B. Patt
from date u
over due an
become due

And we
time after
in the State
of the legal
of such fina
to hold upon
the date of Su

Witness
Whereas is due
Which She cl
for which we

The State of Oh

Logan Coun

authorized here
that the same i
affiant belie

Sworn

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to-Wit on the 30th day of April in the year of our Lord. One Thousand Eight hundred and Ninety Six

Be it remembered that heretofore to-wit on the 30th day of April A.D. 1896 Union County Common Pleas Kittie E Williams filed in the Clerks office of the Said Court of Common Pleas the following Petition against A.W. Sharp to-Wit

Kittie E. Williams Plaintiff
vs
A.W. Sharp Defendant

Petition and answer in Cognovit

The State of Ohio
Union County } ss

In the Court of Common Pleas

Petition

No 7187

Petition

The Plaintiff Says this action is founded upon a promissary Note a copy of which with all the credits and indorsements thereon is hereto attached Marked Exhibit A. Which Note was purchased by her from Hamilton Bros for value before Maturity thereof by the Plaintiff and She Now is the bona fide owner and holder thereof

Exhibit A

Exhibit A

Secured by Mortgage on Real Estate

$200.00 One day after date for value received we jointly and severally promise to pay J.B. Patton or bearer Two hundred Dollars with 8 per cent per annum payable annually from date until Maturity. and 8 per cent. thereafter until paid. and interest at Same rate on interest over due and on default of payment of interest when due. the whole amount of the note to immediately become due at option of holder hereof. Payable at the Law Office of Hamilton Bros Bellefontaine. Ohio

And we hereby authorize and empower — or 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 costs. in favor of the legal holder. indorsee or assignee hereof. and release all errors which may accrue in the rendition 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 here authorized to Enter Said release in Said Judgment

Witness our hand. and Seals this 22nd day of April A.D. 1896. A.W. Sharp (Seal)

There is due to Plaintiff from the Defendant on Said Note the Sum of Two Hundred Dollars Which She Claim with interest from the 22 day of April A.D. 1896 at 8 per Cent per annum. and for which with costs of Suit She asks Judgment against the Defendant

Hamilton Bros Attorney for Plaintiff

The State of Ohio
Logan County } ss

John M Hamilton being Sworn Says he is one of the Attorneys of Plaintiff duly authorized herein that this action is founded on an instrument for the unconditional payment of Money that the Same is in his possession and that the facts Stated and allegations in Said Petition are. as affiant believes. true

J.M. Hamilton

Sworn to before me and Signed in my presence this 24 day of April A.D. 1896

L.E. Petit Probate Judge

No 7107

Answer

Kittie E Williams Plaintiff
Against
A W Sharp Defendant

Court of Common Pleas Union County Ohio

Answer

The Defendant A.W. Sharp by W.T. Hoopes Attorney and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney Embraced in the Note Endorsed in this Suit, and which Note, with the accompanying Warrant of Attorney is produced and Shown to the Court, and filed herewith now comes and waives the issuing and Service of process in this action, and hereby Enters his appearance herein; and Said Defendant by W.T. Hoopes Said Attorney duly authorized as aforesaid Say that he cannot gainsay or resist the facts Stated and Allegations in the Petition of Plaintiff herein filed Against him but acknowledges and Confesses the Same to be true and Says that he is indebted to the Plaintiff on the Said Note in Manner and form as the Plaintiff has in her Petition Set forth and that the amount due upon Said indebtedness at this day is the Sum of Two Hundred Dollars bearing interest at 8 per Cent per annum from April 22nd 1896 and therefore for that Sum with interest from April 22nd 1896 at 8 per Cent. per annum and accruing Costs Confesses Judgment in favor of the Plaintiff and Waives and releases all errors in this proceeding and Said Judgment and all proceedings Petition and writs of error Therein

W.T. Hoopes Attorney for Defendant

No 7107

Entry

Kittie E. Williams Plaintiff
Against
A.W. Sharp Defendant

Judgment by Confession for $200.00

Entry

This day came the Plaintiff by Hamilton Bros her Attorney and filed her Petition against Said defendant and thereupon W.T. Hoopes an Attorney at Law of this Court by Virtue of a Warrant of Attorney for that purpose duly executed by Said defendant Now produced in open Court proven Shown to the Court and filed with the Clerk thereof. appeared in open Court in behalf of the Said Defendant Waived the issuing and Service of Process. entered the appearance of Said Defendant herein and acknowledging that Said Defendant did owe and was indebted unto the Plaintiff as She has in her Petition alleged by Virtue of Said Warrant of Attorney, Confessed that there was due from Said Defendant to Said Plaintiff on Said indebtedness the Sum of Two Hundred Dollars bearing interest at 8 per Cent. per annum from April 22 1896 And that Said Plaintiff ought to recover of Said Defendant a Judgment for that Sum. It is therefore Considered by the Court here that the Said Kittie E. Williams Plaintiff do recover of the Said A.W. Sharp Defendant the Sum of Two Hundred Dollars So Confessed as aforesaid with interest from April 22 1896 at 8 per Cent. per annum and also Costs in her behalf expended taxed to $— and by Virtue of Said Warrant of Attorney all errors in this action Judgment and proceeding and all proceedings. petition and writs of error thereon, are by Said Defendant Waived and released

attest J.N Gosnell Clerk

Pleas Contin
Union in C
before the Hono
of April in

Be it

County Com
of Common

The State of

No 7064

Union Cou

Petition

The Farmers
vs
J. Smith Al

to Plaintiff th
of which war
Exhibit A
$235 00/100

To

to pay to the
Dollars for No

Exhibit A

And for
appear for us
State of Ohio or
us or either of
Eight per Cen
Suits and re

Witness

Said note
the plainti
with inter

Wherefore
Hundred a
October A.D

The State of O
Union Coun

that this acti
Money only
the Statement

Sworn to by
7th day of A

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to-wit on the 7th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Six

Be it remembered That heretofore to-Wit on the 7th day of April A.D. 1896 Union County Common Pleas The Farmers Bank filed in the Clerks Office of the Said Court of Common Pleas the following Petition against J. Smith Alexander et al to-wit

The State of Ohio
Union County } ss

No. 7084

Court of Common Pleas
Union County Ohio

Petition

The Farmers Bank
vs Plaintiff
J. Smith Alexander et al
Defendant

Petition

The defendants on the 27th day of June A.D. 1895 Executed and delivered to Plaintiff their promissary note of that date with the Warrant of Attorney annexed. true copies of which Warrant and Note with all the indorsments thereon are hereto attached Marked Exhibit A and Made a part of this Petition

$235 20/100

Marysville Ohio June 27th 1895

Four Months after date as principal debtors we jointly and Severally promise to pay to The Farmers Bank or order at its Office in Marysville. Two Hundred and thirty five Dollars for Value Received

Exhibit A

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, an 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 Suits and release all Errors and waive all right of Appeal in this behalf

Witness our hands and Seals this 27th day of June 1895

J Smith Alexander (Seal)
John H Wood (Seal)
Thaddeus Wood (Seal)

Said note is unpaid Except as Shown by Said indorsments and there is now due the plaintiff on Said Note the Sum of Two Hundred and Thirty five dollars and no Cents with interest at the rate of Eight per cent. per annum from the 30th day of October A.D. 1895

Wherefore plaintiff prays Judgment against Said defendants for the Sum of Two Hundred and Thirty Five Dollars and no Cents with interest thereon from the 30th day of October A.D 1895 at the rate of Eight per cent per annum till paid and Costs of Suit

John M Brodrick Attorney for Plaintiff

The State of Ohio
Union County } ss

John M. Brodrick being Sworn Says that he is the Attorney of Said plaintiff 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

John M Brodrick

Sworn to by Said John M Brodrick before me and by him Signed in my presence this 7th day of April A.D. 1896

J N Gamell Clerk
By Jno A Gamell Dept

The State of Ohio
ss
Union County

Court of Common Pleas
Union County Ohio

No 7087

The Farmers Bank
NS Plff
J Smith Alexander et al
Defts

Answer

Answer

By Virtue of the Warrant of Attorney annexed to and 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 defendants in this Suit. And waive the issuing and Service of process therein and Confess a Judgment in favor of Said plaintiff Against Said defendants on Said Note for the Sum of Two Hundred and Forty Three dollars and Twenty cents being the Amount Appearing due for principal and interest on Said note and also for Costs of Suit Payed and to be Payed; and I do hereby release and waive all Exceptions Errors and right of Appeal in the premises

J W. Robinson Attorney for Defendant

No 7088

Entry

The Farmers Bank Plaintiff
NS
J. Smith Alexander, John H Wood and Thaddeus W. Wood Defendants

Judgment Entry
$243.20

This day came the plaintiff by its attorney in open Court. for and on behalf of Said defendant J W. Robinson 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 defendants Entered the appearance of Said defendants and waived the issuing and Service of process in this action, and confessed a Judgment on Said Note against Said defendants and in favor of Said plaintiff. for Two Hundred and Forty Three dollars and Twenty Cents. being the amount of the principal and interest due on Said Note. and for the costs Payed and to be Payed, and released and Waived all Exceptions Errors and right of appeal in the premises

It is therefore Considered that Said plaintiff recover of Said defendant the Sum of Two Hundred and Forty Three dollars and Twenty Cents being the amount of Said Note With interest Computed at Eight per cent per annum from the 7th day of April A.D. 1876 and also its Cost herein Expended Payed at $5.00

Attest J.N. Gosnell Clerk

Pleas Court
in the tenth
John A Price
year of our
Be it
Common Plea
following

The State of
Union Co

No 7083.

The Farme
V
Malin Bu
and Ann

Petition

Executed a
of Attorney
thereon are
$200.00

Exhibit A

Pay to The
For Value
any attorney a
record in the
against us or
per cent inter
all errors an
Witness

Said note
plaintiff on
rate of eigh
Whereof Je
Hundred a
A.D. 1875 at

The State of
Union Cou

That this act
sirly that Sa
contained

Sworn to
7th day of A

Pleas Continued and held at the Court House in Marysville Ohio within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to-wit on the 7th day of April in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to wit on the 7th day of April A.D. 1896 Union County Common Pleas The Farmers Bank filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Malen Burris et al to wit

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

No 7083.

The Farmers Bank Plaintiff
vs
Malin Burris, Thaddeus Wood and Amos Burris Defendants

Petition

Petition

The defendants on the 29th day of June A.D. 1895 Executed and delivered to plaintiff their promisory Note of that date with the Warrant of Attorney annexed. True Copies of which Warrant and Note with all the indorsements thereon are hereto attached Marked Exhibit A. and made a part of this Petition

$200 00

Marysville Ohio June 29th 1895

Exhibit A

Ninty days after date as principal debtors we jointly and severally promise to pay to The Farmers Bank or order at its Office in Marysville 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 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 Suits and release all errors and waive all right of appeal in this behalf

Witness Our hands and Seals this 29th day of June 1895

Malen Burris (Seal)
Thaddeus Wood (Seal)
Amos Burris (Seal)

Said Note is unpaid except as shown by said indorsements and there is now due the plaintiff on said note the Sum of Two Hundred dollars and no cents with interest at the rate of eight per cent. per annum, from the 30th day of September A.D. 1895

Wherefore plaintiff prays Judgment against said defendants for the Sum of Two Hundred dollars and no cents with interest thereon from the 30th day of September A.D. 1895 at the rate of eight per cent per annum till paid and for costs of Suit

John M Brodrick Attorney for Plaintiff

The State of Ohio
Union County ss

John M Brodrick being Sworn Says that he is the attorney of said plaintiff 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

J M Brodrick

Sworn to by Said John M. Brodrick before me and by him Signed in my presence this 7th day of April A.D. 1896

J N Gaskill Clerk
By Jno A Gaskill Deputy

The State of Ohio
ss
Union County

Court of Common Pleas
Union County Ohio

The Farmers Bank Plaintiff
vs
Malin Burris Thaddius Wood
and Amos Burris Defendants

Answer

By virtue of the Warrant of attorney annexed to and 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 plaintiff, against said defendant, on said Note for the Sum of Two hundred and Eight Dollars and thirty one cents being the amount appearing due for principal 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

J W. Robinson Attorney for Defendant

The Farmers Bank Plaintiff
vs
Malen Burris Thaddius Wood
and Amos Burris Defendants

Judgment Entry
$208 31

This day came the plaintiff by its attorney, also appeard in open Court for and on behalf of said defendant J W Robinson 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 defendants Entered the Appearance of said defendants and Waived the issuing and Service of process in this action. and confessed a Judgment on said Note against said defendants and in favor of said plaintiff. for Two Hundred and Eight dollars and thirty one 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 plaintiff recover of said defendants the Sum of Two Hundred and Eight dollars and Thirty one Cents being the amount of said Note with interest computed at Eight per cent per annum from the 7th day of April A.D. 1896 and also its cost herein, Taxed at $4 43

Attest J N Gosnell Clerk

Pleas Continued
the Tenth Day
John A Price
the year of Our
Be it re
Common Ple
the followi

The St

Union

The Farmers

Alf Scott
J W Robinso
and Lydia E

No 7092

Petition

Exhibit
A

Laws of the
and deliver
attorney a
thereon are
$2402 03

Care h
to The Farme

And we hereb
us or either of
elsewhere, a
of us, in fav
interest paya
Errors and R
Writers over

Said Note
plaintiff on
cents with
1896. Wh
Thousand Tw
April A.D. 1896

The State of Oh
Union Coun

for the Inn
his posses
Petition are

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable John A Price Judge of Said Court of the Term of April to-Wit on the 13th day of April in the year of Our Lord One Thousand Eight Hundred and Ninety Six

Be it remembered that heretofore to-wit on the 13th day of April A.D 1896 Union County Common Pleas. The Farmers Bank filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Alf. Scott et als - to wit

The State of Ohio
Union County } ss

Court of Common Pleas
Union County Ohio

The Farmers Bank Plaintiff
vs
Alf Scott. S.N. McClond J.W. Robinson John H Wood and Lydie E Scott Defendants

No 7092

Petition

Petition

The Plaintiff is a Corporation duly organized under the Laws of the State of Ohio: The defendants on the 12th day of October A.D. 1895 executed and delivered to Plaintiff their promissory Note of that date with the Warrant of attorney annexed. true copies of which warrant and note With all the indorsements thereon are hereto attached Marked Exhibit A and Made a part of this petition

$2402.03

Marysville Ohio October 12th 1895

One hundred & Eighty days after date as principal debtors we jointly and severally promise to pay to The Farmers Bank or order at its office in Marysville Twenty four hundred two 03/100 Dollars

Exhibit A

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 annualy 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 12th day of October 1895

Alf Scott (Seal)
S.N. McClond (Seal)
J.W. Robinson (Seal)
John H Wood (Seal)
Lydie E Scott (Seal)

Said note is unpaid except as shown by said indorsments and there is now due the plaintiff on said note the Sum of Two Thousand Four Hundred and two dollars and three cents with interest at the rate of Eight per cent. per annum from the 12th day of April A.D. 1896. Wherefore plaintiff prays judgment against said defendants for the Sum of Two Thousand Four Hundred and Two dollars and three cents with interest thereon from the 12th day of April A.D 1896 at the rate of Eight per cent per annum till paid and for costs of suit

John M Brodrick Attorney for Plaintiff

The State of Ohio
Union County } ss

John M Brodrick being Sworn says that he is the attorney of Said Plaintiff. That this action is brough 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

John M Brodrick

Sworn to by said John M Broderick before Me and by him Signed in my presence this 18th day of April A.D. 1896

J.M. Gamell Clerk of Courts

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

The Farmers Bank Plaintiff
Vs
Alf Scott et al Defendants

Answer

7092
Petition

By virtue of the Warrant of Attorney annexed to and 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 thereon, and Confess a Judgment in favor of said Plaintiff against said defendants on said Note for the Sum of Two Thousand Four Hundred and Two dollars and Fifty Six Cents being the amount appearing due for Principal 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

J.M. Kinedy Attorney for Defendant

The Farmers Bank
Vs
Alf Scott et al

Judgment Entry
$2402.56

No 7092
Entry

This day Came the plaintiff by its attorney; also appeared in open Court for and on behalf of said defendant. J.M. Kenedy 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 defendants. Entered the appearance of said defendants and waived the issuing and Service of process in this action and Confessed a Judgment on said Note against said defendants and in favor of said plaintiff for Two Thousand Four Hundred and Two dollars and Fifty Six 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 plaintiff recover of said defendant the Sum of Two Thousand Four Hundred and two dollars and Fifty Six Cents being the amount of said Note with interest computed at Eight per Cent per annum from the 13th day of April A.D. 1896 and also its costs herein Expended, taked at $5.00

Attest J.M. Gamell Clerk

Pleas contin
Tenth Judicia
Prict Judge
One Thousan
Be it rem
Common Ple
following Pe

The State of

Union Co

H.D. Kim
Vs
John G Bir
John Bish

No 7085
Petition

delivered to th
annexed. Te
attached Ma
Said Note
on Said Not
Eight per Cen
Whereof pl
and Seventy
rate of 6 per

The State of

Mion Cou

this action
payment of
that he reco
Substance a

Sworn
presence

Copy of No
$5177.00

No 7085
Exhibit
A

debtors we J
and Seventy
dispense wi
for no at a
or Elsewhere
no or Either
with Eight p
Suits and re
Witness
Indorsment
Thre

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the term of April to-wit on the 7th day of April in the year of our Lord One Thousand Eight hundred and Ninty Six

Be it remembered that heretofore to-wit on the 7th day of April A.D. 1896 Union County Common Pleas H.D. Kimball filed in the Clerks Office of the Said Court of Common Pleas the following Petition against John G. Bishop et al to-wit

The State of Ohio
$ss
Union County

Court of Common Pleas
Union County Ohio

H.D. Kimball Plaintiff
vs
John G Bishop Phillip Bishop
John Bishop Defendants

No 7085

Petition

Petition

The defendants on the 22nd day of January A.D. 1895 Executed and delivered to the plaintiff H.D. Kimball their promissory note of that date with the warrant of attorney annexed. Tenc copies of which Warrant and note with all the indorsements thereon, are hereto attached Marked Exhibit A and made a part of this petition

Said Note is unpaid except as Shown by Said indorsements and there is now due the plaintiff on Said note the Sum of Fifty one Hundred & Seventy Seven dollars with interest at the rate of Eight per Cent. per annum from the 22 day of January A.D. 1896

Whereof plaintiff prey judgment against Said defendants for the Sum of Fifty one Hundred and Seventy Seven Dollars with interest thereon from the 22d day of January A.D. 1896 at the rate of 6 per cent. per annum till paid and for Costs of Suit

Robinson & Woodburn Attorneys for Plaintiff

The State of Ohio
$ss
Union County

H.D. Kimball being Sworn Says that he is the Plaintiff. 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 & Attest J.N Garnell H.D X Kimball

Sworn to by Said H.D. Kimball before me and by him Signed in my presence this 7th day of April A.D. 1896

J.N Garnell Clerk of Courts

Copy of Note and Endorsements

No 7085
Exhibit
A

$177.00 Milford Center Ohio Jan 22nd 1895 One year after date as principal debtors we Jointly and Severally promise to pay to the order of H.D. Kimball. Fifty one Hundred and Seventy Seven Dollars for Value received with Six per Cent interest from date and we hereby dispense with 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 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 Suits and release all Errors and waive all right to appeal in this behalf

Witness our hands and Seals this 22 day of Janry 1895

J.G Bishop (Seal)
Philip Bishop (Seal)
John Bishop (Seal)

Indorsment Viz Jan 22 1896 Received in Cash to date
Three Hundred and ten 62/100 Dollars

The State of Ohio
$S
Union County

Court of Common Pleas
Union County Ohio

H. D. Kimball Plaintiff
vs
John G Bishop Philip Bishop
and John Bishop Defendants

Answer

By Virtue of the Warrant of Attorney annexed to and 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 defendants in this Suit and waive the issuing and Service of process therein and confess a Judgment in favor of said plaintiff against said defendant on said note for the Sum of Fifty One Hundred and Seventy Seven dollars being the amount appearing due for principal and interest on said note and also for the costs of Suit Payed and to be Payed; and I do hereby release and waive all Exceptions, Errors, and right of Appeal in the premises

J L Cameron Attorney for Defendants

H. D Kimball Plaintiff
Vs
John G. Bishop Philip Bishop
and John Bishop Defendants

Judgment Entry
$5260

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendants J. L. Cameron 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. Shoron to have been duly executed by said defendants, 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 defendants and in favor of said plaintiff for Fifty Two Hundred and Sixty dollars being the amount of the principal and interest due on said Note and for the costs Payed and to be Payed, and released and Waived all Exceptions Errors, and right of Appeal in the premises

It is therefore considered that said Plaintiff recover of said defendant the Sum of Fifty two Hundred and Sixty being the amount of said note with interest Computed at 8 per cent per annum from the 22 day of January A.D 1896 to this date April 7th 1896 and also its costs herein Expended Payed at $5.22

Attest J. M. Gorrell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said Court of the Term of April to wit on the 18th day of April in the year of our Lord One Thousand Eight hundred and ninty Six

Be it remembered that heretofore to wit on the 18th day of April A.D. 1896 Union County Common Pleas The Union Banking Company files in the Clerks office of the Said Court of Common Pleas the following Petition against G. H. Oller to wit

The State of Ohio
$S
Union County

The Union Banking Company Plaintiff
Against
G H Oller Defendant

Petition and answer in Cognovit

In the Court of Common Pleas
Union County Ohio

Petition

The Plaintiff says that it is a corporation duly incorporated under the laws of Ohio and doing a general Banking business at Marysville Ohio

This action is founded upon a promissory note, of which the following is a copy with all the credits and indorsments thereon. $210 15/100 Marysville O June 25th 1894

Thirty days after date for Value received we or either of us promise to pay to the Union Banking Company or Order at the Banking House of Said Company at Marysville Ohio Two hundred and ten 15/100 dollars with interest at 8 per cent 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 The Union Banking Company against us or either 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 rendred

Witness our hands and Seals G. H. Oller

Said Original Note is hereto attached and Made a part hereof

There is due to Plaintiff from the Defendant on Said note the Sum of Two Hundred Thirty Nine & 07/100 Dollars which it claims with interest from the 18th day of April A.D. 1896 at 8 per cent per annum, and for which with Costs of Suit it asks Judgment against the Defendant

J H Kinkade Attorney for Plaintiff

The State of Ohio
$S
Union County

J H Kinkade being Sworn Says that Plaintiff is a corporation that he is its Attorney and has in his possession the note Sued upon and this action is for Money only and that the facts Stated and Allegations in Said Petition are as affiant believes True

J H Kinkade

Sworn to before me. and Signed in my presence this 18th day of April A.D. 1896

J. N. Gasnell Clerk
By Jno A Gasnell Deputy

Seal

The Union Banking Company Plaintiff
against
G H Oller Defendant

Court of Common Pleas
Union County Ohio

Answer

The Defendant G H Oller by Jno M Brodrick Attorney and an Attorney at Law of record in this Court. duly authorized therefor by the Warrant of Attorney embraced in the note Sued on in this Suit and which note, with the accompaying Warrant of Attorney, is produced and Shown to the Court and filed herewith, now comes and waives the Issuing and Service of Proces in this action, and hereby Enters his Appearance herein: and Said Defendant by Jno M. Brodrick Said Attorney duly Authorized as aforesaid Says that he cannot gainsay or resist the facts Stated and allegations in the petition of Plaintiff herein filed against him but acknowledgis and confesses the Same to be true, and Says that he is indebted to the Plaintiff on the Said note in manner and form as the Plaintiff has in its Petition Set forth, and that the amount due upon Said indebtedness at this day is the Sum of Two Hundred Thirty Nine and 07/100 Dollars bearing interest at 8 per cent. per annum and therefor for that Sum with intirest from April 13th 1896 at 8 per cent. per Annum and accruing costs he confesses Judgment in favor of the Plaintiff and Waives and releases all errors in this proceeding and Said Judgment and all proceedings, petitions and writs of error therein

John M Brodrick Attorney for Defendant

No 7094

Petition

The Union Banking Company Plaintiff
against
G H Oller Defendant

Entry

Judgment by confession for $239.07

This day came the Plaintiff by J. H Kinkade its Attorney and filed its Petition against Said Defendant and thereupon Jno M Brodrick an Attorney at Law of this Court by Virtue of a Warrant of Attorney for that purpose, duly executed by Said Defendant now produced in open Court, proven Shown to the Court, and filed with the Clerk thereof, appeared in Open Court in behalf of the Said Defendant, waived the issuing and Service of proces, entered the appearance of Said Defendant herein and acknowledging that Said Defendant did owe and was indebted unto the Plaintiff as it has in its petition alleged by virtue of Said Warrant of Attorney confessed that there was due from Said Defendant to Said Plaintiff on Said indebtedness the Sum of Two hundred thirty Nine and 07/100 Dollars bearing interest at 8 per cent per annum and that Said Plaintiff ought to recover of Said Defendant a judgment for that Sum.

It is therefore Considered by the Court here that the Said The Union Banking Company Plaintiff do recover of the Said G.H. Oller Defendant the Sum of Two Hundred Thirty Nine and 07/100 Dollars So Confessed, as aforesaid with intirest from April 13th 1896 at 8 per cent per Annum and also Costs in its behalf expended Taxed to $ 5.00 and by Virtue of Said Warrant of Attorney all errors of this action Judgment and all proceedings, Petitions and Writs of error thereon are by Said Defendant Waived and released

Attest J. N. Gessell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial Dsrict of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to wit on the 13th day of April in the year of Our Lord One Thousand Eight Hundred and Ninty Six

Be it Remembred that heretofore to wit on the 18th day of April A.D. 1896 Union County Common Pleas The Union Banking Company filed in the Clerk Office of the Said Court of Common Pleas the following Petition against G H Oller etal

The State of Ohio
Union County ss

Petition And Amver in Cognovit

The Union Banking Co Plaintiff
Against
Oller & Calhoun & G H Oller Defendants

In the Court of Common Pleas

No 7094

Petition

Petition

The Plaintiff Says that it is a Corporation duly incorporated Under the laws of Ohio and having a General Banking business at Marysville Ohio. This its action is founded upon a promissory Note of which the following is a copy. with all the Credits and indorsements thereon

$270 44/100 Marysville O Aug 6th 1894

Sixty days after date for Value we or either of us Promis to pay to the Union Banking Company or Order at the Banking house of Said Company at Marysville Ohio Two hundred and Seventy 44/100 Dollars with interest at 8 per Cent 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 The Union 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

Oller & Calhoun
D C Calhoun
G H Oller

Said Original Note is hereto attached Marked A and Made a part hereof

That is due to plaintiff from the Defendants on Said Note the Sum of Three Hundred and three and 26/100 Dollars which it Claims with interest from the 18th day of April A.D 1896 at 8 per Cent. per Annum, and for which with Costs of Suit it asks Judgment against the Defendants

J H Kinkade Attorney for Plaintiff

The State of Ohio
Union County ss

J H Kinkade being Sworn Says that Plaintiff is a Corporation that he is its attorney and has in his possession the Note Sued on and this action is for Money only and that the facts Stated and Allegations in Said Petition are as Affiant believes. True

J H Kinkade

Sworn to before me and Signed in my presence this 18th day of April A.D 1896

J. N. Gasnell Clerk
By Jas A Gasnell Deputy

The Union Banking company Plaintiff

Against

Oller & Calhoun L & C Calhoun and G H Oller Defendants

No 7094

Answer

Court of Common Pleas

Union County Ohio

Answer

The Defendants Oller & Calhoun L & C Calhoun and G H Oller by Jno M. Brodrick. Attorney. and an Attorney at Law of record in this Court. duly authorized therefor by the Warrant of Attorney Embraced in the Note Sued on in this suit, and which note. with the accompanying Warrant of Attorney is produced and Shown to the Court And filed Herewith now Come and Waive the issuing and Service of process in this action and hereby enter their Appearance herein: and Said Defendants by Jno M Brodrick Said Attorney duly authorized as aforesaid Says that they cannot gainsay or resist the facts Stated and allegations in the Petition of Plaintiff herein filed against them but acknowledge and Confess the Same to be true, and Say that they are indebted to the Plaintiff on the said Note in Manner and form as the Plaintiff has in its Petition Set forth and that the amount due Upon Said indebtedness at this day is the Sum of. Three Hundred Three & 26/100 Dollars bearing interest at 8 per Cent per annum. and therefore for that Sum, With interest from April 13th 1896 at 8 per Cent. per annum and accruing Costs They Confess Judgment in favor of the Plaintiff and Waive and release all Errors in this Proceeding. and Said Judgment and all proceedings, Petitions, and Writs of Error therein

John M. Brodrick Attorney for Defendant

The Union Banking Company Plaintiff

Against

No 7094

Entry

Oller & Calhoun L. C. Calhoun and G H Oller Defendants

Entry

Judgment by Confession for $303 26/100

This day came the Plaintiff by J. H. Kinkade Attorney and filed its Petition against Said Defendants and thereupon Jno M Brodrick an Attorney at Law of this Court by Virtue of a Warrant of Attorney for that purpose duly executed by Said Defendants now produced in open Court proven Shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the Said Defendants Waived the issuing and Service of process. entered the appearance of Said Defendants. herein and acknowledging that Said Defendants did owe and we are indebted unto the Plaintiff as it has in its petition alleged by Virtue of Said Warrant of Attorney, Confessed that there was due from Said Defendant to Said Plaintiff on Said indebtedness the Sum of Three Hundred Three & 26/100 Dollars bearing interest at 8 per Cent per annum and that Said Plaintiff ought to recover of Said Defendants a Judgment for that Sum

It is therefore considered by the Court here that the Said The Union Banking Company Plaintiff do recover of the Said Oller & Calhoun L & C Calhoun and G H Oller Defendants the Sum of Three Hundred Three & 26/100 Dollars So Confessed as aforesaid with interest from April 13th 1896 at 8 per Cent per annum and Costs in its behalf expended taxed to $5.00 and by Virtue of Said Warrant of Attorney all Errors in this action. Judgment and Proceeding and all proceedings; petitions and writs of error thereon, are by Said Defendants waived and released

Attest J M Gowell Clerk

Pleas Contin
in the Tenth
Honorable J
April in the
Be it Re
Common Plea
Pleas the fo

The State of
Union Co

No 7095

Petition

The Bank of
vs
J H Wood & Hyla

and delive
Ohio thier P
Copies of Wh
Marked Exh

$ 1200

Exhibit A

Man
to the order o
And we here
at law to appe
in the State o
Judgment a
amount of
become due
Appeal in th
Witness o
Said Note is
plaintiff on
8 per Cent, pe
Judgment a
thereon from
of Suit
The State o
Union Co

of Said plain
the Income
his possess
petition an
Swo
pursuance th

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial Distict of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to wit on the 13th day of April in the year of Our Lord One Thousand Eight Hundred and Ninty Six

Be it Remembered that heretofore to-Wit on the 13th day of April A.D. 1896 Union County Common Pleas. The Bank of Marysville filed in the Clerks Office of the Said Court of Common Pleas the following Petition against J.H. Wood & Hylas Wood to wit

The State of Ohio } ss
Union County }

Court of Common Pleas
Union County Ohio

No 7095 The Bank of Marysville Plaintiff
vs
Petition J.H. Wood & Hylas Wood Defendants

Petition

The defendants on the 1st day of December A.D. 1895 Executed and delivered to the Bank of Marysville a Corporation doing business under the laws of Ohio their Promissory Note of that date. With the Warrant of Attorney annexed, true Copies of which Warrant and Note. With all the Indorsments thereon, are hereto attached Marked Exhibit A and made a part of this Petition

Copy of Note Endorsments Marked Exhibit A

Exhibit A $1200 Marysville Ohio Dec 1st 1895

Sixty days after date as principal debtors we Jointly and Severally Promise to pay to the order of the Bank of Marysville Twelve Hundred Dollars for Value received.

And we hereby dispense with demand of payment of this Note and authorize any Attorney at law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio or Elsewhere and waive the 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

J H Wood
Witness our hands and Seal this 1st day of Dec 1895 Hylas Wood

Said Note is unpaid except as Shown by Said indorsements, and there is now due the plaintiff on Said Note the Sum of Twelve Hundred Dollars with interest at the rate of 8 per cent. per Annum, from the 1st day of March A.D. 1896. Wherefore Plaintiff prays Judgment against Said defendants for the Sum of Twelve Hundred Dollars with interest thereon from the 1st day of March A.D. 1896 at the rate of 8 per cent per annum till paid and for costs of Suit

Robinson & Woodburn Attorneys for Plaintiff

The State of Ohio } ss
Union County }

R.L. Woodburn being Sworn Says that he is one of the Attorneys of Said plaintiff. 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

R.L. Woodburn

Sworn to by Said R.L. Woodburn before me and by him Signed in my presence this 13th day of April A.D. 1896

J.N. Gasnell Clerk
By Jno A Gasnell Deputy

The State of Ohio
Union County } ss

Court of Common Pleas
Union County Ohio

The Bank of Marysville Plaintiff
vs
J.H. Wood & Hylas Wood Defendants

No 7095

Answer

Answer

By virtue of the Warrant of Attorney annexed to petition I am 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 plaintiff against said defendant, on said Note for the Sum of Twelve Hundred dollars being the amount appearing due for principal 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

D W Ryers Attorney for Defendant

No 7096

Petition

The Bank of Marysville Plaintiff
vs
J.H. Wood & Hylas Wood Defendants

Judgment Entry $1212 00

This day came the plaintiff by its Attorney also appeared in open Court for and on behalf of said defendant D W Ryers 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 Twelve Hundred and twelve Dollars 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 in the premises

No 7095

Entry

It is therefore considered that said plaintiff recover of said defendants the Sum Twelve hundred and twelve dollars being the amount of said note with interest computed at 8 per cent. per annum from the 1st day of March A.D. 1896 to April 18th 1896 and also costs herein expended Taxed at $5 00

Exhibit A

Attest J.N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to-wit on the 13th day of April in the year of our Lord one Thousand Eight hundred and Ninty Six

Be it remembered that heretofore to-wit on the 13th day of April A.D. 1896 Union County Common Pleas The Peoples Bank filed in the Clerks office of the Said Court of Common Pleas the following Petition against Alf Scott & John H Wood to-wit

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

The Peoples Bank Plaintiff
vs
Alf Scott and J H Wood Defts

Petition

No 7096

Petition

The defendants on the 14th day of June A.D. 1895 Executed and delivered to the Plaintiff The Peoples Bank a firm doing business under the name and Style of the Peoples Bank their promissory Note of that date with the Warrant of Attorney annexed. true Copies of which Warrant and Note with all the indorsements thereon are hereto attached Marked Exhibit A. and Made a part of this petition

Copy of Note & Endorsments Exhibit A

Exhibit A

$316 10/100 Marysville Ohio June 14th 1896

Four Months after date as principal debtors we jointly and Severely promis to pay to the Peoples Bank or order at Marysville Ohio three hundred and Sixty two & 10/100 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 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 14th day of June 1895

Alf Scott
John H Wood

There are no indorsments on Said Note

Said Note is unpaid Except as shown by Said indorsments and there is now due the plaintiff on Said Note the Sum of Three Hundred and Sixty two Dollars and Ten Cents with interest at the rate of Eight per Cent per Annum from the 14th day of October A.D. 1896. Wherefore plaintiff pray Judgment against Said defendants for the Sum of Three hundred and Sixty two and 10/100 dollars with interest thereon from the 14th day of October A.D. 1895 at the rate of 8 per cent per annum till paid and for Costs of Suit

Robinson & Woodburn Attorneys for Plaintiff

The State of Ohio
Union County ss

R L Woodburn being Sworn Says that he is one of the Attorneys of Said plaintiff. 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

R L. Woodburn

Sworn to by Said R L Woodburn before me and by him Signed in my presence this 13th day of April A.D. 1896

(Seal)

J N Gosnell Clerk of Court

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

No 7096

Answer

The Peoples Bank Plaintiff
vs
Alf. Scott & al John H Wood
Defendants

Answer

By virtue of the Warrant of Attorney annexed to and Mentioned in the foregoing petition. I am Attorney at law in the Several Courts of record of this State. do hereby enter an appearance for said Defendants in this Suit, and Waive the issuing and Service of process therein and confess a judgment in favor of said plaintiff against said defendant on said Note for the Sum of Three hundred Sixty two dollars and ten cents being the amount appearing due for principal with 8 per cent interest on said note from Oct 14" 1895 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

John M Brodrick Attorney per Defendant

The Peoples Bank Plaintiff
vs
Alf. Scott et John H. Wood
Defendants

Judgment Entry $376 58

No 7096

Entry

This day came the plaintiff by its attorney, also appeared in Open Court, for and on behalf of said defendants. John M. Brodrick 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 defendants and in favor of said plaintiff. for Three hundred and Seventy Six and 58/100 dollars 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 plaintiff recover of said defendant the Sum of Three hundred Seventy Six dollars and fifty Eight Cents being the amount of said Note with interest computed at 8 per Cent per annum from the 14th day of June A.D. 1895 to this date April 13th 1896 and also costs herein expended Taxed at $5 00

Attest J.M. Gasmd Clerk

No 7110

Petition

Exhibit A

Pleas Conte
in the Tenth
the Honorable
in the year of
Be it rem
common Ple
Pleas the fo

The State of

Union Coun

The Peoples
vs
A. J. Tum

and deliver
of Attorney
Union due
$150 #
Nine
to the Peoples
And we he
to appear for
Record in the
confess Judg
Amount of S
due. Together

Said Note
the plaintiff
with interes
Whereas
Hundred and
A.D. 1895 at the

The State of

Union Coun

Said plaintiff
unconditiona
possession,
petition are

by his Sign

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said Court of the Term of April to wit on the 2nd day of May in the year of our Lord One Thousand Eight Hundred and Ninety Six

Be it remembered that heretofore to wit on the 2nd day of May A.D. 1896 Union County Common Pleas (The Peoples Bank) filed in the Clerks Office of the Said Court of Common Pleas the following Petition against A.S. Turner. to wit

The State of Ohio } ss
Union County }

Court of Common Pleas
Union County Ohio

The Peoples Bank, Plaintiff
vs
A.S. Turner Defendant

No 7110

Petition

Petition

The defendant on the 28th day of September A.D. 1895 Executed and delivered to Plaintiff his promissory Note of that date with the Warrant of Attorney annexed, true Copies of Which Warrant and Note, with all the indorsements thereon are hereto attached Marked Exhibit A and made a part of this petition

$150 ##

Marysville Ohio Sept 28th 1895

Ninety days after date as principal debtors we jointly and severally promise to pay to the Peoples Bank or order at Marysville Ohio One Hundred fifty Dollars for Value received

Exhibit A

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 rights of Appeal in this behalf

Witness our Hands and Seals this 28th day of Sept 1895

A.S. Turner (Seal)

Said Note is Unpaid except as Shown by Said indorsements and there is now due the plaintiff on Said Note the Sum of One Hundred and Fifty dollars and no Cents with interest at the rate of eight per Cent. per annum from the 27th day of December A.D. 1895

Wherefore plaintiff prays Judgment against Said defendant for the Sum of One Hundred and Fifty dollars and no cents with interest thereon from the 27th day of December A.D. 1895 at the rate of Eight per Cent per annum till paid, and for Costs of Suit

John M. Brodrick Attorney for Plaintiff

The State of Ohio } ss
Union County }

John M Brodrick being Sworn Says that he is the Attorney of Said plaintiff, 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

John M Brodrick

Sworn to by Said John M. Brodrick before me and by him Signed in my presence this 2nd day of May A.D. 1896

J.N. Connell Clerk

(Seal)

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

The Peoples Bank Plaintiff
vs
A.S. Turner Defendant

Answer

No 7110
Answer

By virtue of the Warrant of Attorney annexed to and Mentioned in the foregoing petition I am 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 plaintiff. Against Said defendant, on Said Note for the Sum of One Hundred and Fifty Four dollars and Seventeen Cents, being the Amount appearing due for principal 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

J. W. Robinson Attorney for Defendant

The Peoples Bank Plaintiff
vs
A.S. Turner Defendant

Judgment Entry $154.17

No 7110
Entry

This day came the plaintiff by its Attorney. Also appeared in Open Court for and on behalf of Said defendant J.W. Robinson 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 Fifty Four Dollars and Seventeen 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 Exception, Errors, and right of Appeal in the premises

It is therefore considered that Said plaintiff recover of Said defendant the Sum of One Hundred and Fifty Four Dollars and Seventeen Cents being the Amount of Said Note with interest computed at Eight per Cent. per Annum from the 2nd day of May A.D. 1896; and also its Cost herein Expended Taxed at $4.44

Attest J. N Gannell Clerk

Pleas Contin
Union in the
Honorable J
of June in t
Be it rem
County Comm
Pleas the fol

No 7124
Petition

The State of
Union Cou

A J Whitn
vs
Jefferson W.
John L Thom
Morris W.

Exhibit A

that The defe
Whitney the P
Said Warrant
and Made a p
$150.00 Richm
Severly
Dollars with
And we do here
term after Said
Service of proces
that may then be
release all error

April 20 Remand $
Said Note is o
On Said note
Cent. per ann
Wherefor pla
and fifty dolla
per annum
The State of O
Union Cou

the Unconditi
and that he
Substance an
Swo
pursuance th

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of said Court of the term of April to wit on the 8th day of June in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to wit on the 8th day of June A.D. 1896 Union county Common Pleas A. J. Whitney filed in the Clerks office of the said Court of Common Pleas the following Petition against Jefferson W. Severe. John L Thompson & Morris W Hill. to wit

The State of Ohio
Union County } ss

Court of Common Pleas

No 7124

A J Whitney Plaintiff
vs
Jefferson W. Severe
John L Thompson and
Morris W. Hill. Defendants

Petition

Petition

The said A.J. Whitney Complains of the said Defendants and Says that the defendants on the 21st day of November A.D. 1894 Executed and delivered to A J Whitney the Plaintiff a Certain promissory Note of that date with the Warrant of Attorney annexed said Warrant and Note with all the indorsements thereon, are hereto attached, Marked, Exhibit A and Made a part of this petition

$150.00 Richwood Ohio Nov 21st 1894 One year after date for value received we jointly and severly promise to pay A.J. Whitney or order at Peoples Bank One Hundred and fifty Dollars with interest at the rate of 8 per cent per annum payable annually

Exhibit A

And we do hereby authorize any Attorney at Law to appear for us in an action on the above Note at any time after said Note becomes due in any Court of Record in or of the State of Ohio to waive the issuing and Service of process against us and confess a Judgment in favor of the legal holder of the above against — for the amount that may then be due thereon with interest at the rate therein Mentioned and 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

J W. Severe (Seal)
John L. Thompson (Seal)
M W Hill (Seal)

April 20 Received $10.00 on the Within. April 20 Received $7.00 on the within

Said Note is unpaid except as Shown by said indorsments and there is now due the Plaintiff on said note the Sum of One Hundred and fifty Dollars with interest at the rate of 8 per cent. per annum from the 20th day of April A.D. 1896

Wherefor plaintiff prays Judgment against said defendants for the Sum of One Hundred and fifty dollars with interest thereon from the 20th day of April A.D. 1896 at the rate of 8 per cent per annum till paid and for costs of Suit. James E Robinson Attorney for Plaintiff

The State of Ohio
Union County } ss

James E Robinson being Sworn Says that he is the Attorney of said Plaintiff. That this action is brough 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

James E Robinson

Sworn to by said James E Robinson before me and by him Signed in my presence this 8th day of June A.D. 1896

J N. Gosnell Clerk
By Jno A Gosnell Deputy

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

A. J. Whitney Plaintiff
vs
Jefferson W. Sevee, John L. Thompson & Morris W. Hill Defts

No 7124

Answer

By virtue of the warrant of Attorney annexed to and
Answer 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 defendants in this
suit, and waive the issuing and Service of process therein, and confess a Judgment
in favor of said plaintiff against said defendants on said note for the Sum of One
hundred and fifty one dollars and Sixty cents being the amount appearing due
for principal 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 to appeal
in the premises

J. F. Millar Attorney for Defendant

No 7125

Petition

A. J. Whitney Plaintiff
vs
Jefferson W. Sevee John L. Thompson & Morris W. Hill Defts

No 7124

Judgment Entry $ 151.60

Entry

This day came the plaintiff by his Attorney; also Appeared
in open Court, for and on behalf of said defendants J. F. Millar 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
defendants and in favor of said plaintiff, for One Hundred and fifty One dollars
and Sixty 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 plaintiff recover of said defendant
the Sum of One Hundred and fifty one dollars and Sixty cents being the Amount
of said Note with interest computed at 8 per cent per annum from the 20th day of
April A.D. 1896 and also his costs herein expended Taxed at $ 4.50

Attest J. N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of said Court of the Term of April to-Wit on the 8th day of June in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to wit on the 8th day of June A.D. 1896 Union County Common Pleas. The Union Banking Company filed in the Clerks Office of the said Court of Common Pleas the following Petition against J. D. Welch et-al to-Wit

The State of Ohio
Union County ss

Petition and Answer in Cognovit
Court of Common Pleas
Union County Ohio

The Union Banking Co Plaintiff
Vs
J. D. Welch Dr W. H. Davis and
Frank M Gibson Defendants

Civil Action for Money Only

No 7125

Petition

The Union Banking Company a Corporation duly Organized Under the Laws of the State of Ohio. The above named Plaintiff says that there is due to it from D. J. Welch Dr W. H. Davis and Frank M. Gibson Defendants on a promissory Note Made by the Defendants dated the 9th day of August A.D. 1895 which note with the Warrant of Attorney thereto annexed is hereby attached Marked Exhibit A and made a part of this petition. The Sum of One Hundred and Forty Dollars and no Cents with interest thereon at Eight per Cent per annum from the 10th day of November A.D. 1895. The Plaintiff further Says that it is the legal owner and holder of said Note that the said Sum is due and unpaid

$140— Marysville O. August 9th 1895

Ninty Days after date for Value received. we or either of us promise to pay to The Union Banking Company, or order, at the Banking House of said Company at Marysville Ohio One Hundred & forty Dollars with Interest at 8 per Cent, 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 The Union 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

J. D. Welch (Seal)
Dr W. H. Davis (Seal)
Frank M Gibson (Seal)

No 7065 Due Nov 9th 95

Whereupon the Plaintiff asks Judgment against said Defendants for the Sum of One Hundred and Forty Dollars with Interest at Eight per Cent. per annum from the 10th day of November A.D. 1895 and costs of Suit

John M. Brodrick Attorney for Plaintiff

The State of Ohio
Union County ss

John M. Brodrick the duly authorized Attorney 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 this action is founded on a written instrument for the Payment of Money only which instrument is now in Affiants possession

John M. Brodrick

Sworn to before me and Signed in my presence this 8th day of June A.D. 1896

J. N. Gaskill Clerk

The Union Banking Company
Vs
D J Welch Dr W F Davis and
Frank M Gibson

No 7125

Court of Common Pleas
Union County Ohio
Answer of Defendants

Answer

And now come D J Welch Dr. W. F. Davis and Frank M. Gibson the above Named Defendants by the Undersigned thier 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 and Forty Six Dollars and Seventy one Cents the Amount appearing due for principal and interest on Said Note and also Consent that Judgment be Entered in the Same Manner against Defendants for Costs of this action, and all Errors are hereby released, and Defendants right to appeal and to the appraisal of real estate Levied on by Virtue of any Execution issued on the Judgment in this Case is hereby Waived. June 8th 1896

Jas E Robinson Atty for Defts and Atty at Law

The Union Banking Company
Vs
D J Welch et al

No 7125

Entry

This day Came the Plaintiff by John M. Brodrick its Attorney and thereupon Came James E Robinson 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 to Said Plaintiff, as is alleged in Said Plaintiffs petition, the Sum of $146.71. It is Therefore Considered that Said Plaintiff do recover from Said Defendants the Said Sum of $146.71 So as aforesaid confessed to be due, together with Costs of Suit herein to be Taxed and with interest to be Computed at the rate of Eight per Cent per annum And by Virtue of Said Warrant of Attorney, all errors are released, and all right of Appeal, and all right to file a petition in Error are waived

Attest J. M. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville Ohio and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said Court of the Term of April to-Wit on the 8th day of April in the year of Our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to-Wit on the 8th day of April A.D. 1896 Union County Common Pleas The Bank of Marysville filed in the Clerks office of the Said Court of Common Pleas the following Petition against The A.G Kirby Company to wit

The State of Ohio
ss
Union County

Court of Common Pleas
Union County Ohio

The Bank of Marysville
Vs
The A.G Kirby Co

Petition

The defendant on the 7th day of January A.D. 1896 Executed and delivered to The Bank of Marysville its promissory Note of that date with the Warrant of Attorney annexed, true Copies of Which Warrant and Note. With all the indorsments thereon are hereto Marked Exhibit "A" and Made a part of this Petition

Copy of Note Exhibit A

2500 Marysville Ohio January 7th 1896

Ninty days after date as principal debtors we jointly and severly Promis to pay to the order of the Bank of Marysville. Twenty five hundred Dollars for Value received and we hereby dispense with demand & 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 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 togather with Costs of Suit and release all errors and waive all right of Appeal in this behalf

Witness our hands and Seals this 7th day of January 1896

The A.G Kirby Co
A G Kirby President

Said Note is Unpaid except as Shown by Said Indorsments and there is now due the Plaintiff on Said Note the Sum of Twenty five hundred dollars with interest at the rate of 8 per cent. per Annum from the 7th day of April A.D. 1896. Wherefore Plaintiff pray Judgment against Said defendant for the Sum of Twenty five hundred Dollars with interest thereon from the 7th day of April A.D. 1896 at the rate of 8 per cent. per annum till paid and costs of Suit

Robinson & Woodburn Attorney for Plaintiff

The State of Ohio
Union County

R.L. Woodburn being Sworn Says that he is one of the Attorneys of Said Plaintiff. 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

R.L. Woodburn

Sworn to by Said R.L. Woodburn before me, and by him Signed in my presence this 8th day of June A.D. 1896

J.M. Gosnell Clerk
By Jno A. Gosnell Deputy

(S)

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

The Bank of Marysville
vs
The A.G Kirby Co.

Answer

No 7127

Petition

By Virtue of the Warrant of Attorney annexed to and 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 defendants in this suit and waive the issuing and Service of process therein and confess a judgment in favor of said plaintiff against said defendant. on said Note for the Sum of Twenty five Hundred and Thirty four Dollars being the amount appearing due for principal and interest on said Note and also for Costs of Suit taxed and to be Payed; And I do hereby release and waive all Exceptions Errors and right of Appeal in the premises

J H Kinkade Attorney for Defendant

The Bank of Marysville Plaintiff
vs
The A.G Kirby Co Defendants

Judgment Entry $2534 00

Exhibit D

This day came the plaintiff by its Attorney; also appeared in open Court. for and on behalf of said defendant J. H. Kinkade a 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 Twenty five Hundred and Thirty four dollars 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 plaintiff recover of said defendant the Sum of Twenty five Hundred and thirty four dollars being the amount of said Note with interest computed at 8 per cent per annum from the 7th day of April A.D. 1896, and also its Costs herein Expended, Taxed at $ 5 00

Attest. J. N. Gasnell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial Distinct of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of the said Court of the Term of April to wit on the 4th day of June in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it Remembered that heretofore to wit on the 8th day of June AD 1896 Union County Common Pleas The Union Banking Company filed in the Clerks office of the said Court of Common Pleas the following Petition against A. G. Kirby to wit

No 7127

Petition

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

The Union Banking Company Plaintiff
vs
A G Kirby Defendant

Petition

The defendant on the 1st day of October A.D. 1894 Executed and delivered to the Union Banking Company a promissory Note of that date with the warrant of Attorney annexed. true Copies of which Warrant and Note With all the indorsements thereon are hereto attached marked Exhibit A and made a part of this petition

$400 Marysville O Oct 1st 1894

Exhibit A

Ninty days after date. for Value received. we or either of us promis to pay to the Union Banking Company or order at the Banking house of said company at Marysville Ohio Four Hundred Dollars with interest at 8 per cent 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 The Union 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

Paid $200 Nov 5th 95
Due paid to date $26 25

Witness our hands and Seals this 1st day of Oct AD 1894

No 5828 Due July

A. G. Kirby (Seal)

Said note is Unpaid Except as Shown by said indorsments and there is now due the plaintiff on Said Note the Sum of Two Hundred dollars with interest at the rate of eight per cent. per annum from the 5th day of November A.D. 1895. Wherefore plaintiff prays Judgment against Said defendant for the Sum of Two Hundred and Nine and fifty five Cents with interest thereon from the 8th day of June A.D. 1896 at the rate of 8% per cent per Annum till paid and for Costs of Suit

F. A. Thompson Attorney for Plaintiff

The State Ohio
Union County ss

F. A Thompson being Sworn. Says that he is the Attorneys of said plaintiff. 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

F. A. Thompson

Sworn to by Said F. A. Thompson before me and by him Signed in my presence this 8th day of June A.D. 1896

J N Gurnell Clerk
By Jno A Gurnell Deputy

The State of Ohio
Union County ss

Court of Common Pleas
Union County Ohio

The Union Banking Company Plaintiff
vs
A.G. Kirby Defendant

No 7127

Answer

Answer

By Virtue of the Warrant of Attorney annexed to and 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 defendants in this Suit and Waive the issuing and Service of process therein and confess a Judgment in favor of Said Plaintiff against Said defendant on Said Note for the Sum of Two Hundred and Nine dollars and fifty cents being the amount appearing due for principal and interest on Said Note and also for Costs of Suit Payed and to be Payed; and I do hereby release and waive all Exceptions. Errors and right of Appeal in the premises

H.V. Spicer Attorney for Defendant

No 6985

Petition

The Union Banking Company
Plaintiff
vs
A.G. Kirby Defendant

Judgment Entry $209.50

No 7127

Entry

This day came the plaintiff by its attorney; also appeared in open Court, for and on behalf of Said defendant. H V Spicer 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 Two Hundred and Nine dollars and fifty 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 plaintiff recover of Said defendant the Sum of Two Hundred and Nine dollars and fifty cents being the amount of Said Note with interest computed at 8 per cent. per annum from the 5th day of November A.D. 1875; and also its costs herein expended taxed at $5.00

Attest J.M. Gasnell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court. of the Term of April to wit on the 6th day of April in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to wit on the 26th day of October A.D 1895 Union County Common Pleas John T Handley filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Richard Turner et als to wit

John Handley Plaintiff
Against
Richard Turner and
Charles W Smith. Thomas Parish
and Cyrus Zimmerman
Commissioners of Union
County Ohio Defendants

No 6985

Court of Common Pleas
Union County Ohio

Petition

Petition

The plaintiff Says that Said defendants. Charles W Smith Thomas Parish and Cyrus Zimmerman are the Commissioners of Union County Ohio That on the 18th day of October 1895. That the Bridge over Bokes Creek on the Broadway and Summerville Road near the residence of Peter Staley in York Township Union County Ohio was and Said Road Still is a Common public highway. That on Said day the Said defendants were taking down and removing the Said Bridge over Said Bokes Creek near residence of Said Staley. That it was the duty of Said defendants to keep Said highway and Said Bridge in a reasonable Secure Condition while performing Said labor. But that Said defendant Richard Turner who was performing Said labor for Said other defendants. Said Commissioners of Union County Ohio. Removed or had removed all or a large part of the bolts Nuts and other appliances holding Said Bridge together and did not have the Same otherwise properly Supported and held up So as to be Safe for travel across the Same. all of which the plaintiff had no notice or knowledge Concerning. That the Said defendants had thus wrongfully left the Said Bridge unsupported in any manner. That on Said 18th day of October 1895 the Plaintiff while lawfully driving along Said highway came to Said Bridge and seeing workman upon Said Bridge inquired if the Same was Safe for travel. And Said defendant, Richard Turner who was at the time in charge and control of Said work informed him that the Same was Safe. To drive ahead. The plaintiff thereupon without warning or knowledge of the insecure condition of Said Bridge but on the contrary being assured by the Party in charge that the Same was Secure and relying upon Said assurance the Plaintiff drove upon Said Bridge which by reason of the insecure and unsupported condition. Thereupon broke down and with great force and violence precipitated the plaintiff. his Wagon and Team into the bed of Said Bokes Creek, a fall of Some 15 or 18 feet. That in Said fall the plaintiff received Serious Personal injuries to-Wit Shaving thumb of the left hand broken. His right hip Mashed and injured His right Shoulder jammed up and general bruised and injured personally about the body and limbs. So that he was under the Physicians care and to great Expense thereby for Medical attention. That his Wagon and harness were broken and damaged

Plaintiff Says that by reason of his said injuries he is damaged to the Sum of One Thousand dollars. Wherefore the Plaintiff prays Judgment against Said defendants in the Sum of One Thousand dollars and for Such other and further relief as he may be Entitled

J H Kinkade atty for Plff

State of Ohio Union County SS
Personally Appeared John T Handley The Plaintiff herein
who being duly Sworn Says the facts Stated and allegations Set forth in the
foregoing Petition are true
John T Handley
Sworn to and Subscribed before me this 26th day of October 1895
Jno E. Griffith Notary Public

No 6985
Pcmpse

To the Clerk
Issue Summons herein returnable according to law against the defendants
named and addressed to the Sheriff of Union County Ohio
J H Kinkade Attorney for Plaintiff

October 26th A.D. 1895 the following Summons was issued and directed to the
Sheriff of Union County Ohio

The State of Ohio
SS
Union County

Summons
To the Sheriff of Union County

No 6985
Summons

You are hereby commanded to Notify Richard Turner and
Charles W. Smith Thomas Parrish & Cyrus Zimmerman Commissioners of Union
County Ohio. That they have been sued by John T. Handley in the Court of
Common Pleas of Union County, and must answer by the 25th day of Nov A.D 1895 or
the petition of the said plaintiff will be taken as true, and judgment rendered accordingly
You will make due return of this Summons on the 4th day of Nov A.D. 1895
Witness my hand and the Seal of said Court this 26th day of Oct A.D. 1895
J N Gosnell clerk
(Seal)
By Jno A. Gosnell Deputy

The State of Ohio
Union County SS

Sheriffs Return

Sheriffs Fees		
Service & Return		95
Mileage		40
Copies		60
Total	1	95

Received this Writ Oct 28th A.D
1895 at 8 O Clock A.M. and Served Same by Delivering
a true Copy of this writ with the indorsements thereon to
Charles W Smith Thomas Parrish and Cyrus Zimmerman
on the 28th day of October 1895 and to Richard Turner on the
29th day of October 1895 Personally
Wm G Snodgrass Sheriff

November 22nd 1895 The following answer of Richard Turner was filed to-wit

No 6985
Answer of Richard Turner

John T Handley
Plaintiff
vs
Richard Turner et al
Defendants

Court of Common Pleas Union County Ohio

Seperate Answer of Richard Turner

The Defendant Richard Turner now comes and for his
Seperate Answer herein Says. That he admits that the Bridge Named in the
Petition was quite near the residence of the plaintiff. and Says that the Same
had for a long period of time been in Such a poor condition that it became
Necessary to rebuild the Same: and that this Defendant was Engaged in So
rebuilding the Said Bridge by Contract with the Said Commissioners
on Said 25th day of October 1895 which Condition and rebuilding was

during and before said day well known to the said plaintiff. That on said day said Bridge was being rebuilt and was placed in the condition necessary for rebuilding. That this condition was in full view of plaintiff. And a road by the side of said Bridge was provided for the traveling public on and before said day. That this defendant and others of his Employees in his charge warned the plaintiff not to go on said Bridge on said day. That numerous and various Obstacles were by this defendant placed on the highway quite near and approaching said Bridge as warning to all the traveling public that said Bridge was in process of rebuilding.

The defendant denies each and every other allegation contained in said Petition not herein admitted; And charges that the injury complained of was caused by the carelessness and Negligence of the plaintiff herein

Ayers & Ayers Attorneys for Defendant

State of Ohio Union County ss

Richard Turner the defendant being first duly Sworn Says the facts Stated and Allegations contained in the foregoing answer are true as he believes

Richard Turner

Sworn to before me and Signed in my presence this 21st day of November 1895

J. N. Osmile clerk of court

No 6985

John T Handley Plaintiff
vs
Richard Turner et al Defendants

Entry

March 9th 1896 The following Entry was filed

Now comes the plaintiff and by leave of the Court is allowed to file an amended Petition herein on or before March 19th 1896

Kinkade & Cameron & Cameron Attorneys for Plaintiff

No 6985

John T Handley Plaintiff
vs
Richard Turner and Charles W Smith, Thomas Parrish and Cyrus Zimmerman Board of Commissioners of Union Co Ohio Defendants

Amended Petition

on March 9th 1896 The following Amended Petition of John T Handley was filed to-wit

In the Court of Common Pleas of Union County Ohio

No 6985

Amended Petition

The plaintiff for his amended petition says; that the said defendants Charles W Smith, Thomas Parrish and Cyrus Zimmerman are the duly Elected and qualified board of Commissioners of said Union County Ohio

That on the 18th day of October, A.D. 1895 the bridge over Bokes Creek on the Broadway and Summerville road near the residence of Peter Staley in York Township, Union County, Ohio, was and said road and bridge Still are a common public highway and under the care and control of said Charles W Smith Thomas Parrish and Cyrus Zimmerman in their official capacity as the board of Commissioners of said Union County Ohio

That on said above named day the said defendants were taking down and removing the said bridge. It was the duty of said defendants to keep said highway and said bridge in a reasonably secure condition while performing said labor. But said Richard Turner who was performing said labor for said other defendants, the board of Commissioners of said Union County, Ohio, removed or had removed all or a large part of the bolts. Nuts. and other appliances holding said bridge together and did not have the same otherwise properly supported and held up so as to be safe for travel across the same, concerning all of which the plaintiff had no notice or knowledge

That the Said defendants had thus negligently and carlessly left Said bridge unsupported in any Manner and had Wholly failed to place any Obstruction or Warning in the approaches thereto or provide any other passage around Said bridge

That on Said above named day the Plaintiff while lawfully driving along Said highway came to Said bridge without Warning or knowledge of the insecure condition. broke down and with great force and Violence precipitated the plaintiff his Wagon and team into the bed of Said Bakes Creek. a fall of Some 15 or 18 feet. That in Said fall the Plaintiff recived Serious personal injuries, to wit having the thumb of his left hand broken, his right hip masked and his right Shoulder injured and being jamed up and bruised and injured generally about the body and limbs, So that he was Under the Physicians care and to great Expense thereby for Medical attention, That his Wagon and harness were also broken and damaged. Plaintiff Says that by reason of his Said injuries he is damaged to the Sum of Five Thousand Dollars

Wherefore the plaintiff prays judgment against the Said Richard Turner individually and against Said Charles W Smith, Thomas Parrish and Cyrus Zimmerman in their official capacity as the board of Commissioners of Said Union County, Ohio. in the Sum of Five Thousand (5000) Dollars and for Such other and further relief as the court may deem proper

J H Kinkade and Cameron & Cameron Attorneys for Plaintiff

State of Ohio, Union County ss

Personally Appeared John T Handley, the Plaintiff herein, who being duly Sworn Says the facts Stated and allegations Set forth in the foregoing petition are true as he verily believes

John T. Handley

Sworn to and Subscribed before me this 7th Day of March 1896

Seal

Thomas Mulcahey Notary Public

No 6985

John T Handley Plaintiff
vs
Richard Turner et al Defendants

Court of Common Pleas Union County Ohio
April 6th 1896

Entry

Leave was this day granted Richard Turner defendant herein to file his amended answer by April 7th 1896

Ayers & Ayers Attorneys for Defendant

April 7th 1896 The following Amended Answer was filed to wit

No 6985

John T Handley Plaintiff
vs
Richard Turner et al Charles W Smith
Thomas Parrish et al Cyrus Zimmerman
Board of Commissioners of Union
County Ohio Defendants

In the Court of Common Pleas
Union County Ohio

Answer

The defendant Richard Turner now comes and for his Seperate Answer herein to the Amended Petition of the plaintiff Says That he admits that the Bridge named in the the Petition was quite near the residence of the plaintiff and Says that the Same was on the day named in the Petition being repaired by this defendant Under a Contract with the Said Board of County Commissioners. All of which was well known

to the plaintiff before his attempted crossing on and over Said Bridge on the 25th day of October 1895. That the removal of bolts Nuts and other Material Stated in the Petition to have been removed from Said Bridge on Said day were Necessary to be removed to enable this defendant to make Said repair.

That on Said day Said Bridge was being rebuilt and was placed in the condition Necessary for rebuilding. That this condition to-Wit. the removal of Nuts bolts rods boards - and Various Timbers. was in full View of Plaintiff. and a road by the Side of Said Bridge was provided for the traveling public on and before Said day That this defendant and others in his employ. Warned the plaintiff not to go on Said Bridge on Said day and at the time complained of. That Numerous and Various Obstieles were by this defendant placed on the highway Quite near and Approaching Said Bridge as Warning to all the traveling public— That Said Bridge was being almost Entirely rebuilt— the defendant denies each and every other allegation contained in Said petition not herein admitted and charges that the injury Complained of was caused by the carelessness and Negligence of the Plaintiff herein

Ayers & Ayers Attorneys for Richard Turner

State of Ohio Union County ss

Richard Turner the defendant being first duly Sworn Says the facts Stated and allegation contained in this foregoing Answer are as he believes True

Richard Turner

Sworn to before me and Signed in my presence this 7th day of April 1896

J. M. Garnell Clerk of Court

The State of Ohio ss Union County

April 18th 1896 the following Reply to answer of Richard Turner was filed

In the Court of Common Pleas

No 6985

John T Handley VS Richard Turner et al

Reply

Reply

The Plaintiff for reply to the defendant Richard Turners answer Says He denies that the Unsafe Condition of Said Bridge was known to him before or at the time of Said injury. And denies that there was any road by the Side of Said bridge or any warning of any kind given to the plaintiff not to go on Said Bridge and denies that any obstieles were placed in the road at the approaches to said Bridge and denies each and every allegation in Said Answer that is not in the Petition Expressly admitted — Wherefore the Plaintiff prays as he has already prayed in his Petition

J. K. Kinkade and Cameron & Cameron Attorneys for Plaintiff

The State of Ohio Union County ss

John T. Handley being Sworn Says the facts Stated in the foregoing reply are true as he believes

John T Handley

Sworn to before me and Signed in my presence this 18th day of April 1896

Thomas Mulcahey Notary Public

John T Handley VS Richard Turner et al

Entry

Court of Common Pleas Union County Ohio

The defendants. The Board of County Commissioners Moves the Court for leave to pleade in above Case and file Some forthwith. W. T. Hoge atty for Commissioners

No 6985 Entry

John T Handley
Vs
Richard Turner et al

April 15th 1896 the following Entry was filed
Court of Common Pleas
Union County Ohio

This day this cause came on to be heard on motion of Charles W Smith Thomas Parrish and Cyrus Zimmerman Board of County Commissioners of Union county Ohio Defendants for leave to plead. The court being advised grants Same

---

No 6985 Demurer

John T. Handley
Vs
Richard Turner et al

April 15th 1896 The following Demurer was filed
Court of Common Pleas
Union County Ohio

The Board of County Commissioners of Union County Ohio Charles Smith Thomas Parrish and Cyrus Zimmerman one of the defendants Demurs to the petition on the ground that the petition does not State facts sufficient to constitute a cause of action

W.T. Hoopes attorney for Commissioners

No 6985 Answer of Commissioners

John T Handley
Vs
Richard Turner et al

April 17" 1896 the following Answer of the Commissioners was filed
Court of Common Pleas
Union County Ohio

Answer of the board of County Commissioners

The Said Charles W. Smith Thomas Parrish and Cyrus Zimmerman as the board of Commissioners of Union County. Defendants for answer say they admit they are the Commissioners of Union County Ohio and Say that Sometime about the Month of October 1895 the bridge over Bokes Creek was repaired by Richard Turner and denies each and every other part in Said Petition

W.T. Hoopes Attorney for Commissioners

State of Ohio Union County Ohio

Cyrus Zimmerman being Sworn Says he is one of the above named Commissioner and that the allegations of this answer are to he believed true

Cyrus Zimmerman

Sworn to and Subscribed in my presance this 17th day of April 1896

J. N. Connell Clerk of Court

No 6985 Entry

John Handley
Vs
Richard Turner et al

April 17th 1896 The following Entry was filed to-wit

Jurors

This day came the parties herein by their attorneys also came the following named persons as Jurors To wit

1st C D. Cutler	4" George Jewell	7" Laurance Sagar	10" Conrad Weidman
2" Harrison Turner	5" Al Haines	8" N.G Crist	11" Wesley James
3" Thomas Cody	6" Sol Butz	9 John Lee	12 John Moore

Who were duly impaneled and Sworn according to law and thereupon the case came on for hearing on the pleadings and the evidence And the Said jury having heard the evidence adduced in part the hour of adjournment having arrived this was continued until 8so O clock tomorow Morning

---

No 6985 Entry

John T Handley
Vs
Richard Turner et al

No 6985 Motion for New Trial

John T
Vs
Richard
Heretofo
evidenc
until 10
John T
Vs
Richard
Heretofo
heard
Continue
John T
Vs
Richard
Heretofo
having
the Hon
Morni
John T.
Vs
Richard
the fol
Thomas
Lawre
impan
argum
in Ch
Open C
We th
of the L
of the P
Board of
them a
John T
Richard
And
Mor
1st P
2nd The

No 6985

Entry

John T Handley
vs
Richard Turner et al

April 18th 1896 The following Entry was filed to wit

Entry

This day again came the parties by their attorneys also came the said jury heretofore impaneled and Sworn herein and the trial proceeded and after hearing the further Evidence adduced the hour for adjournment having arrived this case was continued until 10. O clock Monday Morning April 20th 1896

John T Handley
vs
Richard Turner et al

April 20th 1896 The following Entry was filed to-wit

Entry

This day again came the parties by their attorneys also came the said jury heretofore impaneled and Sworn herein and the Trial proceeded and the said jury having heard the further evidence adduced the hour of adjournment having arrived the case was continued until 8:30 O clock tomorrow Morning

---

John T Handley
vs
Richard Turner et al

April 21st 1896 The following Entry was filed to-wit

Entry

This day again came the parties by their attorneys also came the said jury heretofore impaneled and Sworn herein and the trial proceeded. and the said jury having heard the remainning Evidence adduced and the arguments in part of Counsel the hour of adjournment having arived this case was continued until 8:30 Tomorrow Morning

---

John T. Handley
vs
Richard Turner et al

April 28 1896 The following Entry was filed

Entry

This day again came the parties by their attorneys herein also came the following named persons as jurors to-wit O. D. Cutler. Harrison Turner Thomas Cody. George Jewell Conrad Weidman John Moore Al Haines Sal Buty Lawrence Sagar. V. Christ. John Lee. and Wesley James who were heretofore impaneled and Sworn according to law and after hearing the remainning arguments of Counsels and the charge of the Court were conducted to their room in Charge of the Sheriff for deliberation. And now comes the said jury into open Court with their Verdict in Writing and say

We the jury. being impaneled and Sworn finds the issues in this case in favor of the Defendant Richard Turner. but we find the issues in this case in favor of the plaintiff against Charles W Smith Thomas Parrish and Cyrus Zimmerman Board of Commissioners of Union County Ohio. and we assess his damages against them at $250.00

V Christ Foreman

No 6985

Motion for New Trial

John T Handley Plaintiff
vs
Richard Turner et al Defendant

Court of Common Pleas
Union County Ohio

Motion

The defendants Charles W. Smith. Thomas Parrish and Cyrus Zimmerman Board of County Commissioners of Union County Ohio Moves the Court for a new trial for the following reasons to-wit

1st The damages given by the jury are excessive

2nd The Verdict is against the Weight of the Evidence and the law

3 the Court Erred in rejecting Evidence offered by the defendant
4" The Court Erred in Charging the Jury
5" The Court Erred in refusing to Charge the Jury as requested by the defendant
6" Misconduct of one of the Jurors and of the Jury
7" The Defendants has Since the trial discovered New and Material evidence in this case of which he was Entirely ignorant until after the case was given to the Jury
8" That Thomas Cody one of the Jurors in this case Expressed his opinion to certain parties in this case. That the defendants Ought to be defeated and he the said Cody in other ways. Expressed his opinion in this case before he went in to the trial of the Same

W. T. Hopper Attorney for defendants

No 6985

Entry

John T Handley Plaintiff
vs
Richard Zimmer et al Defendants

May 4th 1896 The following Entry was filed

Entry

The Jury in this action having at a former day of this Court upon all inquiry of damages for the Plaintiff assessed the Same against the defendants Charles W Smith Thomas Parrish and Cyrus Zimmerman in their official capacity as the Board of Commissioners of Union County Ohio at $250.00

This cause now coming on for hearing on the Motion of the said defendants as the Board of Commissioners of Union County Ohio for a new trial the Court on Consideration Overrules the Same

It is therefore considered by the Court that the plaintiff John T Handley recover from the defendants Charles W Smith Thomas Parrish and Cyrus Zimmerman in their official capacity as the Board of Commissioners of Union County Ohio the Sum of $250.00 & found due. Together with his Costs herein Expended. To all of the finding and ruling of the said Court the Board of County Commissioners at the time excepted

W. T. Hopper

Cameron & Cameron & F. H. Kinkade
Attorneys for plaintiff

Attest. J. N. Gamble Clerk.

No 7055

Petition

Thos
County
State o
April
and
Be i
Common
followin

Walter

Elder
Richard
and Jam
Husband
a Minor

for Pa
day of
said
Cemen
follows
Bellefo
Three
to a Sta
Thence
a Stake
Said Pe
Excep
her Ho
That
Richards
as Exper
Martin
And
To Bur
To Ella
To Al
To Lola
Your
Your
County
debts
Your
Ella
be ma
Said m
and Th
Manif

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of April to wit on the 6th day of April in the year of our Lord one Thousand Eight Hundred and Ninety Six

Be it remembered that heretofore to wit on the 30th day of January A.D. 1896 Union Common Pleas Walter Richardson filed in the Clerks of the Said Court of Common Pleas the following Petition against Oliver Richardson et al to-wit

No 7055

Petition

Walter Richardson Plaintiff
vs
Oliver Richardson Burt H Richardson Ella Anderson and James Anderson her Husband Albert Richardson a Minor Lola Richardson a Minor

Court of Common Pleas of Union County Ohio

Petition for Partition

Walter Richardson the Said Plaintiff by way of Petition for Partition respectfully represents to the Court and Says that on or about the 26th day of October A.D. 1875 one Martin Richardson of Union County and State of Ohio died intestate Seized of an estate in fee Simple in the following Lands and Tenements Situated in Said County of Union State of Ohio and described as follows. Part of Survey No 3748. Beginning in the center of the Marysville and Bellefountain free Pike at a Stake in the South east corner of John W Barnes land Thence S 36° E 11 20/100 poles to a Stake corner of James Groves land. Thence S 54° W 83 40/100 poles to a Stake and two Hickories and a Beech corner to land formerly owned by James A Lorence Thence N 36° W 42 87/100 poles to a Stake in line last Mentioned. Thence N 54° E 80 poles to a Stake in the center of the above Mentioned free Turnpike. Thence with the line of Said Pike S 73° E 38 80/100 poles to place of beginning containing Twenty acres

Excepting therefrom Eight (8) acres Conveyed by Hannah Smith Widow Edward Smith her Husband to Griffin Thomas this deed dated January 1st 1887

That Said premises described to the following persons. The Children of Said Martin Richardson deceased. and is now owned by them in the following proportions as Coparceners or tenements in common to-wit. Your petitioner a Son of the Said Martin Richardson deceased One Undivided One Sixth part of Said premises in fee

And to Oliver Richardson one Undivided one Sixth part in fee
To Burt H Richardson one Undivided one Sixth part in fee
To Ella Richardson Now Anderson one Undivided one Sixth part in fee
To Albert Richardson one Undivided one Sixth part thereof in fee
To Lola Richardson one Undivided one Sixth part thereof in fee

Your petitioner further represents that Said Albert Richardson is a minor Over Fourteen years of age and that Lola Richardson is a Minor over 14 years of age

Your Petitioner further Says that the debts of the deceased does not Exceed Twenty five or Thirty Dollars and that he has and will become responsible for Said debts of Said deceadent there being no personal Estate whatever

Your Petitioner therefore prays that Said Oliver Richardson Burt H Richardson Ella Anderson and James Anderson her Husband. Albert Richardson & Lola Richardson be made parties Defendant herein and your petitioner desiring to hold his Said interest in Severalty prays that partition of Said premises may be made and that if Said premises cannot be divided and partitioned without Manifest injury then the Same be Sold and that this plaintiff have so

Much of the proceeds of the Sale thereof as will reimburse him for the payment of the debts of the deceased and for all proper relief in the premises

J M. Kennedy Atty for Plaintiff

The State of Ohio Union County ss

Walter Richardson being first duly Sworn Says the facts and allegations of the foregoing Petition are as he believes true

Walter Richardson

Sworn to and Subscribed by the Said Walter Richardson before me this the 29th day of January A.D. 1896

E.W. Porter Notary Public Union County Ohio

Clerk Issue Summons to Sheriff of Union County Ohio for Albert Richardson a Minor over 14 years of age returnable according to law Indorsed Partition of Real Estate Prayed for

J. M. Kennedy Attorney for Plaintiff

No 7055

Summons

The State of Ohio ss Union County

February 15th 1896 the following Summons was issued

Summons

To the Sheriff of Union County

You are hereby commanded to notify Albert Richardson a Minor over 14 years of age that he has been Sued by Walter Richardson in the Court of Common Pleas of Union County, and must Answer by the 14th day of March A.D. 1896 or the petition of the Said plaintiff will be taken as true, and judgment rendered accordingly You will Make due return of this Summons on the 24th day of February A.D. 1896

Witness my hand and the Seal of Said Court this 15th day of February A.D. 1896

Seal

J.N. Gosnell Clerk

The State of Ohio ss Union County

Sheriffs Fees		
Service & Return		50
Mileage		16
Copy		15
Total		81

Sheriffs Return

Received this writ Feb 15th A.D. 1896 at 5 Oclock P.M. and Served Same by handing a true copy of this Writ with the indorsements thereon to Albert Richardson personaly on the 22nd day of February 1896

Wm G Snodgrass Sheriff

No 7055 Walter Richardson Plaintiff
vs
Waiver Oliver Richardson et al Defts

Feb 25th 1896 The following waiver was filed } Union County Ohio Court of Common Pleas In Partition

We the Undersigned defendants in the above Entitled case do hereby waive the Service of Summons and Enter our appearance herein in the above case Feb 4th 1896.

Mrs Ella M Anderson Mr James K Anderson
Olive Richardson Ida Richardson

No 7055 Walter Richardson
vs
Waiver Oliver Richardson et al

Feb 25th 1896 The following Waiver was filed Union County Ohio Court of Common Pleas

We the Undersigned parties defendants to the above action Hereby waive the Service and issuing of Summons in this case and enter our appearance herein Feb 4 1896

Olie Richardson
B H Richardson

No 7055 Appointment of Guardian ad litem

No 7055 answer of R L Cannon Guardian Ad Litem

No 7055 Order of Partition

No 7055 Appointment of Guardian ad Litem

Walter Richardson
Vs
Oliver Richardson et al

April 6th 1896 Appointment of Guardian Ad Litem filed
Union County Common Pleas

Apointment of Guardian Ad Litem Infant Defendant

It is ordered by the court that R L Cameron be and he is hereby appointed by the Court Guardian Ad Litem for the said Albert Richardson the Infant Defendant named in the petition and the said R L Cameron appeared in open court and acepted said Appointment

No 7055 answer of R L Cameron Guardian Ad Litem

Walter Richardson
Vs
Oliver Richardson et al

April 6th 1896 Answer of Guardian Ad Litem filed
Court of Common Pleas
Union County Ohio

And Now comes R L Cameron and as Guardian Ad Litem for the Use of the minor defendant Albert Richardson says he denies all Material Obligations of said petition prejudicial to said Minor defendant but Consents to the portion therein as prayed for

Said Guardian ad Litem R L Cameron being duly sworn say, the facts and allegation of the foregoing answer are true as he verily believes

R L Cameron

Sworn to and Subscribed by the Said R L Cameron this 6th day of April 1896

J N Connell Clerk
By Jno S Connell Deputy

No 7055 Order of Partition

Walter Richardson Plaintiff
Vs
Oliver Richardson et al Defts

April 6th 1896 The following order of Partition was filed

Order of Partition

This cause came on to be heard upon the petition. The answer of the Guardian ad Litem for the Use the Minor defendant and the pleadings and record in the case and was argued by counsel. on consideration whereof and it appearing to the Satisfaction of the Court that all and every of said defendants have been duly notified of the bringing pendancy and demand of said action against them as required by Law and that said plaintiff hath a legal right and Estate in said premises described in the petition and as therein set forth, and No Sufficient reason appearing why Partition should not be made as prayed for in said petition. It is ordered by the court on Motion of J M Kennedy for said plaintiff that by the oaths of Charles Kennedy Jacob Elliott & George Hall. Judicious disinterested free holders of the vicinity upon actual View of the premises. one full and Equal part thereof shall be set off to each of the following persons there being no Widow

To the plaintiff Said Walter Richardson one Equal Sixth part Thereof
To Oliver Richardson one full Equal one Sixth part Thereof
To Burt H Richardson one full Equal one Sixth part Thereof
To Ella Anderson one full Equal one Sixth part Thereof
To Albert Richardson one full Equal one Sixth part thereof
To Lalo Richardson one full Equal one Sixth part thereof

If the Same can be done without Manifest injury to the Value thereof if not that Said premises be appraised at the true Value in money

and it is further ordered that a Writ and Order of Partition issue to the Sheriff of Union County Commanding him to cause Said partition to be made accordingly

April 6th 1896 The following writ of Partition issued and returned and filed April 9th 1896

No 7055

Writ of Partition

The State of Ohio
Union County } ss

Writ of Partition

To the Sheriff of Said County

Greeting

Pursuant to an order of our Said Court of Common Pleas within and for the Said County at the April Term A.D. 1896 in a civil action therein pending (for Partition) wherein Walter Richardson the Plaintiff and Oliver Richardson et al. the defendants you are hereby commanded that by the Oaths of J Charles Kennedy. Jacob Elliott and George Hall three judicious and disinterested freeholders of the Vicinity who are not of kin to either of Said parties, and who were appointed by the Court as Commissioners for Such purpose you cause partition to be Made of the following described real Estate Situate in the County of Union and in the State of Ohio

And described as follows. Part of Survey No 3748. Beginning in the center of the Marysville and Kellepointain Pike at a Stake in the South West corner of John W Barnes land. Thence S 86° 11 20/100 poles to a Stake corner of James Acors land. Thence S 54° W 48 40/100 poles to a Stake and two hickories and a Beech. corner to land formerly owned by James S Lawrence. Thence N 84° W 42 84/100 poles to a Stake in line last Mentioned Thence N 54° E 60 poles to a Stake in the Center of the above Mentioned free Turnpike Thence with the line of Said Pike S 73° E 58 80/100 poles to place of beginning Containing Twenty Acres

Excepting therefrom Eight (8) acres conveyed by Hannah Smith and Edward Smith her Husband to Griffin Thomas. This deed dated January 1st 1887

Said premises to be divided among the persons Named herein and in the following proportions To-Wit

To Walter Richardson The one Sixth Part
To Oliver Richardson The one Sixth Part
To Bert H Richardson The one Sixth Part
To Ella Anderson The one Sixth Part
To Albert Richardson The one Sixth Part
To Lala Richardson The one Sixth Part

But if the Said Commissioners are of opinion that Said real Estate Cannot be divided according to the demand of this writ without Manifest injury to the Value thereof. that you Cause them to Make a just Valuation of the Same in Money; and that you proceedings in the premises you distinctly certify. Under your hand to our Said Court forthwith

Seal

Witness my Name and the Seal of Said Court of Common Pleas at the Court House in Marysville this 6th day of April A.D. 1896 -
J.N. Gosnell Clerk

Walter Richardson
Vs
Oliver Richardson et al

Commissioners Report -
Union County Court of Common Pleas
In Partition

No 7055

Comm 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 Commissioners after first being duly Sworn. And upon actual view of the premises we are of the opinion that Said real Estate cannot be divided according to the demand of the writ without Manifest injury to the Value thereof and we do Estimate the Value of the Same at Thirty Dollars per acre or a total of $360 00

No 7055

Given

Sheriff

Service
Mileage
Executing
Swearing
Report
Return
Postage
Total

Com Fee
J & Kin
G Hall
J Elliott
Total

The State
Probate

Union

No 7055

Certificate in Partition

Walter
Oliver

Given Under our Hands this 7th day of April A.D. 1896

J. Charles Kennedy
J. C. Elliott
George W. Hall
} Commissioners

Sheriffs Fees		
Service		25
Mileage		80
Executing writ	1	20
Swearing Com		25
Report Com	1	00
Return		25
Poundage	2	70
Total	6	45
Com Fees		
J. C. Kinedy	1	00
G. Hall	1	00
J. Elliott	1	00
Total	3	00

No 7055 Sheriffs Return

Sheriffs Return

As Commanded by the foregoing Writ of Partition I have executed the same by the Oaths of J. Charles Kennedy J. C. Elliott and George W. Hall Causing Said partition to be Made as will Appear by the report of the Commissioners herewith returned

Given Under my Hand this 7th day of April A.D. 1896

Wm G. Snodgrass Sheriff

This writ Returned Bert H Richardson elects to take at the Appraisement $860.00

Wm G. Snodgrass Sheriff

No 7055 Certificate in Partition

Certificate in Partition

In the Matter of the Estate of

Martin Richardson Deceased

The State of Ohio
Probate Court
Union County

I James Mc Campbell Sole Judge and Ex-officio Clerk of the Probate Court, Within and for Said County aforesaid do hereby Certify that I have ascertained from a Statement of J. M. Kennedy Administrator of the Estate of Martin Richardson deceased that the Sum of One Hundred and fifty Dollars ($150.00) in addition to the available Assets will be necessary to pay the indebtedness and Expenses of Administering Said Estate

(Seal)

In Witness whereof I have hereunto Let My hand and affixed the Seal of Said Probate Court at Marysville Ohio This 14" day of April 1896

James Mc Campbell Judge and Ex-officio Clerk

No 7055 Entry

Walter Richardson
Vs
Oliver Richardson et al

April 13th 1896 The following Entry was filed to-wit

Entry

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 by J. M. Kennedy the Attorney herein and it appearing from Said report that Said Estate Could not be divided by Metes and Bounds without injury to the Value thereof and the Said Commissioners have made and returned their Appraisment of Said Estate at $860.00 Dollars per acre or $860.00 Dollars as its total Value. There being no Dower therein and it appearing to the Court that Bert Richardson one of the defendants has Elected to take the Same at their appraised Value and that the Terms of payment are to be one third in Cash. One Third in One year and One third in Two years and the Court finding that the Costs of this action including a Commissioners fee of $25.00 to J. M. Kinedy for his Services herein amount to $— and that there is due the Treasurer of Union County as Taxes on Said premises the Sum of $— and the Court finds by Certificate from the Probate Court of Union County this

That it will require at least $150 to pay the debts of Said real estate and costs of administration. It is therefore ordered by the court that upon payment hereof Made to the Sheriff by Said Bert Richardson and his proportion of Said Costs and taxes the Sum of $ and upon his paying in cash and Notes Secured by Mortgage upon Said premises according to the terms of payment the proportion of the Appraised Value due to the other parties heretofore found by the Court the Said Estate be and is hereby adjudged to him. And the Sheriff is ordered thereupon to make and Execute to him a Conveyance thereof

And the Court coming Now to the distribution of Said Estate it is ordered that the Sheriff upon receiving the Same as above. pay first to the Treasurer of Union County $ Dollars being the Tax and penalties due on Said premises

Secondly to the Clerk of this Court the Costs of this action in chief Commissioner of $25. Thirdly To the Administrator of Martin Richardson the Sum of $150 Dollars to Apply on the debts of Said Martin Richardson Deceased

Fourthly to the plaintiff one Sixth part Thereof
To Oliver Richardson one Sixth part Thereof
To Ella Anderson one Sixth part Thereof
To Bert Richardson one Sixth part Thereof
To Albert Richardson one Sixth part Thereof
To Lola Richardson one Sixth part Thereof

Attest J M Gosnell Clerk

For Supplimental Recrd of this Case See Page 579

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price, Judge of Said Court of the Term of April to wit on the 6th day of April in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to-Wit on the 28th day of March A.D. 1896 Union County Common Pleas. The Citizens Home and Savings Company filed in the Clerks office of the Said Court of Common Pleas the following Petition against George Greenbaum et al to-wit

The Citizens Home and Savings Company Plaintiff
Against
George Greenbaum and Katie Greenbaum his Wife. Henry C. Core and Carrie M Core his Wife and James H. Wall. Defendants

March 28th 1896

The following Petition was filed in the Court of Common Pleas of Union County Ohio

Petition

The plaintiff Says. That it is an Association duly Organized and incorporated under the Laws of the State of Ohio providing for the incorporation of Building and Loan Associations and that its principal office is at Marysville Ohio

1st First cause of action: For a first cause of action the Said plaintiff the Citizens Home and Savings Company Says: That on the 6th day of October 1894 the Said defendant George Greenbaum Made and delivered to Said Company his Contract in writing of which the following is a copy

$3600 00 Marysville Ohio October 6th 1894

Received of the Citizens Home and Savings Company of Marysville Ohio Three Thousand and Six Hundred Dollars as a loan on thirty six Shares of Stock No 1153 owned by George Greenbaum in Said Company. I agree to pay to

Said comp
First. To the
of Sa
Second. To the
per
Third To the
Fourth the
be continu
equal the
then the

No 507
The
Sec. 31. Sh
paid on
held by
shall becom
The Sa
and Nine Dolla
$22 00 for
on Said
The Said
as agreed to
on Said
II, Second
and Savings
and weekly
the Said
to Said
Conveyed
Situate
II First Tract
at a Stone
Thence with
188 20/100 poles
and line S.
George & Da
of the old De
N 88 E 649 66/100
road N. 12 E
Blennenha
of the Plain
Center of the
One Hundr
Conveyed by
recorded in
II Second Tract
5629 and 649
where the

Said Company weekly. not less than Nine Dollars which Shall be applied as follows
First. To the payment of any fines or other assessments made against me in pursuance of the by-laws of Said Company
Second. To the payment of the premium for prudence due on Said loan amounting to one and 77/100 Dollars per week
Third To the payment of the interest due on Said loan amounting to Four 92/100 Dollars per week
Fourth the balance of Said payments Shall be credited as dues on Said Stock. Said payments Shall be continued until the dues so credited on Said Stock together with the dividens thereon Shall equal the Amount loaned; Should I fail for eight weeks to pay Said weekly payments. then the whole amount of Said loan Shall at once become due and payable

George Greenbaum

No 507

The By-Laws of Said Company providing for the assessment of fines is as follows
Sec. 31. Should any borrowing Member fail to pay the weekly amount required to be paid on his Stock he Shall be fined five cents on each one hundred dollars of Stock held by him for each failure, and after eight failures the whole amount of his loan Shall become due. and the Board of Directors Shall order the Mortgage to be foreclosed

The Said defendant George Greenbaum has paid to Said Company the Sum of Two Hundred and Nine Dollars which has been applied according to the terms of Said Contract as follows, For fines $22.50 for premiums $72.72 for interest $218.16 and the remainder $95.82 has been credited as dues on Said Stock. The dividends declared on Said Stock are Three and 59/100 Dollars

The Said defendant George Greenbaum has failed to make the weekly payments as agreed to be paid in Said Contract for 25 weeks, the last payment having been made on Said Stock on the 30th day of September 1895

II, Second Cause of action; For a Second Cause of action the Said Plaintiff The Citizens Home and Savings Company Says: that on the 6th day of October 1894 and to Secure the Said loan and weekly payments, Set forth in Said Contract in Said first Cause of action herein the Said defendants George Greenbaum and Katie Greenbaum Executed and delivered to Said Plaintiff The Citizens Home and Savings Company. their Mortgage deed and thereby Conveyed to Said Company the following described real Estate Viz

Situate in the Townships of Paris and Taylor County of Union and State of Ohio

II First Tract Situate in Paris Township Part of Virginia Military Survey No 4069. Beginning at a Stone in the Center of the London road and South East Corner of the John M Nailp farm Thence with the South line of Said Nailps land and land owned by W.C. Pullington S88° 45' W 188 20/100 poles to a Stone in the line of lands owned by J.W. Robinson, Thence With Said Robinson land line S. 3° E 49 poles to a Stone, corner to lands owned by George & Dawn, Thence with Said George & Dawns land line N 88° E. 58 poles to a Stone, Thence S 3° E. 75 poles to a Stone in the Center of the old Delaware road. Thence with Said road N 63° 25' E 42 5/100 poles to an oak Stump, Thence N 88° E 49 66/100 poles to a Stone in the center of Said London road Thence with the Center of Said road N. 12° E. 8 80/100 poles to a Stake, Thence N. 20° E. 5 25/100 poles to a Stone, North west corner of Leonard Blemmenhins land. Thence with Said line N 88° 30' E 66 26/100 poles to a Stake in the Center of the Plain City road, Thence with the center of Said Plain City road N 84° E. 76 20/100 poles to the Center of the London road. Thence with the London road N. 20° E. 28 88/100 poles to the beginning Containing One Hundred and Four and one half (104½) acres Excepting therefrom Fourteen (14) acres Conveyed by George Greenbaum to George & Dawn by deed dated August 25th 1894 and recorded in Volume 70 Page 270 of the Deed Records of Union County Ohio

II Second Tract—

Situated in the Township of Taylor. Part of Virginia Military Survey Nos 5629 and 6493 Beginning in the Center of the Marysville and Kenton Gravel road where the Center of the Wheeler and Green Gravel road Crosses the Same, Thence North

the Center of Said Marysville and Kenton gravel road S 11°30'E. 70 1/10 poles to a Stone Thence S 80°30' W. 138 4/100 poles to a Stone. Thence N. 11°30'W 69 7/10 poles to a Stone in the Center of the Wheeler and Green gravel road. Thence with the Center of Said last Named road N 80°30'E. 135 2/10 poles to the place of beginning Containing Sixty (60) acres

The Condition Contained in Said Mortgage was as follows

Provided nevertheless. and these presents are upon this condition; That whereas the Said George Greenbaum has Entered into a Contract in writing with Said Company in the words and figures following, to-wit

$3600 Marysville Ohio October 6th 1894

Received of The Citizens Home and Savings Company of Marysville Ohio Three Thousand and Six hundred Dollars, as a loan on thirty Six Shares of Stock No. 1153. owned by George Greenbaum in Said Company. I agree to pay to Said Company weekly. not less than Nine Dollars, which Shall be applied as follows

First; To the payment of any fines or assessments made against me in pursuance of the By-Laws of Said Company

Second; To the payment of the premium for precedence due on Said loan amounting to One 2nd 47/100 Dollars per week

Third: To the payment of the interest due on Said loan, amounting to Four 2nd 87/100 Dollars per week

Fourth: To the payment of any Sum of Money expended by Said Company for Insurance of Mortgaged property as required by the By-Laws of Said Company

Fifth; The balance of Said payments Shall be Credited as dues on Said Stock. Said payments Shall be continued until the dues So credited on Said Stock Together with the dividends declared thereon Shall equal the amount loaned

Should I fail for Eight weeks to pay Said weekly payments, then the whole amount of Said Shall at once become due and payable

(Signed) George Greenbaum

Now if the George Greenbaum Shall pay to Said Company, it Successors or Assigns the Said Sums of Money when due as Set forth by Said Contract then these presents Shall be Void

On the 6th day of October A.D. 1894 at 2 o'clock P.M. Said Mortgage was delivered to the Recorder of Said Union County, Ohio. for record and was duly recorded in Volume 33 page 169 of the Records of Mortgages of Said County

III Third Cause of action; For a third cause of action the Said Plaintiff The Citizens Home and Savings Company says: That on the 28th day of September 1895-the Said defendant. George Greenbaum Made and delivered to Said Company his contract in writing of which the following is a copy

$200 Marysville Ohio September 28th 1895-

Received of the Citizens Home and Savings Company of Marysville Ohio Two Hundred Dollars as a loan on two Shares of Stock N 1153 owned by George Greenbaum in Said Company. I agree to pay to Said Company weekly not less than 5 00/100 Dollars. which Shall be applied as follows

First; To the payment of any fines or other assessments Made against me in pursuance of the By-Laws of Said Company

Second; To the payment of the premium of precedence due on Said loan amounting to 05/100 Dollars per week

Third; To the payment of the interest due on Said loan amounting to 2 24/100 Dollars per week

Fourth; The balance of Said payments Shall be Credited as dues on Said Stock, Said payments Shall be Continued until the dues So credited on Said Stock together with the dividends

declared there, Shall Equal the amount loaned
Should I fail for Eight weeks to pay said weekly payments then the whole amount of said loan Shall at once become due and payable

George Greenbaum

No 661.

The By-Laws of Said Company providing for the assessment of fines is as follows Sec. 31 Should any borrowing Member fail to pay the weekly amount required to be paid on his Stock he Shall be fined five Cents on each one hundred dollars of Stock held by him for each failure, and after Eight failures the whole amount of his loan Shall become due. and the Board of Directors Shall order the Mortgage to be foreclosed
The Said defendant George Greenbaum has made no payments to Said Company on Said Contract no dividends have been declared on Said Stock
The Said defendant George Greenbaum has failed to Make the Weekly payments as agreed to be paid in Said Contract for 25 Weeks, the last payment having been made on Said Stock on the 30th day of September 1895
Fourth Cause of action: For a fourth cause of action the Said plaintiff. The Citizens Home and Savings Company Says: That on the 28th day of September 1895 and to Secure the Said loan, and weekly payments Set forth in Said Contract in Said first Cause of action herein. the Said defendants George Greenbaum and Katie Greenbaum Executed and delivered to Said Plaintiff a The Citizens Home and Savings Company their Mortgage deed and thereby Conveyed to Said Company the following described real Estate Viz:
Situate in the Township of Paris County of Union and State of Ohio and being the Same as the First Tract described in the Second Cause of action herein Set forth
The Condition Contained in Said Mortgage was as follows
Provided Nevertheless and these presents are upon this Condition: That Whereas, the Said George Greenbaum has Entered into a Contract in writing with Said Company in the Words and figures following to-Wit
$200.00 Marysville Ohio September 28th 1895
Received of the Citizens Home and Savings Company of Marysville Ohio Two Hundred Dollars as a loan on Two Shares of Stock No 1153 owned by George Greenbaum in Said Company; I agree to pay to Said Company weekly, not less than 87/100 Dollars which Shall be applied as follows
First: To the payment of any fines or other assessments made against me in pursuance of the By-Laws of Said Company
Second: To the payment of the premium for precedence due on Said loan amounting to 8/100 Dollars per week
Third: to the payment of the interest due on Said loan amounting to 27/100 Dollars per week
Fourth: To the payment of any Sum of Money expended by Said Company for insurance of Mortgaged property as required by the By-Laws of Said Company
Fifth: The balance of Said payments Shall be Credited as dues on Said Stock. Said payments Shall be continued Until the dues So credited on Said Stock together with the dividends declared thereon Shall Equal the amount loaned
Should I fail for Eight weeks to pay Said weekly payments, then the whole amount of Said loan Shall at once become due and payable

(Signed) George Greenbaum

Now if the Said George Greenbaum Shall pay to Said Company, it Successors or assigns the Said Sums of Money when due as Set forth by Said Contract then these presents Shall be Void
On the 28th day of September A.D. 1895 at 4 30 o'clock P.M. Said Mortgage was delivered to the Recorder of Said Union County, Ohio, for record. and was duly recorded

in Volume 37 page 8 of the Records of Mortgages of Said County
V Fifth cause of action: For a fifth cause of action the Said Plaintiff. The Citizens Home and Savings Company says. That on the 3rd day of April 1895 the Said defendant Harry C. Carr Made and delivered to Said Company his Contract in writing of which the following is a Copy

$1000 00 Marysville Ohio April 3rd 1895

Received of The Citizens Home and Savings Company of Marysville Ohio One Thousand Dollars as a loan on Ten Shares of Stock No 1259 owned by Harry C. Carr in Said Company: I agree to pay to the Said Company weekly not less than Two 50/100 Dollars which Shall be applied as follows

First To the payment of any fines or other assessments Made against me in pursuance of the By-Laws of Said Company

Second; To the payment of the premium for precedence due on Said loan amounting to 47/100 Dollars per week

Third, To the payment of the interest due on Said loan amounting to one 20/100 Dollars per week

Fourth; The balance of Said payments Shall be credited as dues on Said Stock, Said payments Shall be continued until the dues So credited on Said Stock together with the dividends declared thereon, Shall equal the amount loaned

Should I fail for eight weeks to pay Said weekly payments, then the whole amount of Said loan Shall at once become due and payable

No— Harry C Carr

The By-Laws of Said Company providing for the assessment of fines is as follows Sec 31. Should any borrowing Member fail to pay the Weekly amount required to be paid on his Stock he Shall be fined five Cents on each one hundred Dollars of Stock held by him for each failure, and after eight failures the whole amount of his loan Shall become due, and the Board of Directors Shall order the Mortgage to be foreclosed

The Said defendant Harry C. Carr has paid to Said Company the Sum of Twenty Dollars which has been applied according to the terms of Said Contract as follows; For fines $20 00 for premium $—— per interest $—— and the remainder $—— has been credited as dues on Said Stock. No dividends have been declared on Said Stock.

The Said defendant Harry C. Carr has failed to make the weekly payments as agreed to be paid in Said Contract for 46 Weeks, The last payment having been made on Said Stock on the 13th day of May 1895

VI. Sixth cause of action: For a Sixth cause of action the Said Plaintiff. The Citizens Home and Savings Company says. That on the 3rd day of April 1895 and to Secure the Said loan, and Weekly payments, Set forth in Said Contract in Said first cause of action herein, the Said defendants Harry C. Carr and Carrie M. Carr executed and delivered to Said Plaintiff The Citizens Home and Savings Company their Mortgage deed and thereby conveyed to Said Company the following described Real estate, Viz: Situate in the Township of Taylor County of Union and State of Ohio, being the Same premises described as the Second Tract in the Second Cause of action herein

The Condition Contained in Said Mortgage was as follows: Provided Nevertheless, and these presents are upon this Condition: That Whereas the Said Harry C. Carr has entered into a Contract in writing with Said Company in the words and figures following to-wit

$1000 00 Marysville Ohio April 3rd 1895

Received of The Citizens Home and Savings Company of Marysville Ohio

One Thousand Dollars as a loan on Ten Shares of Stock No 1259 owned by Harry C. Carr in Said in Said company; I agree to pay to Said Company weekly not less than Two 2nd 50/100 Dollars, Which Shall be applied as follows

First: To the payment of any fines or other assessments Made against me in pursuance of the By-Laws of Said Company

Second; To the payment of the premium for precedence due on Said Loan amounting to 40/100 Dollars per week

Third: To the payment of the interest due on Said loan amounting to One 2nd 20/100 Dollars per Week

Fourth: To the payment of any Sum of Money expended by Said Company for insurance of Mortgaged property as required by the By-Laws of Said Company

Fifth: The balance of Said payments Shall be Credited as dues on Said Stock. Said payments Shall be Continued Until the dues So credited on Said Stock, together With the Dividends declared thereon Shall Equal the amount Loaned

Should I fail for Eight weeks to pay Said weekly payments, then the Whole amount of Said Loan Shall at once become due and payable

Signed Harry C. Carr

Now if the Harry C. Carr Shall pay to Said Company, its Successors or assigns, the Said Sums of Money when due as Set forth by Said Contract then these presents Shall be Void

On the 4th day of April A.D. 1895 at 10 O Clock A.M. Said Mortgage was delivered to the Recorder of Said Union County Ohio, for record, and was duly recorded in Volume 33 page 237 of the Records of Mortgages of Said County

Said Mortgage deeds have become absolute, There is due and remaining Unpaid upon Said Contract Set forth in the first Third and fifth Causes of action herein the Sum of Three Thousand Seven Hundred 2nd 57/100 Dollars, on the 30th day of September 1895; and the further Sum provided in Said Contract Viz; for fines One 2nd 00/100 Dollars; For premiums One 2nd 47/100 and for interest Four 2nd 32/100 Dollars, in all Seven 2nd 57/100 Dollars for each and every week from and after Said 30th day of September 1895 and the further Sum of Five 2nd 75/100 Dollars atty fee on Making Said loan and Forty one 2nd 60/100 Dollars for insurance on the property

The Said Plaintiff The Citizens Home and Savings Company, therefore asks Judgment against Said George Greenbaum for Said Sum of Three Thousand Seven Hundred 2nd 57/100 Dollars and Seven 2nd 56/100 Dollars for each and every week from and after September 30th 1895; That Said Mortgage may be foreclosed, Said premises ordered to be Sold and the proceeds thereof be applied to the payment of Said Indebtedness of Three Thousand, Seven Hundred 2nd 57/100 Dollars, and Seven 2nd 56/100 Dollars additional from and after the Thirtieth day of September 1895 Until paid, and for all proper relief in the premises

John M Brodrick Attorney for Said The Citizens Home and Savings Company

The State of Ohio } ss
County of Union }

John M. Brodrick, being Sworn Makes oath that he is the attorney of Said Plaintiff The Citizens Home and Savings Company 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 28th day of March 1896

(Seal)

J. M Gosnell Clerk of Court of Common Pleas in and for Union County Ohio

To the Clerk Praecipe

Issue Summons for the defendants Harry C. Carr and Carrie M. Carr to the Sheriff of Wyandot County Ohio returnable according to law. Indorse. Judgment and foreclosure of Mortgage Amount claimed $3700 52 and $7 56 weekly from and after September 30th 1895 Also fee deposited for Service

John M Brodrick Attorney for Plaintiff

We hereby waive Issuing and Service of Summons and Enter our appearance herein
March 28th 1896

George Grunbaum
Katie Greenbaum

No 7079

Summons

The State of Ohio
Union County } ss

March 28th 1896 the following Summons was issued and returned and filed April 3- 1896

Summons

You are hereby Commanded to Notify Harry C. Carr and Carrie M Carr that they have been Sued by The Citizens Home and Savings Company in the Court of Common Pleas of Union County. and must Answer by the 25th day of April A.D. 1896 or the petition of the said Plaintiff will be taken as true and Judgment rendered accordingly

You will Make due return of this Summons on the 6th day of April A.D. 1896

Witness my hand and the Seal of said Court this 28th day of March A.D. 1896

(Seal)

J N Connell clerk By Jos A Connell Deputy

The State of Ohio
Wyandot County

Sheriffs Return

Received this writ March 30th A.D. 1896 at 8 O clock A M. and Served Same by handing to each of the within named defendants Harry C. Carr and Carrie M Carr on April 1896 a true copy thereof This I did pursuant to its Command the Copies being certified to and containing all the Endorsements thereon

Adam Pontius Sheriff Wyandot County
By Ira R Pontius Deputy

Sheriffs Fees		
Service & Return		60
Additional Dfts		15
Mileage	1	28
Copy		32
Indx Docket & Postage		22
Total	2	75

No 7079

Entry

The Citizens Home and Savings Co
Vs
George Greenbaum et al

May 1st 1896 the following Entry was filed to-Wit

Entry

This day this cause came on for hearing on the Petition and the defendants all being in default for answer and demurer the Court find that the allegations of the Petition are confessed by them to be true. The said defendant James B. Wall having released his said claim. he is hereby dismissed from this case. The Court further find that there is due from said defendant George Greenbaum to said Plaintiff the Sum of Three Thousand Nine Hundred and Thirty two and 06/100 Dollars on April 6th 1896 with the further Sum of Seven and 56/100 Dollars each week from and after said April 6th 1896

It is therefore considered and adjudged by the Court that said Plaintiff recover of said defendant George Greenbaum. said Sum of Three Thousand Nine Hundred and Thirty two and 06/100 Dollars with said additional Sum of Seven and 56/100 Dollars, for each and every week from and after April 6th 1896 and Execution is awarded therefor

The Court further find that in order to Secure the payment of said Contracts in writing Set up in Plaintiffs said Petition the defendants George Greenbaum and Katie Greenbaum his wife Executed and delivered to said Plaintiff that Mortgage deed on the premises described in Plaintiff Petition and that said Defendants Harry C. Carr and Carrie M. Carr his wife Executed their Mortgage deed as in said Petition Set forth and on the premises therein described said Greenbaums. Mortgages are recorded in Volume 33 Page 169 and Volume

37. Page 8.
of Said R
in the Pet
It is th
defendan
this deci
case. And
Said mon
Equity of
Second tr
Order of S
advertise
to this Cou

The State

Union Co

Where
County of
obtained a
Three Thous
of Seven an
06/100 Dollars.
adjudged
the 1st day
The Said
additional
with inte
pay the S
him to p
to Sell the
One day
weekly
part there

We
advertise
Execution
Township
Nos 5629 and
road whe
Thence N
poles to a
to a Stone
Center of S
Containi

We th
and direc
Sale the a
Execution

37. Page 8. and said Carr Mortgage in Volume 38 Page 237 of the Mortgage Records of Said Union County Ohio and are good and Valid liens on the premises described in the Petition and that the conditions in ace of Said Mortgages have been broken.

It is therefore considered. ordered and decreed by the Court that Unless the defendant George Greenbaum Shall within one day from the Entering 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 Said weekly payments from and after. April 6th 1896 as aforesaid the defendants Equity of redemption be foreclosed. and Said premises be Sold in Seperate tracts. Said Second tract in Said Petition described to be first offered for Sale. and that an Order of Sale issue therefor to the Sheriff of Union County. directing him to appraise advertise and Sell Said Premise as upon Execution. and report his Proceedings to this Court for further order

Brodrick Attorney for Plaintiff

The State of Ohio
ss
Union County

May 5th 1896 the following Order of Sale was issued. And return of Same Made by the Sheriff June 8th 1896

Order of Sale

To the Sheriff of Said County - Greeting

Whereas at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union on the 1st day of May 1896. The Citizens Home and Savings Company obtained a Judgment and decree against George Greenbaum et al for the Sum of Three Thousand Nine Hundred and Thirty two and 06/100 Dollars with Said additional Sum of Seven and 56/100 Dollars for each and every week from and after April 6th 1896. and Fifteen and 06/100 Dollars. Cost of Suit. And Whereas it was then and there by Said Court ordered adjudged and decreed. that the Said George Greenbaum et al within one day from the 1st day of May A.D. 1896 pay onto the Said The Citizens Home and Savings Company The Said Sum of Three Thousand Nine Hundred and Thirty two and 06/100 Dollars. with Said additional Sum of Seven and 56/100 Dollars for each and every week from and after April 6th 1896 with interest from the [illegible] day of [illegible] 1896 and costs aforesaid. and on 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 have fully Expired and the Said Sum of $3982 Dollars with weekly payments as aforesaid. and costs aforesaid have not been paid, or any part thereof, as appears to us of record -

We therefore Command you that you proceed without delay. to Appraise advertise and Sell according to the Statute regulating Judgments and Executions at law the following Lands and Tenements Situate in Taylor Township Union county Ohio to wit. Part of Virginia Military Survey Nos 5629 and 6498. Beginning in the center of the Marysville and Kenton gravel road where the center of the Wheeler and Greene gravel road crosses the Same. -Thence with the center of Said Marysville and Kenton gravel road S. 11° 30' E 70 1/10 poles to a Stone. Thence S 80° 30' W 138 1/10 poles to a Stone. Thence N 11° 30' W 69 7/10 poles to a Stone in the center of the Wheeler and Greene gravel road. Thence with the center of Said last named road N 80° 30' E. 135 2/10 poles to the place of beginning Containing Sixty (60) acres

We therefore Command you that you proceed to Cary Said order, Judgment and decree into Execution agreeably to the tenor thereof, and that you Expose to Sale the above described Real Estate. Under the Statute regulating Sales on Execution, and that you apply the proceeds of Such Sale in Satisfaction

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

Witness My Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 5th day of May A.D. 1896

(Seal)

J.N. Gasnell Clerk

The State of Ohio
Union County ss

Sheriffs Return

Sheriffs Fees		
Service		25
Levy		25
Sum Appraisers	1	20
Swearing Appts		25
Conveyance Appts	1	00
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Affidavit to Printer		25
Writing Notice		25
Mileage	1	20
Poundage	17	00
Return		25
Total	22	65
Appraisers fee	3	00
Printers fee	13	50

In Obedience to the Command of the Order of Sale hereto annexed. I. did on the 5th day of May 1896 Summons Jesse Laughrey R.J. Smith and John Welty three disinterested freeholders. residents of said County, who were by me duly Sworn to impartially appraise the lands and Tenements therein discribed upon actual View and afterward on the 5th day of May A.D. 1896 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 $1800 00 Dollars. A Certified Copy of Said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County And on the 6th day of May 1896 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 6th day of June A.D. 1896 at one o clock PM of Said day. And having advertised the Said lands and tenements for more than thirty days previous to the day of Sale. to-Wit 5 Consecutive weeks and in pursuance to Said Notice I did on said 6th day of June A.D. 1896 at the time and place above Mentioned proceed to offer Said lands and tenements at public Sale. and then and there came W.M. Cartmell. John T. Cartmell E.E. Cartmell who bid for the the Same the Sum of $1205 00 Dollars and Said Sum being over two-Thirds of the Appraised Value thereof and Said W.M. Cartmell. John T. Cartmell. E.E. Cartmell being the highest and best bidder therefor. I then and there publicly Sold and Struck off Said lands and tenements to them for Said Sum of Twelve Hundred and three dollars

Wm G Snodgrass Sheriff

The Citizens Home and Savings Co
vs
George Greenbaum et al

Sheriffs Sale
John M. Kendrick Attorney

Order of Sale
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 for Sale at the North door of the Court House in Marysville Ohio on Saturday June 6th 1896. 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 Taylor. County of Union and State of Ohio. and bounded and described as follows: Part of Virginia Military Survey Nos

5629 2nd 6498, beginning in the center of the Marysville and Kenton gravel road, where the Center of the Meeler and Green gravel road crosses the Same, Thence with the center of Said Marysville and Kenton gravel road South 11° 30' east 70 1/10 poles to a Stone; Thence S 40° 30' West 138 4/100 poles to a Stone. Thence North 11° 30' West 69 7/10 poles to a Stone in the Center of the Meeler and Green gravel road. Thence with the center of Said last Named road North 60° 30' East 135 7/10 poles to the place of beginning containing Sixty (60) acres
Appraised at $30.00 per acre Terms Cash

Wm G Snodgrass
Sheriff of Union County Ohio

The State of Ohio Union County ss

Proof of Publication

The Undersigned being duly Sworn Says that a copy of the annexed Notice was published for 5 Consecutive weeks in The Marysville Tribune, a news paper of general Circulation in the County of Union the first publication beginning with May 6th 1896

John H Sheets Jr

Sworn to and Subscribed before me this 9th day of June 1896
Printers fee $13.50

J M Gasnell Clerk

The Citizens Home and Saving Co
vs
George Greenbaum et al

June 8th 1896 the following Entry was filed to wit

Entry

On Motion of the Plaintiff and on its 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 purchasers W M. Cartmell, John I. Cartmell and E.E. Cartmell by deed according to law the Property So Sold, and the Said Purchasers are hereby Subrogated to all the right of the Said lein holders in Said premises So far as they may be paid Herein. for the protection of thier title, and a writ of possession is awarded to put Said Purchasers in Possession of Said premises

It is further ordered that the clerk cause Satisfaction of the Mortgage herein Sued on, and the Mortgage from Harry C. Carr and Wife to George Greenbaum to be Entered on the records thereof in the office of the Recorder of Union County

And the Court Coming now to distribute the proceeds of Said Sale amounting to Twelve Hundred and three Dollars 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 $19 14

Second: The Costs in this action Taxed at $54 15

Third: The balance of Said Money remaining in his hands $1129 71 to the Plaintiff The Citizens Home and Savings Company to be applied on their Judgment herein

Brodrick for Plaintiff

Attest J M Gasnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the term of April to-wit On the 6th day of April in the year of our Lord One Thousand Eight hundred and Ninty Six

Be it remembered that heretofore to-wit on the 18th day of October A.D. 1895 Union County Common Pleas John Chapman filed in the Clerks Office of the Said Court of Common Pleas the following Petition against H. C Wilgus & John Wiley to-wit

No 6978

Petition

John Chapman Plaintiff
Against
H.C. Wiley and John Wiley
Defendant

Court of Common Pleas
of Union County Ohio
Petition

Plaintiff Says that defendants are a partnership composed of H.C Wilgus and John Wiley and that they are engaged in a general Grocery and provission business in the Village of Marysville in Union County Ohio. Plaintiff Says that he on or about the 19th day of April 1895 did purchase of Defendants one Can of Corned Beef which he purchased for food. and that he ate a part of the Beef contained in Said at his home in Union County Ohio

Plaintiff Says for his cause of Action. that defendants Negligently and carelessly Sold him the Beef aforesaid in Union County Ohio and that the Same was Adulterated with poisen Substances and that he on the Same day did eat a part of the Beef aforesaid and did Soon after to-wit. the Same day become very Sick nigh unto death and that he was compelled by reason of Said Sickness to call Physicians at a great cost to treat him for the effects of Said poisen contained in the Said Beef purchased of the defendants on the day Set forth in this Petition and he Says that his was Endangered and his Physical forces are greatly impaired and that his general health is and has been permanantly impared by eating of the Said Beef purchased of defendants and he Says that from the results of eating of the Said Beef he has been damaged in the Sum of five Thousand Dollars for Which he prays Judgment against the Said defendants H.C. Wilgus and John Wiley defendants in this action

Thomas Reed Attorney for Plaintiff

John Chapman being first duly Sworn Says that the facts and allegations Set forth in this Petition is true as he verily believes

John Chapman

Sworn to and Subscribed by John Chapman in my presence this 18th day of October A.D. 1895

Seal

J N Gosnell Clerk

No 6978

Summons

The State of Ohio
Union County

October 18th 1896 The following Summons was issued and returned and filed Oct 21st 1896

Summons . To the Sheriff of Union County

You are hereby Commanded to notify H.C Wilgus and John Wiley that they have been Sued by John Chapman in the Court of Common Pleas of Union County and Must answer by the 16th day of November A.D. 1896 or the judgment of the Said plaintiff will be taken as true and Judgment rendered accordingly You will Make due return of this Summons on the 28th day of October A.D. 1895

Witness my hand and the Seal of Said Court this 18th day of October A.D. 1895

Seal

J N Gosnell Clerk

Return — The State ... Union C...

Sheriffs Fe...
Service & Ret...
Mileage
Copies
Total

No 6978 — John C... vs H.C. Wilgus ...
Demurrer — ground of ... a cause of ...
No 6978 — John C... vs H.C. Wilgus & ...
Entry — Defendants ... Whereof the ... the Court ...
No 6978 — John C... vs Wilgus & ...
Entry — 1896 and ...
No 6978 — John Cha... vs H.C. Wilgus ...
Answer — admits the ... business ... 1895 they Sold ... purchased ... do not know ... And Every ... admited ... Sa... facts State... Swo... in my p...

Return

The State of Ohio
Union County ss

Sheriff Return

Sheriffs Fees		
Service & Return		65
Mileage		40
Copies		30
Total	1	35

Received this writ Oct 18th A.D. 1895 at 10.0 clock A.M. and Served Same by delivering a true copy of this writ with ~~the~~ indorsments thereon to H. C. Wilgus and John Wiley personaly on the 19th day of Oct 1895

Wm G. Snodgrass Sheriff

---

010 6978

Demmer

John Chapman Plaintiff
Against
H. C. Wilgus & John Wiley Defts

Court of Common Pleas Filed Jany 18 1896
Union County Ohio

Demmer

The defendants demur to the petition of plaintiff and for ground of demurrer say – That the Petition does not State facts Sufficient to constitute a cause of action against defendants

Porter & Porter attys for Defendants

No 6978

Entry

John Chapman
VS
H. C. Wilgus & John Wiley

Feb 4th 1896 The following Entry was filed to-wit

Entry

This day this cause came on to be heard upon the demurer of defendants to the petition of plaintiff and was argued by Counsel – In Consideration Whereof the Court overrules said demurer to which ruling and decision of the court the defendants then and there Excepted

---

No 6978

Entry

John Chapman
VS
Wilgus & Wiley

March 9th 1896 The following Entry was filed to-wit
Cause No 6978

Leave to defendant to file answer is Extended to March 20th 1896 and Case continued

---

No 6978

Answer

John Chapman Plaintiff
VS
H. C. Wilgus & John Wiley Defts

March 19th 1896 The following Answer was filed to-Wit
Court of Common Pleas
Answer Union County Ohio

The defendants answer to the Petition of Plaintiff and admits that they are a copartnership engaged in a general grocery and provision business in the Village of Marysville as alleged and that about the 19th day of April 1895 they Sold to plaintiff one can of Canned corned beef. but whether or not plaintiff purchased the Same for food and whether the plaintiff ate any part of the Same the defendants do not know and therefor deny these Allegations – And defendants deny each and Every Allegation and Statement of Said Petition not herein Specifically admited to be true

Porter & Porter Attorneys for Defendants

Sworn to by John Wiley one of the defendants who makes oath that the facts Stated in the foregoing answer are true as he believes

John Wiley

Sworn to and Subscribed by the Said John Wiley before me and Signed by him in My presence this 19th day of March 1896

J. N. Gasnell Clerk of Court

John Chapman
vs
Wilgus & Wiley

April 15th 1896 The following Entry was filed to-wit
Court of Common Pleas
Union County ohio

No 6978

Entry

This day came the parties herein by their attorneys also came the following named persons as Jurors to-wit. A.S. Turner. O.D. Cutler. George Osborn. Edward Barker Wm J. Barbour. Harrison Turner John Moore. Conrad Weidman. Thomas Body. George Jewell Wm Shipley. S.L Church who were impaneled and Sworn according to law and thereupon the case came on for hearing on the pleadings and the evidence and the said Jury after hearing the evidence adduced in part. The hour of adjournment having arrived this case was Continued until 8 oo. O. Clock tomorow Morning

---

John Chapman
vs
Wilgus & Wiley

April 16th 1896 The following Entry was filed to-Wit
Entry

This day again came the parties herein by their attorneys also came the following named person as Jurors to-wit

O.D Cutler	George Jewell	Wm Shipley	A.S Turner
Harrison Turner	George Osburn	Edward Barker	S.L Church
Thmas Cody	John Moore	Conrad Weidmann	Wm J Barbour

Who were heretofore impaneled and Sworn according to law and after hearing the remainning evidence adduced and the Arguments of Counsel and Charge of the court the Said Jury retired to their room in charge of the Sheriff for deliberation. and Now comes the Said Jury into open Court with their Verdict in writing Signed by their foreman and Say

We the Jury being duly impaneled Sworn and affirmed find the issues in this case in favor of the Plaintiff. and assess the amount due to the Plaintiff from the Defendant H.C Wilgus and John Wiley at the Sum of Thirty five Dollars $35oo

Dated April 16th 1896 Samuel L Church Foreman

No 7193 Petition

John Chapman Plaintiff
Against
H.C. Wilgus & John Wiley Defts

No 6978

April 18th 1896 the following Motion for a New trial was filed to-wit
Motion

Motion for New Trial

Now comes the plaintiff by his attorney and Moves the Court to Set aside the Verdict because it is contrary to the Law and the Evidence in the case (2d) Second the Court Erred in limiting Plaintiffs attorney to one hour in his Opening Argument to the Jury, and Limiting him to fifteen Minutes in his closing argument to the jury therefore Plaintiff asks the Court to Set aside the Verdict of the Jury in this case

Thomas Reed attorney for Plaintiff

John Chapman
vs
H.C Wilgus & John Wiley

No 6978

May 4th 1896 The following Entry was filed to-Wit
Entry

Entry

The jury in this action on a former day of this term rendered a Verdict for the Plaintiff and assessed his damages at Thirty five dollars ($35oo) and the Motion for a new trial having been withdrawn by the plaintiff

It is Considered by the Court that the Plaintiff recover from Said defendants Said Sum of thirty five dollars: and it is further considered that the plaintiff pay the Costs by him Made in Said action and that the defendants pay the Costs by them made for the Same and in default of Such payment that Execution issue therefor

Approved John A. Price Judge

Attest J. N. Gamell Clerk

Pleas Continued and held at the Court House in Marysville: Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas: of the State of Ohio: before the Honorable John A. Price. Judge of Said Court: of the Term of April to-wit on the 6th day of October in the year of our Lord One Thousand Eight hundred and Ninty Six

Be it remembered that heretofore to-wit on the 4th day of September A.D. 1896 Union County Common Pleas. Isreal Kinney. Chas. H. Jacobs 3rd Philip Livingston filed in the Clerks Office of the Said Court of Common Pleas the following Petition against The Methodist Prodistant Church of Richwood Ohio to-wit

Isreal Kinney Chas H. Jacobs and Philip Livingston: Plaintiffs
vs
the Methodist Prodistant Church of Richwood Ohio: Defendant

Court of Common Pleas
Union County Ohio

Petition

No 7193

Petition

the Said plaintiffs. Isreal Kinney Chas. H. Jacobs and Philip Livingston. allege that they are the Parsonage Trustees of Said Methodist Prodistant Church of Richwood Ohio. and that as Such Trustees they have the Charge of the Parsonage real Estate of Said Church. That Said Church is a religious Society. and desires to make a Conveyance of the following described Property real Estate to-wit: Situated in the County of Union, State of Ohio. and Village of Richwood. and being the South half of the East half of In lot No Sixty five (65) also Twenty five (25) feet in Width and extending Thirty three (33) feet across Said In Lot No 65. and fronting Twenty five (25) feet on Blagrove Street: Also four and one half (4½) feet in Width off of the North Side of In lot No Sixty Six (66) including one half of brick wall which Said property was while Under the Control of Said Church Used and owned by it for a Parsonage: That Said Conveyance is Sought to be Made for the purpose of correcting a deed heretofore attempted to be made by the Trustees of Said Church. for Said real Estate to Cyrus London. Which Said deed Though made in pursuance to the desire of Said Church was made without the authority of the Said Court of Common Pleas: That Said Church has received full Consideration for Said real Estate: That Said real Estate has been conveyed by the Said Cyrus London Through Various parties to one Chas A. Lacomb. who Now has the Undisputed possession. and to whom the Said Church Through its Said Trustees desires to Make a Valid Conveyance. The Said plaintiffs therefore pray that they may be authorized by Said Court to make, as the Trustees of Said Church. a Conveyance. correcting Said defective Conveyance to the Said Chas A. Lacomb Upon the payment by him of the Costs of this action

James E. Robinson Atty for Plaintiff

The State of Ohio
Union County ss

Chas H. Jacobs being Sworn Says that the facts Stated and the allegations Made in the foregoing petition are true as he Verily Believes

Chas H. Jacobs

Sworn to by the Said Chas H Jacobs before me and by him Subscribed in my presence this 3rd day of September 1896

R. G. Cook Notary Public

October 6th 1896 The following Affidavit was filed to-wit

Court of Common Pleas
Union County Ohio

Affidavit

Jesse Kinney Chas H Jacobs and Philip Livingston Plaintiffs
vs
The Methodist Prodistant Church of Richwood Ohio Defendant

No 7193
Affidavit

The State of Ohio. Union County ss

Joel Graham. being first duly Sworn. Says that he is the Secretary of the Said Methodist Prodistant Church of Richwood Ohio. That in accordance with the rules governing Said Church. a public Notice was given of a buriness Meeting of the Members of Said Church to be held for the purpose of authorizing the Said plaintiffs to make a quit Claim deed to Four and one half (4½) feet off of the North Side of In lot No (66) Sixty Six in Richwood Union County Ohio. That in pursuance to Said call a Meeting of the Said Members of the Said Church was had. and at Said Meeting a resolution was offered to the effect that the Said plaintiffs. The Trustees of the Said Church be authorized to make Said Quit claim deed. Which Said resolution was adopted by a Unanimous Vote of the Said Members

Affiant further Says that Said property was Sold by the Said Church to one Cyrus Landon in 1863. and an attempt made to convey Same. but that Said conveyance was in Some way defective. but that Said Church at that time received full Value for Said property. and that the Said Church now has no claim thereon

Affiant further says that the Said Charles A Larcomb Claims the Title as a Privy to the Said Landon

Joel D. Graham

Sworn to and Subscribed before me this 5th day of October 1896
James E. Robinson Notary Public

October 6th 1896. The following Notice was filed

Court of Common Pleas of
Union County Ohio

Petition

No 7193
Notice

Jesse Kinney Chas H. Jacobs and Philip Livingston Plaintiffs
vs
The Methodist Prodistant Church of Richwood Ohio Defendants

The Methodist Prodistant Church of Richwood will take notice that on the 3rd day of September 1896. Jesse Kinney Chas H. Jacobs and Philip Livingston. as Trustees of Said Church. filed their petition in the Court of Common Pleas of Union County. Ohio. Telling forth that Said Church desires to Make a Conveyance to one Chas. A. Larcomb of the following described Real Estate Situated in the County of Union. State of Ohio and Village of Richwood and being the the South half of the east half of In Lot Numbered 65. Also Twenty five (25) feet in width and extending thirty three (33) feet

Across Sa
(4 5/100) feet
and prays
Conveyance

By Jame

The State of
Union Coun

Says. that
1896. And
Newspaper

Sworn

Jesse Kin
and Philip

The Metho
of Richw

No 7193
Petition

Publication
it is the
execute a
North Side
It is
execute a
above desc

Attest J.

across said lot and fronting on Blagrove Street; also four and fifty one hundredths (4 5/100) feet in width off of the North side of in lot No 66 including one half of brick wall. and praying the said Court to authorize them as the Trustees of said Church to Make said conveyance. That said petition will be for hearing on and after Sept 28th 1896

Isreal Kinney
Chas H. Jacobs
Philip Livingston

By. James. E Robinson Their Attorney

Affidavit of Publication

The State of Ohio
Huron County 53

I S.W. Vanwinkle. Publisher of the Richwood Review being duly Sworn. Says. that the Notice hereto attached was published in the Richwood Review on the 5th day of Sept. 1896. And continued therein four consecutive weeks, during all of which time said Newspaper was printed and in general Circulation in said County

S.W. Vanwinkle

Sworn to and Subscribed before me this 5th day of October 1896
(Seal) J.F Millar Notary Public

October 6th 1896: The following Entry was filed

No 7193

Entry

Isreal Kinney Chas H. Jacobs
and Philip Livingston
vs
The Methodist Protestant Church
of Richwood Ohio

No 7193

Entry

This Cause coming on for hearing upon the Petition and affidavit and it appearing to the Court that the four weeks publication has been had according to the provisions of the Statutes. and that it is the desire of said Church that the said plaintiffs as Trustees of said Church execute a quit Claim deed to one Charles A. Lacomb for 4½ feet off of the North Side of In lot No 66 in the Village of Richwood Huron County Ohio:

It is therefore ordered and adjudged by said Court that the said Trustees execute a quit claim deed to the said Chas A. Lacomb for said real Estate as above described Upon the payment by him of the Costs herein Taxed at $4.00

Attest J.N. Gaswell Clerk

Pleas Continued and held at the Court house in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio: Before the Honorable John A. Price Judge of said Court of the Term of September to wit on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six

Be it remembered that heretofore to wit on the 8th day of September A.D. 1896 Union County Common Pleas Wm C Orr Wm C. Brown & J.D. Price Partners doing business as and under the firm Name of Orr. Brown & Price filed in the Clerks Office of the said Court of Common Pleas the following Petition against W.A. Swimley to-wit

Petition and Answer in Cognovit

The State of Ohio
Union County $ss

In the Court of Common Pleas

Petition

Wm C Orr Wm C Brown and J.D. Price. partners doing busines as and Under the firm Name of Orr Brown & Price

vs

W.A. Swimley

Civil Action for Money Only

Petition No 7203

Wm C Orr. Wm C. Brown & J.D. Price partners as and Under the firm name of Orr Brown & Price. The above named Plaintiffs Say that there is due to them from W.A. Swimley. Defendant on Nineteen promissory Notes made by the Defendant dated the 21st day of March A.D. 1896: which Notes with the Warrants of Attorney thereto annexed are hereunto attached.. the Sum of Two Hundred & Eighty five Dollars and no cents with interest thereon from the 21st day of March A.D. 1896. The Plaintiff further Say that they are the legal owners and holders of Said Note. that the Same is due and Unpaid

$15.00

Court Ohio Mch 21 1896

On April next after date for Value received we jointly and Severly promis to pay Orr Brown & Price or Order. Fifteen Dollars. with interest at the rate of 7 per Cent per annum payable annually..

2nd Note

This Note is the 2 of a series of 25 Notes aggregating the Sum of $375 and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and effect together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series. and all accrued interest thereon Shall, at the election of the then legal holder thereof. become immediatly due and payable without demand Made thereof. and without Notice thereof. and we jointly and severally do authorize any or 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 legal holder of the above. against us or either of us for the Amount that may be due with interest at the rate therein Mentioned, and 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: and we hereby waive all claims to a homestead and release any Dower or other Statutory rights we or either of us may have in any real of personal Estate owned by us or either of us at the date of Said Judgment

Witness our Hands. and Seals

W.A. Swimley (Seal)

4th Note

5th Note

$15.00

On April next after date for Value received we jointly and Severly promis to pay Orr Brown & Price or Order. Fifteen Dollars. with interest at the rate of 7 per Cent per annum payable annually..

This Note is the 1 of a series of 25 Notes aggregating the Sum of $375 and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and effect together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series. and all accrued interest thereon Shall, at the election of the then legal holder thereof. become immediatly due and payable without demand Made thereof. and without Notice thereof. and we jointly and severally do authorize any or 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 legal holder of the above. against us or either of us for the Amount that may be due with interest at the rate therein Mentioned, and 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: and we hereby waive all claims to a homestead and release any Dower or other Statutory rights we or either of us may have in any real of personal Estate owned by us or either of us at the date of Said Judgment

Witness our Hands. and Seals

W.A. Swimley (Seal)

$15.00

On April next after date for Value received we jointly and Severly promis to pay Orr Brown & Price or Order. Fifteen Dollars. with interest at the rate of 7 per Cent per annum payable annually..

This Note is the 3 of a series of 25 Notes aggregating the Sum of $375 and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and effect together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series. and all accrued interest thereon Shall, at the election of the then legal holder thereof. become immediatly due and payable without demand Made thereof. and without Notice thereof. and we jointly and severally do authorize any or 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 legal holder of the above. against us or either of us for the Amount that may be due with interest at the rate therein Mentioned, and 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: and we hereby waive all claims to a homestead and release any Dower or other Statutory rights we or either of us may have in any real of personal Estate owned by us or either of us at the date of Said Judgment

Witness our Hands. and Seals

W.A. Swimley (Seal)

$15.00

On April next after date for Value received we jointly and Severly promis to pay Orr Brown & Price or Order. Fifteen Dollars. with interest at the rate of 7 per Cent per annum payable annually..

This Note is the 4 of a series of 25 Notes aggregating the Sum of $375 and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and effect together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series. and all accrued interest thereon Shall, at the election of the then legal holder thereof. become immediatly due and payable without demand Made thereof. and without Notice thereof. and we jointly and severally do authorize any or 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 legal holder of the above. against us or either of us for the Amount that may be due with interest at the rate therein Mentioned, and 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: and we hereby waive all claims to a homestead and release any Dower or other Statutory rights we or either of us may have in any real of personal Estate owned by us or either of us at the date of Said Judgment

Witness our Hands. and Seals

W.A. Swimley (Seal)

15^{00} Forest Ohio March 21st 1896

On May 1st 1896 after date. for Value received we Jointly and Severly promis to Pay Orr. Brown & Price or order. Fifteen Dollars, with interest at the rate of 7 per cent per annum. payable Annually

1st note This Note is the 1st of a Series of 25 Notes aggregating the Sum of 375^{00} and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full tenor and Effect togather with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series and all accrued interest thereon Shall at the election of the then legal holder thereof, become immediatly due and payable without demand Made therefor, and without Notice thereof, and we jointly and Severly do hereby authorize any or 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 legal holder of the above against us or either of us for the amount that may be due, with interest at the rate therein Mentioned, and 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; and we hereby waive all Claims to a homestead and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of Said Judgment

Witness Our hands and Seals W. A. Swimley (Seal)

15^{00} Forest Ohio March 21st 1896

On May 15th 1896 after date for Value received we jointly and Severly promis to pay Orr Brown & Price or order Fifteen Dollars with interest at the rate of 7 per cent per annum payable annally

4th note This note is the 4th of a Series of 23 notes aggregating the Sum of 375^{00} and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and effect Togather with each installment of interest as it becomes due or within five days thereafter then the Whole amount of Said principal Sum of Said Series and all accrued interest thereon Shall at the election of the then legal holder thereof become immediately due and payable without demand made therefor and without notice thereof, and we jointly and Severally do hereby authorize any or 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 legal holder of the above against us or either of us for the amount that may be due With interest at the rate therein Mentioned, and the 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; and we hereby waive all Claims to a homestead and release any dower or other Statutory rights we or either of us may have in any real or personal estate owned by us or either of us at the date of Said Judgment

Witness our hands and Seals W. A. Swimley (Seal)

15^{00} Forest Ohio March 21st 1896

On June 1st 1896 after date for Value received we Jointly and Severly promis to pay Orr. Brown & Price or order, Fifteen Dollars with interest at the rate of 7 per per Annum payable annually

5th note This note is the 5th of a Series of 25 Notes aggregating the Sum of 375^{00} and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full tenor and effect Togather with each installement of interest as it becomes due, or within five days thereafter, then the Whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall, at the election of the then legal holder thereof, become immediately due, and payable without demand Made therefor, and without Notice thereof, and we Jointly and Severally do hereby authorize any or 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 legal holder of the above against us or either of us for the amount that may be due with interest at the rate therein Mentioned, and the 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; and we hereby waive all Claimes To a Homestead, and release any dower or other Statutory rights we or either of us May have in any real or personal Estate owned by us or either of us at the date of Said Judgment

Witness Our Hands and Seals W. A. Swimbley (Seal)

$15.00 Forest Ohio March 21st 1896

On June 15th 1896; after date for Value received we Jointly and Severally promis to pay Orr Brown & Price or order. Fifteen Dollars with interest at the rate of 7 per Cent per annum payable annually

6th note This note is the 6th of a Series of 25 notes aggregating $375.00 and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full tenor and effect togather with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall at the election of the then legal holder thereof become immediately due and payable without demand Made therefor, and without Notice thereof, and we Jointly and Severally do 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 legal holder of the above against us or either of us for the amount that May be due, with interest at the rate therein Mentioned, and 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; and we hereby Waive all Claimes to a homestead and release any dower or other Statutory right we or either of us May have in any real or personal Estate owned by us or either of us at the date of Said Judgment.

Witness Our hands and Seals W. A. Swimbley (Seal)

$15.00 Forest Ohio March 21st 1896

On July 1st 1896 after date for Value received We Jointly and Severally promis To pay Orr, Brown & Price or order. Fifteen Dollars with interest at the rate of 7 per cent per annum payable Annually

7th note This note is the 7th of a Series of 25 Notes aggregating the Sum of $375; and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and Effect togather with each installment of interest as it becomes due, or within five days thereafter then the Whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall at the election of the then legal holder thereof become immediately due and payable without demand Made therefor, and without Notice thereof, and we jointly and Severally do 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 legal holder of the above against us or either of us for the amount that May be due with interest at the rate therein Mentioned, and 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; and we hereby waive all claims to a homestead and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of Said Judgment

Witness our hands and Seals W. A. Swimbley (Seal)

8th note $15.00 For

Jointly and

with inter

This note

any other note

of interest as

of Said Ser

become imm

we Jointly a

action on the

State of Ohio: W

in favor of th

with interest

in Said pro

we hereby

of us may ha

W

$15.00 For

premis to pa

7 per Cent pa

This note

9th note or any other no

installment of

of Said Series

due, and paya

authorize any

after the Same

process again

us or either of

Suit; and to

Appeal from th

dower or othe

by us or either

Wit

$15.00 For

Severally prom

per annum.

10th note This note is th

Said Series is not

within five days

Shall at the ele

therefor, and wi

Appear for us o

of Record in or

judgment in

for the amoun

and to waive

$15.00 Forest Ohio March 21. 1896

On July 15th 1896 after date for value received we Jointly and Severally promis to pay Orr. Brown & Price or Order Fifteen Dollars with interest at the rate of 7 per cent per annum. payable annually

8th Note

This note is the 8th of a Series of 25 Notes aggregating the Sum of $375.00 and it is hereby agreed, that if this or any other Note of Said Series is not paid according to its full tenor and effect. together with each installment of interest as it becomes due or within five days thereafter. then the whole amount of said principal Sum of Said Series. and all accrued interest thereon Shall, at the election of the then legal holder thereof become immediatly due and payable without demand Made therefor, and without notice thereof. and we Jointly and Severally do 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 legal holder of the above. against us or either of us for the amount that may be due with interest at the rate therein Mentioned and 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; And we hereby waive all Claimes to a homestead and release any dower or other Statutory rights we or either of us May have in any real or personal Estate owned by us or either of us at the date of Said Judgment

Witness our hands and Seals

W. A. Swimley (Seal)

$15.00 Forest Ohio March 21st 1896

On August 1st 1896 after date for Value received we jointly and Severally promis to pay Orr. Brown & Price or order. Fifteen Dollars with interest at the rate of 7 per Cent per annum. payable Annually

9th Note

This note is the 9th of a Series of 25 Notes aggregating the Sum of $375.00 and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and effect. together with each installment of interest as it becomes due, or within five days thereafter. then the whole amount of Said principal Sum of Said Series and all accrued interest thereon Shall at the election of the then legal holder thereof become immediatly due, and payable without demand made therefor and without Notice thereof. and we jointly and Severally do 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 legal holder of the above, against us or either of us for the amount that may be due, with interest at the rate therein mentioned, and Costs of Suit: and to waive and release all errors in Said proceedings petitions in error, and the right of appeal from the Judgment rendred; and we hereby waive all claimes to a homestead and release any dower or other Statutory rights we or either of us may have in any real or personal estate owned by us or either of us at the date of Said Judgment

Witness our hands and Seals

W. A. Swimley (Seal)

$15.00 Forest Ohio March 21st 1896

On Any 15th 1896; after date for Value received we jointly and Severally promis to pay Orr. Brown & Price or Order. Fifteen Dollars with interest at the rate. per cent per annum. payable Annually

10th Note

This Note is the 10th of a Series of 25 Notes aggregating the Sum of $375.00 and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full tenor and effect. together with each installement of intent as it becomes due or within five days thereafter then the whole amount of Said principal Sum of Said Series and all accrued interest thereon Shall at the election of the then legal holder thereof become immediatly due and payable without demand Made therefor and without Notice thereof. and we jointly and Severally do hereby authorize any attorny 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 Legal holder of the above against us or either of us ---------- for the amount that may be due with interest at the rate therein Mentioned and 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; and we hereby waive all Claimes to a Homestead and Release any Dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of said Judgment

Witness our hands and Seals W. A. Stromley (Seal)

$15.00 Forest Ohio March 21st 1896

On Sept 1st 1869 after date for Value received we jointly and Severally promis to pay Orr Brown & Price or order Fifteen Dollars with interest at the rate of 7 per cent per annum payable Annually

11th Note This note is the 11th of a Series of 25 Notes aggregating the Sum of $375.00 and it is hereby agreed that if this or any other note of said Series is not paid according to its full tenor and effect together with each installment of interest as it becomes due, or within five days thereafter then the whole amount of said principal Sum of said Series, and all accrued interest thereon Shall at the election of the then legal holder thereof become immediately due and payment without demand made therefor and without Notice thereof, and we jointly and Severally do 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 legal holder of the above against us or either of us for the Amount that may be due with interest at the rate therein Mentioned and 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; and we hereby waive all Claims to a Homestead and release any dower or other Statutory rights we or either of us May have in any real or personal Estate owned by us or either of us at the date of said Judgment

Witness our hands and Seals W. A. Stromley (Seal)

$15.00 Forest Ohio March 21st 1896:

On Sept 15th 1896 after date for Value received we jointly and Severally promise to pay Orr, Brown & Price or Order Fifteen Dollars with interest at the rate of 7 per cent per annum payable Annually

12th Note This Note is the 12th of a Series of 25 Note aggregating the Sum of $375; and it is hereby agreed that if this or any other Note of said Series is not paid according to its full tenor and effect together with each installment of interest as it becomes due, or within five days thereafter then the whole amount of said principal Sum of said Series, and all accrued interest thereon Shall at the election of the then legal holder thereof become immediately due and payable without demand made therefor and without notice thereof, and we jointly and Severally do 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 legal holder of the above against us or either of us for the amount that may be due with interest at the rate therein Mentioned, and Costs of Suit; and to waive and release all errors in said proceeding petitions in Error and the right of Appeal from the Judgment rendered; and we hereby waive all Claimes to a Homestead and release any dower or other Statutary rights we or Either of us may have in any real or personal Estate owned by us or either of us at the date of said Judgment

Witness our hands and Seals W. A. Stromley (Seal)

$15.00 Forest Ohio March 21st 1896:

On Oct 1st 1896 after date for Value received we jointly and Severally promis to pay Orr Brown & Price or Order Fifteen Dollars, with interest at the rate of 7 per cent per annum payable Annually

13th Note This note is the 13th of a Series of 25 Notes aggregating the Sum of $375; and is hereby agreed that if this or any other note of said Series is not paid according to its full tenor and effect

14th Note

15th Note

Together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of said principal Sum of said Series, and all accrued interest thereon shall at the election of the then legal holder thereof become immediately due and payable without demand Made therefor, and without notice thereof, and we jointly and severally do 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 legal holder of the above against us or either of us, for the amount that may be due, with interest at the rate therein Mentioned, and 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; and we hereby waive all claims to a homestead and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of said Judgment

Witness our hands and Seal W. A. Swimley (Seal)

$15.00 Forest Ohio March 21st 1896

On Oct 15th 1896 after date for Value received we jointly and Severally promis to pay Orr Brown & Price or order, Fifteen Dollars with interest at the rate of 7 per cent per annum payable Annually;

14th Note

This note is the 14th of a Series of 25 Notes aggregating the Sum of $375.00; and is hereby agreed that if this or any other note of said Series is not paid according to its full tenor and effect, together with each installment of interest as it becomes due, or within five days thereafter then the whole amount of said principal Sum of said Series, and all accrued interest thereon shall, at the election of the then legal holder thereof, become immediately due, and payable without demand Made therefor, and without notice thereof, and we jointly and Severally do 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 legal holder of the above against us or either of us for the amount that may be due, with interest at the rate therein Mentioned, and 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, and we hereby waive all Claims to a Homestead and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of said Judgment

Witness our hands and Seals W. A. Swimley (Seal)

$15.00 Forest Ohio March 21st 1896

On Nov 1st 1896 after date for Value received we jointly and Severally promis to pay Orr Brown & Price or order, Fifteen Dollars with interest at the rate of 7 per cent per annum payable Annually

15th Note

This note is the 15th of a Series of 25 Notes aggregating the Sum of $375.00; and it is hereby agreed that if this or any other note of said Series is not paid according to its full Tenor and Effect, together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of said principal Sum of said Series, and all accrued interest thereon shall, at the election of the then legal holder thereof, become immediately due, and payable without demand Made therefor, and without notice thereof, and we jointly and Severally do 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 legal holder of the above against us, or either of us for the amount that may be due, with interest at the rate therein Mentioned, and 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; and we hereby waive all Claims to a homestead: and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of said Judgment

Witness our hands and Seals W. A. Swimley (Seal)

$15.00 Forest Ohio March 21st 1896:

On Nov 15th 1896: After date for Value received we Jointly and Severally promis to pay Ora Brown
or Price or Order: Fifteen Dollars with interest at the rate of 7 per cent per annum payable annually
This note is the 16th of a Series of 25 Notes aggregating the Sum of $375.00; and it is hereby agree that if this or any
16th Note other Note of Said Series is Not paid according to its full tenor and effect together with each installment
of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal
Sum of Said Series, and all accrued interest thereon Shall, at the election of the then Legal holder
thereof become immediatly due and payable without demand made therefor, and without Notice
thereof, and we jointly and Severally do 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 legal holder of the above
against us or either of us for the Amount that May be due, with interest at the rate
therein Mentioned, and the 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; and we hereby Waive all
Claimes to a homestead and release any Dower or other Statutory rights we or either of us may
have in any real or personal estate owned by us, or either of us at the date of Said Judgment

Witness our hands and Seals W. A. Swimley Seal

$15.00 Forest Ohio March 21st 1896:

On Dec 1st 1896: after date for Value received we jointly and Severally promis to pay Ora Brown
or Price or Order: Fifteen Dollars with interest at the rate of 7 per cent per annum payable Annually
This note is the 17th of a Series of 25 Notes aggregating $375.00; and it is hereby agreed that if this
17th Note or any other note of Said Series is not paid according to its full tenor and effect. Together
with each installment of interest as it becomes due, or within five days thereafter, then the
whole amount of Said principal Sum of Said Series and all accrued interest thereon
20th Note Shall, at the election of the then legal holder thereof become immediatly due and
payable, without demand made therefor, and without Notice thereof, and we jointly and
Severally do 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 legal holder of the above against us or Either of us
for the amount that may be due, with interest at the rate therein Mentioned, and 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; and we hereby Waive all Claims to a Homestead
and release any Dower or other Statutory rights we or Either of us May have in any real or
personal Estate owned by us or Either of us at the date of Said Judgment

Witness our hands and Seals W. A. Swimley (Seal)

$15.00 Forest Ohio March 21st 1896:

On Dec 15th 1896 after date for Value received we jointly and Severally promis to pay Ora Brown
or Price or order: Fifteen Dollars with interest at the rate of 7 per cent per annum payable Annually
18th Note This note is the 18th of a Series of 25 Notes aggregating the Sum of $375.00; and it is hereby agreed that if this or any
other note of Said Series is not paid according to its full tenor and effect together with each installment of interest
as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series
and all accrued interest thereon Shall, at the Election of the then legal holder thereof become immediatly
due, and payable without demand made therefor and without notice thereof, and we jointly and Severally
do 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 legal holder
of the above against us or either of us for the amount that may be due, with interest at the rate
therein Mentioned, and the Cost of Suit; and to Waive and release any Dower or other

Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of said Judgment

Witness our hands and Seals W A Swinney (Seal)

$15.00 Forest Ohio March 21st 1896:

On Jany 1st 1897 after date for Value received we jointly and severally promise to pay Orr Brown & Price or Order: Fifteen Dollars: With interest at the rate of 7 per cent per annum payable Annually

19 "Note

This note is the 19th of a Series of 25 Notes aggregating the Sum of $375.00; and it is hereby agreed that if this or any other Note of said Series is not paid according to its full tenor and effect together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of said principal Sum of said Series, and all accrued interest thereon shall at the Election of the then Legal holder thereof become immediately due, and payable without demand made therefor, and without notice thereof, and we jointly and severally do 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 legal holder of the above against us or either of us for the amount that may be due, with interest at the rate therein Mentioned, and 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: and we hereby waive all claimes to a homestead and release any dower, or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of said judgment

Witness our hands and Seals W. A. Swinney (Seal)

$15.00 Forest Ohio March 21st 1896:

On January 15th 1897 After date for Value received we jointly and Severally promise to pay Orr, Brown & Price or Order Fifteen Dollars: with interest at the rate of 7 per cent per annum payable Annually

20 "Note

this note is the 20th of a Series of 25 Notes aggregating the Sum of $375.00; and it is hereby agreed that if this or any other note of said Series is not paid according to its full tenor and Effect, together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of said principal Sum of said Series and all accrued interest thereon shall, at the Election of the then legal holder thereof become immediatly due, and payment without demand made therefor, and without Notice thereof, and we jointly and Severally do 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 legal holder of the above, against us or Either of us for the amount that may be due, with interest at the rate therein Mentioned, and 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, and we hereby waive all Claims to a Homestead, and release any Dower or other Statutory rights we or Either of us may have in any real or personal Estate owned by us or Either of us at the date of Said Judgment

Witness our Hands and Seals W A Swinney (Seal)

Whereupon the Plaintiffs ask judgment against Said Defendant for the Sum of Two Hundred Eighty five Dollars and no Cents, with interest at 7% from the 21st day of March A.D. 1896.

H F Guinn attorney for Pl'ffs

The State of Ohio
Franklin County ss

J D Price One of the firm of Orr Brown & Price 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 Said Plaintiffs Compose and are the only Members of the firm of Orr, Brown & Price doing business in the City of Columbus Ohio

J D Price

Subscribed by J.D. Price in my presence and Sworn to by him before me this 8th day of September A.D. 1896

John Harrold Notary Public in and for Franklin County Ohio

Ore. Brown & Price
Vs
W.A. Swimley

In Court of Common Pleas
Union County SS

Defendants Answer

Answer
No 7203

And now Comes W.A. Swimley 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 Plaintiffs the holder of the Note described in Plaintiffs Petition. and against the above Named Defendant. for the Sum of Two Hundred and Ninety four 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 on the Judgment in this Case. is Hereby Waived

Sept 8th A.D. 1896

R.L. Woodburn Atty for Defendant

Ore. Brown & Price
Vs
W.A. Swimley

Entry

Entry
No 7203

This day came the Plaintiff by H.T. Guerin their Attorney 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 here 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. Confess that there is due from said Defendant to said Plaintiffs as is alleged in said Plaintiffs Petition the Sum of $294.16 It is therefore considered that said Plaintiff do recover of said Defendant the said Sum of $294.16 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 7 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

O.K. H.T. Guerin Atty for Plaintiff
R.L. Woodburn Atty for Defendant

Attest J.N. Gosnell Clerk

Pleas
Union
before
on the
Ninty
$
Union
Court of

The
Unio

Wm. &
J.D. Pri
Business
firm n
as Pr

Answ

Under
there is
Defenda
$30.50 a
$54.40
Sum of
7% per
that the

$411.50

Brown
Cent pe
this s
this or a
each in
of said p
holder th
Notice the
of us. in
Record
of us. a
for the
and to
Appeal f
Wil
$54.40

No 7200
Petition

Note

Ore Pa
with no

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said Court of the Term of September to-wit on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to-Wit on the 8th day of September A.D. 1896 Union County Common Pleas Orr Brown & Price filed in the Clerks office of the Said Court of Common Pleas the following Petition against Anna Roney to-wit

The State of Ohio } ss
Union County

Petition and Answer in Cognovit

In the Court of Common Pleas

Wm C Orr Wm C Brown & J D Price Partners doing Business as and Under the firm name of Orr Brown & Price

vs

Annie Roney

Petition

Civil Action for Money Only

No 7200
Petition

Wm C. Orr, Wm C Brown & J. D. Price. doing business as partners under Style and firm name of Orr. Brown & Price. The above Named Plaintiffs say that there is due them from Annie Roney. Defendant on Eight promissory notes made by the Defendant Annie Roney. one for $411.52 dated Aug 5th 1895. three notes dated March 2nd 1896 each for $30.50 and three notes for $6.00 each dated aug 1st 1896 and one dated the 1st day of August A.D. 1896 for $54.40. Which Notes with the Warrants of Attorney thereto Annexed. is hereto attached. the Sum of Seven Hundred Thirty Six Dollars and Ninty nine Cents, with interest thereon at 7% per annum from their respective dates. payable annually. The plaintiffs further say that they are Legal Owner and holder of Said Notes. that the Same is due and Unpaid

Note

$411.52 Columbus Ohio Aug 5th 1896

One day after date for Value received we jointly and Severally promis to pay Orr Brown & Price or order. Four Hundred & Eleven & 52/100 Dollars with interest at the rate of 7 per Cent per annum, payable Annually

This note is the ---- of a Series ---- dates aggregating ---- $----; and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and Effect. together with each instalement of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall, at the election of the then legal holder thereof, become immediately due and payable without Demand made therefor, and without notice thereof, and we jointly and Severally do 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 legal holder of the above against us or either of us for the amount that may be due with interest at the rate therein Mentioned, and Costs of Suit, and to Waive and release all errors in Said proceedings, petitions in error, and the right of Appeal from the Judgment moved by us or either of us at the date of Said Judgment

Witness our hands and Seals

Annie Roney (Seal)

$54.40 Columbus Ohio Aug 1st 1896

Four Months after date for Value received we Jointly and Severally promis to pay Orr Brown & Price or Order at Commercial National Bank. Fifty four & 40/100 Dollars with interest at the rate of 7 per Cent per annum payable Annually

Note

This note is the 4th of a Series of 4 notes aggregating the Sum of $237.40; and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full tenor and Effect togather with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall, at the Election of the then legal holder thereof, become immediatly due and payable without demand Made therefor and without Notice thereof, and we jointly and Severally do 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 becoms 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 legal holder of the above against us or either of us for the amount that may be due, with interest at the rate therein Mentioned, and for 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; and we hereby Waive all Claims to a homestead, and release any dower or other Statutory rights we or either of us May have in any real or personal Estate owned by us or either of us at the date of Said Judgment

Witness our hands and Seals 68588 Anna Raney (Seal)

$30.00 Columbus Ohio March 2nd 1896

Five Months after date for Value received we jointly and Severally promis to pay Orr, Brown & Price or Order at Commercial Natl Bank Thirty Dollars with interest at the rate of 7 per cent per annum payable Annually;

Note

This note is the 2nd of a Series of 10 notes aggregating the Sum of $300; and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full tenor and Effect, togather with each installment of interest as it becoms due, or within five days thereafter, then the Whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall at the election of the then legal Holder thereof, become immediatly due, and payable Without demand made therefor, and without Notice thereof, and we jointly and Severally do 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 the legal holder of the above, against us or Either of us for the amount that May be due, with interest at the rate therein Mentioned, and 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; and we hereby waive all Claims to a homestead and release any dower or other Statutory rights we or Either of us May have in any real or personal Estate owned by us or either of us at the date of Said Judgment.

Witness our hands and Seals 62001 Anna Raney (Seal)

$30.00 Columbus Ohio March 2nd 1896

Note

Five & One half Months after date for Value received we jointly and Severally promis to pay Orr, Brown & Price or Order at Commercial Natl Bank Thirty Dollars with interest at the rate of 7 per cent, per annum payable Annually

This Note is the 9th of a Series of 10 notes aggregating the Sum of $320; and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and Effect, togather with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall at the election of the then legal holder thereof, become immediatly due, and payable without demand made therefor, and without Notice thereof and we jointly and Severally do 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

Note

in favor of the legal holder of the above against us or either of us for the amount that may be due. With interest at the rate therein Mentioned, and 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; and we hereby Waive all Claimes to a homestead and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of Said Judgment

Witness Our hands and Seals 62415 Annie Roney

$30.00 Columbus Ohio March 2nd 1896:

Six Months after date for Value received We jointly and Severally premis to pay. Orr Brown & Price or order at Commercial Note Bank Thirty Dollars with interest at the rate of 7 per cent per annum payable Annually

Note This note is the 10th of a Series of 10 Notes aggregating the Sum of $300.00 and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and Effect together with each installment of interest as it becomes due, or within five days thereafter then the Whole amount of Said principal Sum of Said Series and all accrued interest thereon Shall at the Election of the then legal Holder thereof become immediately due and payable without demand Made therefor and without Notice thereof, and we jointly and Severally do 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 become 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 legal holder of the above against us or either of us for the amount that may be due With interest at the rate therein Mentioned, and 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; and we hereby Waive all claims to the Homestead and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of Said Judgment

Witness our hands and Seals 62416 Anna Roney (Seal)

$60.00 Columbus Ohio Aug 1st 1896:

One Month after date for Value received We jointly and Severally promis to pay Orr. Brown & Price or Order at Commercial Note Bank Sixty Dollars with interest at the rate of 7 per cent per annum, payable Annually

Note This note is the 1st of a Series of 4 Notes aggregating the Sum of $284.40; and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and Effect together with each installment of interest as it becomes due, or within five days thereafter then the whole amount of Said principal Sum of Said Series and all accrued interest thereon Shall at the election of the then legal holder thereof become immediately due and payable without demand Made therefor and without Notice thereof, and we jointly and Severally do 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 legal holder of the above against us or Either of us for the amount that may be due with interest at the rate therein Mentioned and 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; and we hereby Waive all Claims to a homestead, and release any Dower or other Statutory rights we or Either of us may have in any real or Personal Estate owned by us or Either of us at the time of Said Judgment

Witness Our hands and Seals 68530 Anna Roney (Seal)

$60.00 Columbus Ohio Aug 1st 1896:

Two Months after date, for Value received we jointly and Severally promis to pay Orr Brown & Price or order at Commercial Note Bank: Sixty Dollars: with interest at the rate of 7 per Cent per annum, payable Annually

Note This note is the 2nd of a Series of 4 Notes aggregating the Sum of $284.40; and it is hereby Agreed

that if this or any other note of Said Series is not paid according to its full tenor and Effect together with each installment of interest as it becomes due or within five days thereafter, then the whole Amount of Said principal Sum of Said Series and all accrued interest thereon Shall, at the election of the then legal holder thereof, become immediately due and payable without demand Made therefor, and without Notice thereof, and we jointly and Severally do 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 legal holder of the above against us, or Either of us for the Amount that may be due, with interest at the rate therein Mentioned, and 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; and we hereby waive all claims to a homestead and release any dower or other Statutory rights we or Either of us may have in any real or personal Estate owned by us or Either of us at the date of Said Judgment

Witness our hands and Seals. 68581 Anna Roney (Seal)

$60.00 Columbus Ohio Aug 1st 1896:

Three Months after date for Value received we jointly and Severally promise to pay Orr Brown & Price or order at Comm'l Nat'l Bank Sixty Dollars with interest at the rate of 7 per cent per annum, payable Annually;

This note is the 8th of a Series of 4. notes aggregating the Sum of $ 234.40 and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and effect, together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series and all accrued interest thereon Shall, at the Election of the then legal holder thereof, become immediately due and payable without demand Made therefor, and with out Notice thereof, and we jointly and Severally do 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 legal holder of the above, against us, or Either of us for the Amount that may be due, with interest at the rate therein Mentioned, and 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: And we hereby waive all claims to a homestead, and release any dower or other Statutory rights we, or either of us may have in any real or personal Estate owned by us or Either of us at the date of Said Judgment

Witness Our hands and Seals 68582 Anna Roney (Seal)

Whereupon the Plaintiffs ask judgment against Said Defendant for the Sum of Seven Hundred Thirty Six Dollars and Ninety Nine Cents with interest at 7% per annum payable annually from the date of Said Notes respectively

H F Guerin Attorney for Plaintiff

The State of Ohio, Franklin County ss

J D Price one of the Members of the firm of Orr Brown and Price 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 Plaintiffs are a partnership and are the only persons composing the firm of Orr Brown & Price who are doing business under Said Name in Columbus Ohio

J D Price

Subscribed by J D Price in my presence, and Sworn to by him before me this 8th day of September A D 1896

John Harrold Notary Public in and for Franklin Co Ohio

No 7200 Answer

No 7200 Entry

Note

Orr
Ann
Under
Consent
the Note
of Seve
princip
Manner
Defenda
Executio
Sept 8th
Orr, B
V
Annie
and the
of a War
waived
and b
Defend
$ 783.23
the Said
herein.
payable
and all
Atter

Orr Brown & Price
Vs
Anna Roney

In Court of Common Pleas Union County, O.
Defendants Answer

No 7200
Answer

And now come Annie Roney the above named Defendant, by the Undersigned Her 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 Notes described in Plaintiffs petition, and against the above Named Defendant, for the Sum of Seven Hundred Eighty three Dollars and Twenty five Cents, the amount Appearing due for principal and interest on said Notes, 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

Sept 8th A.D. 1896

R.L. Woodburn Attorney for Defendant

Orr, Brown & Price
VS
Annie Roney

Entry

No 7200
Entry

This day came the Plaintiffs by H.F. Guerin their Attorney, and thereupon came ..... one of the Attorney 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 Warrants of Attorney, Confess that there is due from Said Defendant to Said Plaintiffs as is alleged in Said Plaintiffs petition, the Sum of $783.25. It is therefore considered that Said Plaintiffs do recover of Said Defendant the Said Sum of $783.25 So as aforesaid Confessed to be due, together with Costs of Suit herein, to be taxed, and with interest to be Computed at the rate of 7 per centum per annum payable annually. And by Virtue of Said Warrant of Attorney, all Errors are released, and all right of Appeal, and all right to file a petition in Error are Waived

Ck H.F. Guerin Plaintiff Atty
R.L. Woodburn Defts Atty

Attest J.N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville: Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio; before the Honorable John A. Price Judge of Said Court of the Term of Sept: to-Wit: on the 8th day of Sept in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it Remembered that heretofore to-Wit on the 8th day of September A.D. 1896 Union County Common Pleas: Orr Brown & Price. filed in the Clerks Office of the Said Court of Common Pleas the following Petition against J.W. Hinds to-Wit

The State Of Ohio
Union County ss

Court of Common Pleas

No 7201
Petition

Wm C Orr Wm C Brown and J.D. Price partners as Orr Brown & Price Pltffs

VS

J.W. Hinds Deft

Petition

The Defendant on the 13th day of February A.D. 1894; Executed and delivered to Wm C Orr Wm C Brown and J.D. Price as partners doing business as Orr Brown & Price. four promisory Notes of that date, with the Warrants of Attorney annexed, the Original of which Warrants and Notes: With all the indorsements thereon are hereby attached marked: "Exhibit A" and made a part of this Petition

$150.00 Marion Ohio Feby 13th 1894:

Three Months after for Value received we jointly and Severally promis to pay Orr Brown & Price or order at Marion County Bank One Hundred and fifty Dollars. with interest at the rate of 7 per Cent per annum payable Annually

Note

This Note is the 1st of a Series of 4: Notes aggregating the Sum of $622.50/100; and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full tenor and Effect together with each installment of interest as it becomes due, or within five days thereafter. then the whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall at the Election of the then legal holder thereof. become immediatly due. and payable without demand Made therefor. and without Notice thereof. and we jointly and Severally do 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 legal holder of the above against us. or either of us for the amount that may be due with interest at the rate therein Mentioned, and 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: and we hereby waive all Claimes to a homestead. and release any Dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of Said Judgment.

Witness our hands and Seals:

J.W. Hinds (Seal)

Secured by R.E. Mortgage

$150.00 Marion Ohio Feby 13th 1894:

Four Months after date for Value received we jointly and Severally promis to pay Orr Brown & Price: or order at Marion County Bank One Hundred and fifty Dollars With interest at the rate of 7 per Cent. per annum, payable Annually

Note

this note is the 2nd of a Series of 4 notes aggregating the Sum of $622.50/100; and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full Tenor and Effect together with Each installment of interest as it becomes due, or within five days

thereafter, then the whole amount of said principal Sum of said Series, and all accrued interest thereon shall at the Election of the then legal holder thereof, become immediately due and payable without demand Made therefor, and without notice thereof, and we jointly and Severally do 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 legal holder of the above against us or either of us, for the amount that may be due with interest at the rate therein Mentioned, and 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; and we hereby waive all Claims to a homestead and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us, or either of us at the date of said judgment

Witness our hands and Seals } Secured by R.E. Mortgage } J.W. Hinds (Seal)

$150.00 Marion Ohio Feby 13th 1894:

Note — Five Months after date, for Value received we jointly and Severally promis to pay Orr Brown & Price or order at Marion County Bank One Hundred & fifty Dollars with interest at the rate of 7:

This note is the 3rd of a series of 4 notes aggregating the Sum of $622.50 and it is hereby agreed that if this or any other note of said Series is not paid according to its full tenor and Effect together with each installment of interest as it becomes due, or within five days thereafter then the whole amount of said principal Sum of said Series, and all accrued interest thereon Shall at the Election of the then legal holder thereof become immediately due and payable without demand Made therefor, and without notice thereof, and we jointly and Severally do 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 legal holder of the above against us, or either of us for the amount that may be due with interest at the rate therein Mentioned, and 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: and we hereby waive all Claimes to a homestead and release any dower or other Statutory rights we or either of us may have in any real or personal Estate owned by us, or Either of us at the date of said Judgment

Witness our hands and Seals } Secured by R.E. Mortgage } J.W. Hinds (Seal)

$172.50 Marion Ohio Feby 13th 1894:

Note — Six Months after date for Value received we jointly and Severally promis to pay Orr Brown & Price or order at Marion County Bank One Hundred & Seventy two & 50/100 Dollars with interest at the rate of 7 per Cent per Annum payable Annually

This note is the 4th of a Series of 4 Notes aggregating the Sum of $622.50; and is hereby agreed that if this or any other Note of said Series is not paid according to its full Tenor and Effect together with Each installment of interest as it becomes due, or within five days thereafter then the whole amount of said principal Sum of said Series, and all accrued interest thereon Shall, at the Election of the then legal holder thereof, become immediately due and payable without demand made therefor, and without Notice thereof, and we jointly and Severally do 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 legal holder of the above against us or Either of us, for the amount that may be due with interest at the rate therein Mentioned, and 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; and we hereby waive all claimes to a homestead. and release any down. or other Statutory rights we or either of us may have in any real or personal Estate owned by us or either of us at the date of said judgment

Witness our hands and Seals

J. W. Hinds (Seal)

Secured by R. E. Mortgage

Said Notes are unpaid. Except as shown by said indorsments, and there is now due the plaintiffs on said Notes the Sum of Four Hundred Seventy two dollars and fifty eight Cents with interest at the rate of 7 per Cent per annum, payable annually from the 18th day of February A.D. 1894; Subject to the endorsments on the note due Six Months after date

Wherefore plaintiff pray judgment against said defendant for the Sum of Four Hundred Seventy two dollars and fifty eight Cents with interest thereon from the 18th day of February A.D. 1894; at the rate of 7 per Cent per annum till paid. Subject to said endorsment and for costs of Suit

H. F. Guerin Attorney for Plaintiffs

The State of Ohio
Franklin County } ss

J. D. Price being Sworn, Says that he is a Member of the firm of Orr Brown & Price, the said plaintiff, 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

J. D. Price

Sworn to by said J. D. Price before me, and by him Signed in my presence this 8th day of September A.D. 1896;

John H Arnold Notary Public Franklin Co O

The State of Ohio
Union County } Court of Common Pleas

Orr Brown & Price
Plaintiff
vs
J. W. Hinds Defendant } Answer

No 7201
Answer

By Virtue of the warrants of attorney annexed to and 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 defendant, on said note, for the Sum of Five Hundred Seventy nine dollars and Eighty four Cents, being the amount appearing due for principal 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

R. E. Woodburn Attorney for Defendant

Orr Brown & Price
Plaintiffs
vs
J. W. Hinds Defendant } Judgment Entry $579 84

No 7201
Entry

This day Came the plaintiffs by their Attorney; also appeared in open Court. for and on behalf of said defendant. R. E. Woodburn an Attorney at-Law of this Court, and by virtue of the warrants of Attorney annexed

to the Notes 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 plaintiffs for Five Hundred Seventy Nine dollars and Eighty four cents, being the amount of the principal and interest due on Said Notes, 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 therfore considered that Said plaintiffs Recover of Said defendant the Sum of Five Hundred Seventy four dollars and Eighty four cents being the amount of Said Notes with interest computed at 7 per Cent. per Annum. payable annually from the 18th day of February A.D 1896; and also thier Costs herein Expended, Taxed at $5.00

O K H.F Guerin Plaintiffs Attorney
R.L. Woodburn Defendants Attorney

Attest J.N. Gorrell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable. John S. Price Judge of Said Court. of the Term of September to-wit on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six

Be it Remembered that heretofore to-Wit on the 4th day of September A.D. 1896 Union County Common Pleas Orr Brenon & Price filed in the Clerks Office of the Said Court of Common Pleas the following Petition against J.N. Ackerman-to-Wit

The State of Ohio Union County ss

Wm C Orr Wm C Brenon 2nd. J.D Price as partners doing business as and under the firm name of Orr Brenon & Price

vs

J.N. Ackerman

No 7202 Petition

Petition and Answer in Cognovit
In the Court of Common Pleas

Petition

Civil action for Money only

Wm C Orr. Wm C. Brenon 2nd J.D. Price doing business as and under the firm name of Orr Brenon & Price the above named plaintiffs Say that there is due to them from J.N. Ackerman Defendant on five promissory Notes Made by the Defendant. two dated Aug 5th 1895. two dated May 8th 1895. and one dated the 15th day of December A.D. 1894. which Notes with the Warrants of Attorney thereto annexed are hereto attached. the Sum of Twelve Hundred thirty five Dollars and no Cents. with interest thereon on $541.30 from august 5th 1895; on $225.00 from Dec 15th 1894; on 191.00 from Oct 28th 1895 and to date. and on $291.00 from the 8th day of May 1895 to the 28th day of Oct 1895; The Plaintiffs further Say that they are legal owners and holders of Said Notes, that the Same are due and unpaid $275.00 Columbus Ohio May 8th 1895

Note

August 1st 95. after date for Value received we jointly and Severally promis to pay Orr Brenon & Price or order Two Hundred and Seventy five Dollars with interest at the rate of 7 per cent per annum payable Annually

This note is the 2nd of a Series of 4 Notes aggregating the Sum of $1116.00 and it is hereby agreed that if this or any other note of Said Series is not paid according to its full tenor and Effect Together with each installment of interest as it becomes due, or within five days thereafter, then the Whole Amount of Said principal Sum of Said Series, and all accrued interest thereon Shall at the Election of the then legal holder thereof, become immediately due, and payable without demand Made therefor, and without notice thereof, and we jointly and Severally do 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 legal holder of the above against Us, or either of Us, for the amount that may be due, With interest at the rate therein Mentioned, and 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; and we hereby waive all Claimes to a homestead, and release any Dower, or other Statutory rights We or Either of Us May have in any real or personal Estate owned by Us or Either of Us at the date of Said Judgment

Witness our hands and Seals

J. M. Ackerman (Seal)

Note

$291.00 Columbus Ohio May 8th 1895

October 1st 1895 after date, for Value received, We Jointly and Severally promis to pay Orr, Brown & Price or order, Two Hundred Ninty one 00/100 Dollars, with interest at the rate of 7 per cent. per annum, payable annually.

This Note is the 4th of a Series of 4 notes aggregating the Sum of $1116.00 and it is hereby agreed that if this or any other Note of Said Series is not paid according to its full tenor and Effect, Together with each installment of interest as it becomes due, or within five days thereafter, then the Whole amount of Said principal Sum of Said Series, and all accrued interest thereon Shall at the Election of the then Legal Holder thereof, become immediately due and payable, Without demand made therefor, and Without Notice thereof, and we Jointly and Severally do 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 legal holder of the above against us or Either of us for the amount that May be due with interest at the rate therein Mentioned, and costs of Suit; and to Waive, and release all Error in Said Proceedings, Petitions in Error, and the right of Appeal from the Judgment rendered; and we hereby Waive all Claims to a homestead and release any Dower or other Statutory rights we or Either of us May have in any real or personal Estate owned by us or Either of us at the date of Said Judgment

$100.00 paid Oct 28. 95

Witness our hands and Seals

J. M. Ackerman (Seal)

Note

$250.00 Columbus Ohio Aug 5th 1895:

Three Months after date for Value received we Jointly and Severally Promis to pay Orr, Brown & Price or order, Two Hundred & fifty Dollars, with interest at the rate of 7 per cent. per annum payable Annually;

This note is the ___ of a Series of ___ notes aggregating the Sum of $ ___; and it is hereby agreed that if this or any other note of Said Series, is not paid according to its full tenor and Effect, Together with each installment of interest as it becomes due, or within five days thereafter, then the whole amount of Said principal Sum of Said Series, and all accrued interest thereon, Shall at the Election of the then Legal Holder thereof become immediately due and payable without demand made therefor, and without Notice thereof, and we Jointly and Severally do 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 legal holder of the above, against us or either of us for for the amount that may be due, with Interest at the rate therein Mentioned, and 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; and we hereby waive all Claimes to a homestead, and release any dower or other Statutory rights we or Either of us may have in any real or personal Estate owned by us or Either of us at the date of said Judgment.

Witness our hands and Seals

J N Ackerman (Seal)

Note

$291.00 Columbus Ohio Aug 5th 1895.

Four Months after date, for Value received we jointly and Severally promis to pay Orr Brenon & Price or order at Comm Natl Bank Two Hundred Ninty One 00/100 Dollars with interest at the rate of 7 per Cent. per annum, payable Annually.

This note is the --- of a Series of --- Notes aggregating the Sum of $------; and it is hereby agreed that if this or any other note of said Series is not paid according to its full Tenor and Effect, Together with Each installment of interest as it becomes due, or within five days thereafter, then the whole amount of said principal Sum of said Series, and all accrued interest thereon Shall at the Election of the then legal holder thereof, become immediatly due, and payable without demand made therefor, and without notice therefor, and we jointly, and Severally do 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 legal of the above, against us, or Either of us for the Amount that may be due with interest at the rate therein Mentioned, and 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: and we hereby waive all Claimes to a homestead, and release any Dower or other Statutory rights we or Either of us May have in any real or personal Estate owned by us or Either of us at the date of said Judgment.

Witness our hands and Seals

J N Ackerman (Seal)

Note

$225.00 Columbus Ohio December 15th 1894; No 55270

Sixty days after date for Value received we jointly and Severally Promis to pay Orr Brenon & Price or order at Comm Natl Bank, Two hundred and Twenty five Dollars with interest at the rate of 7 per Cent. per annum, payable Annually:

This note is the 2nd of a Series of 4 notes aggregating the Sum of $1188.00; and it is hereby agreed that if this or any other Note of said Series is not paid according to its full tenor and Effect, Together with Each installment of interest as it becomes due, or within five days thereafter, then the Whole amount of said principal Sum of said Series, and all accrued interest thereon Shall at the Election of the then legal holder thereof, become immediately due and payable without Demand Made therefor, and without Notice thereof, and we Jointly and Severally do hereby authorize any Attorney at Law to appear for us, or Either of us in an action on 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 legal holder of the above, against us or Either of us for the amount that may be due, with interest at the rate therein Mentioned, and 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, and we hereby waive all Claims to a homestead and release any dower or other Statutory rights we or Either of us May Have in any real or personal Estate Owned by us or Either of us at the date of said Judgment

Witness our hands and Seals

J N Ackerman (Seal)

Whereupon, the Plaintiffs ask Judgment against Defendant, for the Sum of Twelve hundred Ninety five Dollars and no Cents, with Interest as above Stated

H F Guerin Atty for Plaintiff

Affidavit

The State of Ohio
Franklin County ss

J D Price one of the Members of the firm of Orr, Brenon & Price 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 said Plaintiffs Compose and are the only Members of said firm

of Orr Brown & Price. and that Said firm carries on its business in the City of Columbus Ohio.

J. D. Price

Subscribed by J.D. Price in my presence, and Sworn to by him before me this 8th day of September A.D. 1896

John H Arnold Notary Public in and for Franklin Co O

Orr Brown & Price
vs
J.N Ackerman

Answer

In Court of Common Pleas

Union County ss

Defendants Answer

And now come J.N. Ackerman 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 Plaintiffs. the holder of the Notes described in Plaintiffs petition, and against the above named Defendant. for the Sum of Thirteen hundred forty nine Dollars and Eleven cents. the amount appearing due for principal and interest on Said Notes 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

Sept 8th A.D. 1896

R L Woodburn Attorney for Defendant

No 7205

Petition

Orr. Brown & Price
vs
J.N. Ackerman.

Entry

note

This day came the Plaintiff by H. F. Guerin 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 Defendant herein, and by Virtue of the Same Warrants of Attorney. confesses that there is due from Said defendant to Said Plaintiffs. as is alleged in Said Plaintiffs petition the Sum of $1349.11 It is therefore Considered that Said Plaintiffs do recover of Said Defendant, the said Sum of $1349.11 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 7 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

Entry

O.K H F. Guerin Plaintiffs Attorney
R. L. Woodburn Defendants Attorney

Attest J.N. Gamell Clerk

Answer

Herbert
vs
Annie

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio: Before the Honorable John A. Price Judge of Said Court of the Term of September Court on the 8th day of September in the year of Our Lord One Thousand Eight Hundred and Ninty Six:

Be it remembered that heretofore to-wit on the 10th day of September A.D. 1896 Union County Common Pleas: Herbert J. Roney. filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Annie Roney to-wit.

The State of Ohio
Union County ss

Court of Common Pleas

Herbert J. Roney
vs
Annie Roney

Petition

No 7205

Petition

The defendant, on the 1st day of Sept A.D. 1896 executed and delivered to Herbert J. Roney her promissory note of that date, with the warrant of Attorney annexed, true Copies of which Warrant and note. With all indorsments thereon, are hereto attached, Marked Exhibit A" and made a part of this petition

$1080.00 Columbus Ohio Sept 1st 1896:

note

One day after date for Value received I promis to pay. Herbert J. Roney or order. One Thousand and Eighty Dollars. With interest at the rate of 6. 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 interest at the rate therein mentioned and 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

Anna Roney (Seal)

Said note is unpaid, except as shown by Said indorsments, and there is now due the plaintiff on Said Note the Sum of One Thousand and Eighty dollars. with interest at the rate of 6 per Cent per annum from the 1st day of Sept A.D. 1896

Wherefore plaintiff pray Judgment against Said defendant for the Sum of One Thousand and Eighty dollars. with interest thereon from the 1st day of Sept A.D. 1896. at the rate of 6 per Cent per annum till paid. and Costs of Suit

H.T. Arthur Attorney for Plaintiff

The State of Ohio Union County ss

Herbert J Roney being Sworn, Says that he is the plaintiff. 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

Herbert J. Roney

Sworn to by Said Herbert J Roney before me and by him Signed in my presence. this 10th day of September A.D. 1896.

J N Gamell Clerk
By Jno Gamell Deputy

(Seal)

The State of Ohio
Union County ss

Court of Common Pleas

Answer

Herbert J Roney
vs
Annie Roney

Answer

By Virtue of the Warrant of Attorney annexed to, and Mentioned in the foregoing Petition, I am 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 plaintiff, against Said defendant, on Said Note, for the Sum of One Thousand and Eighty Dollars being the Amount appearing due for principal 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

J L Cameron Attorney for Defendant

Herbert J. Roney
vs
Annie Roney

Judgment Entry

No 7205
Entry

This day came the plaintiff by his Attorney; also appeared in open Court, for and on behalf of Said defendant J L Cameron 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 Thousand Eighty dollars being the amount of the principal and interest thereon 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 plaintiff recover of Said defendant the Sum of One Thousand and Eighty dollars, being the Amount of Said note with interest Computed at 6 per cent per annum from the 1st day of September A.D. 1896 and also Costs herein expended, Taxed at $ 5.00

Attest J N Gosnell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A Price Judge of Said Court of the Term of September to-wit on the 8th day of September in the year of Our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to-wit on the 7th day of September A.D. 1896 Union County Common Pleas, The Union Banking Company filed in the Clerks Office of the Court of Common Pleas, The following Petition against Thadius Wood & Amos Burris to-wit

No 7196
Petition

The State of Ohio Union County ss

The Union Banking Company Plaintiff
vs
Thadius Wood and Amos Burris Defendants

Petition and Answer in Cognovit

In the Court of Common Pleas
Petition

The plaintiff Says That it is a duly incorporated Company under the laws of Ohio, doing a general Banking business in Marysville Union County Ohio. This its action is founded upon a promissory note of which the following is a copy with all the credits and indorsements thereon

$100- Marysville O January 10th 1896

Ninty days after date for Value received, we, or either of us promis to pay to the Union Banking Company or Order at the Banking House of Said Company at Marysville

Marysville Ohio. One hundred dollars with interest at 8 per cent 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 Union 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 ----- day of ----- A D 1896

Thadius Wood

Amos Burris

There is due to plaintiff from the Defendants on said Note the Sum of One hundred three 26/100 Dollars which it claims with interest from the 7th day of September A.D. 1896 at 8 per cent per annum, and for which, with costs of Suit it asks Judgment against the Defendants

J. H. Kinkade Attorney for Plaintiff

The State of Ohio Union County ss

J. H. Kinkade being Sworn, Says that he is attorney for the above named Plaintiff, that this action is for Money only, and the said Note is in his possession, and that the facts Stated and allegations in said petition are, as affiant believes, true

J. H. Kinkade

Sworn to before me, and Signed in my presence this 7th day of September A.D. 1896

J N Gosnell Clerk of Court

By Jno A Gosnell Deputy

The Union Banking Company Plaintiff
Against
Thadius Wood and Amos Burris Defendants

Answer

No 7194

Answer

The Defendants, Thaddeus Wood and Amos Burris by J. E. Griffith Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the Note Sued on in this Suit, and which note, with the accompanying Warrant of Attorney, is produced and Shown to the Court, and filed herewith, Now Come and Waive the Issuing and Service of process in this action, and Hereby enter their appearance herein; and said Defendants by J. E. Griffith, Said Attorney duly authorized as aforesaid Say that they Cannot gainsay or resist the facts Stated, and allegations in the petition of Plaintiff herein filed against them, but acknowledge and Confess the Same to be true, and Say that they are indebted to the Plaintiff on the said Note in Manner and form as the Plaintiff has in its Petition Set forth, and that the amount due upon said indebtedness at this day is the Sum of One hundred Three 26/100 Dollars bearing interest at 8 per cent per annum, and therefore, for that Sum, with interest from Sept 7th 1896 at 8 per Cent per annum and accruing Costs, they Confess Judgment in favor of the Plaintiff, and Waive, and release all Errors in this proceeding and said Judgment, and all proceedings, Petitions and writs of Error therein

J. E. Griffith Attorney for Defendant

The Union Banking Company Plaintiff
against
Thaddeus Wood and Amos Burris Defendants

No 7194

Entry

Entry

Judgment by Confession for $103 26

This day came the plaintiff by J. H. Kinkade Attorney, and filed its Petition against said Defendants, and thereupon J. E. Griffith an Attorney at Law

of this Court, by Virtue of a Warrant of Attorney for that purpose, duly executed by Said defendants now produced in Open Court, proven Sheron to the Court and filed with the Clerk thereof, appeared in open Court in behalf of the Said Defendants. Waived the issuing and Service of process, Entered the appearance of Said Defendants herein, and acknowledged that Said Defendants did owe, and were indebted unto the Plaintiff as it has in its petition alleged by Virtue of Said Warrant of Confession that there was due from Said Defendants to Said Plaintiff on Said indebtedness the Sum of One hundred three 24/100 Dollars bearing interest at 8 per Cent. per. per annum. and that Said plaintiff ought to recover of Said Defendants a judgment for that Sum. It is therefore considered by the Court here that the Said, The Union Banking Company Plaintiff do recover of the Said Thaddeus Wood And Amos Burris Defendants the Sum of One hundred and three and 24/100 Dollars So confessed, as aforesaid with interest from September 8th 1896. at 8 per Cent. per annum, and also Costs in its behalf Expended taxed to $5.00 and by Virtue of Said Warrant of Attorney all errors in this action, Judgment and proceedings, and all proceedings, petitions, and writs of Error thereon, are by Said Defendant waived and released.

Attest J. N. Gasnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio Before the Honorable John A. Price Judge of Said Court of the Term of September to-Wit on the 8th day of September in the year of Our Lord One Thousand Eight hundred and Ninety Six

Be it remembered that heretofore to-Wit on the Eighth day of September A.D. 1896 Union County Common Pleas Peter Hausen, filed in the Clerks Office of Said Court of Common Pleas the following Petition against Haze Leffler et al to-Wit

Peter Hausen Plaintiff
V.S.
Haze Leffler, C.L. Kirkpatrick
Geo. Fisher and Charles Cline
Defendants

Petition of Cognovit
Court of Common Pleas of Union County Ohio

Petition No 7199

Plaintiff says that this action is founded upon a promissory Note of Which the following is a copy, with all credits and indorsements thereon

No 7199

"$150.00 Kenton Ohio June 15th 1895. Fourteen Months after date for Value received we jointly and severally promis to pay Peter Hausen or order: One Hundred and fifty Dollars, with interest until paid, at the rate of Eight per Cent per annum, and we do hereby waive protest and notice thereof, and authorize and empower any Attorney at Law, in the State of Ohio or elsewhere, in our name and behalf, or in the name or behalf of any or either of us, to appear before any Court of Record, or any Justice of the Peace, in Said State of Ohio, or elsewhere, at any time after this Obligation becomes due, and waive process and Service thereof, and confess Judgment against us or any of us, in favor of the payee or legal holder, endorsee or assignee of Said Note for the amount that may appear to be due thereon for principal and interest, damages and costs of Said, releasing all errors in the Judgment So confessed and waiving all right of benefit and Appeal, and any and all proceedings to set aside vacate open, Suspend, or release Such Judgment, or any Execution issued for the Collection Hereof

Haze Leffler (Seal)
C L Kirkpatrick (Seal)
George Fisher (Seal)
C Cline (Seal)

Petition

No 7199

Union

No 7199

Entry

Credits: Sept 4th 1896: Received on within note $2.00 "

there is due plaintiff from defendants on said note the Sum of One Hundred and Sixty two Dollars for which he Claims. With interest from the 5th day of September A.D. 1896 at 8% per annum. and for which with costs of Suit he asks Judgment against the defendants

J.C. Biggs Attorney for Plaintiff

The State of Ohio Union County ss

J.C. Biggs being duly Sworn says that this action is founded upon a written instrument for the payment of Money only. Now in his possession. and that the allegations set forth in the foregoing instrument is true as he believes

J.C. Biggs

Sworn to and Subscribed before me this 8th day of September 1896

J.N. Gaskill Clerk
By Jno A Gosnell Deputy

Peter Houser Plaintiff
VS
Haze Leffler C.L. Kirkpatrick
Geo Fisher 2d Charles Cline
Defendants

Court of Common Pleas Union County Ohio

No 7199

Answer

Answer

The Defendants. Haze Leffler. C.L. Kirkpatrick. George Fisher and Charles Cline by Thomas Reed. Attorney. and an Attorney at Law of Record in this Court duly authorized therefor. by the Warrant of Attorney Embraced in the Note Sued on in this Suit. and which Note. With the accompanying Warrant of Attorney. is produced and Shown to the Court. and filed herewith. Now. Comes. and waives the issuing. and Service of process in this action. and hereby enter their appearance herein; and Said Defendants by. Thomas. Reed. Said Attorney duly authorized as aforesaid. Says that they cannot gainsay. or resist the facts Stated. and allegations in the petition of Plaintiff herein filed against them. but acknowledges and confesses the Same to be true, and Says that they are indebted to the. Plaintiff on the Said Note in the Manner and form as the Plaintiff has in his Petition set forth. and that the Ammount due upon said indebtedness at this day is the Sum of One Hundred and Sixty two Dollars. bearing interest at 8 per Cent. per annum. and therefore for that Sum. with interest from September 5th 1896 at 8. per Cent per annum and accruing Costs. they confess a Judgment in favor of the Plaintiff and waive and release all errors in this proceeding. and Said Judgment. and all proceedings. petitions. and Writs of Error therein.

Thomas Reed Attorney for Defendants

Peter Houser Plaintiff
VS
Haze Leffler C.L. Kirkpatrick
Geo. Fisher 2d Charles Cline
Defendants

No 7199

Entry

Entry

Court of Common Pleas Union County Ohio

Judgment by Confession for $162.00

This day came the Plaintiff by J.C. Biggs Attorney and filed his Petition against Said Defendants. and thereupon. Thomas Reed. an Attorney at Law of this Court by virtue of a Warrant of Attorney for that purpose. duly executed by Said Defendants now produced in open Court. proven Shown to the Court. and filed with the Clerk thereof. Appeared in open Court in behalf of the Said Defendants. Waived the issuing and Service of process. entered the appearance of Said Defendants herein, and acknowledging. that Said Defendants did owe. and was indebted unto the Plaintiff as he has in his petition alleged by Virtue of Said Warrant of Attorney. confessed that there was due from Said Defendants to Said plaintiff on Said indebtedness the Sum of One Hundred and Sixty two Dollars bearing

interest at 8 per cent per annum, and that said Plaintiff ought to recover of said Defendants a Judgment for that Sum, It is therefore Considered by the Court here that the said Peter Houser, Plaintiff do recover of the said Haze Leffler, C.S. Kirkpatrick Geo Fisher and Charles Cline, Defendants the Sum of One Hundred and Sixty two Dollars so Confessed, as aforesaid with interest from Sept 5th 1896, at 8 per cent, per annum, and also Costs in his behalf Expended taxed at $6.31 and by Virtue of said Warrant of Attorney, all errors in this action, Judgment and proceeding, and all proceedings petitions and writs of error thereon are by said Defendants waived and released.

Sheriff's Sale

Peter Houser
vs
Haze Leffler et al

Union Common Pleas Court Case No 7199

By Virtue of an Execution to me directed from the Court of Common Pleas of Union County Ohio, I will offer at public Sale at the Residence of Haze Leffler, in Richland Township, Logan County Ohio, on Friday September 25 1896 at about the hour of 9 O'Clock A.M. on said day the following described goods and chattels to-wit. Two gray Mares, One bay Mare One blind horse One brindle Cow One wide tire Wagon One Top buggy, one set Single light harness one set Double work harness

No 7199
Notice of Publication

Terms of Sale Cash

John C Sullivan Sheriff of Logan County

J C Briggs Attorney Sept 15th 1896 25

State of Ohio Logan County ss

J Q A Campbell being Sworn Says the annexed Notice was published for two Consecutive weeks in the issue of September 15th, 22 - 1896 in the Bellefountain Republican" a newspaper printed and of general Circulation in said County

J Q A. Campbell

Sworn to and Subscribed before me, by the said J Q A Campbell this 3rd day of October A.D. 1896

Exhibit "A"

(Seal)

James A Oder Notary Public

Attest J N. Gasnell

Pleas Co
in the Com
John A.
of Novemb
Be it
Common
following

The State
Union C

The Famou

Hy Cas Wo
Wood; Def

of the State
Catharine
of October
Marked "E
with interest
Says that in
$ 880 00

One f
Bank. Or

And we
appear for
the State of
against us.
with Eight
of Suit and
Witness our

Whereupon
Dollars and
A.D. 1896.

The State of
Union Com

Petition to
Under the

Sworn to

No 7232
Petition

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said Court of Common Pleas of the term of September to wit on the 16th day of November in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to wit on the 16th day of November A.D. 1896 Union County Common Pleas; The Farmers Bank filed in the Clerks Office of the Court of Common Pleas the following Petition against Hylas Wood and Cathrine Wood to-Wit

The State of Ohio
Union County ss

Petition and Answer in Cognovit
Court of Common Pleas

The Farmers Bank Plaintiff
vs
Hylas Wood & Cathrine Wood Defendants

Civil action for Money Only

Petition

The Plaintiff Says that it is a Corporation duly organized under the Laws of the State of Ohio. and the above named Plaintiff says that there is due to it from Hylas Wood and Catharine Wood. Defendants on a promissory Note made by the Defendants. dated the 22nd day of October A.D. 1896: Which Note with the Warrant of Attorney thereto annexed is hereby attached. Marked "Exhibit A." and Made a part of this petition the Sum of Eight Hundred Dollars and no Cents with interest thereon at Eight per Cent per annum from the 22nd day of October A.D. 1896: The Plaintiff further Says that it is the legal owner and holder of Said Note. that the Said Sum is due and unpaid.

No 7232 Petition

$800 00 Marysville Ohio Oct 22nd 1895

Exhibit "A"

One year after date as principal debtors we Jointly and Severally promis to pay to The Farmers Bank. or order at its Office in Marysville. Eight Hundred Dollars for Value received

And we hereby dispence 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 appeal in this behalf

Witness our Hands and Seals this 22nd day of Oct: 1895

Hylas Wood (Seal)
Catharine Wood (Seal)

Mortgage Note

Whereupon. the Plaintiff asks Judgment against Said Defendants for the Sum of Eight Hundred Dollars and no cents with interest at Eight per Cent. per annum from the 22nd day of October A.D. 1896. and costs of Suit

John M. Brodrick Attorney for Plaintiff

The State of Ohio
Union County ss

Charles W. Southard the Cashier of the Farmers Bank. The above named Plaintiff being duly Sworn. Say that he believes the Statements in the foregoing Petition to be True. He further Says that the Said Plaintiff is a Corporation duly organized Under the Laws of the State of Ohio.

Charles W. Southard

Sworn to before Me and Signed in My presence this 16" day of November A.D. 1896:

J. N Gosnell Clerk
By Jno Gosnell Deputy

The Farmers Bank
VS
Hylas Wood and
Catharine Wood

No 7232

Answer

Court of Common Pleas Union County Ohio

Answer of Defendant

Hylas Wood and Catherine Wood 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 Eight Hundred and Four Dollars and Twenty 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 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
November 16" 1896

J. E. Griffith Attorney for Defts

The Farmers Bank
VS
Hylas Wood and
Catharine Wood.

Entry

This day came the Plaintiff by John M. Brodrick Attorney and thereupon came J. E. Griffith 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 $804.27.

It is therefore Considered that Said Plaintiff. do recover from Said Defendants the Said Sum of $804.27 So as aforesaid Confessed to be due, together with Costs of Suit herein. to be taxed. and with interest to be Computed at the rate of Eight per 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. N Gosnell Clerk

No 7118

Petition

Pleas continued and held at the Court House in Marysville. Within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable. John A. Price Judge of Said Court. of the Term of September to-Wit on the 22nd day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six

Be it remembered that heretofore to-Wit on the 1st day of June A.D. 1896 Ruben F. Miller filed in the Clerks Office of the Said Court of Common Pleas. the following Petition against Adolphus H. Moore et al To-Wit

Ruben F. Miller. Plaintiff
--VS--
Adolphus H. Moore. Luella Moore
William G Snodgrass. The Peoples
Bank of Marysville Ohio. and
L. E. Morton Defendants

No. 7118

Petition

Common Pleas Court
Union County. Ohio.

Petition

The plaintiff. Ruben F. Miller. complains of the Defendant herein. and. Says; That Adolphus H. Moore. Dolph H. Moore and D. H Moore complained of herein. is one and the Same person.

First Cause of Action: The defendant Adolphus H. Moore is indebted to the plaintiff in the Sum of Twelve Hundred and Sixty-Two and 29/100 Dollars ($1262.29). with interest at Seven per Cent per annum. payable annually. from the 10th day of August A. D. 1891. on a promissory Note of which the following is a Copy; there are no Credits or Endorsements. Thereon,

$1262.29 August 10th 1891."

Two years after date. I We or Either of Us promise to pay to the order of R. F. Miller, Twelve hundred and Sixty-Two and 29/100 dollars. with 7% from date payable annually
Value received

D. H. Moore

Second Cause of Action:

For his Second Cause of action herein plaintiff Says that on the 10th day of August A.D. 1891, and to Secure the payment of Said Note above described. the defendant Adolphus H Moore did. together with his Wife. the defendant Luella Moore. who released her dower therein. duly executed and delivered to plaintiff his Mortgage Deed. Conveying the following premises. Situate in the County of Union. in the State of Ohio. and in the Township of Taylor. and part of Virginia Military Survey No. 14632. described as follows; Beginning at a Beech. South Easterly Corner of a Lot of land deeded to John H. Scott. Witness a Beech; Thence with the line of Said Lot South 80 degrees West 166 poles to the South Westerly Corner of Said Lot to a Beech. Ash and Sugar; Thence South 8 degrees 35 Minutes East 96 poles to an Ash and Lynn; Thence North 80 degrees East 166 poles to an Elm; Thence North 7 degrees 20 Minutes West 96 poles to the beginning. Containing 100 acres more or less. and being the Same tract of land Conveyed to Jonathan Moore by William Scott and wife by Deed dated November 30th 1858. and recorded in Book 22 page 472. of the Records of Deeds of Union County Ohio. to which reference is here made.

Said Mortgage was conditioned that if the Said Dalph H. Moore Shall pay or Cause to be paid unto the Said R. F. Miller his heirs and assigns. his certain Note of even date herewith calling for Twelve Hundred and Sixty-two and 29/100 Dollars. with interest at 7% from date. payable annually. due August 10th 1893. Then these presents Shall be Void. otherwise to be and remain in full force.

On the 12th day of August A.D. 1891. at 8:40 O'Clock A.M. Said Mortgage was duly left for record at the Recorders Office of Union County. Ohio. and was duly recorded in Mortgage Book No. 30. Page 621. of his Records.

Said Mortgage is Wholly Unsatisfied and is now a Valid and Subsisting lien Upon Said premises. Said defendant. Dolph H. Moore. Not having paid the amount Secured by Said Mortgage. as required by the Conditions thereof. Whereby Said Mortgage deed has become absolute.

The defendants. William G. Snodgrass the Peoples Bank of Marysville Ohio. and L. E. Wharton have or claim. Some lien or interest in Said premises. but plaintiff avers that the same is Subordinate to plaintiffs Claim. and plaintiff ~~asks~~ that they be Compelled to Set the Same up. or be forever Cut off from asserting the Same.

Wherefore. the plaintiff asks judgment against the defendand Adolphus H. Moore. in the Sum of twelve hundred and Sixty-two. and 22/100 dollars ($1262.22). With interest from the 10th day of August 1891, at the rate of Seven per Cent. per annum: that the defendants. Adolphus H. Moor and Luella Moore may be foreclosed of all equity of redemption or other interest in Said Mortgaged premises: That the Said William G. Snodgrass, The Peoples Bank of Marysville Ohio, and L. E. Morton may be required to answer Setting up Whatever lien or Claim they may have as to Said premises, or be forever barred: That Said premises may be Sold according to law, and out of the proceeds thereof, the plaintiff may be paid the amount adjudged to be due him on Said Note and Mortgage, with interest and Costs of Suit: and that Said defendant Adolphus H. Moore may be adjudged to pay any deficiency which may remain after applying all the proceeds of the Sale of Said premises to the Satisfaction of Said debt. and for Such other relief as may be just and Equitable.

Voorhees & Voorhees. Attorney for Plaintiff

State of Ohio Franklin County ss

Reuben F. Miller plaintiff in the above Entitled Cause. being first duly Cautioned and Sworn Says. that the facts Stated and allegations Contained in his foregoing petition are true as he Verily believes.

Reuben F. Miller

Sworn to before me. and Subscribed in my presence this 29th day of May A.D. 1896

Chas J Slauffer Notary Public Franklin Co Ohio

No 7118
Precipe

Reuben F. Miller ----Plaintiff
--VS--
Adolphus H Moore; Luella Moore; William G. Snodgrass; The Peoples Bank of Marysville Ohio and L. E. Wharton ----- Defendants

Common Pleas Court
Union County Ohio

Precipe

To the Clerk

Issue Summons on the above parties defendants returnable according to law: Action for foreclosure of Mortgage and personal judgment Amount Claimed $1262.22 with interest from August 10th 1891

Voorhees & Voorhees Attorney for Plaintiff

No 7118
Waiver

Reuben F. Miller ------ Plaintiff
--VS--
Adolphus H Moore Luella Moore William G. Snodgrass. The Peoples Bank of Marysville Ohio; and L. E. Wharton ----- Defendants

Common Pleas Court
Union County Ohio

Waiver of Summons

We the undersigned parties defendant in the above entitled cause. do hereby waive the issuing and Service of Summons herein. and do

7118
Return

hereby ac

Dated this

On the 1

The State of
Union C

The Peoples
Court of
on the petit

Jan

And on
The State
Union C

Sheriffs F

Service $1 K
Mileage
Copy
Total

by handin
who is Co

Reuben F

Adolphus H

plaintiff. a
D. H. Moo
Luella M
of Summ
defendan
and legal
are in def
confessed
Adolphus
the first a
the Cou
Adolphus
F. Miller
and bein

Sh

No 7118
Entry

hereby valuntarily enter our appearance herein as such defendants

D.H Moore Wm G. Snodgrass
Luella Moore L. E. Wharton

Dated this 3 day of June A.D. 1896

On the 1st day of June A.D. 1896 the following Summons was issued to-wit

The State of Ohio
Union County ss

Summons

To the Sheriff of Union County: You are hereby Commanded to notify The Peoples Bank of Marysville Ohio: That they have been Sued by Reuben F. Miller in the Court of Common Pleas of Union County, and Must answer by the 4th day of July A.D. 1896. or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly

You will make due return of this Summons on the 15th day of June A.D. 1896

(Seal)

Witness my hand and the Seal of said Court this 1st day of June A.D. 1896

J N Gasnell Clerk

And on June 8th A.D. 1896 the following Sheriffs return on Summons was made and filed to-wit

7118 Return

The State of Ohio
Union County ss

Sheriffs Return

Sheriffs Fees		
Service & Return		50
Milage		16
Copy		15
Total		81

Received this writ June 1st A.D. 1896 at 4 o'clock P.M. and Served Same by handing a true Copy of this writ with the indorsements thereon to C.S. Chapman personaly who is Cashier of the Peoples Bank of Marysville Ohio on the 8th day of June. 1896

Wm G. Snodgrass Sheriff

Reuben F. Miller --- Plaintiff
VS
Adolphus H Moore et al --- Defendants

Common Pleas Court Union County Ohio

No 7118

Entry

No 7118 Entry

This cause now coming on for hearing on the petition of plaintiff and the evidence, the Court find that Adolphus H Moore. Dolph H. Moore, and D.H. Moore, herein, is one and the same person: that the defendants Adolphus H. Moore, Luella Moore. William G. Snodgrass. and L.E Morton Waived the issuing and Service of Summons herein, and did Voluntary enter their appearance herein as Such defendants; and that the defendant. The Peoples Bank of Marysville Ohio. has been duly and legally Served with Summons in this case. and that each and all of said defendants 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. Adolphus H. Moore, on the promissory note set forth in the petition. with interest to the first day of this Term, the Sum of $1765.00

The Court further find that in order to Secure the payment of said note, the defendants Adolphus H. Moore and Luella Moore. his wife. Executed and delivered to said Reuben F. Miller the plaintiff. their certain Mortgage deed conveying the following premises, and being the same premises set forth and described in plaintiffs petition herein to-wit

Situate in the County of Union. in the State of Ohio. and in the Township of Taylor

and part of Virginia Military Survey No. 14632. described as follows: Beginning at a Beech. South Easterly Corner of a lot of land deeded to John H. Scott. Witness a Beech: Thence with the line of said lot South 80 degrees. West 166 poles to the South Westerly Corner of said lot to a Beech. Ash and Sugar: Thence South 8 degrees 35 Minutes East 96 poles to an Ash and Lynn: Thence North 80 degrees E 166 poles to an Elm: Thence North 7 degrees 20 Minutes West 96 poles to the beginning. Containing 100 acres More or less. and being the same tract of land Conveyed to Jonathan Moore by William Scott and Wife by deed dated Novembr 30th 1858. and recorded in Book 22 page 472. of the Records of deeds of Union County Ohio. to which reference is here made: That said Mortgage was duly recorded in Book No. 30. page 621. of the records of Mortgages of Union County, Ohio. 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 further appearing to the Court that the defendants William B. Snodgrass and L. E. Wharton have each of them duly entred their appearance in this case. and that the defendant. The Peoples Bank of Marysville Ohio. has been duly and legally served with Summons in this case, and that each of said defendants is in default for answer and demurrer: It is therefore ordered, adjudged and decreed by the Court. That said defendants. William B. Snodgrass. L. E. Wharton, and the Peoples Bank of Marysville Ohio Each of them be forever barred from setting up or asserting any right. title or interest in and to the said property described in the Petition herein, by reason of any Judgment. lien. Mortgage. or any other lien or claim Whatsoever.

It is therefore considered, ordered and adjudged by the Court that the Plaintiff recover from the defendant Adolphus H. Moore the said Sum of $1765 & and his costs herein expended.

And it is further ordered. adjudged and decreed by the Court that Unless the defendant Adolphus H. Moore Shall within three (3) 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 7th day of September A.D 1896 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 County, Ohio. directing him to appraise. advertise. and Sell said premises as upon Execution. and report his proceedings to the Court for further Orders.

And on Motion of the Plaintiff, and for good cause Shown. Advertisement of Sale in a German Newspaper is hereby dispensed with

Dated this 22nd day of September A.D 1896:

Approved Voorhees & Voorhees
Attorneys for Plaintiff

Attest J. N. Gaskell Clerk

No 7155
Petition

No 7155
Summons

Pleas Continued and held at the Court House in Marysville Within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable John A. Price. Judge of Said Court. of the Term of September to-wit on the 14th day of September in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore to-wit. on the 24th day of July A.D. 1896: S. A. Cherry filed in the Clerks Office of the Said Court of Common Pleas. the following Petition against C.L. Leace. et. al. to wit

S. A. Cherry Plaintiff
Against
C.L. Leace Nd S. Grafton as C.L. Leace & Co. Defendants

In the Court of Common Pleas of Union County: Ohio

Petition

No 7155 Petition

the plaintiff Says: that the defendants. C.L. Leace and S. Grafton are partners. doing business in the State of Ohio. Under the firm name and Style of C.L. Leace & Co

That this action is founded upon a Writen instrument for the payment of Money. of Which the following is a copy

$449 24/100 Oct 9th 1895

Six Months after date we promis to pay to the order of S. A. Cherry Four Hundred and Forty Nine 24/100 Dollars at Bank of Marysville. Marysville O

Value received

C.L. Leace & Co

There are no Credits or indorsments on Said Note.

There is due and remaining Unpaid Upon Said Note from Said defendants to Said Plaintiff. the Sum of Four hundred and Forty Nine and 24/100 Dollars. with interest at Six per Cent thereon from April 9th 1896.

Plaintiff therefore asks Judgment against Said defendants for Said Sum of Four hundred and Forty Nine and 24/100 Dollars with Six per Cent interest thereon from April 9" 1896.

John M. Brodrick Attorney for Plaintiff

The State of Ohio
Union County ss

S A Cherry the plaintiff being affirmed Says that the facts Stated in the foregoing petition are as affiant believes true

S. A. Cherry

Affirmed by Said S. A. Cherry before me and Signed by him in my presence this 24th day of July A.D. 1896:

(Seal) Arthur C Longbrake Notary Public Union County Ohio

I hereby Waive the issuing and Service of Summons. and enter my appearance herein this 24" day of July A.D. 1896

S Grafton

Clerk Issue Summons for the defendant C.L. Leace to the Sheriff of Hardin County Ohio returnable according to law. Indorse: Money only. Amount Claimed $449 24 at Six per cent interest from April 9" 1896:

John M. Brodrick Attorney for Plaintiff

The State of Ohio
Union County ss

Summons

No 7155 Summons

To the Sheriff of Hardin County: You are commanded to Notify C.L. Leace that he has been Sued by S. A. Cherry in the Court of Common Pleas of Union County. and Must answer by the 22nd day of

August A.D. 1896; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly

You will Make due return of this Summons on the 8th day of August A.D. 1896.

Witness my hand and ~~seal~~ Seal of said Court this 24th day of July A.D. 1896

J N Gaswell Clerk.

(Seal)

Sheriff's Return

The State of Ohio } ss
Union County }

Sheriffs Fees:		
Service & Return		60
Milage	2	50
Copy		25
Total	3	35

Received this writ July 25th A.D. 1896; at 9:30 O'clock A.M. and Served Same by leaving at the residence of the within named D.S. Grease, a certified Copy of this writ with all the endorsements thereon

S A Busley Sheriff
By F.M. Morrison

No 7155

Entry

S.A. Cherry
VS
D.S. Grease et al

Entry

This day this cause came on for hearing on the petition and the Evidence the defendant being in default for answer and demurrer; the Court find the allegations of the petition are confessed to be true, and that there is due from the defendants to the plaintiff on the Note Set forth in plaintiffs petition herein the Sum of Four hundred and Sixty and 32/100 Dollars with Six per cent interest from September 7th 1876;

It is therefore considered and adjudged by the Court that the plaintiff recover of said defendant the said Sum of Four Hundred and Sixty 32/100 Dollars, with Six per cent interest thereon from September 7th 1896, and his costs herein taxed at $9.02 and Execution is awarded therefor

Brodrick for Plaintiff

Attest J. N. Gaswell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable John A. Price. Judge of Said Court. of the Term of September to-wit on the 6th day of October in the year of our Lord One Thousand Eight Hundred and Ninty Six.

Be it Remembered that heretofore to-Wit. on the 4th day of August A.D. 1896. A.J. Whitney filed in the Clerks Office of the Said Court of Common Pleas. the following Petition against William H. Carnes et. al.

A.J. Whitney Plaintiff
V.S.
William H Carnes
Caroline Carnes
Jefferson W. Severe
Nancy E. Severe
Chas W. Donnegan
Rebecca V. Donnegan
Defendants

Court of Common Pleas
Union County Ohio:

Petition

The plaintiff alleges that on the 13th day of April 1892. one William H. Carnes Made and delivered to the plaintiff. Seven promissory Notes of $50.00 each. four of Which have been Satisfied. and the three remaing Notes are in the Words and figures following

$50.00 Marysville O April 13th 1892

Three years after date I Promise to pay to the Order of A.J. Whitney fifty dollars. at 8 per cent interest from date payable annualy Value received
William H Carnes

Endorsed" Nov 21st 1894 Interest on within paid to date.

$50.00 Marysville O April 13th 1892

Four years after date I. promise to pay to the Order of A.J. Whitney fifty dollars at 8 per cent interest from date payable annually Value received
William H Carnes;

Endorsed Nov 21st 1894: Interest paid on within to date

$50.00 Marysville O April 13th 1892;

Five years after date I promise to pay to the Order of A.J. Whitney fifty dollars at 8 per cent interest from date interest payable annually Value received
William H. Carnes;

Endorsed Nov 21st 1894; Interest on within paid to date.

To Secure the payment of Said Notes the Said William H. Carnes and Caroline Carnes executed and delivered to the plaintiff a Mortgage deed. and thereby Conveyed to the plaintiff the following real Estate Situated in the Township of Claibourne County of Union. and State of Ohio; and Survey No. 6107 Beginning at a Stake in the Center of the Richwood and Bakes Creek Road. and N.W Corner of a lot of land. Containing One acre Conveyed by John Bill and Mary Bill to S.P.G. Brown Nov 9th 1883; Thence with the N line of Said lot S 81° E 17 25/100 poles to a Stake N.E. Corner to Said lot; Thence N 15° 15' W 21 80/100 poles to a Stake in the Center of Said Richwood and Bakes Creek Road; Thence with the Center of the Same S 15° 15' E 19 60/100 poles to the beginning Containing two acres More or less; Which deed has the following Condition; Provided always and these presents are upon this condition, That if the Said William H. Carnes Shall pay or Cause to be paid unto the Said A.J. Whitney the just and full ammount of his 7 promissory Notes executed with even date herewith. according to the terms thereof as follows. Said Notes dated April 1st 1892; bearing interest at the rate of 8. per cent interest payable annualy. and being

for $50" each and due respectoly: April 1st 1893. April 1st 1894. April 1st 1895. April 1st 1896. April 1st 1897. April 1st 1898 and April 1st 1899; Then these presents Shall be Void. Otherwise to be and remain in full force and Vietue= Said Mortgage was duly presented for record at the Union County Recorders Office April 16th 1893; and recorded in Record of Mortgages Vol 26 page 336.

Subsequent to Said recording of Said Mortgage the Said J.W. Severe claimes to have purchased of the Said William H Carnes and Wife their equity of redemption in Said property. but no deed of Said purchase appears of record= Afterwards the Said J.W. Severe conveyed a deed of Said equity of redemption to Hall who afterward conveyed it to Chas W. Donnigan but none of Said Conveyance appears of record

the Said J.W. Severe and N.E. Severe and Chas W. Donnegan and Rebecca J. Donnegan are made defendants herein;

The Said three notes above Copied have not been paid nor any part of them except the interest as thereon by the Said endorsements as required by the condition of Said Mortgage whereby Said Mortgage deed has become absolute and there is now due on Said indebtedness the Sum of $ with interest from the 21" day of November 1894 at 8 per cent payable annually: The plaintiff Says that Said Real Estate is not of Sufficient Value to pay Said indebtedness exclusive of the part now Claimed by the Said Chas W. Donnegan and Rebecca J. Donnegan

Wherefore the plaintiff prays that an accent may be taken of the amount due the plaintiff on Said notes and Mortgage. that the Said defendants may be foreclosed of all Equity of redemption or other interest in Said Mortgaged premises. and that Said premises be Sold according to law and out of the proceeds thereof the plaintiff be paid the amount adjudged to be due him on Said notes and Mortgage with interest and Costs of Suit. and for Such other and equitable relief as may be just and proper

James E. Robinson Attorney for plaintiff

The State of Ohio Union County ss }

James E Robinson being Sworn Says that he is Attorney for the plaintiff in the above action; That Said action is founded upon a writen instrument for the payment of Money; that Said writen instrument are in his possession; That he believes the facts Stated and allegations made in the foregoing petition to be true

James E. Robinson

Sworn to and Subscribed before me this 8th day of August 1896

(Seal) J.N. Gasaway Clerk

The following Waiver appearing upon the above Petition

I hereby enter my appearance herein and waive Service of Summons

C H Carnes by James E. Robinson his Attorney

August 22nd 1896: The following precipe was filed

No 7173 Precipe

A.J. Whitney
vs
Wm H Carnes et al

Clerk of the Court: Issue Summons directed to the Sheriff of Marion County for Jefferson W Severe and Nancy E Severe Defendants in the above cause and Make the Same returnable according to law. James E Robinson Atty for Plaintiff

Costs guaranteed by Pltfs atty

No 7173 Summons and Waiver

On Aug
returned

The State
Union Co.

William
in foreclo
Answer by
as true. an

On Augu
returned

The State
Union

W. Donnig
of a Mortg
5th day of S
Judgmen
A.D. 1896;

We t
day of Aug

On Au
Summons
The State of
Union Co

No 7173 Summons

E Severe e
and Mar
plaintiff

On August 8th 1896 the following Summons was issued; and on August 17th 1896 Summons returned and filed with the following Waiver appearing thereon:

No 7173
Summons
and Waiver

The State of Ohio
Union County ss

Summons:

To the Sheriff of Union County Ohio:

You are hereby Commanded to Notify William H. Carnes and Caroline Carnes that they have been Sued by A.J. Whitney in foreclosure of a Mortgage in the Court of Common Pleas of Union County, and Must Answer by the 5th day of September A.D. 1896. or the petition of the said plaintiff 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. 1896;

Witness my hand and the Seal of said Court this 8th day of August A.D. 1896;

J N Gosnell Clerk
By Jno A Gosnell Deputy

Service of the within Summons acknowledged by the undersigned this 11th day of August 1896;

William H Carnes.
Caroline Carnes.

On August 8th 1896; the following Summons was issued; and on August 17th 1896 Summons returned and filed. with the following waiver appearing thereon

The State of Ohio
Union County ss

Summons

To the Sheriff of Union County

You are hereby commanded to natify Chas W. Domnigan and Rebecca V Domnigan that they have been Sued by A. J. Whitney in foreclosure of a Mortgage. in the Court of Common Pleas of Union County. and Must answer by the 5th day of September A.D 1896. or the petition of the said plaintiff will be taken as true and judgment rendered accordingly

No 7173
Summons
and Waiver

You will make due return of this Summons on the 17th day of August A.D. 1896;

Witness My Hand and the Seal of said Court this 8th day of August A.D. 1896;

(Seal)

J N Gosnell Clerk
By Jno A Gosnell Deputy

We the Undersigned hereby acknowledge the Service of the within Summons this 11th day of August 1896;

Chas W Domnigan
Rebecca V Domnigan

On August 22nd 1896 the following Summons was issued and on August 31st 1896 Summons returned and filed endorsed as follows to wit.

Summons
No 7173

The State of Ohio
Union County ss

Summons:

To the Sheriff of Union County

You are hereby Commanded to Notify Jefferson W. Severe and Nancy E Severe that they have been Sued by A J Whitney in the Court of Common Pleas of Union County, and Must answer by the 19th Day of September A.D. 1896 or the petition of the said plaintiff 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. 1896.
Witness my hand and the Seal of Said Court
this 22nd day of August A.D. 1896
J N Gosnell Clerk
By Jno A. Gosnell Deputy

No 7173
Sheriffs Return

The State of Ohio
Marion County ss

Sheriffs Return

Received this Writ August 29th A.D. 1896.

Sheriffs Fees		
Service & Return		52
Milage		32
Copy		36
Total	1	20

at 1:10 O'Clock P.M. and Served Same by delivering a true and certified copy of this writ with the endorsements thereon, to Jefferson W. Severe and Nancy E Severe each personaly

J. T. Shaw Sheriff
By J.W. Sifrett Deputy

A. J. Whitney Plaintiff
vs
William H Carnes et al
Defendants

In the Court of Common Pleas Union County Ohio:

Cross Petition of H. H. Smith.

Now Comes. H.H. Smith one of the defendants herein and by way of Cross petition Says:. That by the consideration of the Court of Common Pleas of Union County Ohio. at its September Term 1896. and on the 8th day of September 1896. this defendant recovered a judgment against the defendants Jefferson W Severe and Nancy E Severe. in the Sum of Nine Hundred and thirty-two and 60/100 (932 60) Dollars with interest at 8% on $892 00 thereof. and 6% on the Balance. with costs of Suit. a Copy of the Transcript whereof is hereto attached.

On the 28th day of September. 1896: $79 41 was paid to apply upon Said judgment and $9 32 to apply upon Said costs. With Said execution. No part of Said judgment has been paid.

On Said 8th day of September. 1896. Said judgment became and Still is a Valid Lien upon the premises described in the petition in this case.

Wherefore this defendant asks that the proceeds arising from the Sale of the premises described in the petition herein be applied to the payment of his claim in the order of its just priority

J E Griffith Attorney for H H Smith

State of Ohio Union County ss

J.E. Griffith being duly Sworn Says that he is the Attorney of H H. Smith one of the defendants in this case. duly authorized in the premises that Said H H Smith is a Non resident of Union County Ohio. and that he believes the Allegations in the foregoing pleading are true

J.E. Griffith

Sworn to and Subscribed before me this 2nd day of October A.D. 1896
(Seal)
J.W. Tilton Notary Public

No. 7173
Copy of Transcript in Case
No 7153

H. H. Smith Plaintiff
vs No 7153
Nancy E Severe et al Defendants

Certified Copy of Transcript ordered attached to this Case & In the Court of Common Pleas Union Co Ohio Entry Journal 17. Page. 512.

This Cause now coming on for hearing on the petition of the plaintiff. and the evidence. The Court find that the defendants have been duly Served with Summons in this Case, and that

they are all in default for answer or 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 defendants Nancy E. Severe and Jefferson W. Severe. on the promisory Notes set forth in the petition. with interest to the first day of this Term. the Sum of Nine Hundred and Thirty-two and 60/100 ($932.60) Dollars

The Court further find that in order to Secure the payment of Said Notes. the defendants Nancy E. Severe. and Jefferson W. Severe her Husband, Executed and delivered to Joseph J. Dickinson. their certain Mortgage. as in the petition described. and on the premises therein described: That Said Mortgage was duly recorded in book 31. Page 827 of the Records of Mortgages of Union County Ohio. and is a good and Valid lein on the premise described in the petition. that the conditions in Said Mortgage have been broken. and that Said Notes and Mortgage have been duly assigned to plaintiff

It is therefore considered by the Court that the plaintiff recover from the defendants Nancy E. Severe. and Jefferson W. Severe the Said Sum of $932.60 and his Costs herein expended

And it is further adjudged and decreed. that Unless Said last named defendants Shall within five 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 first day of this Term. at Eight per cent. Upon $892.60, thereof and at Six per Cent Upon the remainder. 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. Ohio: directing him to appraise. advertise. and Sell. Said premises as upon Execution and report his proceedings to this Court for further orders:

The State of Ohio
Union County } ss

J. J. N Gosnell Clerk of the Common Pleas Court within and for Said County. and in whose Custody the files. Journals. and Record of Said Court are required by the laws of the State of Ohio. to be kept. Hereby Certify that the foregoing is taken and Copied from Journal No 17. Page 512. of the proceedings of the Court of Common Pleas within and for Said County. and that Said foregoing Copy has been Compared by me with the original entry on Said Journal. and that the Same is a Correct Transcript there of

(Seal)

In Testimony whereof I do hereto Subscribe my name Officially. and affix the Seal of Said Court at the Court House in Marysville in Said County, this 2nd day of October A.D. 1896:

J. N. Gosnell Clerk of Common Pleas Court

On October 6th 1896: The following Entry was filed to-wit

A. J. Whitney - - Plaintiff
vs
William H. Carnes et al Defendants

No 7173
Entry

Court of Common Pleas. Union County Ohio:
Entry

This Cause coming on for hearing upon the petition. and the evidence. the Court find that the defendants. have been duly Served with Summons in this Case. and that they are all in default for answer or demurrer. and that the allegations of the petition are thereby confessed by them to be true. that there is due the plaintiff from the defendant William H Carnes. on the Notes as set forth in the plaintiffs petition. One Hundred Dollars. with interest on the first two at 8 per Cent per annum. payable Annually on the 18th day of April each year from the 21st Day of Nov. 1894. and on the last of Said Notes there is interest due on $50.00 from the 21st day of Nov 1894 at 8 per Cent payable annualy on the 18th day of April 1895 up to April 18th 1895

The Court further find that in order to Secure the payment of Said Notes. as set

forth in plaintiffs petition, the defendants William H. Carnes and Caroline Carnes executed and delivered to A. J. Whitney their Certain Mortgage, as in said petition described, and on the premises therein described; That said Mortgage was duly presented for Record on the 7th day of May, 1894, and duly Recorded on the 21st day of May, 1894 in book No 71, Page 327-8, Union County Records of Mortgages, and is a good and Valid Lien on the premises described in the said petition, That the conditions of said Mortgage have been broken

It is therefore ordered and adjudged by the Court that the said plaintiff recover of the said defendant William H. Carnes the Sum of $100 00 and the interest which has accrued, amounting in all to $121 42 and his Costs herein expended

The Court further find that Jefferson W. Severe, and Nancy E. Severe, Charles W. Domigan and Rebecca V Domigan, defendants herein, being in default for Answer or Demurrer, are forever barred from setting up any Claim to said premises; It is therefore ordered and adjudged that Jeffreson W. Severe, Nancy E. Severe Charles W. Domigan and Rebecca V Domigan be and they hereby are each forever barred from setting up any claim to said property by reason of any Lien which they may have had

And it is further ordered and adjudged that the equity of redemption of the Defendants William H Carnes Caroline Carnes Jefferson W Severe Nancy E Severe Charles W. Domigan and Rebecca V Domigan be foreclosed, and the 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

No. 7173
Sheriff. Return on Order of Sale

On Oct 10th 1896: The following Order of Sale was issued and the Sheriff made his Return on Same on the 14th day of November 1896-to wit

No 7173
Order of Sale

The State of Ohio
Union County ss

Order of Sale.

To the Sheriff of Said County- Greeting; Whereas at a Court of Common Pleas, holden at the Court House in Marysville in Said County of Union on the 6th day of October 1896: A J Whitney obtained a Judgment and Decree against William H Carnes; Caroline Carnes; Jefferson W. Severe Nancy E Severe Charles Domigan and Rebecca V Domigan for the Sum of One Hundred and twenty one and 29/100 Dollars and Ten and 71/100 Dollars Costs of Suit

And whereas it was then and there by said Court ordered, adjudged and decreed that the said William Carnes within 10 days from the 6th day of October A.D. 1896: pay unto the said A J. Whitney the said Sum of One hundred and twenty one and 29/100 Dollars with interest from the 6th day of October 1896: and costs aforesaid: and on 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 day aforesaid have fully expired, and the said Sum of One Hundred and Twenty one and 29/100 Dollars and Costs aforesaid, have not been paid, or any part Thereof, as appears to us of record.

We therefore command you that you proceed, without delay, to appraise, advertise and Sell according to the Statute regulating Judgments and Executions at Law the following lands and tenements; Situated in the Township of Claibourne, County of Union, and State of Ohio, and Survey No 6107: Beginning at a Stake in the Center of the Richwood and Bokes Creek road, and N.W. Corner of a lot of land Containing one acre

No 7173
Sheriff Sale advertisement

Conveyed
line of Sa
Jobs to a
$ 15 00 15 1 8 1

We The
into effect
Real Estate
Such Sale
Therein de
Within Sh

The State o

Sheriffs Fe
Service
Levy
Sum Appra
Swearing App
Conveying A
Writing App
Copy of Appr
Notice to Pu
Writing Not
Mileage
Return
Total..
Appraisers
Printers P
P M. of Sa
days previo
I did on S
to offer Sa
who bid
of the Appr
therefor. I d
for Said S

A. J. Whitn
VS
William H. C

Stated on
1 mile of
Saturda

Conveyed by John Bell and Mary Bell to S.P.G. Brown Nov 9th 1883, Thence with the N line of said Lot, S 81 deg E 17 50/100 poles to a Stake N.E. corner to said Lot; Thence N 15 deg 15' W 21 80/100 poles to a Stake in the center of Said Richwood and Bokes Creek Road; Thence with the center of the Same S 15 deg 15' E 19 60/100 poles to the beginning containing two 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

(Seal)

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of said Court at Marysville this 10th day of October A.D. 1896;

J.N. Gosnell Clerk

No. 7173
Sheriff. Return on Order of Sale

The State of Ohio Union County ss

Sheriffs: Return:

Sheriffs Fees:		
Service		25
Levy		25
Sum Appraisors	1	20
Swearing Appraisers		25
Conveying Appˢ rs		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage	2	40
Return		25
Total..	5	45
Appraisers Fee	3	00
Printers Fee	12	00

In Obedience to the Command of the Order of Sale hereto annexed I did on the 10th day of October 1896; Summons: David Austin J.W. Bell and T.O Johnson three disinterested freeholders, residents of Said County who were by me duly Sworn to impartially Appraise the lands and tenements therein described, upon Actual View, and Afterwards, on the 12th day of October A.D. 1896, Said Appraisors 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 $80 00 Dollars A Certified Copy of Said Appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of Said County. And on the 14th day of October 1896; 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 14th day of November A.D. 1896 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. 5 Consecutive weeks; and in pursuant to Said Notice I did on Said 14th day of November A.D. 1896; at the time and place above Mentioned proceed to offer Said lands and tenements at public Sale, and then and there came A.J. Whitney who bid for the Same the Sum of $75 00 Dollars and Said Sum being over two-thirds of the Appraised Value thereof, and Said A.J. Whitney 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 Seventy five Dollars

Wm G. Snodgrass Sheriff

On November 14th 1896; Proff of Publication of Sheriff Sale filed to-wit

No 7173
Sheriff Sale advertisement

A.J. Whitney
VS
William H. Barnes

Sheriffs Sale
On Order of Sale

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 for Sale at the North door of the Court House in Marysville Ohio Saturday Nov 14" 1896; 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 Blaibourne County of Union, and State of Ohio, and Survey No No 6107. Beginning at a Stake in the center of the Richwood and Bakes Creek road, and Northwest Corner of a lot of land containing one acre conveyed by John Bell and Mary Bell to S G Bureon Nov 2nd 1883; Thence with the N. line of said Lot S 81° E 17½ poles to a Stake in the center of Said Richwood and Bakes Creek roads Thence with the Centr of the Same S 15° 15' E 19 9/100 poles to the beginning containing two acres more or less. Appraised at $80 00

Terms of Sale Cash Wm G Snodgrass Sheriff of Union County Ohio

James E Robinson Attorney

State of Ohio
Union County ss

Proof of Publication

No 7173
Proof of Publication

J Geo W. Worden Publisher of the Richwood Gazette being duly Sworn, Say that the Notice hereto attached was published in the Gazette on the 15th day of October 1896 and continued therein 5 Consecutive times during all of which time Said Newspaper was printed and in general Circulation in Said County

Geo W Worden

Sworn to and Subscribed before me this 12th day of Nov 1896

Printers Fee $12 00

J F Miller Notary Public

A J Whitney
vs
Wm H Barnes et al

Entry

No 7173
Entry

On Motion of the plaintiff and on his producing the returns of the Sheriff of the Sale Made under the former Order of this Court, and the Court on Careful examination of the proceedings of Said Sheriff, being Satisfied that the Same have been had in all respects in Conformity to law, and the Order of this Court. it is ordered that the Said proceedings and Sale be and the Same are hereby Approved, and Confirmed, and it is further ordered that the Said Sheriff Convey to the purchaser A. J. Whitney by deed in fee Simple the lands and Tenaments So Sold, and the Said purchaser is hereby Subrogated to all the rights of the Said lien holders in Said premises. So far as they may be paid herein for the protection of his Title

And the Court Coming now to the destribution of the proceeds of Said Sale amounting to $175 00 it is Ordered that the Sheriff out of the Money in his hands pay

First: the Costs of this action

Second to the plaintiff the Balance

It not being Sufficient to pay his lien but to be applied as a credit upon his Said judgment and lien

James E. Robinson Attorney for Plaintiff

Attest J N Gamell Clerk

Pleas
Union
the Hon
8th day of
Be it
filed in th
John W.

The State
Union Co

Lillian A

John W. B
Baughman
Nancy E. B
her husban
A. E. Copper
S. Clark a
Wife

No 7119
Petition

defendant
to defendan
$500 00

the order
Richmon
Value
at eight
Attorneys f
protest, a
It is
hereto atta
thereof, as
note Shall
with all
agreed tha
Security f
whatever,
immedia
Hundred
P. O. Resp

To Licens
Baughma
Mortgage
discribed
bounded
Beginnin

Pleas continued and held at the Court House in Marysville Ohio Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio: before the Honorable John A. Price Judge of the Said Court of the Term of September to wit on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that Heretofore to wit on the 4th day of June A.D. 1896 Lillian A. Lacey filed in the Clerks Office of the Said Court of Common Pleas the following Petition against John W. Baughman et al:

The State of Ohio; Union County } ss

Lillian A Lacey ---- Plaintiff
Against
John W. Baughman. Blanch Baughman Joseph J. Dickinson Nancy E. Deere and Jefferson W Deere her husband, Eureka V. Coffer and A. E. Coffer her husband. Horlen S. Clark and Hattie J. Clark his Wife Defendants:

No 7119 Petition

Petition

Plaintiff Says that on the 18th day of February A.D. 1895 defendants John W. Baughman and Blanch Baughman his wife executed and delivered to defendant Joseph J. Dickinson their promissory Note of which the following is a Copy:

$500.00 Richmond. Indiana, February 18th 1895:

Five years after date, I promis to pay to the order of Joseph. J. Dickinson, Five Hundred Dollars at the Second National Bank Richmond Indiana:

Value received, without relief from Valuation and Appraisement laws. with interest at eight per cent. per annum after Maturity. payable Semi annually, and five per cent Attorneys fees: The drawers and endorsers Severally Waive presentment for payment and protest. and Notice of protest, and non-payment of this note.

It is expressly agreed that if default be made in the payment of any one of the Coupons 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 portion thereof. Shall be Sold for the tax, or assessment whatever, then, and in that Case, this note and all accrued interest thereon Shall immediatly become due. and may be Collected. Privilige reserved of paying three Hundred (300) Dollars. or more on this note. March 1st 1897. or any interest day. Thereafter P. B. Peerfect Marion County Ohio:

John W. Baughman:
Blanch Baughman "

To Secure the payment of Said Note Defendants. John W. Baughman and Blanch Baughman his wife executed and delivered to Said Joseph J. Dickinson their Mortgage Deed and thereby Conveyed to the Said Joseph J. Dickenson. the following described real estate Situated in the County of Union in the State of Ohio: and bounded and described as follows; Part of Virginia Military Survey No 3690: Beginning at a Stone in the westerly line of the New York Pennsylvania and

Ohio Rail Road and South East Corner to Julia Ellen Woods land; Thence with the lines of Said land as follows; North 88° West Sixty (60) poles to a Stone; Thence North 1½ East Thirty one (31) poles to a Stone; Thence North 88° West Six (6) poles to a Stone; Thence North 1½ East Eighty Two (82) poles to a Stone Corner to Said Julia Ellen Woods land in the Center of the Pharisburg and Summumsville improved road; Thence with the Center of Said road. North 68° West Sixteen (16) feet to a Stake corner to Henry M. Warners land; thence with the East line of Warners land South 1½ West Eighty Two (82) poles to a Stake at the South east Corner of Said Warners land; Thence with the South line of the Same North 88° West Fifty four (55) poles to the Corner of Said Henry M. Warners land in the Center of Bakes Creek; Thence down Said Creek with the meanderings Thereof to the Corner of Wm H Ponds land; Thence with a line of Said land South 88° East Sixty two and forty hundredths (62 40) poles to a Stone Corner to Said Ponds land; Thence with an other line of the Same. South 1½ West Seventy Eight and forty hundredths (78 40) poles to the Center of Bakes Creek; Thence South 1½ West to a Stone on the brow of the bank of Said Creek; Thence Eastward along the brow of the bank of Said Creek to the Westerly line of Said New York Pensylvania and Ohio Rail Road; Thence with Said line of Said Rail Road North 43° East Thirty Nine and Sixty four hundredths (39 64) poles to the Center of Bakes Creek; Thence Continuing with Said line of Said Rail Road North 43° East Sixty eight and Sixty hundredths (68 60) poles to the place of Beginning Containing Fifty Two (52) acres of land More or less

Said Mortgage deed Contained the following conditions:

Provided always, and these presents are upon this condition, that if the Said John W. Baughman, and Blanch Boughman, or Either of them Shall pay or cause to be paid unto the Said Joseph J. Dickinson his heirs or assigns the Sum of Five Hundred Dollars, and interest thereon, and Attorneys fees, as Stipulated in a certain promisory Note. Signed by Said John W Baughman, and described as follows:

$500 00 Richmond Indiana February 18th 1895:

Five years after date, I promis to pay to the Order of Joseph J. Dickinson Five Hundred Dollars, at the Second National Bank, Richmond Indiana Value received without any relief whatever from valuation or appraisement laws, with interest at the rate of Eight per cent per annum after Maturity, payable Semi-annually, and five per cent Attorneys fees. The drawers, and Indorsers severally present for payment protest, and notice of protest and non-payment of this note, It is expressly agreed that if default be made in the payment of any one of the Coupons 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 thereof, immediatly become due, and together with all accruals of interest thereon, may be collected. It is further Expressed agreed that if at any time, until this note is fully paid, the premises made Security for this note, or any portion thereof, Shall be Sold for any tax or assessment whatever, then and in that event, this note, and all accrued interest thereon Shall immediatly become due, and may be collected;

Privilige reserved of paying Three Hundred (300 00) Dollars or more on this note March 1st 1897 or any interest day thereafter, and the interest thereon evidenced by ten Coupons thereto attached, and Subject to the conditions thereof, all dated Richmond, Indiana, February 18th 1895; and due as follows: One for Eighteen Dollars and Seventy five cents (18 75) due Sept 1st 1895; Eight for Seventeen Dollars and fifty Cents (17 50) Each due respectively March 1st and September

1st 1896. 1897. 1898 and 1899. and One for Sixteen Dollars and twenty five cents ($16.25) due February 18th 1900. all Signed by Said John W. Baughman and Blanch Baughman Then these presents Shall be void. Otherwise to be and remain in full force and Vitue in law forever

Said Mortgage was duly filed in the office of the Recorder of Deeds and Mortgages within and for Union County Ohio on the 12th day of March 1895: at the hour of 10 P.M. and was recorded in the Records of Mortgages of Said County Vol 38. page 78

On the ..... day of ..... 1895 for a Valuable Consideration. Said Joseph J. Dickinson transfered. and assigned Said Note and Mortgage to plaintiff.

Defendants. John W. Baughman and Blanch Baughman. have not paid the amount Secured by Said Mortgage. as required by the Conditions thereof. whereby Said Mortgage deed has become absolute. and there is now due plaintiff on Said indebtedness the Sum of Five Hundred and Eighteen and 25/100 Dollars. with interest on the Sum of $500.00 at Seven per cent per annum from March 1st 1896 payable Semi-annually; and on the Sum of $18.25 with interest at Eight per cent. per annum from Said 1st day of March 1896; payable Semi-annually. and Eight per cent per annum after Maturity upon principal. and upon due and Unpaid interest

Defendants: Joseph J. Dickinson. Nancy E. Severe and Jefferson W. Severe her husband: Eureka V Copper and A.E. Copper her husband; Harlow L. Clark and Hattie J. Clark his wife claim Some interest in Said real Estate

Wherefore plaintiff prays that defendants Joseph J. Dickinson Nancy E. Severe Jefferson W. Severe. Eureka V Copper. A.E. Copper Harlow L. Clark. and Hattie J. Clark may be required to Set up whatever interest. if any. they have in Said premises: that an account may be taken of the amount due plaintiff; that the defendants John W. Baughman and Blanch Baughman. May be foreclosed of all equity of redemption in Said Mortgaged premises; that Said premises May be Sold according to law. and out of the proceeds thereof plaintiff May be paid the amount due her on Said Note and Mortgage. with interest and costs of Suit; and for all proper relief

Lillian A. Lacy per Geo D. Capeland and
J.E. Griffith her Attorneys

The State of Ohio Marion County ss

George. D. Capeland. being duly Sworn Says that he is the Attorney of Lillian A. Lacy; that the Said Lillian A. Lacy is not a resident of Union County. Ohio. and is now absent from Said County; and that the Statements Contained in the foregoing petition are true as affiant believes

Geo. D. Capeland

Sworn to before me by Geo D. Capeland and by him Subscribed in my presence this 4th day of June A.D. 1896:

(Seal) Geo S. McGuire Notary Public Marion County Ohio

Due Notary 40¢

June 4th 1896:

To the Clerk; Issue a Summons; in the above Case to the Sheriff of Marion County Ohio; for defendants Nancy E. Severe. and Jefferson W. Severe; and to the Sheriff of Union County Ohio for defendants John W Baughman; Blanch Baughman Eureka V Copper. A.E. Copper. and Harlow L Clark and Hattie J Clark; Indorse; Sale of Mortgaged premises prayed for Returnable according to law

George D. Copper Attorney for Plaintiff

Marion Ohio June 4th 1896: I the undersigned defendant hereby enter my appearance in the above entitled case. and waive the issuing and Service of Summons herein

Joseph J. Dickinson per Geo D. Capeland his atty

Bond for costs Geo D Capeland

No 7119
Summons to Sheriff of Marion Co

On the 4th day of June A.D. 1896 a Summons was issued to the Sheriff of Marion County Ohio Commanding him to notify Nancy E. Severe and Jefferson W Severe Summons returned and filed June 5th 1896 endorsed as follows to wit;

The State of Ohio
Marion County ss

Summons:

To the Sheriff of Marion County

You are hereby Commanded to notify Nancy E. Severe and Jefferson W Severe that they have been Sued by Lillian A. Lacey in the Court of Common Pleas of Marion County, and must Answer by the 4th day of July A.D. 1896 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly:

You will Make due return of this Summons on the 15th day of June A.D. 1896:

Witness My hand and the Seal of Said Court this 4th day of June A.D. 1896:

J N Gosnell Clerk
By Jno A Gosnell Deputy

No 7119
Sheriffs Return

The State of Ohio
Marion County ss

Sheriffs Return:

Sheriffs Fees:		
Service & Return		52
Mileage		32
Copy		34
Total	1	20

Received this writ June 5th A.D. 1896: at 8.30 O'Clock A.M. and Served Same by delivering a true and certified copy of this writ with the endorsments thereon to the within named Nancy E Severe and Jefferson W. Severe each personally

J.T. Shaw Sheriff
by J.W. Sifritt Deputy

No 7119
Summons to Sheriff of Union Co

On the 4th day of June A.D. 1896: a Summons was issued to the Sheriff of Union County Ohio Commanding him to Notify John W. Baughman, Blanch Baughman, Eureka V Capper A.E. Capper Harlow L Clark and Hattie J Clark Summons returned and filed June 8th 1896 endorsed as follows to-wit;

The State of Ohio:
Union County ss

Summons:

To the Sheriff of Said County:

You are hereby Commanded to notify. John W Baughman; Blanch Baughman Eureka V Capper A.E. Capper Harlow L Clark and Hattie J. Clark: that they have been Sued by. Lillian A. Lacey in the Court of Common Pleas of Union County. and must answer by the 4th day of July A.D. 1896. or the petition of the Said plaintiff will be taken as true. and judgment rendered accordingly

You will Make due return of this Summons on the 15th day of June A.D. 1896

(Seal)

Witness My hand and the Seal of Said Court this 4th day of June A.D. 1896:

J N Gosnell Clerk
By Jno A. Gosnell Deputy

No 7119
Sheriffs Return

The State of Ohio
Union County ss

Sheriffs Return:

Sheriffs Fees:		
Service & Return	1	25
Mileage	2	72
Copy		70
Total	4	67

Received this writ June 4th A.D. 1896: at 2 O'clock P.M. and Served Same by handing a true copy of this writ with the endorsments thereon to Blanch Baughman and Hattie J Clark personally and to John W Baughman. Eureka V Capper. A.E Capper and Harlow L Clark by leaving a copy at their usual place of residence on the 6th day of June 1896:

Wm G. Snodgrass Sheriff

Error Lillian A
VS
John W. Baug

Error and the wi
this case, and
petition are
Error defendants
with interes
(932 60) Dol

Error The Cou
Nancy E. Sev
Error Dickinson
described.
of Mortgage
Error in the petit
Notes and V

Lillian A
VS
John W. Baug

No 7119
Entry

and the wi
been Serve
duly waiv
appearance
and that
that there
Baughman
interest fro
The C
interest an
his wife
the petition
was duly
and is a go
Conditions
been duly
It is there
and Blanch
to be paid
the Sum So
8 per Cent on
equity of re
therefore to
Sell Said
further

On September 8th 1896 the following Entry was filed to-wit

Error

Lillian A Lacey
VS
John W Baughman et al

Court of Common Pleas Union County Ohio.
Entry

This cause now coming on for hearing on the petition of the plaintiff and the evidence. the Court find that the defendants 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 hereby confessed by them to be true, and that there is due the plaintiff from the defendants Nancy E. Severe and Jefferson W. Severe on the promisory Notes Set forth in the petition with interest to the first day of this Term the Sum of Nine Hundred and Thirty two & 60/100 (932 60) Dollars:

The Court further find that in order to Secure the payment of Said Notes the defendants Nancy E. Severe and Jefferson W. Severe her husband executed and delivered to Joseph J. Dickinson their certain Mortgage as in the petition described. and on the premises therein described. that Said Mortgage was duly recorded in book 31 pages 327 - of the records of Mortgages of Union County Ohio. and is a good and Valid lien on the premises described in the petition that the conditions in Said Mortgage have been broken and that Said Notes and Mortgage have been duly assigned to plaintiff:

On September 8th 1896: The following Entry was filed to wit.

No 7119 Entry

Lillian A Lacey
VS
John W Baughman et al

Court of Common Pleas Union County Ohio
Entry

This cause now coming on for hearing on the petition of the plaintiff and the evidence. the Court find that all the defendants except Joseph J. Dickinson. have been Served with Summons in this case. that the Said Joseph J. Dickinson has duly waived the issuing and Service of Summons. and Voluntarily Entered his appearance herein. that all of the defendants are in default for answer or demurrer and that the allegations of the petition are hereby confessed by them to be true. and that there is due the plaintiff from the defendant John W Baughman and Blanch Baughman on the principal and interest Coupon Notes Set forth in the petition with interest from this date viz Sept 8th 1896: the Sum of Five Hundred and Sixty three & 05/100 Dollars

The Court further find that in order to Secure the payment of Said Notes including interest and Attorneys fee. the defendants John W Baughman and Blanch Baughman his wife executed and delivered to Joseph J Dickinson their certain Mortgage as in the petition described. and on the premises therein described. that Said Mortgage was duly recorded in book 38 page 78 of the records of Mortgages of Union County Ohio. and is a good and valid lien on the premises described in the petition that the conditions in Said Mortgage have been broken and that Said Notes and Mortgage have been duly assigned to plaintiff:

It is therefore adjudged and decreed that Unless the defendants John W Baughman and Blanch Baughman shall within five 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 8th day of September 1896. at 8 per Cent on $538 05 and at 6% from the Same date Upon the remainder the defendants equety of redemption be foreclosed and Said premises be Sold and that an order 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

No
7119
Order of Sale

The State of Ohio
Union County ss

Order Of Sale

To the Sheriff of Said County- Greeting;

Whearas at a Court of Common Pleas. holden at the Court House in Marysville in the County of Union on the 8th day of September 1896: Lillian A Lacy obtained a Judgment and decree against John W. Baughmon et al for the Sum of $563.05 at 8 per cent on $538.00 and 6% cent on the remainder. and $16.25 Dollars Cost of Suit

And whearas it was then and there by Said Court ordered adjudged and decreed. that the Said John W. Baughmon et al. within five days from the 8th day of September A.D. 1896: pay Unto the Said Lillian A Lacy. the Said Sum of Five Hundred and Sixty three and 05/100 Dollars with interest from the 8th day of September 1896: and Costs aforesaid: and. on 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 Whearas the five days aforesaid have fully expired. and the Said Sum of Five Hundred and Sixty three and 05/100 Dollars. and Costs aforesaid have not been paid, or any part thereof as appears to us of record:

We therefore Command you. that you proceed. without delay. to appraise. Advertise and Sell according to the Statute regulating Judgments and Executions at Law the following lands and tenements. Situate in Union County Ohio to-wit: and bounded and described as follows; Part of Virginia Military Survey No 3690. beginning at a Stone in the Westerly line of the New York Pensylvania and Ohio Rail road. and South east Corner to Julia Ellen Woods land. Thence with the lines of Said land as follows; North 83 deg West Sixty (60) poles to a Stone; Thence North 14 deg. East thirty one (31) poles to a Stone; Thence North 83 deg West Six (6) poles to a Stone; Thence North 14 deg East Eighty two (82) poles to a Stone corner to Said Julia Ellen Woods land in the Center of the Pharisburg and Summersville improved road; Thence with the Center of Said road North 63 deg West Sixteen (16) poles to a Stake, corner to Henry M. Warners land; Thence with the East line of Warners land South 14 deg West eighty two (82) poles to a Stake at the South East Corner of Said Warners land; Thence With the South line of the Same, North 83 deg West Fifty five (55) poles to the Corner of Said Henry M. Warners' land in the Center of Bakes Creek; Thence down Said Creek with the Meanderings thereof to the corner of Wm H. Fords' land; Thence with a line of Said land South 83 deg East Sixty two and forty hundredth (62.40/100) poles to a Stone corner to Said Fords land; Thence with another line of the Same. South 14 deg West Seventy Eight and forty hundredth (78 40/100) poles to the Center of Bakes Creek; Thence South 14 deg West to a Stone on the brow of the bank of Said Creek; Thence Eastward along the brow of the bank of Said Creek to the Westerly line of Said New York Pensylvania and Ohio Rail Road; Thence With Said line of Said Rail road North 43 deg east Thirty Nine and Sixty four hundredths (39 64/100) poles to the Center of Bookes Creek Thence continuing with Said line of Said Rail Road North 43 deg East Sixty eight and Sixty hundredths (68 60/100) poles to the place of beginning Containing Fifty Two (52) Acres of 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 to our Court of Common Pleas within Sixty days

from the

(Sta

The State of

No 7119
Sheriffs return on Order of Sale

Sheriffs Fee

Service
Levy
Sum Appraiser
Swearing Appr
Conveying Appr
Writing Appra
Copy of Apprai
Notice to prin
Mileage
Poundage
Return
Total
Appraisers Fees
Printers Fees

the 19" day of
the Said land
--------- co
A.D. 1896 at
defendants

Lillian A. L
vs
John W. Baugh

By Virtue
County Ohio
19th 1896: at or

No 7119
Sheriff Sale

to-wit: Situ
and describ
in the west
to Julia El
to a Stone; T
poles to a St
and Summ
to a Stake
W 82 poles
of the Same
Creek: Thence
Thence with
Thence with

from the date hereof. and bring this Order with you
Witness my Signature as Clerk of our Said Court of
(Seal) Common Pleas. and the Seal of Said Court at Marysville
this 16th day of November A.D. 1896:
J.N. Gosnell Clerk

The State of Ohio Union County ss

Sheriffs. Return:

Sheriffs Fees:		
Service		25
Levy		25
Sum Appraisers	1	20
Swearing Appr's		25
Conveying Appr's	1	50
Writing Appraisal		25
Copy of Appraisal		25
Notice to printer		25
Mileage	2	00
Poundage	8	07
Return		25
Total	14	52
Appraisers Fees:	3	00
Printers Fees:	10	50

No 7119
Sheriffs return
on Order of Sale

In Obedience to the Command of the Order of Sale hereto annexed. I did on the 17th day of November 1896: Summons. M Hopkins Lafe Mullen and John Wiley. Three disinterested freeholders, residents of Said County. Who were by me duly Sworn. to impartially appraise the lands and Tenements therein described upon actual View. and afterward. on the 17th day of November A.D. 1896. Said Appraisors 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 $1300 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 18th day of November 1896. 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 19th day of December A.D. 1896. 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 ------- Consecutive weeks; and in pursuance. to Said Notice I did on Said --- day of------ A.D. 1896 at the --------- by order of Plaintiff Attorney. this Writ returned, the defendants having payed Judgment and Cost in this Case

Lillian A. Lacy
vs
John W. Baughman et al

Sheriffs Sale
J.E. Griffith Attorney

On Order of Sale

Court of Common Pleas Union County O

No 7119
Sheriff Sale

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 December 19th 1896: 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 Taylor County of Union and State of Ohio. and bounded and described as follows: Part of Virginia Military Survey No 3690 beginning at a Stone in the westerly line of the New York. Pensylvania. and Ohio Railroad. and Southeast Corner to Julia Ellen Woods land: Thence with the lines of Said lands as follows: N 83° W 60 poles to a Stone; Thence N 14° E 81 poles to a Stone; thence N 83° W 6 poles to a Stone; thence N 14° E 82 poles to a Stone corner to Said Julia Ellen Woods land in the center of the Plainsburg and Summerville improved road; Thence with the Center of Said road N 63° W 16 feet to a Stake Corner to Henry M. Warners land; Thence with the East line of Warners land S 14° W 82 poles to a Stake at the Southeast Corner of Said Warners land; Thence with the South line of the Same N 83° W. 55 poles to the Corner of Said Henry M Warners land in the Center of Bokes Creek; Thence down Said Creek with the Meanderings thereof to the Corner of Wm H. Fords land Thence with a line of Said land S 88° E 62 70/100 poles to a Stone corner to Said Fords land Thence with another line of Same S 14° W. 78 70/100 poles to the Center of Bokes Creek; Thence

S 14° W to a Stone on the brow of the bank of Said Creek; Thence easterly along the brow of the bank of Said Creek to the Westerly line of Said New York. Pennsylvania and Ohio Railroad: thence with Said line of Said Railroad N 48° E 39 67/100 poles to the center of Bokes creek thence continuing with Said line of Said Railroad N 48° E 68 60/100 poles to the place of beginning containing 52 acres of land More or Less

Appraised at $25.00 per acre

Terms: of Sale Cash Nov 18th 1896 Wm G Snodgrass Sheriff Union County Ohio:

The State of Ohio
Union County ss

The Undersigned being duly Sworn, Says that a Copy of the annexed Notice was published for 2 Consecutive Weeks in the Marysville Tribune. a newspaper of general circulation in the County of Union, the first publication beginning with Nov 18" 1896

W. O Shearer

Sworn to and Subscribed before me this 17" day of December 1896

Printers Fees: $10.00

J. M Gosnell Clerk

Attest J M Gosnell Clerk

Pleas continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A Price Judge of Said Court of the Term of September to-Wit on the 23rd day of September in the year of our Lord One Thousand Eight Hundred and Ninty Six;

Be it remembered that heretofore to-wit, on the 22nd day of August AD 1896; The Farmers Bank of Marysville Ohio filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Sylvanus Taylor et. al.

No 7181

Petition

The Farmers Bank Marysville Ohio
Plaintiff

Against

Sylvanus Taylor and Amelia J Taylor
Defendants

In the Court of Common Pleas
of Union County Ohio

Petition

The Plaintiff Says that it is a corporation duly incorporated under the laws of the State of Ohio. That Said Defendant Sylvanus Taylor is indebted to Plaintiff on a certain promissory Note of which the following is a Copy Viz

$1700.00

Marysville Ohio October 25th 1894:

One year after date I Promis to pay to the Order of the Farmers Bank Marysville Ohio. One Thousand Seven Hundred Dollars at the Farmers Bank Value Recived with interest at the rate of Eight per cent per annum after Maturity. Payable Semi-Annually It is expressly agreed that if default be made in the payment of any one of the Coupons hereto attached representing the Semi-annual interest on this Note, as they Severally become due, or if at any time until this Note is fully paid, the premises made Security for this Note, or any portion thereof, Shall be Sold for any tax assessment whatever then, and in that event, this Note, and all accrued interest thereon Shall immediately become due, and may be collected, at the option of the holder thereof

Sylvanus Taylor

Secured By Mortgage Post Office Adress Bokes Creek Union County Ohio

Indorsed;
Paid to A
and rem
the Comm
August
defendan
Mortgage
Situat
No 7867;
a Corner to
185 poles to
with the E
N 2° E, 101
Ross to Wil
Hugh Ross
poles to the
The Co
Should ju
Said Mort
On th
with the
Volume
Said
Said ind
per Cent
Plainti
Said Sub
thereon
ordered
and for
The State
he is the
in the for
Sworn to
day of Aug
Clerk
I
according
8 per cent
On
The State
Union
Notify
7181
Summons

Indorsed:" Interest paid to Feby 15"/96 this 2/96." Interest paid to May 18" 1896. this 7/5/96:" Interest paid to Aug. 19/96. this 8/21/96" there are no other indorsements or Credits on Said Note. there is due and remainimg Unpaid on Said Note from Said Defendant Sylvanus Taylor to Said plaintiff the Sum of One Thousand and Seven Hundred Dollars with Eight per Cent interest thereon from August 19" 1896: On the 25" day of October 1894. and to Secure the payment of Said Note. Said defendants Sylvanus Taylor and Amelia J. Taylor Executed and delivered to Said Plaintiff their Mortgage deed of that date. and thereby Conveyed to Said plaintiff the following premises Viz

Situate in the Township of Claibourne County of Union. and State of Ohio: Part of Survey No 7867: Beginning at a Stone and three Ash trees Southeast Corner to Survey No 7867, and also a Corner to Survey No 220 and 7007 and 6301. Thence with the line of Said Survey No 6301 S 80 W 185 poles to three Beeches the Southeast Corner of lands formerly owned by John Mudeaha: thence with the East line of Said lands. and the line of lands formerly owned by Mary J. Taylor N 2 E. 101 poles to a Beech tree the Southwest Corner of a tract of Forty acres conveyed by Hugh Ross to William Wallace: Thence with the line of Said Land N 80 E 153 50/100 poles to a Stone in the Hugh Ross Road. and in the East line of Said Survey No 7867: Thence with Said line S 15 E 100 poles to the place of beginning Containing 105 acres more or less

The Condition in Said Mortgage was in Substance that if Said Sylvanus Taylor Should pay or Cause to be paid Said note above Set forth 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 25th day of October 1894 at 3 o'Clock P.M. Said Mortgage was filed for record with the Recorder of Said Union County. Ohio; and was by him duly recorded in Volume 34 Page 102 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 One Thousand and Seven Hundred Dollars with eight per Cent interest from August 19" 1896.

Plaintiff therefore prays judgment against Said Defendant Sylvanus Taylor for Said Sum of One Thousand and Seven Hundred Dollars. with eight per cent interest thereon from August 19th 1896: 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 other proper relief in the premises

John M. Brodrick Attorney for Plaintiff

The State of Ohio Union County ss

Charles W. Southard being Sworn. Makes Oath that he is the Cashier of Said Plaintiff. and only the Stock holders therein and that the facts Stated in the foregoing petition are as affiant believes True

Charles W. Southard

Sworn to by Said Charles W. Southard before Me and Signed by him in my presence this 22nd day of August 1896

J M Gosnell Clerk
By Jno A. Gosnell Deputy
Clerk

Issue Summons for Defendants to Sheriff of Union County. Ohio returnable according to law. Indorse Judgt and Foreclosure of Mortgage amount claimed $1700 and 8 per cent interest from Aug 19th 1896

John M. Brodrick Attorny for Plaintiff

7181
Summons

On August 22nd 1896: the following Summons was issued and on Aug 31st 1896 return made

Summons

The State of Ohio ss
Union County

To the Sheriff of Said County: You are hereby Commanded to Notify Sylvanus Taylor and Amelia J Taylor. that they have been Sued by the

Farmers Bank of Marysville Ohio in the Court of Common Pleas of Union County, and Must answer by the 19th day of September A.D. 1896; or the petition of the said plaintiff 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. 1896;

(Seal)

Witness My hand and the Seal of Said Court this 22nd day of August A.D. 1896.

J.N. Gorrell Clerk
By Jno. A. Gorrell Deputy

No 7181
Sheriffs Return

The State of Ohio Union County

Sheriffs Return

Sheriffs Fees:		
Service & Return		65
Milage	2	00
Copy		30
Total	2	95

Received this writ August 24th A.D. 1896; at 10 o Clock A.M; and Served Same by delivering a true copy of this writ with the indorsments thereon to Sylvanus Taylor and Amelia J. Taylor on the 28th day of August 1896; personally

Wm G. Snodgrass Sheriff;

On September 19th 1896; Answer and Cross Petition of Mrs Taylor filed

The Farmers Bank Plaintiff
vs
Sylvanus Taylor Defendant

State of Ohio Union County ss;

To the Court of Common Pleas

Answer and Cross Petition of Amelia J. Taylor

No 7181
Answer and Cross petition

Now comes Amelia J. Taylor and for her answer and Cross petition Says; That on the 2nd. day of April 1896 the Defendant Sylvanus Taylor Made and delivered to this defendant his promissory note of that date, and thereby promised to pay to this defendant or order the Sum of Eight Hundred Dollars in one year thereafter, with interest. no part of Said Note has been paid

On the Said 2nd. day of April 1896 the defendant Sylvanus Taylor to Secure the payment of Said Note. Executed and delivered to this defendant his Mortgage deed and thereby conveyed to this defendant the lands and Tenements described in the petition

Said Mortgage had a Condition thereunder Written whereby it was provided that if the Said Note and interest was paid when due then Said Mortgage was to be Void. But otherwise in full force and effect.

On the 4th. day of April 1896; the Said Mortgage was left with the recorder of Said County of Union for record, and was by him thereafter recorded in Vol. 34 on page 350 of his record of Mortgages.

This defendant; claimes a lein upon the Said premises from the Said 4th day of April 1896; for the Said Sum of $800.00 with interest from the 2nd day of April 1896

This defendant therefore asks, that if the Said Mortgaged premises be Sold, that her Said lein may be protected, and the amount of Said note and interest be paid to her out of the proceeds of Said Sale.

Cameron & Cameron Attorneys for the Defendant A.J. Taylor

The State of Ohio Union County ss

Amelia J Taylor being first duly Sworn Says that the facts Stated in her foregoing answer and cross petition are true as She verily believes

Amelia J. Taylor

Sworn to before me and Signed in my presence this 18th day of September 1896

W.M Ayers Notary Public in and for Union County Ohio

No 7181
Entry

On Septe

The Farm
vs
Sylvanus T

and the co
in this ca
and that th
is due the
Petition wit
Seven Hund

The Coun
Taylor and A
their certain
Said Mortga
Ohio; and is
conditions

It is th
Sylvanus Ta
Eight per cen

And it
within three
the costs of
per cent inte
premises be
Ohio. direct
his proceedi

On th

The State of
Union Co

No 7181
Order of Sale

Pleas. holde
of Septembe
decree agai
and Six and

And it
that the Sa
pay into th
Seven Hund
cent aforesa
Said County
and Execution
Whereas the
Seven Hundr
thereof. as

On September 23rd 1896: the following Entry was filed to-wit

No 7181
Entry

The Farmers Bank
VS
Sylvanus Taylor et al

Entry

This day this cause came on for hearing on the petition of the Plaintiff and the evidence. and the Court find that the defendants have been duly served with Summons in this case. and that the defendant Sylvanus Taylor is in default for answer and demurer and that the allegations of the petition are thereby confessed by him to be true, and that there is due the plaintiff from the defendant Sylvanus Taylor on the promissory note set forth in the Petition with interest to the first day of this term to-wit September 7th 1896: the Sum of One Thousand Seven Hundred and Six and 80/100 Dollars.

The Court further find that in Order to Secure the payment of said Note the defendants Sylvanus Taylor and Amelia J. Taylor his wife Executed and delivered to said. the Farmers Bank the plaintiff their certain Mortgage as in the petition described. and on the premises therein described. that said Mortgage was duly recorded in Book 34 Page 102 of the Records of Mortgages of Union County Ohio: and is a good and valid lien on the premise 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. Sylvanus Taylor. the said Sum of One Thousand Seven Hundred and Six and 80/100 Dollars with Eight per cent interest thereon from September 7th 1896. and his costs herein expended taxed to $---

And it is further adjudged and decreed that unless the defendant Sylvanus Taylor. Shall within three 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 Eight per cent interest from September 7th 1896. 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 County Ohio. directing him to appraise. advertise and Sell said premises as upon execution. and report his proceedings to this Court for further order

Brodrick

On the 15th day of October A.D: 1896: The following Order of Sale was issued to-wit

The State of Ohio
Union County ss

No 7181
Order of Sale

Order Of Sale

To the Sheriff of Said County- Greeting:

Whereas at a Court of Common Pleas. holden at the Court House in Marysville in Said County of Union on the 23 day of September 1896: the Farmers Bank of Marysville. Ohio Obtained a Judgment and decree against Sylvanus Taylor for the Sum of One Thousand and Seven Hundred and Six and 80/100 Dollars. and Eleven and 77/100 Dollars. Costs of Suit.

And Whereas it was then and there. by Said Court Ordered. Adjudged. and Decreed. that the Said Sylvanus Taylor within three days from the 23rd day of September A.D. 1896 pay into the Said. The Farmers Bank of Marysville Ohio the Said Sum of One Thousand Seven Hundred and Six and 80/100 Dollars. with interest from the 7th day of September 1896: and costs aforesaid; and. on 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 three days aforesaid have fully expired. and the Said Sum of One Thousand and Seven Hundred and Six and 80/100 Dollars and costs aforesaid have not been paid or any part thereof. as appears to us of record— We therefore Command you. that you proceed

Without delay to appraise advertise and sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements Situated in Union County Ohio to wit

Part of Survey No 7869: Beginning at a Stone and three Ash trees. South East corner to Survey No 7869. and also a corner to Survey. No 220 and 1009 and 6301: Thence with the line of said Survey No 6301 S 80° W 185 poles to three Beeches. the Southeast Corner of lands formerly owned by John Mulcahy: Thence with the East line of said lands, and the line of lands formerly owned by Mary J Taylor N 2° E 101 poles to a Beech tree the Southwest Corner of a tract of forty acres conveyed by Hugh Ross to William Wallace; Thence with the line of said land N 8° E 155 50/100 poles to a Stone in the Hugh Ross Road and in the East line of Said Survey No 7869; Thence with said line S 12° E 100 poles to the place of beginning Containing 105 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 Executions, and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree with Costs and Interest, as Specified therein; and that you Make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof, and bring this Order with you

(Seal)

Witness, my Signature as Clerk of our Court of Common Pleas and the Seal of Said Court at Marysville, this 13 day of Oct A.D. 1896

J N Connell Clerk

By Jno R Connell Deputy

November 30th the following Return was made on Order of Sale to wit

The State of Ohio Union County ss }

No 7181 Sheriffs Return

Sheriffs Fees		
Service		25
Levy		25
Sum Appraisors	1	20
Swearing Appraisors		25
Conveying Appraisors	1	50
Writing Apprisal		25
Copy of Apprisal		25
Notice to Printer		25
Affidavit to Printer		25
Mileage	2	56
Return		25
Total	7	26
Appraisors fee	3	00
Printers fee	16	00

Sheriffs Return

Received this writ the 13th day of October A.D. 1896; and on the 13th day of October A.D. 1896: I called on myself A J Richardson Charles W Johnson D. E Balenbaugh three disinterested freeholders and residents of the County, and caused the within described real estate to be duly appraised on their oaths: They on the same day returned to me an estimate of the Value thereof (to-wit: $1995 00) under their Hands and Seals, a Copy of which I forthwith deposited with the Clerk of the within Named Court

Thereupon I caused public Notice of the time and place of Sale of Said Real Estate to be given for More than Thirty days (to-wit: five consecutive weeks) before the day of Sale by advertisement in the Marysville Tribune a newspaper printed in Said Union County, and of general Circulation therein, as will appear by a Copy of Said advertisement hereto attached; And on the 14th day of November A.D. 1896 at the door of the Court House in Marysville Ohio, at the hour of One o'Clock P.M. of Said day, the time and place of Sale Specified in Said Notice. I offered the within described Real Estate, at public auction; and then and there Struck off and Sold the Same to the Farmers Bank for the Sum of Eighteen Hundred and forty Eight Dollars ($1848 00) it being the highest Bidder therefor, and the Sum bid being More than two-thirds of the Appraised Value

Wm. G. Snodgrass Sheriff

No 7181 Proff of Publication

The Farm
V
Sylvanus

By vir
of Union
Marysville
P.M. of Sa
Situated
No 7869. beg
Survey No 2
the Southeas
the line of Sa
of a tract of
N 80° E 155 50/100
Thence with S
Appaised at
October 14th 18

The State o

Annexed No
of general C
14th 1896

$10
Printers Fees

The Farme
V S
Sylvanus Ta

No 7181 Entry

Sale Made
of the Said
to law, and
they are he

And it
trust for the
Said purch
for as they
awarded to

It is furth
of Amelia J
thereof in th

And the
Hundred an

First
to-wit the

Secondly

Thirdly:
it with

7181
Proff of Publication

The Farmers Bank
vs
Sylvanus Taylor

Sheriffs Sale:

On Order of Sale

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 for Sale at the North door of the Court house in Marysville Ohio, on Saturday November 14th 1896: at or about the hour of one o'Clock P.M. of Said day the following discribed real estate to-wit

Situated in the county of Union and State of Ohio: and bounded and discribed as follows: Part of Survey No 7869. beginning at a Stone and three Ash trees. Southeast Corner to Survey No 7869. and also a corner to Survey No 220 and 7009 and 6301; thence with the line of Said Survey No 6301 S 80° W 185 poles to three Beeches the Southeast corner of lands formerly owned by John Mulcahy: Thence with the East line of Said lands. and the line of lands formerly owned by Mary J. Taylor. N 2° E 101 poles to a Beech Tree. the Southeast Corner of a tract of forty acres conveyed by Hugh Ross to William Wallace: Thence with the line of Said land N 80° E 155 50/100 poles to a Stone in the Hugh Ross Road. and in the east line of Said Survey No 7869; Thence with Said line S 15° E 100 poles to the place of beginning Containing 105 acres More or less

Appaised at $19.00 per acre
October 14th 1896. 5.00

Terms Cash

Wm G Snodgrass Sheriff Union County Ohio

The State of Ohio Union County SS.

The Undersigned being duly Sworn says. that a Copy of the annexed Notice was published for five Consecutive weeks in: The Marysville Tribune. a Newspaper of gineral Circulation in the County of Union. the first publication beginning with October 14" 1896

W E Shearer

Sworn to and Subscribed before Me this 14" day of November 1896

Printers Fees: $16.00

J N Gosnell Clerk

No 7181
Entry

The Farmers Bank
vs
Sylvanus Taylor et al

Entry

On Motion of the Plaintiff and on its producing the returns 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 Charles W. Southard in trust for the Farmers Bank Plaintiff by deed according to law the property So Sold. and the Said purchaser is hereby Subjugated to Sell 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. and the Mortgage of Amelia J Taylor herein Set up by answer and cross petition herein. to be Entered on the records thereof in the Office of the Recorder of Said Union County

And the Court coming now to distribute the proceeds of Said Sale amounting to Eighteen Hundred and Forty Eight Dollars. 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 $ 73.59

Secondly: The costs of this action taxed at $----

Thirdly: To the plaintiff. The Farmers Bank. the amount heretofore found due it with interest to-wit the Sum of $ 1732.97

Fourthly; To the defendant Amelia J Dayton the balance of the Money if any To apply on her Mortgage as set up by her in her answer and cross Petition herein filed. Leave is hereby granted to Lemuel Cahill to file answer and cross petition herein.

Brodrick for Plaintiff

Attest J N Gasnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said court, of the Term of September to-wit. on the 16th day of November, in the year of our Lord, one Thousand Eight Hundred and Ninety Six

Be it Remembered that heretofore-to-wit, on the 31st day of August A.D. 1896

No 7187 Petition

Mary E Lloyd filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against George W. Lloyd to-wit.

Mary E. Lloyd Plaintiff
vs
George W. Lloyd Defendant

Court of Common Pleas Union County Ohio

Petition

The Plaintiff Says She 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.

That on or about the 24th day of November 1879 She was Married to the defendant The following Children have been born of Said Marriage. Jennie M. Lloyd aged 15 years. Elizabeth J. Lloyd age 13 years. Harrison Lloyd 8 years old Emmound Lloyd 5 years. Ellen R Lloyd 2 years

That the defendant has Ever Since October 1894. lived in Adulterous intercourse with one Clara Hullinger at the Town of Urbana Champaign Co O. and Bellefountain Logan County Ohio. And that Said defendant and Said Hullinger are Now living in Bellefountain in Said Adulterous Conditions

For Second Cause of Action Said plaintiff Alledges the facts Set out in Said first Cause of action, and further Says, That Said defendant for about 2 years last past has failed to provide plaintiff with the Common Necessaries of life, and willfully neglected her So that Said plaintiff has been Compelled to live upon the Charity of friends, and her exertions. That Said plaintiff has been Compelled to Support herself and family, and that for More than a year last past Said defendant has failed and refused to Contribute in any way towards the Support of Said plaintiff, and family, altho. Said defendant has had work Most of the time. The plaintiff and Defendant are possessed of the following Real Estate: Situated in Allen Township Union County Ohio; Being Lot No (20) Twenty in the Town of Pattersburg in Said County and State

Wherefore plaintiff prays that She may be Divorced from the defendant, and that She may be Decreed to have reasonable Alimony; the Custody of Said Children and that the Court May Decree the title of Said Real Estate to the plaintiff Absolute, and Such other and further relief as is proper.

W. T. Hoopes Attorney for Plaintiff

On August 31st 1896: the following Summons in Divorce was issued to-wit

The State of Ohio
Union County ss

To the Sheriff of Logan County

You are commanded to Notify George W. Lloyd. that Mary E. Lloyd 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 Neglect. and asking that She be Divorced from him. and that She be decreed the 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 14th day of September A.D. 1896:

Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 31st day of August A.D. 1896

(Seal)

J N Gasmill Clerk

And on the 12th day of September the Sheriff Made the following return of above Summons to-wit

Sheriffs Fees		
Servic 2 copies		50
Copy 1		12
Mileage	3	84
Docket		25
Return		25
Total	4	96

Received 6 o'Clock P.M. on the 31st day of August A.D. 1896: and on the 10th day of September A.D. 1896. I Served the Same by delivering to George W Lloyd a true Copy thereof. together with a certified Copy of the petition filed against him in this Cause.

John C Sullivan Sheriff Logan Co
By T. H. Black Deputy

November 16th 1896: The following Entry Entry was filed to-wit

Mary E. Lloyd Plff
VS
George W. Lloyd Deft

Court of Common Pleas. Union County Ohio

This Cause came on this day to be heard on the petition The defendant being in default for Answer and the evidence. and on Consideration thereof the Court find that the plaintiff at the time of the filing of 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 finds upon the Evidence adduced that the defendant has been guilty of Adultery and gross neglect of duty as Set out in said plaintiffs petition. and that by reason thereof the plaintiff is entitled to a divorce as prayed for: It is therefore ordered and adjudged by the Court that the Marriage contract heretofore Existing between Said Mary E Lloyd and George W Lloyd 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 ordered Confided to the Said Mary E. Lloyd plaintiff Exclusively. and the Court further find that the plaintiff and defendant are the owners of the following described Real Estate not heretofore disposed of-To-wit Situated in Allen Township Union County Ohio being Sat No (20) Twenty in the Town of Fatterburg in Said County and State. and the Said defendant is hereby ordered to Convey Said premises or whatever interest he may have in the Same and the improvements thereon. and all the Appertenences thereto appertaining and belonging to Said plaintiff her heir and assignes forever by good and Sufficient

deed free from any right or Claim of Said Defendant to any Estate by Curtesy or Otherwise therein. and it is further ordered that Upon the failure of Said defendant to execute Said Conveyance within four days from the Entry hereof. that this decree Shall operate as Conveyance. and in that Case it is ordered that the Clerk Cause So Much of this decree to be recorded in the Office of the Recorder of this County as will Such Chance of title

And it is further Ordered and adjudged that this plaintiff to also have and possess as and for Alimony the following personal property with the right to use Sell or dispose thereof at her pleasure all her Wearing Apparel and all the household and Kitchen furniture now in the possession of Said plaintiff

It is further considered by the Court that the Said plaintiff Mary E Lloyd recover from the Said George W Lloyd her Costs herein expended and Execution is awarded herein

Attest J N Gosnell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of Said Court, of the Term of September to-Wit- on the 8th day of September in the year of Our Lord One Thousand Eight Hundred and Ninty Six

Be it Remembered that heretofore to-Wit, on the 31st day of July A.D. 1896 John Robinson filed in the Clerks Office of the Said Court of Common Pleas. the following Petition against Carrie Rouse et al. to-wit.

No 7165 Petition

John Robinson Plaintiff
vs
Carrie C. Rouse and
Carl H. Rouse; Defendants.

Union Common Pleas

Petition

Plaintiff Says that his first cause of action against the Defendants is founded upon a promissory Note. of which the following is a copy with all credits thereon

$500"" Plain City Ohio May 26" 1894

Two years after date we promis to pay to the Order of John Robinson Five Hundred dollars with interest at 8% per annum interest payable Semi annually and if Not paid when due to become as principal. and bear the Same rate of interest and payable at the Same time and with Same manner as the principal. This Note Secured by Mortgage. It is further especially agreed that if the interest remains Unpaid upon this Note for ten days after due that the entire amount becomes due and payable. And the Mortgage Securing it May be foreclosed at the option of the payee Signed

Carrie H Rouse

The following Credits are due on Said Note to-Wit

$20cc for first Six Months interest

$2"" January 27th 1896;

There is now due and remaining Unpaid upon Said Note the Sum of $500cc for which the defendant asks Judgment with interest at 8% as therein Stipulated from Nov 26" 1894 Subject to Said Credit of $2"" dated January 27," 1896

At the time of executing Said Note. and to Secure the payment of the

No 7165 Summons

Same. the defendants duly executed and delivered to the plaintiff their Mortgage deed, conveying the following premises to-wit; Situate in the Village of Plain City, County of Union and State of Ohio. to-wit Lot No 52 in the Sheffer addition to the said Village County and State, as the Same is known; Numbered and designated on the recorded plot of Maysville Ohio.

Said Mortgage was conditioned. that if the Said Carrie Rouse Shall pay or cause to be paid her Said Note Copied in the first cause of action herein, then Said Mortgage to be Void:

Said Mortgage on the 4th day of June 1894 duly left for record in the Recorders Office of Union County Ohio and was duly recorded June 14" 1895 in Book No 35 page 66 & 7 of Said Records

Said Mortgage has become absolute ~~,~~ there is now remaining due and Unpaid thereon the Sum of $500.00 with interest at 8% per annum payable annually from Nov 26" 1894, and with interest at Same rate Subject to a Credit of $2.00 January 27" 1896

Plaintiff therefore asks judgment against defendants in Said Sum of $500.00 with interest as aforesaid, and for all proper relief and that the Said premises (Excepting 5 feet off the North Side heretofore released on January 29" 1894) May be Sold. and the proceeds applied to the payment of Said Judgment

J.B. Cole Plaintiffs Attorney

State of Ohio Union County ss

John Robinson being Sworn Says that the facts Stated and allegations in the foregoing pleading are as he believes true

John Robinson

Sworn to and Subscribed before me this 30" day July 1896

Seal

James McCampbell Probate Judge

Mr Clerk: Issue Summons for the defendants herein to Sheriff Union County Ohio returnable according to law: Amount claimed $500.00 with interest at 8% per cent with Semi annual interest from Nov 26" 1895 Subject to $2.00 credit January 26" 1896

July 31" 1896

J B Cole Plaintiffs Attorney.

On the 31st day of July the following Summons was issued to the Sheriff of Union County

No 7165 Summons

The State of Ohio, Union County ss

Summons

To the Sheriff of Said County.

You are hereby Commanded to Notify Carrie C Rouse and Carl H. Rouse that they have been Sued by John Robinson in the Court of Common Pleas of Union County, and must answer by the 29th day of August A.D. 1896, or the petition of the Said plaintiff will be taken as true and Judgment rendered accordingly

You will make due return of this Summons on the 10" day of August A.D. 1896.

Witness my hand and the Seal of Said Court this 31st day of July A.D. 1896.

J N Gosnell Clerk

By Jno A Gosnell Deputy

No 7165
Sheriffs Return

The State of Ohio
Union County

August 4th 1896: the following return was made on Summons

Summons

Sheriffs Fees:		
Service & Return		15
Milage	2	00
Copy		80
Total	2	95

Received this writ August 1st A.D 1896 at 8 o'clock A.M. and Served Same by delivering a true copy of this writ with the endorsments thereon to Carrie B. Rouse personaly. and to Earl B. Rouse by leaving a copy at his Usual Place of residence on the 3rd day of August 1896

Wm G. Snodgrass Sheriff.

September 8th 1896: The following Entry was filed to-wit

John Robinson Plaintiff
Vs
Carrie B Rouse and
Earl H Rouse; Defendants

Union County Pleas

Entry

No 7165

Entry

Now Comes the plaintiff herein and the defendant being in default for answer and demurrer. The Court find that the allegations of the petition are confessed by them to be true. and find that defendants are indebted to him in the Sum of 572^{00}

It is therefore considered that said plaintiff recover of the said Defendants the said Sum of Five Hundred and Seventy two Dollars. and his costs herein expended taxed at $---- With 8% interest thereon from Sept 7th 1896.

The Court further find from the evidence that in order to secure the prompt payment of said note the defendants Carrie B Rouse and Earl H. Rouse her Husband executed and delivered to the said John Robinson, the plaintiff their certain Mortgage as in the petition described. and on the premises therein described. that said Mortgage was duly recorded in book 35 pp 66 and 7 of said 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. Carrie B Rouse and Earl H Rouse shall within three 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 of 572^{00} So found due as aforesaid with interest from September 7th 1896 at 8% per annum 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.

On October 6th 1896: The following Order of Sale was issued-to-wit.

The State of Ohio
Union County ss

Order of Sale

To the Sheriff of Said County Greeting

Whereas at a Court of Common Pleas holden at the Court House in Marysville in said County of Union on the 8th day of September 1896. John Robinson obtained a judgment and decree against Carrie B Rouse and Earl H Rouse for the Sum

of Five Hundred and Seventy Two Dollars, and Twelve Dollars Cost of Suit

And Whereas it was then and there by Said Court ordered, adjudged and decreed that the Said Carrie C. Rouse and Earl H. Rouse within three days from the 8th day of September A.D. 1896, pay into the Said John Robinson the Said Sum of Five Hundred and Seventy two Dollars with interest from the 7th day of September 1896, and Costs aforesaid; and on default to pay the Same, that an Order of Sale issue to the Sheriff of Said County Commanding him to proceed, according to the Statute regulating Judgments and Executions at law to Sell the real Estate described in the Plaintiff's petition &c. And Whereas the Three days aforesaid have fully expired, and the Said Sum of Five Hundred and Seventy two Dollars, and Costs aforesaid have not been paid, or any part thereof, as appears to us of record

We therefore Command you, That you proceed without delay to appraise advertise and Sell according to the Statute regulating Judgments and Executions at law the following lands and Tenements Situated in Union County Ohio to-wit

Situate in the Village of Plain City, County of Union and State of Ohio, to-wit. Lot No 52, in the Shupper Addition to the Said Village County and State, as the Same is known, Numbered and described on the recorded plat 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 Executions, and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree with costs and interest as Specified therein; and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof, and bring this Order with you

Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 6th day of October A.D. 1896;

(Seal)

J N Gorrell Clerk

On November 7th 1896; The Sheriff Made the following return on Order of Sale to-wit

The State of Ohio } Sheriffs Return
Union County ss }

Sheriffs Fees:		
Service		25
Levy		25
Sum Appraisers	1	20
Swear Appraisers		25
Convey Appraisers	1	00
Writing Appisal		25
Copy of Appisal		25
Notice to Printer		25
Affidavit to Printer		25
Mileage	2	00
Return		25
Total	6	20
Appraisers Fees	3	00
Printers Fees	9	50

In Obedience to the Command of the Order of Sale hereto annexed: I did on the 7th day of October 1896: Summons A Gill C S. Comstock and C L Curry, three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described upon actual View, and afterward on the 7th day of October A.D. 1896 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 (700 00) Dollars; A Certified Copy of Said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County And on the 7th day of October 1896 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of genral Circulation in Union County) Said lands and tenements to be Sold at public auction at the door of the Court House of Said County on the 7th day of November A.D. 1896; 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 Notices did on Said 7th day of November A.D 1896. at the time and place above Mentioned. proceed to offer Said lands and tenements at public Sale. and then and there came John Robinson who bid for the Same the Sum of Four Hundred & Sixty Seven Dollars. and Said Sum being over two-Thirds of the Appraised Value thereof. and Said John 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 Four Hundred & Sixty Seven Dollars

Wm G. Snodgrass Sheriff:

The State of Ohio
Union County } 58

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 genral Circulation in the County of Union, the first publication beginning with Oct 7th 1896

W.C. Shearer

No 7165
Proof of Publication

Sworn to and Subscribed before me this 6th day of November 1896
Printers Fees. $9.50

J N Goodell clerk

John Robinson
VS
Carrie C Rouse et al

Sheriffs Sale
J.B. Cole Attorney
On Order of Sale
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 for Sale at the north door of the Court House in Marysville Ohio on Saturday. November 7th 1896. 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 Plain City County of Union and State of Ohio. to-wit: Lot No 52 in the Schipper addition to the Said Village. County and State. as the Same is known Numbered. and described on the recorded plat at Marysville

Appraised at $700.00 Terms of Sale Cash

October 7th 1896-5w

Wm G. Shodgrass Sheriff of Union County Ohio

No 7165
Motion to Confirm

On Nov 16th 1896: the following Motion to Confirm Sale was filed to wit

John Robinson
VS
Carrie C Rouse et al

Now comes the plaintiff and moves the Court to Confirm the Sale Made in this case

J.B. Cole Attorney for Plaintiff

7165
Entry of Confirmation

Nov. 16th 1896 The following Entry of Confirmation was filed to wit

John Robinson Plaintiff
VS
Carrie C Rouse et als Deft

Entry

On Motion of the plaintiff and on his producing the return of the Sheriff on the Sale Made Under the former order of this Court. and the Court on careful examination of the proceedings of Said Sheriff. being Satisfied that the Same have been 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 John Robinson by deed in fee Simple the lands and tenements So Sold. and a Writ of possession is awarded. to put Said purchaser in possession of Said premises

And the Court coming now to distribute the proceeds of the Sale amounting to $467.00 it is ordered that the Sheriff out of the Money in his hands pay first the Costs of this action Taxed at $31.70. Secondly to the plaintiff John Robinson the balance of Said Money remaining in his hands to-wit the Sum of $ to be applied as a credit upon his Judgment against the Said Carrie C. Rouse and Earl H Rouse defendants

Attest J. N Gorrell Clerk

Pleas Continued and held at the Court House in Marysville. Within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable John A Price. Judge of Said Court. of the Term of September to wit on the 16th day of November in the year of our Lord One Thousand Eight Hundred and Ninety Six

No 6933 Transcript

Be it remembered that heretofore to-wit, on the 16th day of July A.D. 1895 a Transcript was filed in the Clerks Office of the Said Court of Common Pleas of which the following is a true Copy

The State of Ohio
Union County ss

Stephen Cranston Pl'ff
vs
S. B. Sterling J. M. McElroy and Lafe McElroy Def'ts

In Justice's Court for Liberty Township
Before J. C. Jenkins Justice of the Peace

No 258

Amount Claimed $ 114.50

June 12th 1895.

The Plaintiff filed his bill of particulars Which is in Substance as follows:

June 6th 1895. Twelve Months after date I promis to pay to the order of Stephen Cranston One Hundred Dollars Value received at 8% per cent

Sammel B Sterling
J M. McElroy.
Lafe McElroy

June 12th 1895. Issued Summons and delivered to Constable W B Sparks. Returnable June 18" Endorsed as follows. Served the Same on the defendants. Sammel B Sterling by Copy J M. McElroy and Lafe McElroy by leaving copy at their place of residence
W. B. Sparks Constable

June 27th 1895. By agreement between the above parties the case was adjourned to July 3rd 1895. at 9 O'clock A.M.

July 3rd Issued Subpenas for plaintiffs witnesses to wit Henry Skidmore, L Nay C. S Chapman E K. Sawyer J. O. Smith

July 8th 1895. at 9 A.M. the above named parties appeared. Witness Sworn after hearing the Evidence. and after due deliberation it is Considered by me that the plaintiff Collect in the Sum of $ 112.50 July 4" 1895 Costs Taxed at $ 12.85

No 6933
Notice of
appeal before
J.P. Court

Stephen Cranston
vs
S.A. Sterling
J.M. McElroy and
Lafe McElroy

Before Jesse C Jenkins J.P. of Liberty Township Union County O

Notice of Appeal

The Undersigned defendants hereby give Notice of Appeal of this Case to the Court of Common Pleas of Union County Ohio

J.M. McElroy
Lafe McElroy

Appeal Undertaking

Appeal Undertaking before the J.P.

Whereas on the 5th day of July A.D. 185. the Said Stephen Cranston obtained a judgment against the Said S.A. Sterling J.M. McElroy and Lafe McElroy on the docket of J.C. Jenkins J.P. for $12.50 dollars and costs Taxed $12.25, and the Said S.A. Sterling and others intend to appeal therefrom to the Court of Common Pleas of Union County. Now therefore I G.F. McElroy of Liberty Township Union County Ohio do hereby promis and Undertake to the Said Stephen Cranston in the Sum of $250.00 Dollars. That the Said Appellant. if Judgment be adjudged against him on the appeal will Satisfy Such judgment. with interest and costs and costs that may accrue; and also that the Said Appellant will prosecute his appeal to effect and without Unnecessary delay

G.F. McElroy

Executed and acknowledged before me and Surety Approved this 18th day of July 1895

J.C. Jenkins J.P.

Certificate

The State of Ohio
Union County
Liberty Township
ss

Certificate of Transcript

I the Undersigned. a Justice of the Peace in and for Said County and Township hereby Certify that the Within is a full and True Copy of the record of the proceedings in the above action. had by and before me. at My office in Said Township. and of the Costs in Said Case. as the Same Appear of record on my Docket Page 362

July 8th 1895

J.C Jenkins Justice of the Peace

No 6933
Motion for
Dimmution
of Record

Stephen Cranston Plaintiff
vs
S.A. Sterling et al Defendants

In the Court of Common Pleas of Union County Ohio

Motion for Dimmution of Record

And now come the Said defendants J.M. McElroy and Lafe McElroy and represent to the Court that they gave Notice of the Appeal from the Judgment of the Justice of the Peace herein in writing - Said original Notice of Appeal being herein filed - but that Said Justice of the Peace arbitrarily refused to recognize Said Notice. but Made his Transcript Show that the defendant S.A. Sterling gave Said Notice of Appeal. and also Made the Bond or Undertaking for Appeal herein Show that Said defendant S.A. Sterling intended to appeal Said Case to this Court. That Said Transcript and bond are absolutely false in that particular. These defendants further represent that Said S.A. Sterling is Wholey insolvent. and no part of any Judgment could be Collected of him by process of Law. but that Said defendants J.M. McElroy and Lafe McElroy are responsable in law for any judgment that may be obtained against them. and that because of the Solvency of Said defendants J.M. McElroy and Lafe McElroy. and of the insolvency of Said defendant S.A. Sterling. the Said Justice of the Peace caused Said bond and Transcript to falsely Show that Said S.A. Sterling gave Notice of Appeal Whereas in truth and in fact

No 6933
Entry for
Dimmution
of Record

No 6933
Entry

Said S...
in the Ap...
The Said ...
dismissing
Peace J...
oath as ...
the final ...
herein a ...
or Undertak...

The State of ...
Union Co...

facts State...

Sworn to ...
9th day of ...

On the 5th ...

Stephen Cr...
vs
S.A. Sterl...

J.M. McE...
was Liber...
of Counsel ...
It is the ...
of Said Jus...
Same here...
Lafe McE...
in Said ...
the actual ...
this Case to ...
of S.A. Ste...
that the Sa...
answer for ...
McElroy ...
herein aga...

Stephen ...
vs
S.A. Sterl...

Waived wa...
Considerati...

Said S A Sterling did not give Notice of Appeal, and was in no way interested in the Appeal of this Cause from Said Justice

The Said Defendants J M. Mc Ilroy and Lafe Mc Ilroy therefore Suggests a diminution of the record herein, and if Necessary that Said Justice of the Peace J.C Jenkins Esq be brought into this Court and Examined Under oath as to the Several Matters and things herein Set forth, and that Upon the final Hearing hereof Said Justice of the Peace be required to file herein a Corrected transcript Showing true facts, and to Correct Said bond or Undertaking for Appeal to Conform to the truth and the facts

John M Brodrick Attorney J M & Lafe Mc Ilroy

The State of Ohio }
Jersey County } ss

J M. Mc Ilroy one of the defendants being Sworn Makes oath that the facts Stated in the foregoing Motion are as Affiant believes true

J M Mc Ilroy

Sworn to by Said J M Mc Ilroy before me and Signed by him in my presence this 9th day of September 1895

J. McConnell Clerk
By Jno D Connell Deputy

On the 5th day of February A.D. 1896 the following Entry was filed to-wit

No 6933 Entry for Diminution of Record

Stephen Cranston
vs
S A. Sterling et al

Entry

This day this Cause came on for hearing on the Motion of the Defendants J M. Mc Ilroy and Lafe Mc Ilroy, for a diminution of the record herein, and the Same was Submitted to the Court Upon the Said Motion, Transcript and the Evidence, and arguments of Counsel, On Consideration whereof the Court do Sustain Said Motion

It is therefore Considered, ordered and adjudged by the Court that the Said record of Said Jesse Jenkins J.P. and the Transcript of the Same herein filed be and the Same hereby is Corrected So as to Show that Said Defendants J M. Mc Ilroy and Lafe Mc Ilroy Appealed the Said Case to the Court and Said Appeal Bond Contained in Said record, and Transcript be and the Same hereby is Corrected to Correspond to the actual facts So as to Show that Said J M. Mc Ilroy, and Lafe Mc Ilroy Appealed this Case to this Court, and all reference to the Name of S A Sterling, and the Name of S A. Sterling, in Said bond is hereby Eliminated from Said bond, and that the Said Surety thereon: S F. Mc Ilroy, Shall only be held and bound to answer for any Judgment that may be rendered herein against Said J M. Mc Ilroy and Lafe Mc Ilroy, but not for any Judgment that may be rendered herein against Said S A Sterling

Brodrick for Defendants

Stephen Cranston
vs
S A. Sterling et al

Entry

No 6933 Entry

This day this Cause come on for Trial, and a Jury being Waived was Submitted to the Court upon the pleadings and the evidence, on Consideration whereof the Court find on the issue Joined, for the defendants

J M. McIlroy and Lafe McIlroy: It is therefore considered and adjudged that the Said defendants J M. McIlroy and Lafe McIlroy go hence without day, and recover of the Plaintiff their costs herein Expended taxed at $---- and Execution is awarded therefor

The Court further find that the defendant S. A Sterling is in default for answer and demurrer to plaintiffs petition herein filed, and that the allegations thereof are thereby confessed by him to be true and that he is indebted to the plaintiff in the Sum of One Hundred and Twenty Six and 89/100 Dollars, with Eight per cent interest thereon from the first day of this term to-wit September 7th 1896.

It is therefore considered and adjudged by the Court that the Said Plaintiff recover of the Said defendant S. A. Sterling Said Sum of One Hundred and Twenty Six and 89/100 Dollars, with Eight per cent interest thereon from September 7th 1896, and his Costs herein Expended taxed at $---- and Execution is awarded Therefor

W. T. Hoffs for Plaintiff
Beodrick for McIlroys

Attest J. N Gornell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Caleb Norris Judge of Said Court of the Term of January to-wit on the 4th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore to-wit on the 26th day of September A.D. 1896 Jane E Beerbower filed in the Clerks Office of the Said Court of Common Pleas the following Petition against John E Beerbower to-wit

Jane E. Beerbower Plaintiff VS John E Beerbower Defendant	Court of Common Pleas. Union County. Ohio

Petition

No 7217 Petition Plaintiff Says she is a bona-fide resident of Union County, and a resident of the State of Ohio, and has been a resident of the State of Ohio for more that ten years last Past.

Plaintiff Says She was Married to the defendant John E Beerbower on the 1st day of May, 1881, Ever Since which time She has in all respects conducted herself toward the defendant as a faithful, Affectionate, loving and Obedient Wife: that She performed evry duty incumbent upon her by the Marriage relation

She Charges the defendant with gross neglect of duty for more than three years last past, in this, to-Wit; that the defendant has failed to provide the plaintiff with the Necessary Comforts of life, including food and clothing and a home, to the extent that plaintiff has been Compelled to provide her own living by taking in Sewing, and teaching, and doing Millinery work: and the plaintiff Says that the defendant has, during all their Married life, been crabbed, irritable and cruel toward the plaintiff, So as to make plaintiffs life during all of that time Most Unhappy; and She Says the defendant Utterly refuses to live with plaintiff, or to Support plaintiff, or furnish her with any Means of Subsistance

and She is now, and has been for a long time, as hereinbefore Stated, Compelled to earn her own Support: and She Says that it is impossible for her to live with defendant any longer.

She Says the following Children have been born of Said Marriage, To-Wit; Percy J. Benbower born January 18th 1882; Elsie J. Benbower, born March 16th 1887; That plaintiff Now has the care, Custody and Support of her Said Minor Children

She prays that the defendant may be duly Notified of the filing of this petition; and that upon the final hearing hereof, that She may be granted a divorce from the defendant, and a decree for the Custody of her Said Children aforesaid; and She asks for reasonable Alimony, and prays for all relief proper and right in the premises

Cameron & Cameron Attys for Plaintiff

State of Ohio
Union County ss

Jane E Benbower, being duly Sworn, Says She is the plaintiff in the foregoing action; that the Several Matters and things Set forth and contained in her petition are true as She Verily Believes

Jane E Benbower

On the 3rd day of Oct A.D. 1896: The following in divorce was issued to-wit

No 7217
Summons

The State of Ohio
Union County ss

Summons in Divorce

To the Sheriff of Franklin County

You are commanded to Notify John E. Benbower, that Jane E. Benbower 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 hereunto 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~~ 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 12th day of October A.D. 1896

Seal

Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 3rd day of Oct A.D. 1896:

J.N. Gosnell Clerk
By J No A Gosnell Deputy

On October 10th 1896: The following return was made on Summons by the Sheriff of Franklin County to-wit

Jane E Benbower
Against
John E Benbower

Sheriffs Fees		
Service & Ret		50
Copy		20
Mileage	1	00
Docket		16
Return		25
Postage		4
Total	2	15

Received 12 o'clock M. on the 8th day of October A.D. 1896 and on the Same day of October A.D. 1896: I Served the Same by personally handing a true copy thereof with all the indorsements thereon together with a certified copy of the petition for divorce in this case, to the within named defendant John E Benbower

Wheeler J Yenney Sheriff
By Elisha Thompson Deputy

Jane E. Benbower Plaintiff
Vs
John E. Benbower Defendant

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

This day this cause came on to be heard upon the pleadings and evidence. 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 herein, and that the allegations of the petition are confessed by him to be true

The Court further finds from the evidence that the plaintiff, at the time of filing her petition herein, had been a resident of the State of Ohio for more than a year next preceding the same. and was at the time of filing, a bona-fide resident of said Union County. and that the parties hereto were Married as the petition set forth

The Court further finds, from the evidence, that the defendants has been guilty of gross Neglect of duty. and Extreme cruelty toward the said plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for

No 7279 Petition

It is therefore ordered and adjudged by the Court that the Marriage Contract heretofore existing between the said Jane E Benbower and John E. Benbower be and the same is hereby dissolved. and both parties are released from the obligations of the same.

It is further ordered that the Custody, Care, education, and Control of the said Children of the parties hereto, Namely, Elsie Benbower and Percy Benbower, be until further order, confided to the said plaintiff exclusively, Said defendant to have the right to see said Children as often as he desire provided he shall arrange for them to visit him without expence to the plaintiff

It is further ordered that the plaintiff as a portion of her alimony, have exclusive ownership and possession of all the furniture, books, pictures, Carpets, bedding, and all personal property of Every kind, including the Piano, now in the residence formerly occupied by them at No 1264 Neil Avenue, Columbus Ohio

It is further ordered by the Court that the defendant pay to the plaintiff as her reasonable Alimony, in Money the sum of $30.00 on the first day of each and every Month hereafter until further order of this Court, Said Monthly payments to begin with the first day of Feb. 1897 and in default of said payment. for five days execution shall issue therefor

It is further ordered that the plaintiff shall pay the the costs herein.

Attest J N Konnedy Clerk

Pleas C
of Union, in
the Honora
January
Be it
filed in the
Flick and

Simon S
Vs
J.P. Flick a
J Woodburn

No 7279 Petition

the Sum of
that this a
all the Credi
$122 07/100

Promis to pa
and 7/100 Da
Annually
and authoriz
shall become
and Service
or Holder of
after the Sa
all rights of
Witness m

There is due
two and 7/100
at 8 per Cent
judgment

The State of

Plaintiff du
per the paym
Stated. and

Swor

Simon Sta
Vs
No 7279 J.P Flick an
Answer

Attorney, an

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Caleb. Norris of said Court, of the Term of January To-Wit- on the 5th day of January in the Year of our Lord One Thousand Eight Hundred and Ninty Six

Be it remembered that heretofore To-Wit, on the 5th day of January A.D. 1896: Samuel Staley filed in the Clerks Office of the Said Court of Common Pleas the following Petition against J.P. Fleck and J. Woodburn To-Wit

Simon Staley Plaintiff
vs
J.P. Fleck and
J. Woodburn Defendants

Petition And Answer in Cognovit
Court of Common Pleas
Petition

No 7279
Petition

The Plaintiff says that the Defendants are indebted to him in the Sum of $122 07/100. with interest at eight per cent from Aug 22nd 1895 payable annually that this action is founded upon a promissory Note, of which the following is a copy, with all the Credits and indorsements thereon;

$122 07/100 Marysville Ohio Aug 22nd 1895

Twelve Months after date as principal debtors we jointly and severally promis to pay to Simon Staley or order. at Marysville Ohio: One Hundred Twenty two and 7/100 Dollars for Value received with interest at Eight per cent per Annum payable annually: And we hereby dispense with the demand of payment 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 rights of Appeal in this behalf

Witness our hands and Seals this 22nd day of Aug 1895.. J.P. Fleck (Seal)
J. Woodburn (Seal)

There is due to Plaintiff from Defendants on Said Note the Sum of One Hundred Twenty two and 7/100 Dollars which he claims with interest from the 22nd day of August A.D. 1895 at 8 per Cent. per Annum. payable annually, and for which with Costs of Suit he asks judgment against the Defendants

J.E. Griffith Attorney for Plaintiff

The State of Ohio Union County ss

J E Griffith being Sworn, says that he is Attorney for Plaintiff duly authorized in the premise, that this action is founded on a instrument for the payment of Money only which instrument is in his possession, and that the facts Stated, and allegations in Said Petition are as affiant believes true

J.E Griffith

Sworn to before me, and Signed in My presence this 5th day of January A.D. 1897
(Seal) J.W. Dillon Notary Public

Simon Staley Plaintiff
vs
J.P Fleck and J Woodburn Defendants

No 7279
Answer

Court of Common Pleas Union County Ohio

Answer

The Defendants J.P. Fleck and J Woodburn by W.W. Merchant Attorney, and an Attorney at Law of record in this Court duly authorized therefor

by the Warrant of Attorney embraced in the Note Sued on in this Suit, and which Note with the accompanying Warrant of Attorney, is produced, and thereon to the Court, and filed herewith, Now Comes and Waives the issuing, and process of this Action, and hereby enters their Appearance herein; and Said Defendants by W. W. Merchant Said Attorney duly authorized as aforesaid, Say that they Cannot gainsay, or resist the facts Stated and allegations in the petition of Plaintiff herein filed against them, but acknowledge, and Confess the Same to be true, and Say that they are indebted to the Plaintiff on the Said Note in the Manner and form as the Plaintiff has in his Petition Set forth, and that the amount due upon Said indebtedness at this day is the Sum of One Hundred Thirty Six and 18/100 Dollars bearing interest at 8 per Cent. per Annum, and therefore for that Sum, with interest from January 6th 1897 at 8 per Cent per Annum and accruing costs they Confess so Judgment in favor of the Plaintiff, and waive, and release all errors in this proceeding, and Said Judgment, and all proceedings, petition, and writs of Error thereon

W. W. Merchant Attorney for Defendant

Simon Staley Plaintiff
Against
J. P. Fleck and J. Woodburn
Defendant

Court of Common Pleas Union County Ohio
Entry
Judgment by Confession for $ 136 18/100

No 7279 Entry

This day Came the Plaintiff by J. C. Griffith Attorney and filed his Petition against Said Defendants and thereupon W. W. Merchant an Attorney at Law of this Court by Virtue of a Warrant of Attorney for the purpose, duly executed by Said Defendants, Now produced in Open Court, proven, Thereon to the Court and filed with the Clerk thereof, Appeared in Open Court in behalf of the Said Defendants waived the issuing, and Service of process, Entered the Appearance of Said Defendants herein, and acknowledging that Said Defendants did owe, and were indebted unto the Plaintiff as he has in his petition alleged, by Virtue of Said Warrant of Attorney Confessed that there was due from Said Defendants to Said Plaintiff, on Said indebtedness the Sum of One Hundred Thirty Six and 18/100 Dollars, bearing interest at 8 per Cent per Annum, and that Said Plaintiff ought to recover of Said Defendants a Judgment for that Sum, It is therefore Considered by the Court here that the Said Simon Staley Plaintiff do recover of the Said J. P. Fleck and J. Woodburn Defendants the Sum of One Hundred thirty Six and 18/100 Dollars so Confessed, as aforesaid, with interest from January 5th 1897 at 8 per cent. per annum, and also Costs in his behalf expended Taxed at $4 91. and by Virtue of Said Warrant of Attorney all errors in this Action, Judgment and proceeding, and all proceedings Petitions and writs of error thereon, and by Said Defendants Waived and released

Attest J. N. Gamble Clerk

No 7277 Petition

Pleas
County of
of Ohio by
To-wit- on
Unity Lea
Be
The Plaintiff
Common P

The State of
Union Cou

The Plaintiff
Plain Ctf
V S
Edward P.
Warrant-B
Jennette He

Ohio Under
to it from Ed
promissory
warrant of
this petition
thereon at
Says that it
$ 217.50 Pla

and Leonard
Two Hundre
hereby agree
time to time
extention of
any Court of
Costs due,
U.S. or any or
that may app
all errors in
proceedings
for the Collec
by Virtue of
other State, or
authorize the
Stock. Bond
Witness our h

Whereupon the
and Leonard
October A.D. 1

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Caleb Norris Judge of Said Court of the Term of January To-wit: on the 5th day January in the year of Our Lord One thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore To-wit, on the 5th day of January A.D. 1897 The Farmers Bank Plain City Ohio filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Edward P Houghton et al To-wit.

The State of Ohio
Union County ss

The Farmers Bank
Plain City Ohio
VS
Edward P. Houghton
Harriet B Houghton
Jennette Houghton

Petition and Answer in Cognovit
Court of Common Pleas

Civil Action for Money Only

Petition

No 7277
Petition

The Plaintiff Says that it is a Partnership doing business in the State of Ohio Under the firm name of the Farmers Bank. the above Named Plaintiff Says that there is due to it from Edward Houghton Harriet B. Houghton and Jenette Houghton Defendants on a promissory Note Made by the Defendants dated the 16th day of July A.D. 1895. Which note with the warrant of Attorney thereto annexed is hereby attached Marked Exhibit "A" and made a part of this petition. the Sum of Two Hundred and Seventeen Dollars and Thirty Cents with interest thereon at Eight per cent. per annum from the 15th day of October A.D. 1895. The Plaintiff further Says that it is the Legal owner and holder of Said note, that the Said Sum is due and unpaid $217.30 Plain City Ohio July 16th 1895

On or before Oct 15th after date, for Value received we jointly and severally promise to pay to the Order of The Farmers Bank, at its office in Plain City Ohio Two Hundred and Seventeen 30/100 Dollars with interest at eight per cent after Maturity, And it is hereby agreed that after this obligation Shall have become due time of payment may be extended from time to time without our knowledge or Consent and we Shall remain liable notwithstanding such extention of time and we hereby authorize ..... or any attorney at Law to appear before any Court of Record or Justice of the Peace in the State of Ohio or elsewhere at any time after this obligation becomes due, and confess Judgment against us. or any or either of us. in favor of the Farmers Bank. or the Legal holder hereof for the Amount that may appear due thereon, for principal, interest, Cost of Suit and all Attorney fees, releasing all errors in the Judgment to be confessed, and waiving all right and benefit of Appeal and any or all proceedings to Set aside, Vacate, open, Suspend or reverse Such Judgment or Execution issued for the Collection thereof. We also waive all benefit of Advantage to which we may be entitled by Virtue of any Homestead or other exemption Law, now, or hereafter, in force in this or any other State, or elsewhere, where Judgment may be rendered by virtue hereof. We hereby authorize the payee, its agents or assigns, to Sell at public or private Sale, any or all Notes Stocks, Bonds, or other evidences of indebtedness pledged as Collateral to the payment of this Note

Witness our hands the day and date above Written

Edward P Houghton (Ss)
Harriet B. Houghton (Ss)
Jeanette Houghton (Ss)

Whereupon the Plaintiff asks Judgment against Said Defendants for the Sum of Two Hundred and Seventeen Dollars and Thirty Cents with interest at Eight per Cent per annum from the 15th day of October A.D. 1895 and Costs of Suit

John M Bedrick Attorney for Plaintiff

The State of Ohio
Union County ss

John M Bredrick 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 Plaintiff is a Non resident of said Union County Ohio

John M Bredrick

Sworn to before me and Signed in my presence this 5th day of January A.D. 1887

J N Gamble Clerk
By Jno S Gamble Deputy

The Farmers Bank
Vs
Edward P Houghton et al

No 7277
Answer

Court of Common Pleas Union County Ohio
Answer of Defendant

And now comes Edward P. Houghton Harriett B Houghton and Jenette Houghton 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 Two Hundred and thirty Eight Dollars and Thirty five Cents, the Amount Appearing due for principal and interest on said note, also Consent that Judgment be entered in the same Manner against Defendants for Costs of this Action, and all errors are Hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by Virtue of any Execution issued on the Judgment in this Case is hereby waived; January 5th 1887

John L Porter Attorney for Defendant

The Farmers Bank
Vs
Edward P Houghton et al

Entry

This day came the Plaintiff by John M Bredrick its Attorney and thereupon Came John L Porter 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, Confessed that there is due from Said Defendants to Said Plaintiff, as is alleged in Said Plaintiffs petition, the Sum of $ 238.25; It is therefore Considered that Said Plaintiff do recover from Said Defendants the Said Sum of $ 208.25 So as aforesaid confessed to be due, together with Costs of Suit herein, to be Taxed and with interest to be computed at the rate of 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 Waived

Attest J N Gamble Clerk

Pleas continued and held at the Court House in Marysville, Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Caleb Norris Judge of Said Court, of the Term of January To-wit- on the 4th day of January in the year of our Lord One Thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore To-wit, on the 4th day of January A.D. 1897 The Union Banking Co filed in the clerks Office of the Said Court of Common Pleas the following Petition against Edward P. Houghton et al-To-Wit.

The State of Ohio, Union County ss

Petition And Answer in Cognovit

The Union Banking Company; Plaintiff
vs
C. F. Sellers Defendant

In the Court of Common Pleas

Petition

The Plaintiff says that it is a corporation duly incorporated under the Laws of Ohio and doing a general Banking business with headquarters at Marysville O

No 7276 Petition

This its action is founded upon a promissory Note, of which the following is a copy with all credits and indorsements thereon

$4000.00 Marysville O October 2nd 1896.

Ninty days after date for Value received we or either of us promis to pay to the Union Banking Company or Order at The Banking House of Said Company at Marysville Ohio. Four Thousand Dollars with interest at 8 per cent after Maturity and from date. 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 The Union Banking Company against us or either of us for the Amount that may be due them 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 Seal this- day- of- A.D. 189

No 9378; Due Dec 31/96.

C F Sellers

Indorsed; Interest Payed to January 4th 1897 $82.00

Paid $1500.00 4th 1897 by gilt edge Accts turned over to Bank

There is due to Plaintiff from the Defendants on Said note the Sum of Twenty four hundred Dollars which it Claimes with interest from the 4th day of January A.D. 1897 at 8 per cent per annum, and for which with costs of Suit it asks judgment against the Defendant

J. H. Kinkade Attorney for Plaintiff

The State of Ohio, Union County ss

J.H. Kinkade being Sworn Says that he is the Attorney of The Plaintiff a Corporation and this Suit is for Money only and Note is in his possession and that the facts Stated and allegations in Said Petition are as affiant believes true.

J H Kinkade

Sworn to before me and Signed in my presence this 4th day of January A.D. 1897

J N Gosnell Clerk
By Jno A Gosnell Deputy

The Union Banking Company: Plaintiff
against
C F Sellers. Defendant

Court of Common Pleas Union County Ohio:

Answer

No 7276
Answer

The Defendant C F Sellers by J.W. Robinson Attorney, and an Attorney at Law of Record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the Note Sued on in this Suit, and which note with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith now come, and waive the issuing and Service of process in this action, and hereby enter his appearance herein: and Said Defendant by J.W. Robinson: Said Attorney duly authorized as aforesaid Say that he cannot gainsay or resist the facts Stated and allegations in the petition of Plaintiff herein filed against him, but acknowledges and confesses the same to be true, and Say that he is indebted to the Plaintiff on the Said note in Manner and form as the Plaintiff has in its Petition Set forth, and that the Amount due upon Said indebtedness at this day is the Sum of Twenty four Hundred Dollars bearing interest at 8 per cent per annum, and therefore, for that Sum with interest from January 4th 1897 at 8 per cent per annum and accruing costs he Confesses judgment in favor of the Plaintiff, and waives all Service in this proceeding, and Said judgment and all proceedings, petitions, and Writs of error therein

J.W. Robinson Attorney for Defendant

The Union Banking Company: Plaintiff
against
C F Sellers, Deft

Judgment by Confession for $2500"
Entry

No 7276
Entry

This day Came the Plaintiff by J.H. Kinkade Attorney and filed its Petition against Said Defendant and thereupon J.W. Robinson an Attorney at Law of this Court, by Virtue of a Warrant of Attorney for that purpose, duly executed by Said Defendant Now produced in open Court, proven Shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the Said Defendant, Waived the issuing and Service of process, entered the appearance of Said Defendant herein, and acknowledging that Said Defendant did owe and was indebted unto the Plaintiff as it has in its petition alleged by Virtue of Said Warrant of Attorney, Confessed that there was due from Said Defendant to Said Plaintiff on Said indebtedness the Sum of Twenty five Hundred Dollars, bearing interest at 8 per cent per annum, and that Said Plaintiff ought to recover of Said Defendant, a judgment for that Sum. It is therefore considered by the Court here that the Said The Union Banking Co. Plaintiff do recover of the Said C F Sellers, Defendant the Sum of Twenty four Hundred Dollars so confessed, as aforesaid, with interest from January 4th 1897 at 8 per cent per annum, and also Costs in its behalf. Expended Taxed to $4 60 and by virtue of Said Warrant of Attorney all Errors in this action Judgment and proceeding, and all proceedings, petitions and writs of error thereon are by Said Defendant Waived and released

J H K

No 7276
Motion

The State of
Union Co

The Union B
vs
C F Sellers

Kinkade
property of
in this acti
Marysville
Sum & Co
foreclosure
upon the gro
advantage
benefit of
The Plain
goods he le
by law for
or such oth

No 7276
Notice

The Union B
Company; P
vs
C F Sellers Def

5th day of Ja
at the Cour
will be he
Sheriff, and
The Motion
This 6th day

No 7276
Waiver of
Service

State of Ohio
County of Union

this 5th day of
be heard at
Sale at prio

State of Ohio

The Union B
Company Pl
vs
C F Sellers

No 7276
Affidavit

The State of Ohio } Court of Common Pleas
Union County SS }

The Union Banking Co } Motion for order to Appraise and Sell at private Sale
VS }
C.F. Sellers }

Now comes the Plaintiff the Union Banking Company by J.H. Kinkade its Attorney and Moves the court for an Order to Appraise and Sell the following property of the defendant C.F. Sellers levied upon by the Sheriff upon Execution issued

No 7276 Motion in this action to-wit The Entire Stock of goods of Said defendants Situate on Main Street Marysville Ohio in Thompsons building now occupied by C.F. Sellers Consisting of Candy, Chewing Gum & C.M. boxes pails and frames & pair of Counter Scales & Corn cob Conversation Candy woreran in room Upon the premises. that Said goods are of a perishable nature. and Upon the grounds that the Same can be disposed of as an entire Stock or in bulk to a better advantage than the usual Mode of public auction. and that Said Sale will be for the benefit of all parties

The Plaintiff therefore asks for an order for the appraisment and Sale of Said goods &c levied upon by the Sheriff. at private Sale for cash within the period limited by law for the return of the Execution at not less than 2/3 of the appraised value thereof or Such other order as may be deemed proper

J.H. Kinkade Attorney for Plaintiff

The Union Banking Company; Plaintiff } The State of Ohio Union County SS
VS } Court of Common Pleas
C.F. Sellers Defendant } Notice

To C.F. Sellers Defendant; you are hereby notified that on the

No 7276 Notice 5th day of January A.D. 1897. at 1 O'Clock P.M. or as Soon thereafter as counsel can be heard. at the Court House of Said county. before Said Court of Common Pleas a Motion will be heard for an order to Appraise and Sell the property levied upon by the Sheriff. and Mentioned in Said Motion which is on file in Said case

The Motion is Made by the Plaintiff and Affidavit in Support of it will be used by it This 5th day of January 1897

J.H. Kinkade Attorney for Plaintiff

State of Ohio }
County of Union } Marysville O January 5th 1897

No 7276 Waiver of Service I C.F. Sellers hereby acknowledge Service of a copy of the above notice this 5th day of January 1897 at 1 O'clock P.M. and waive time and ask that the Motion be heard at once and Consent to the granting of the Same for Appraisment and Sale at private Sale

C.F. Sellers

State of Ohio Union County SS

The Union Banking Company Plaintiff } Court of Common Pleas
VS }
C.F. Sellers Deft } Affidavit

No 7276 Affidavit

And now comes C.M. Ingman of the County of Union

And State of Ohio and makes Solumn oath that he knows the property levied upon by the Sheriff on Execution in this case, and its Situation, Condition and relation that it Should be Sold because of its perishable Nature, requiring Constant and particular care, and further that he has a knowledge of Such goods, and the quantity in this case and nature, and he believes that the Same would and could be Sold to the best advantage for cash, and at private Sale, and further Affiant Saith not

O M Ingman

Sworn to and Subscribed before me this 5th day of January 1897.

(Seal) W W Merchant Notary Public

The Union Banking Company, Plaintiff
Vs
C F Sellers Deft

Entry
Private Sale

No 7276 Entry Private Sale

This cause coming on for hearing on the Motion of the Plaintiff and Affidavits to Sell at private Sale &c on consideration thereof. And for good cause Shown it is Ordered that the Sheriff cause the goods and Chattels Levied on in this case to be Appraised according to law, by three disinterested persons, and that he may then Sell the Same at private Sale for cash within 58 days from this date which will be the day proceeding the return day of the Execution, at not less than two Thirds of the Appraised Value

J.H.K

Pleas
County of
of Ohio be
to-wit on
Be it
Citizens Ho
Pleas the fa

The Citizens
Saving Compa
Agai
Louis G. E
Julia A. Engl

No 7209 Petition

incorporate
and Loan
I. First Cau
and Saving
G English
following

Received of
Hundred
in Said Co
Shall be app
against me
interest and
Third: The -b
Shall be Cou
thereon Shal
weekly pay
payable

No 451

The B
Sec. 31. Sha
paid on his
held by him
Shall becom
By the app
the premium
interest ther
The Sai
One Hundre
Terms of Sa
$23 04 for In
Said Stock
The Said
as agreed
been mad

Pleas Continued and Held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Caleb Norris Judge of Said Court of the Term of January to-wit on the 14th day of January in the year of our Lord One Thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore to-wit on the 12th day of September A.D. 1896; The Citizens Home and Saving Company filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Louis G. English et al

No 7209
Petition

The Citizens Home and Saving Company, Plaintiff
Against
Louis G. English and Julia A. English, Defendants

In the Court of Common Pleas of Union County Ohio
No 7209

Petition

The Plaintiff Says: That it is an Association duly organized and incorporated Under the Laws of the State of Ohio providing for the incorporation of Building and Loan Associations, and that its principal Office is at Marysville, Ohio

I. First cause of action; For a first cause of action the Said Plaintiff, The Citizens Home and Saving Company says: That on the 24th day of April 1894; The Said Defendant Louis G. English Made and delivered to Said Company a Contract in writing of which the following is a Copy

$800 Marysville Ohio April 24th 1894

Received of The Citizens Home and Saving Company of Marysville Ohio, Eight Hundred Dollars as a loan on Eight Shares of Stock No 781 owned by Louis G. English in Said Company. I agree to pay to Said Company weekly, not less than Two Dollars, which Shall be applied as follows; First; To the payment of any fines or other assessments made against me, in pursuance of the by-laws of Said Company; Second; To the payment of the interest and premium due on Said loan, amounting to One 24/100 Dollars per week Third; The balance of Said payments Shall be Credited as dues on Said Stock. Said payments Shall be continued until the dues So credited on Said Stock together with the dividends thereon Shall equal the amount loaned. Should I fail for Eight weeks to pay Said weekly payments then the whole amount of Said loan Shall at once become due and payable

Louis G English

No 451

The By-Laws of Said Company providing for the assessment of fines is as follows Sec. 31. Should any borrowing Member fail to pay the weekly amount required to be paid on his Stock he Shall be fined five Cents on each one hundred dollars of Stock held by him for each failure, and after eight failures the whole amount of his loan Shall become due, and the Board of Directors Shall order the Mortgage to be foreclosed

By the application for Said loan and the agreement Under which the Same was Made the premium for the precedence in obtaining Said loan Was 24/100 Dollars per week, and the interest thereon was 96/100 Dollars per week

The Said defendant Louis G. English has paid to Said Company the Sum of One Hundred and Forty Two and 52/100 Dollars which has been applied according to the Terms of Said Contract as follows; For fines $3.20; for Insurance $30.55 for Premium $23.04 for Interest $64.12 and the remainder $16.61 has been Credited as dues on Said Stock. The Dividens declared on Said Stock are Ten and 71/100 Dollars

The Said defendant Louis G. English has failed to make the weekly payments as agreed to be paid in Said Contract for 29 weeks, The last payment having been made on Said Stock on the 17th day of February 1896

II. Second Cause of action: For a Second cause of action the Said Plaintiff: The Citizens Home and Savings Company says: That on the 24th day of April 1894, and to Secure the Said loan, and weekly payments, set forth in Said Contract in Said first cause of action herein the Said defendants Louis G. English & Julia A. English his Wife executed and delivered to Said Plaintiff. The Citizens Home and Savings Company. their Mortgage deed. and thereby Conveyed to Said Company the following described real Estate, Viz: Situate in the Village of Marysville County of Union and State of Ohio: Being Fifty (50) feet off the West Side of In Lot Number Three Hundred and Fifty One (351) For a more definite description of Said In Lot reference is hereby made to the recorded plat of Robinsons Addition to Said Village in the Office of the Recorder of Said Union County Ohio: Said Lot being No 334 of Said Addition

The Condition Contained in Said Mortgage was as follows

Provided nevertheless, and these presents are upon this Condition, That, Whereas the Said Lewis G. English has Entered into a Contract in writing with Said Company in the words and figures following To-Wit

$800 Marysville Ohio April 24th 1894

Received of The Citizens Home and Savings Company of Marysville Ohio. Eight Hundred Dollars, as a loan on Eight Shares of Stock No 981, owned by Lewis G. English in Said Company; I agree to pay to Said Company weekly, not less than Two Dollars which Shall be applied as follows.

First: To the payment of any fines or other assessments made against me in pursuance of the By-Laws of Said Company.

Second: To the payment of the interest and premiums due on Said loan amounting to one and 25/100 Dollars per week

Third: To the payment of any Sum of Money Expended by Said Company for Insurance of Mortgaged property as required by the By-Laws of Said Company

Fourth: The balance of Said payment Shall be Credited as dues on Said Stock; Said payments Shall be Continued Until the dues so credited on Said Stock together with the dividends declared thereon Shall Equal the Ammount loaned

Should I fail for eight weeks to pay Said weekly payments, then the whole Amount of Said loan Shall at once become due and payable:

Signed Lewis G. English

Now if the Said Lewis G. English Shall pay to Said Company its Successors or Assigns, the Said Sums of Money when due as Set forth by Said Contract then these presents Shall be Void

On the 24th day of April A.D. 1894: at 2:30 O'Clock P.M. Said Mortgage was delivered to the Recorder of Said Union County, Ohio. for record and was duly recorded in Volume 33 page 116. of the Records of Mortgages of Said County

Said Mortgage deed has become Absolute: there is due and remaining Unpaid upon Said Contract Set forth in the first Cause of action herein the Sum of Seven Hundred and Seventy Eight and 96/100 Dollars, on the 17th day of February 1896: and the further Sum provided in Said Contract, Viz: for fines 70/100 Dollars: for premiums 82/100 Dollars, and for interest 96/100 Dollars. in all One and 48/100 Dollars, for Each and Every Week from and after Said 17th day of February 1896:

The Said Plaintiff. The Citizens Home and Savings Company, therefore, asks Judgment against Said Louis G English for Said Sum of Seven Hundred and Seventy Eight and 96/100 Dollars and One and 65/100 Dollars for Each and every week from and after February 17th 1896: that Said Mortgage May be foreclosed. Said premises Ordered Sold and the proceeds Thereof be applied to the payment of Said

indebtedn
additional fo
relief in th

The State of
County of

Attorney of
Stated in th

Sworn to b
This 12th day

Issue Su
the Sheriff of
foreclosure
February 17

No 7209 Summons

English Tha
Court of Com
A.D. 1896 or
according
You will
of Septembe

The State o
Sheriffs Fe

No 7209 Sheriffs Return

Service and Re
Mileage
Cop
Total

17" day of Fe

The Citizens
Savings Com
VS
Louis G Englis

No 7209 Entry

evidence, The
in this Case

indebtedness of Seven Hundred and Seventy Eight 75/100 Dollars, and Acre and 68/100 Dollars additional from and after the 17th day of February 1896: until paid, and for all proper relief in the premises

John M. Brodrick Attorney for Said The Citizens Home and Savings Company

The State of Ohio
County of Union

John M. Brodrick being Sworn Makes Oath that he is the Attorney of Said Plaintiff. The Citizens Home and Savings Company, 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 12th day of September 1896:

(Seal)

J. N. Gosnell Clerk in and for Union County Ohio

Precipe

Issue Summons for the defendants Louis G. English and Julia A. English to the Sheriff of Union County Ohio, returnable according to law: Indorse: Judgment and foreclosure of Mortgage: Amount claimed $778.75 and $1.68 interest from and after February 17th 1896

John M. Brodrick Attorney for Plaintiff

The State of Ohio
Union County ss

Summons

To the Sheriff of Said County

No 7209
Summons

You are hereby commanded to Notify Louis G. English and Julia A. English that they have been Sued by The Citizens Home and Savings Company, in the Court of Common Pleas of Union County, and Must answer by the 10th day of October A.D. 1896 or the petition of the Said plaintiff will be taken as true, and judgment rendered accordingly

You will Make due return of this Summons on the 21st day of September 1896:

(Seal)

Witness My hand and the Seal of Said Court this 12th day of September A.D. 1896:

J. N. Gosnell Clerk
By Jas A Gosnell Deputy

The State of Ohio Union County

Sheriffs Fees		
Service and Return		65
Mileage		16
Cop		30
Total	1	11

No 7209
Sheriffs Return

Sheriffs Return

Received this writ Sept 15th A.D. 1896. at 2-o'clock P.M. and Served Same by handing a true copy of this writ with the Endorsements thereon to Julia A. English personaly, and to Louis G. English by leaving a Copy at the usual place of residence on the 17th day of September 1896:

Wm G Snodgrass Sheriff:

The Citizens Home and Savings Company
VS
Louis G English et.al.

No 7209
Entry

Entry

This Cause coming on for hearing on the petition 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 demurer, and that

the allegations of the petition are thereby confirmed by them to be true, and that there is due the Plaintiff from the defendant Louis G English on the Contract Set in the petition with weekly payments to the date of this decree, the Sum of Eight Hundred and forty four and $\frac{50}{100}$ dollars

We Court further find that in order to Secure the payment of Said Contract, the defendants Louis G. English and Julia A English his Wife Executed and delivered to Said The Citizens Home and Savings Company, the Plaintiff, their Mortgage, as in the petition described, and on the premises therein described, that Said Mortgage was duly recorded in Volume 33, page 116 of the Records of Mortgages of Said Union County, and is a good and Valid lien on the premises described in the petition, and that the Condition in Said Mortgage has been broken

It is therefore Considered by the Court that the Plaintiff recover from the defendant Louis G English the Said Sum of Eight Hundred and Forty Four and $\frac{50}{100}$ Dollars with weekly payments of One and $\frac{00}{100}$ Dollars per each week, from and after the 16th day of November 1896; and its Costs herein expended Taxed at $ ....

And it is further adjudged and decreed that unless the defendant Louis G. English Shall within three 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 Sums so found due as aforesaid with weekly payment of One and $\frac{00}{100}$ Dollars from and after the 16th day of November 1896, 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 County directing him to appraise, Advertise and Sell Said premises as upon Execution, and report his proceedings to this Court for further order

Brodrick per Plaintiff

No 7209 Precipe for Order of Sale

On November 24th 1896: The following Precipe for Order of Sale was filed to-wit

The Citizens Home and Savings Company
vs
Louis G English et al

Court of Common Pleas
Union County Ohio
Marysville Nov 24th 1896:

To the Clerk of Said Court

Issue Order of Sale in the above case to Sheriff of Union County Ohio returnable according to Law

John M. Brodrick Attorney for Plaintiff

No 7209 Order of Sale

On November 24th 1896 The following Order of Sale was found to-wit

The State of Ohio
Union County } ss

Order of Sale

To the Sheriff of Said County Greeting

Whereas, at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union on the 16th day of November 1896: The Citizens Home and Savings Company obtained a Judgment and decree against Lewis G. English et al for the Sum of Eight Hundred and Forty Four and $\frac{50}{100}$ Dollars with weekly payments of $1 $\frac{00}{100}$ from and after the 16th day of November 1896 and Ten and $\frac{92}{100}$ Dollars Costs of Suit

And Whereas, it was then and there by Said Court Ordered, adjudged and decreed, that the Said Louis G English et al within three days from the 16th day of November A.D. 1896 pay Unto the Said The Citizens Home and Savings Company the Said Sum of $ 844$\frac{50}{100}$ with Said weekly payments and Costs aforesaid, and on 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 three days aforesaid have fully expired, and the said Sum of $ 844/50 and said weekly payments and costs aforesaid, have not been paid, or any part thereof as appears to us of record

We therefore Command you. that you proceed without delay to appraise, advertise and Sell according to the Statute regulating Judgments and Executions at law. the following lands and tenements Situate in Union County Ohio To-wit

Situate in the Village of Marysville county of Union, and State of Ohio; Being Fifty (50) feet off the West Side of In Lot Number Three Hundred and Fifty one (351). For a more definite description of Said In Lot reference is hereby Made to the recorded plat of Robinsons Addition to Said Village in the Office of the Recorder of Said Union County Ohio Said Lot being No 304 of Said Addition

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

(Seal)

Witness My Signature as Clerk of Our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 24½ day of November A.D. 1896

J. N. Gamble Clerk

On December 26th 1896: The following Return was Made on Order of Sale To-wit

The State of Ohio Union County ss

Sheriffs Return

Sheriffs Fees:		
Service		25
Levy		25
Sum Appraisers	1	20
Sworn Appraisers		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Affidavit to Printer		25
Writing Notice		25
Mileage		16
Return		25
Total Sheriffs	3	61
Appraisers fee	3	00
Printers fee	12	25

No 7209 Sheriffs Return

In Obedience to the Command of the Order of Sale hereto annexed, I did on the 24th day of November 1896: Summon Safe Mullen J. H. Shirk and W. P. Beightler three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described, upon actual View, and afterward on the 24th day of November A.D. 1896: 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 $ 1050 00 Dollars. A certified copy of Said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas, of Said County. And on the 25th day of November 1896. 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 December A.D. 1896: 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 5 consecutive weeks; and in pursuance to Said Notice. I did on Said 26th day of December A.D. 1896 at the time and place above Mentioned proceed to offer Said lands and tenements at public Sale and then and there came Henry Morey Pres of The Citizens Home and Savings company who bid for the Same the Sum of

$900 46/100 Dollars and Said Sum being over two-thirds of the appraised Value thereof. and Said Henry Morey 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 Nine Hundred and 46/100 Dollars

Wm G. Snodgrass Sheriff

The Citizens Home and Savings Company
Vs
Lewis G. Englishetal

Sheriffs Sale
J.M. Broderick Attorney
On order of Sale

Court of Common Pleas Union County Ohio

No 7209 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 for Sale at the North door of the Court House in Marysville, Ohio on Saturday, December 26th 1896: 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 Paris County of Union and State of Ohio. and bounded and described as follows. Situated in the Village of Marysville County of Union and State of Ohio Being fifty (50) feet off the west Side of in-Lot Number Three Hundred and fifty one (351) For a More definite description of Said in-Lot reference is hereby Made to the recorded plat of Robinsons Addition to Said Village in the office of the Recorder of Said Union County, Ohio. Said Lot being No 304 of Said Addition Appraised at $ 1050 ""

Terms of Sale Cash November 25th 1896-5.11

Wm G Snodgrass Sheriff Union County

The State of Ohio Union County ss

The Undersigned, being duly Sworn Says that a copy of the annexed Notice was published for 5 consecutive weeks in the Marysville Tribune, a newspaper of general Circulation in the County of Union. the first publication Beginning with Nov 25th 1896 W.C. Skeen

Sworn to and Subscribed before me this 4th day of January 1897

Printers fees $ 12.75 J.N. Gosnell Clerk

On January 5th 1896 The following Entry to Confirm was filed to wit

The Citizens Home and Savings Company
vs
Louis G Englishetal

Entry

No 7209 Entry

On Motion of the Plaintiff and on producing the return of the Sheriff of the Sale heretofore made herein under a former order of the Court. and the Court having Carfully Examined the Same find that the proceedings and Sale have been made ~~in all~~ respects in Conformity to law and the Said order of Court. It is therefore Considered and adjudged that the Said Sale be and the Same hereby is approved and Confirmed and the Sheriff is hereby ordered to Execute and deliver to the purchaser the plaintiff The Citizens Home and Savings Company a good and Sufficient deed for the Premises; and it is ~~further~~ ordered that the Sheriff out of the Money in his hands to-wit $ 900 46 pay 1st To the Treasurer of Union County Ohio the Taxes penalty and interest due on Said premises $ 95.00

2nd To the Clerk of this Court the costs herein Taxed at $30.25
3rd To the Plaintiff herein the remainder of said proceeds $

Broduck for Plaintiff

Allen J. M. Gamell

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Caleb Norris Judge of Said Court of the Term of January to wit on the 4th day of January in the year of Our Lord One Thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore to-wit, on the 9th day of June 1896 Elmer F. Higgins filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Will C Higgins et al

---

Elmer F. Higgins Plaintiff
V S
Will C. Higgins, Maggie Higgins Ida H Brokaw and Byron B. Lloyd Defendants

In the Court of Common Pleas of Union County Ohio.

No 7129 Petition

Petition in Partition

The Plaintiff. Elmer F. Higgins. of Knox County, Ohio. Says that he has a legal right to, and is Seized in fee Simple of the one Undivided one four fifteenths part of the following described real estate. Situate in the Village of Magnetic Springs, in the County of Union and State of Ohio. and known as Lot Seventy One (71) in N.D. Degoods Addition to the Village of Magnetic Springs: A Plat of Which is duly recorded in the Office of records at Marysville, Ohio

Also the following described real Estate, Situated in the County of Union, in the State of Ohio. and in the Township of Leesburg, and bounded and described as follows: Being (40) forty feet off of the South end of Lot No 122. in James & Mc Brides Addition to the Village of Magnetic Springs, and fronting 42 feet on Magnetic Street in Said Village.

Also the following described real Estate Situated in the County of Union. in the State of Ohio. and in the Township of Leesburg, in Survey No 3676. and bounded and described as follows: Being Lot No. One hundred and Thirteen (113) in James E. Mc Brides Addition to Magnetic Springs bounded on the South by Magnetic Street, and on the West by the Will Johns Pike, forty feet on Said Pike and one hundred feet running East on Magnetic Street; being the same real Estate Sold to George Bounds by A. H. Thompson. by his deed dated August 18th 1881. and recorded in the Recorders Office in Said County of Union. Ohio. on the 5th day of September 1881, reference to which record and deed is hereby had for More Certainty of description; excepting a certain barn or Stable Situated on the South East Corner of Said Lot fronting on Magnetic Street, the right and privilege to remove Said barn or Stable is hereby reserved. The Plaintiff represents that he became seized of Said real Estate, to-gather with the Said defendants. Upon the death of John D. Higgins, who died on the tenth day of November A.D. 1893: All of the real estate of which he, the Said John D. Higgins, died Seized hereinbefore described, passed to and became Vested in Plaintiff and Defendants in the proportions hereinafter Set forth.

The Plaintiff. Elmer F. Higgins represents that he, the Said Plaintiff, and Ida H. Brokaw of Knox County, Ohio. and Will C. Higgins of Los Angeles, of

California, are seized of the four fifths of Said real Estate. Subject to the life Estate of the Said Byron B Lloyd in the Undivided One fifth of all the real Estate herein described, or the four fifteenths Each of Said real Estate. Subject to Said life Estate in the ½. That the Said Maggie Higgins is Seized of the Undivided one fifth part of Said real Estate above described.

The Plaintiff therefore prays that partition of Said lands may be Made, or if the Same cannot be done without Manifest injury. That then Such proceedings may be had in the premises directing the Appraisment and Sale of Said real Estate as are authorized by law.

Woodburn & Robinson and H. H. & R. M. Greer.
Attorneys for Plaintiff.

The State of Ohio Union County ss

Elmer E Higgins being by me first duly Sworn says that the facts Stated and allegations made in this his petition are true as he truly believes

E E Higgins

Sworn to before me and Signed in my presence this 3rd day of June A. D. 1896

Park B. Blair Justice of the Peace Knox County Ohio

No 7129 Waiver

Elmer E Higgins Plaintiff
vs
Will C. Higgins. et al. Defendants

In the Court of Common Pleas
of Union County Ohio

Waiver

We hereby waive the issuing and Service of Summons in the above case, and Voluntarily enter our Appearance herein, and Consent to the Sale of the real Estate in the Petition described

Ida M. Brokaw. Will C. Higgins
By J. B. Brokaw Agt. Maggie A. Higgins

Elmer E Higgins Plaintiff.
vs
Will C. Higgins. Maggie. Higgins Ida M. Brokaw and Byron B. Lloyd. Defendants

On June 6th 1896: The following Answer was filed herein

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

Answer of Byron B. Lloyd

Now Comes the defendant. Byron B. Lloyd. and for answer herein Says. that he has a life estate in the one undivided one fifth part of the real Estate in the petition described, and is entitled to the possession thereof. Defendant further avers that he was Twenty eight years of age on the 17th day of October A.D. 1895.

Said defendant, Byron B. Lloyd therefore asks that Said real Estate be partitioned and that he have his Said interest Set off to him in Severalty. If the Same can be done without Manifest injury thereto, and in case Said real Estate cannot be partitioned without manifest injury, this defendant waives his interest assigned in Severalty, and ask that Said real Estate be appraised and Sold, and that out of the proceeds of Such Sale he be paid the Value of his Said life Estate.

Geo W. Klunkey Atty for B B Lloyd

State of Indiana Vigo County ss,

Byron B. Lloyd being Sworn says that he is the above named defendant, and that all the facts Stated and Allegations

---

Contained

Sworn

On Septem

Elmer E. H.
vs
Will C. Higg

No 7129 Entry

the Court of
premises fo
and that the
that the Sa
Petition as p

It is ther
of Said Real
Elmer E Hig
the above the
one Undiv

Also to
off to Elme
an Subject

It is furt
Said Court
aforesaid &
Freeholders
thereof accor

On Septemb

No 7129 Praeipe for Partition

Elmer E Hi
vs
Will C. Higgi

The State of
Union Coun

Harison
B Lloyd
described;
to be Made
in the Cou
in N S Deg

contained in the foregoing answer are true as he Verily Believes
B. B. Lloyd

Sworn to before me and Subscribed in my presence this 4th day of June A.D. 1896.
Nathaniel Allen Notary Public

On September 28th 1896: The following Entry was filed to-wit.

Elmer E. Higgins
vs
Will C. Higgins et al

Court of Common Pleas of Union County Ohio

No 7129
Entry

This day this cause came on to be heard and was Submited to the Court upon the pleadings and Evidence, and the Court being fully advised in the premises finds for the Plaintiff, and that the allegations of Plaintiffs Petition are true and that the Statement of defendant Byron B. Lloyd in his Cross Petition are true and that the Said Plaintiff is Entitled to partition of the premises described in his Said Petition as prayed for

It is therefore Considered Ordered, adjudged, and Decreed by the Court, That Partition of Said Real Estate described in Said Petition be made. Setting apart to Said Plaintiff Elmer E Higgins 4/15 Thereof and to Will C Higgins and Ida H Barkau Each 4/15 thereof the above three Shares however Subject to the life Estate of Byron B Lloyd in the one Undivided 1/5 part thereof - and also to Maggie Higgins the 3/15 Thereof

Also to Byron B Lloyd a life Estate in 3/15 thereof to be assigned from the Shares set off to Elmer E. Higgins and Will Higgins & Ida H. Barkau which last Named Shares are Subject to Said life Estate

It is further ordered and decreed by the Court that a Writ of Partition be issued from Said Court Commanding the Sheriff of Said County to cause Partition to be made as aforesaid & that William King, Harrison Mc Fadden and L W. Rusk three disinterested Freeholders of Said County be and are hereby appointed Commissioners to make Partition thereof according to Law and that the Sheriff report his proceedings herein to this Court

On September 29th 1896: The following Precipe for Writ of Partition was filed To-wit

No 7129
Precipe for Partition

Elmer E Higgins
vs
Will C. Higgins et al

Common Pleas Court Union County Ohio

Clerk: Issue Writ of Partition in this case
Robinson & Woodburn Attys

The State of Ohio
Union County ss

Writ of Partition and Dower

To the Sheriff of Said County Greeting:

We Comand you without delay by the oaths of William King Harrison Mc Fadden and L W. Rusk you cause to be Set off and assigned Byron B Lloyd one full equal 5th part of the three first described of the Real Estate hereinafter described: and that in like manner, by the oaths of the Same men, you cause partition to be Made of the following Real Estate Situate, in the Village of Magnetic Springs in the County of Union, and State of Ohio: and known as Lot Seventy one (71) in N S Degood's, Addition to the Village of Magnetic Springs, A plat of which

is duly recorded in the Office of records at Marysville. Ohio

Also the following described Real Estate. Situated in the County of Union, in the State of Ohio, and in the Township of Leesburg, and bounded and described as follows; being (40) forty feet off the South end of Lot No. 122. in James E. McBrides Addition to the Village of Magnetic Springs, and fronting 42 feet on Magnetic Street in Said Village

Also the following described Real Estate Situated in the County of Union, in the State of Ohio and in the Township of Leesburg, in Survey No 3696; and bounded and described as follows; Being Lot No One Hundred and Thirteen (113) in James E McBrides Addition to Magnetic Springs, bounded on the South by Magnetic Street, and on the West by the Will Johns Pike, forty feet on Said Pike and one hundred feet running East on Magnetic Street; being the Same Real Estate Sold to George Bounds by A. H. Thompson by his deed dated August 18th 1881 and recorded in the Recorders office in Said County of Union, Ohio, on the 6th day of September 1881 reference to which record and deed is hereby had for More Certainty of description, Excepting a certain barn or Stable Situated on the South East Corner of Said Lot fronting on Magnetic Street, the right and privilige to remove Said barn or Stable is hereby reserved

Subject to Said Dower estate, among the persons named herein, and in the following proportions.

To- Elmer T Higgins, Four, Fifteenths ..... Part
To- Will C. Higgins, Four, Fifteenths ..... Part
To- Ida H. Brokaw Four Fifteenths ..... Part

The above three Shares however Subject to the life Estate of Byron B Lloyd, in the one undivided one fifth part thereof

To- Maggie Higgins Three Fifteenths ..... Part

Byron B. Lloyd a life Estate in 3/5 thereof to be assigned from the Shares set off to Elmer T & Will C. Higgins & Ida H Brokaw. Which last named Share is not Subject to Said life Estate

And if in the opinion of the Said Commissioners Said premises can not be divided by meets and bounds without Manifest injury to the Value thereof, you cause them to appraise the Same, both Subject to, and also free from the dower of the Said Byron B Lloyd 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 Elmer T Higgins is Plaintiff and Will C Higgins Maggie Higgins, Ida H. Brokaw and Byron B. Lloyd are Defendants and that your proceedings in the premise you distinctly certify Under your hand, to our Said Court forthwith

Sheriffs Fees		
Service		25
Mileage	2	00
Executing Writ		25
Swaring Com		25
Report Com	1	00
Return		25
Total Sheriffs Commission	4	00
Wm King	1	00
H McFadden	1	00
L M Rusk	1	00

No 7129 Sheriffs Return Writ of Partition

Sheriffs Return:

As commanded by the foregoing Writ of Partition and Dower, I have executed the Same by the oaths of Wm King H. McFadden and L.W. Rusk, and the commissioners being of the Opinion that the Said premises cannot be divided without Manifest injury. I have caused the same to be appraised; all of which will more fully appear by reference to the report of the Said Commissioners herein returned

Given Under my hand this 5th day of October A.D. 1896

Wm G Snodgrass Sheriff

No 7129 Report

Elmer T. ...
Vs
Will C. Higg...

in this ca...
Commissio...
we are of ...
and we do...
Lot No 71 ...
Lot No 122 ...
Lot No 113 ...
Given ...

No 7129 Entry

Elmer T Hi...
Vs
Will C Higgi...

Court then ...
Sheriff, and ...
and found ...
the Same. ...
And it ...
or Partition ...
that an or...
according ...

No 7129 Precipe for order of Sale

On Novem...

Elmer T. H...
Vs
Will C. Higgi...

On Novem...

The State of ...
Union Cou...

No 7129 Order of Sale

and for the ...
for Partition. ...
C. Higgins ...
We commo...
lands, and ...
Magnetic Sp...

No 7129
Comm Report

Elmer E. Higgins
Vs
Will C. Higgins et al

Commissioners 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 on 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 Subject to the Said Dower estate at

Lot No 71 Appraised at ..... $ 75.00
Lot No 122 Appraised at ..... $ 62.00
Lot No 113 Appraised at $200.00

Given Under Our Hands this 5th day of October A.D. 1896

Wm King
A. McFadden
L. W Rusk
Commissioners

On Oct 9th 1896: The following Entry was filed to-wit

Elmer E. Higgins
Vs
Will C. Higgins et Others

Court of Common Pleas
Union County Ohio

No 7128 Entry

This day came the Plaintiff by his Attorneys, and produced in Court their Order of Partition in this case heretofore issued and the report of the Sheriff, and the Commissioners Return, and the Court having examined the same and found them in all respects regular, and in conformity with law, approves the same, and the Said reports are hereby Appraved and Confirmed.

And it appearing to the Court by Said Report, that Said Real Estate will not be of Partition, and cannot be divided without Manifest injury, it is hereby ordered that an order of Sale issue in this Case Commanding the Sale of Said Real Estate according to law, and this Case is Continued for further proceedings

Robinson & Woodburn

No 7129 Precipe for order of Sale

On November 13th 1896: The following Precipe for Order of Sale was filed to-wit

Elmer E. Higgins
Vs
Will C. Higgins et others

Court of Common Pleas
Union County Ohio

Issue Order of Sale in the above case returnable according to law

Robinson & Woodburn Attys for Plaintiff

On November 24th 1896: The following Order of Sale was issued to the Sheriff to-wit

The State of Ohio
Union County ss

Order of Sale in Partition

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. 1896, in a certain Petition for Partition, now pending in Said Court, Wherein: Elmer E. Higgins Petitioner, and Will C. Higgins, Maggie Higgins Ida H. Brokaw and Byron B. Lloyd, Respondents;

No 7129 Order of Sale

We Command you that without delay you proceed to Sell at Public Auction the Lands and Tenements in Said Partition, Described to-wit Situate in the Village of Magnetic Springs, in the County of Union and State of Ohio, and known as Lot

County one (113) in N.D. Hegoods addition to the Village of Magnetic Springs. A plat of Which is duly recorded in the office of Records at Marysville. Ohio

Also the following described real Estate, Situated in the County of Union in the State of Ohio, and in the Township of Leesburg, and bounded and described as follows; being (40) forty feet off of the South end of Lot No 122. in James E. McBrides addition to the Village of Magnetic Springs. and fronting 42 feet on Magnetic Street in Said Village.

Also the following described real Estate Situated in the County of Union, in the State of Ohio, and in the Township of Leesburg, in Survey No 3696. and bounded and described as follows; Being Lot No One Hundred and Thirteen (113) in James E. McBride's addition to Magnetic Springs, bounded on the South by Magnetic Street, and on the West by the Wid. John Pike. forty feet on Said Pike. and One Hundred feet running East on Magnetic Street; being the Same Real Estate Sold to George Bowers by A.H. Thompson by his deed dated August 18th 1881, and recorded in the Recorders Office in Said County of Union, Ohio, on the 6th day of September 1881. reference to which deed and deed is hereby had, for More Certainty of description. Excepting a certain barn or Stable Situated on the South East Corner of Said Lot fronting on Magnetic Street, the right and previlige to remove Said barn or Stable is hereby reserved.

Appraised No 71. at $ 75.00, No 122. at $ 62.00 No 113. at $200.00. Total $337.00

Subject to the Life dower estate of Byron B. Lloyd, in the one fifth part of Mrs Shaw

and that your proceedings in the premises you make known to our Said Court of Common Pleas. within Sixty days from the date hereof; and have you then and there this writ

Witness my hand and the Seal of Said Court at Marysville this 14th day of November A.D. 1896

(Seal)

J.N. Gasnell Clerk

No 7127 Proof of Publication

By Virtue [illegible] Union Co [illegible] Marysville [illegible] on Said d [illegible] Situate [illegible] Ohio. and [illegible] Magnetic Sp [illegible] Also the [illegible] Ohio. and [illegible] (40) feet off [illegible] of Magnetic [illegible] Also the [illegible] of Ohio an [illegible] as follows [illegible] Addition [illegible] West by the [illegible] east on M [illegible] Thompson [illegible] in Said Co [illegible] Record and [illegible] barn or St [illegible] Street. Th [illegible] Appr [illegible] Terms of S [illegible] defined Ja [illegible]

Nov-18-1896

The State o [illegible]

of the ann [illegible] Tribune" a [illegible] beginning [illegible] Sworn [illegible] Printer f [illegible]

On Janu [illegible]

Elmer E Hig [illegible] vs [illegible] William C Higg [illegible]

No 7129 Entry to Confirm Sale

the Report o [illegible] in plaintiff [illegible] proceeding [illegible] in the pre [illegible] and in Comp [illegible] It is the [illegible] Said Sale. a [illegible]

On December 24th 1896. The following Sheriffs Return on Order of Sale Returned & filed

No 7129 Sheriffs Return on order of Sale

Sheriffs Fees		
Service		
Mileage		
Copy to Printer		
Poundage		
Return		
Total		
Printers Fees		

Sheriff. 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 of general circulation in Union County, Ohio. and on the 19th day of December A.D. 1896; at one 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

Lot No 71. Sold to James Sheppe for ..... $ 50.10

Lot No 122. Sold to R.B. Turney for ..... $ 41.25

Lot No 113. Sold to R.B. Turney for ..... $ 133.25

Said Sum being more than two-thirds of the Appraised Value, and they being the highest and best bidders they were declared the Purchasers

Wm G Snodgrass Sheriff Union County Ohio

Elmer E Higgins vs Will C Higgins et al

Sheriffs Sale

Babcock and Woodburn Attorneys

Order of Sale in Partition Court of Common Pleas Union County Ohio

No 7127
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 for Sale at the North door of the Court House in Marysville, Ohio, on Saturday, December 19th 1896 at or about the hour of 1 o'clock P.M. on Said day the following described real Estate To-wit

Situate in the Village of Magnetic Springs, in the County of Union and State of Ohio, and known as Lot Seventy-one (71) in N.D. Degood's addition to the Village of Magnetic Springs, a plat of Which is duly recorded in the office of Records at Marysville Ohio

Also the following described real Estate, Situated in the County of Union in the State of Ohio, and in Leesburg Township, and Bounded and described as follows: Being forty (40) feet off of the South end of Lot No 122, in James E. McBrides addition to the Village of Magnetic Springs, and fronting 42 feet on Magnetic Street in Said Village

Also the following described real Estate Situated in the County of Union, in the State of Ohio and in the Township of Leesburg, in Survey No 3696, and bounded and described as follows: Being Lot No One hundred and Thirteen (113) in James E. McBrides Addition to Magnetic Springs. Bounded on the South by Magnetic Street, and on the West by the Mill Johns pike, forty feet on Said pike, and one hundred feet running east on Magnetic Street; being the Same real Estate Sold to George Bounds, by A.H. Thompson by his deed dated August 18th 1891, and recorded in the Recorders office in Said County of Union, Ohio, on the 5th day of September, 1891, reference to which record and deed is hereby had for More Certainty of description; Excepting a Certain barn or Stable Situated on the South east corner of Said Lot fronting on Magnetic Street. The right and privilege to remove Said barn or Stable is hereby reserved.

Appraised No 71, at $75.00 No 122, at $62.00 No 113, at $200.00 Total $337.00

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

Wm G. Snodgrass Sheriff Union County Ohio

Noo-18-1896-5W

The State of Ohio Union County SS:

The Undersigned being duly Sworn Says that a Copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune" a Newspaper of general Circulation in the County of Union, the first publication beginning with Noo 18th 1896."

W. O. Shaver

Sworn to and Subscribed before me this 4th day of January 1897;

J.N. Gamill Clerk

Printers fees $21.00

On January 4th A.D. 1897: The following Entry to Confirm was filed To-wit.

Elmer F Higgins Plaintiff
vs
William C Higgins & Orin Defendants

Common Pleas Court of Union County Ohio

No 7129
Entry to Confirm Sale

This day this Cause Came on to be heard by the Court, on the Report of the Sheriff of Said Court of a Sale Made in this case of the Lands described in plaintiffs Petition, and the Court having Examined Said Report and the proceedings under the order of Sale issued in this Case, and being fully advised in the premises finds Said Sale, and the Report thereof to be in all respects regular and in Conformity with Law and that the Same ought to be Confirmed

It is therefore, Considered, Ordered and Adjudged, and Decreed by the Court, that Said Sale, and the proceedings therein be, and the Same are hereby Approved, and

confirmed. and the Sheriff of Said County is hereby ordered authorized and directed to Execute and deliver to James Shuffer. the purchaser of Lot No 11. aforesaid a Deed therefor. Upon the payment of the purchase Money payable in hand. and Upon his Securing by Mortgage the deferred payments according to the terms of Said Sale. and that Said Sheriff Execute and deliver to K.C. Cuney the purchaser of Said Lots 122. and 113. aforesaid a Deed therefor in fee Simple Upon his paying the first payment and Securing by Mortgage the deferid payments according to the terms of Said Sale.

It is further ordered by the Court. that Said Sheriff make distribution of the proceeds of Said Sale as follows

First in payment of the Costs in this case including an Attorney fee of Twenty five Dollars to. Robinson & Woodburn

Second in payment of Taxes now Due

Third. that the remainder be Distributed

To the Plaintiff Elmer F. Higgins 7/15 Thereof less life interest of Lloyd

To the Defendant Ida H. Brokaw 7/15 Thereof less life interest of Lloyd

To the Defendant William C Higgins 7/15 Thereof less life interest of Lloyd

The Said Interest of Elmer F Higgins. Ida H. Brokaw and William C. Higgins. all being Subject to the life Estate of the Defendant Byron B. Lloyd therein

To the Said Byron B. Lloyd a life Estate in 7/15 Thereof. and to the Defendant Maggie Higgins 1/5 Thereof

Saving the right to recover the Barn from the Lot fronting on Magnetic Street as described in Said Petition

Taxes	$
Costs	$
Elmer F Higgins	$
Ida H. Brokaw	$
Wil C. Higgins	$
Byron B Lloyd	$
Maggie Higgins	$

Attest J. M. Garner Clerk

Plea
County of
of Ohio: be
to-wit on t

Be. it
Ford. filed
against De

Emeline

Darwin Be
Sarah Swall
Dickinson &
Husband Jo
of Gorman

No 7029 Petition

James Mill

Sarah Swa
legal repre
1891. intesta
of Said Cou
Administra

Plaintiff
last years
by domesti
and impor
ile and infi
become; and
Mind and
or dispose
or his mean
of Defendan
as the defen
of Said Child
influence.
after describe
the whole

The Sai
Continual
Malicious
Supposed
Suit for
whereby the
did not p
certain pap
to them and
lands as
but which
deeds] and
property a

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio: before the Honorable John A. Price Judge of Said Court of the Term of September te-wit on the 30th day of Sept in the year of our Lord One thousand Eight Hundred and Sixty Six

Be it remembered that heretofore-to-wit on the 8th day of January A.D. 1876: Emeline Ford filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Darwin Bird et al

Emeline Ford: Plaintiff
VS
Darwin Bird & Ida Bird his Wife Sarah Swallow Della Sharp: Caroline Dickinson & Thomas J. Dickenson her Husband John E Harriman, Admr: of Gorman Bird deceased: W.C. Fouts James Miller & Charles M. Clark: Defts

Union County Ohio
Court Common Pleas

No 7029
Petition

Petition

Plaintiff Says that She and the Said Darwin Bird Sarah Swallow. Della Sharp and Caroline Dickinson are the only children heirs at law and legal representatives of Gorman Bird deceased. late of Said County, who died on June 21st 1871. intestate, and leaving no Surviving Widow: Thomas J. Dickinson is the Husband of Said Caroline Dickenson: Said John E. Harriman is the duly appointed and qualified Administrator of Said Gorman Bird Deceased.

Plaintiff further Says that Said Gorman Bird was Much Afflicted during the last years of his life: by Sickness of Self and family, and greatly troubled in his Mind by Domestic, and business affairs, and trouble, and had been Subject to much Solicitude, and importunity by the Said Heirs, defendants, to give up his property to them, and was ill and infirm, and by reason of Said affliction, trouble, Age: and infirmity, he had become, and for more than a year just preceding his decease was greatly imbecile in Mind and body, and by reason thereof Wholly incompetent to Make, Contracts or deeds or dispose of, or divide his property intelligently, take care of his means, or protect himself or his Means, and interests against the importunities: Machinations threats and influence of Defendant, and had no independent Mind of his own in regard to affairs in General as the defendant well knew. He lived during Said last year with me, and another of Said Children, but Mostly with Said Darwin Bird, and was Completely under their influence, and Control, as if he was a Child; at the time of the Several deeds herein after described, he was Seized in fee Simple of the lands Conveyed thereby, Same, being the Whole of his real Estate.

The Said defendants taking Advantage of his condition aforesaid, by Undue influence Continual, and harrassing Objections, and annoying importunity and pleading and Malicious harping on the Subject of a certain House, bearing on his place, and his Supposed Connection therewith, and danger of prosecution therefor, and for a Suit for Wages for work, that Plaintiff alleged to be about to Commence whereby they argued groundlessly, that he would loose all his property, if he did not put it out of his hands, Caused him to Sign, and acknowledge certain papers purporting to be duly in fee Simple for a Money Consideration to them and Said T.J. Dickenson as hereafter more fully Stated Covering all his Lands as therein described. (Which deeds were in fact without any Consideration but Which they Caused to be recorded in the Union County Ohio Record of deeds) and also obtained of him a Considerable Amount Vg. all of personal property and Money which they divided among themselves to the exclusion

and disinheriting of this plaintiff. Without any just cause therefor

The first of Said alleged deeds Covers 64⅓ acres 1st Tract below discribed and is to Said Thomas J. Dickinson, and dated January 26th 1891: Said land was then of the Market Value of $40.00 per acre, and yet only the Sum of $965.00 is named as a Consideration therein, and in fact a Much less Sum was to be and was Nominally paid; the Sum actually paid is unknown to plaintiff, but She is informed, and Charges that it was only $400.00 and Said proceeds was divided by Said four Heirs defendants amoung themselves, the arranigment and intention amoung the parties to this transaction verbally expressed and not reduced to writing was that Said Thomas Dickenson Should hold 32½ acres of Said Tract as a purchaser for Said Consideration, and the remainder in Trust for his wife. Said Caroline Dickenson as ½ in Value of Said Gorman Birds Real Estate taken as the Share in Said division of her Fathers Estate, And it was further arrainged between Said Gorman and Said Thomas Dickenson, that Said Gorman would pay off with the Same Money received of Dickenson Above $400.00 obtained by Said Dickinson to pay Said Supposed parties Consideration With, Said Consideration was greatly inadequate for Said 32½ acres. Said Gorman was prevented by Said Heir defendants other than Caroline from complying with Said arraingments

The Second of Said alleged deeds covers 26⅔ acres, the Tract No 2 below described and is to Ida Bird wife of Dr Bird, and the heirs of Said Darwin Bird, whom Supposed heir were only expectant heir and dated April 6th 1891, Said land was then of the Value of $40.00 per acre, but only the Sum of 400.00 is named in Said deed, which is grossly inadiquate, and is not acknowledged as full Satisfaction outher way, the deed delivered at the time of its Execution.

By arangment this deed was intended to cover ¼ in Value of Said Gorman Birds Real Estate taken as the Share of the Said Darwin Bird. No Consideration was in fact paid therefor

The arrangments refured to in the Second transaction herein set forth were verbal amoung Said four heirs defendants, the Said Gorman Bird having no independant Voice in the Same and being a merely nominal acter therein

The Third deed was to Said Sarah Swallow and Della Sharp and Covers 53⅓ acres below described considered in Said transaction to be ½ in Value of Gorman Birds Real Estate, and their Share under Said division, Said land was then of the Value of $40.00 per acre, but only the Sum of $800.00 is named as consideration therein, which is grossly inadiquate, and is not acknowledged as full Satisfaction. It is dated April 6th 1891; but does not Show to have been acknowledged before an Offer authorized to take the acknowledgment of Deeds and is therefore Void

All of Said deeds were without any consideration in fact, and no money whatever was paid, or intended to be paid therein, Except the $400.00 paid by T. J. Dickinson, which was to be paid back as aforesaid, and were caused to be made by Said Heirs by undue influence and Means as aforesaid in pursuance of their own independant Partition of the Said Estate, without regard to Said Gorman Birds Wishes, who was a mere instrument and acting under their direction, The deeds to Isla Bird, and T. J. Dickinson were taken to them, they not being Heirs, to Cover up and Make believe that actual Sales, and not a mere corrupt Partition had been made

The Said Wm C Kent defendant is a grantee of Said Thomas J. Dickenson of Said 64⅓ acres by an imperfect deal with notice, and denies his own title from Said Dickinson, the Said James Miller and Said Charles M.

Clark are Successors of Said Sarah Swallow and Della Sharp. from whom they derive their only title. and with notice of its Said imperfections

Plaintiff further Says that notwithstanding Said alleged deeds. the Said lands belonged of right to Said Gorman Bird. at his decease. and descended under the law to his Heirs Equally: That Said deeds ought to be Set aside for fraud. and undue influence in obtaining them. Want of Capacity in grantor and other defects. And Uncertainty as to Grantees and the Grantor. and Says that they are fraudulent and Void as to. and that the Said grantees and their Successors hold the Said lands in trust for the Heirs of Said Gorwin Bird deceased in So far as they have title by Said alleged Deeds. Said Deed to Ida Bird and others is Uncertain, as to the Grantees and Extent of Estate conveyed to Each.

Plaintiff further Says that defendants. Grantees of Said lands and their Successors have Since Said Deeds. had the use and occupancy of Said lands of the Value of $2.00 per acre per annum for the years 1891-2-3-4 & 5; Said Grantees of lots Nos. 2 & 3 & 5 have cut and appropriated to their own use Valuable Timber on the tracts Nos 2 & 3 to the amount and value of $100.00 for which they Should account in this Suit

And that the Barn and Dwelling House and Contents therein pertaining to the Estate of Gorwin Bird Deceased. have Since burned. and insurance thereon, to a large amount has been paid over to Said Darwin and Ida Bird. for which they Should account: Amount thereof Not known to Plaintiff. And that none of Said Sums have been Collected or accounted for by Said Administrator

And She Says that She is Entitled to the full Equal one fifth part of Said Estate. Real and Personal pertaining to the Estate of her deceased Father aforesaid

The following is the discription of Said Lands hereinbefore referred to

Plaintiff further Says that within four years from the date of Said first Deed She Commenced Suit against Said Heirs and Grantees of Gorman Bird deceased in this Court for this Same Cause of action. and to Set aside Said deeds. and for General Equity. relief. and that on January 14th 1895 within one year of this date Said Cause was dismissed. not on the Merits. and without prejudice to another Action

The Said John E. Harriman is the Administrator of the Estate of Said Gorman Bird deceased duly appointed and qualified in Probate Court of Said County

Tracts Nos 1-2 & 3 refered to in the Petition

Description; Tract No 1: In T. M: Survey No 12105 and in Union County, Ore. Beginning at Wm Birds South line; Thence running South far Enough to inclose 64 1/8 acres running to the South line of Gorman Birds land parallel with Wm Birds North line

Tract No 2: the west one third of the following land to-wit; Beginning at the West Mansfield and Byhalia Road at a Stone where the Byhalia Road intersects the Mt Victory Road; Thence N. with the Center of Said road to the S line of Wm Bird and Joseph Cookson; Thence East with the S line of Wm Bird and Jos Cookson to W. line of A. Birds land; Thence S With A. Birds W line to Center of Byhalia Road, to a Gas pipe driven in the ground. Corner to Alice Williams land; Thence N.E. With Said O. Williams E. line 11 poles to a gas pipe in the ground; Thence in a S. W. Course with Said O Williams N. line to the Center of the Said Byhalia and Bird Road to a gas pipe in the ground; Thence with Said Road W. to the place of beginning containing 80 acres more or less

Tract: No 3: The East two Thirds of the above described 80 acre Tract

The Plaintiff therefore prays that Said Deeds May each. and all of them be declared Null and Void. and fraudulent. and may be Set aside and held for Naught. and that the Whole Estate Real and Personal May be

restored to its condition (so far as may be) before its said conveyance to Ida Bird T. J. Dickinson, Sarah Swallow, and Della Sharp, and that an account may be taken of the rents and profits, proceeds of Insurance, Timber cut and appropriated, and funds advanced as appropriated that belonged to the said Estate by said Defendants. And that said Defendants be ordered and required to make full answers under oath stating; 1st What sums of Money they severally paid per said Deeds, if any; 2nd What sums of Money they severally received from the proceeds of the alleged Sale to Thomas Dickinson; 3rd What part of the Insurance Money arising from the burning of the dwellings and barn on tract No 2 they severally received; 4th Their several receipts from Sale of Timber cut on said lands since said Deeds; 5th Their receipts from rents and profits of said lands since said Deeds. 6th What amounts they derived from the Sales of said land by them severally; 7th What Sums they severally received as gifts as advancements from said Gorman Bird during the last year of his life

And Plaintiff further prays that on final hearing, said Estate may be partitioned, and equally divided, taking into account all moneys received by the other Heirs of said Gorwin Bird from said Estate, by way of advancement or during his imbecility giving to the Plaintiff one Equal fifth part, and to each of the other Heirs defendants the 1/5 part, and making such allowance as may be just to said T. J. Dickinson, on account of Money paid by him in said deal if any, and for such other and further relief as may be Equitable

James B. Cale Attorney per Plaintiff

The State of Ohio
Union County ss

The Plaintiff Emmaline Ford being duly Sworn says that the facts stated, and allegations in her foregoing pleading, are as she believes true

Emmaline Ford.

Sworn to and Subscribed before me this 24th day of December 1895-

(Seal)

F. A. Thompson Notary Public

Mr Clerk: Issue Summons for the defendants in above case returnable according to law, Issue to Sheriff of Union County Ohio

July 7th 1896

J. B. Cale Attorney per Plaintiff.

On the 8th day of January A.D. 1896 the following Summons was issued to wit

The State of Ohio
Union County ss

Summons.

To the Sheriff of Union County

You are hereby commanded to notify Darwin Bird, Ida Bird, Sarah Swallow, Della Sharp, Caroline Dickinson, Thomas J. Dickinson, John E. Harriman Administrator of Gorman Bird deceased, Wm C. Ford & James Miller, and Charles M. Clark; That they have been sued by Emmaline Ford in the Court of Common Pleas of Union County, and must answer by the 8th day of February A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly

You will make due return of this Summons on the 20th day of January A.D. 1896.

Witness My hand and the Seal of said Court this 8th day of January A.D. 1896;

J. N. Gosnell Clerk.

No 7029
Sheriffs Return on Summons

The State
Union

Sheriffs Re
Service & Re
Milage
Copies
Total

On January
Emmaline
vs
Darwin Bir

No 7029
Answer of
W. C. Ford

his Seperate
Said Petitio
the 6th & acc
Dickinson
is in poss
that if they
because he
therefor be
or any oth
as to him.
Said land

The State of
of the foreg

Sworn

On the

No 7029
Summons

Emmaline
ag
Darwin Bi

No 7029
Answer

Della Sha
and for the
Emmaline
Dickinson
of said Gor
Bird at the
described
Harrima
Estate of

No. 7029
Sheriffs Return
&c Summons

The State of Ohio
Union County ss

Sheriffs Return.

Sheriffs Fees		
Service & Return		
Milage		
Copies		
Total		

Received this Writ January 9th A.D. 1896 at 10. O' clock A.M. and Served Same by leaving a true copy of this writ with the indorsements thereon at the usual place of residence of each of the within named defendants on the 16th day of January 1896.

Wm G. Snodgrass Sheriff

On January 20th 1896.
Emmaline Ford
vs
Darwin Bird. etal

The following Answer of W.C. Fout was filed to-wit
Court of Common Pleas Union County Ohio
Answer

No 7029
Answer of
W.C. Fout

Now comes W.C. Fout. called W.C. Fouts in Said Petition and for his Seperate answer to Said Petition Says he has no knowledge of the facts alleged in Said Petition. Except that Said Geram Bird Conveyed to Said Thomas J. Dickinson the 64½ acres Mentioned in Said Petition by good and Sufficient Deed. and Said Dickinson and wife conveyed Same to the defendant by good Deed. and that he now is in possession thereof. and he denies all the other allegations of Said Petition. And Says that if they are true. that the Same Should not affect the title or possession of this Defendant because he Says he bought. and paid for Said land a full and fair Consideration therefor before the Said Petition was filed. and without knowledge of Said Claim or any other Claim against the Same. and therefore he prays that Said Petition be dismissed as to him. and. that the Said W.C. Fout be quieted in his Said title and possession in Said land

Robinson & Woodburn Attys for Said Deft

The State of Ohio Union County ss.

W.C Fout being duly Sworn deposes and Says the allegations of the foregoing answer are true

W.C. Fout

Sworn to before me and Signed in my presence January 20th 1896

J N. Gosnell Clerk
By Jno A Gosnell Deputy

On the 4th day of March A.D. 1896. The following Answer of Darwin Bird et al was filed To-wit

No 7029
Answer

Emmeline. Ford Plaintiff
against
Darwin Bird and others

Court of Common Pleas Union County Ohio.
Answer

Now come Darwin Bird. Ida. Bird Sarah Swallow Della Sharp Caroline Dickinson. Thomas J. Dickinson and John E Harriman and for their answer to Said Plaintiffs Petition. Say that they admit. that Said Emmaline Ford. Darwin Bird. Della Sharp. Sarah Swallow and Caroline Dickinson. were the only Children of Geram Bird. deceased Except one Grandson of Said Germum Bird. and that Said Germem Bird died intestate - That Said Geram Bird at the Times alleged in Said Petition Conveyed his Real Estate therein described to the persons therein Mentioned. and they admit that John E Harriman was duly appointed and qualified Administrator of the Estate of Geram Bird. by the Probate Court of Union County Ohio. and

that he on the 28th day of January 1893 Made final Settlement as Said Administrator with Said Court and was fully discharged as Shown by Said records; Also they admit that Charles M. Clark bought the Lots in Said petition alleged, and that W. C. Yount owns the Lot in Said petition alleged as to him, and they admit that Plaintiff brought Suit in this Court for the Same Subject Matter as this Suit, and that the Same was dismissed without prejudice for want of prosecution, but as to all other allegations in Said Petition these defendants Make general and Specific denial and Say they are not true

Said defendants further Say that Said Goram Bird at the times that he executed Said Deeds, was of Sound Mind and Memory, and of his own free will and accord executed Said deeds to Said grantees, and thereby conveyed to Said Grantees Said lands in fee Simple for a Valuable Consideration, and that when Said Goram Bird died, the Same Plaintiff Made a claim against his Estate for about three hundred and twenty five Dollars, and that was the only claim besides his funeral Expenses so far as defendants know, and Said Plaintiff made Application to the Probate Court of Union County Ohio, for the Appointment of an Administrator of his Estate, and John E. Harriman was duly appointed and qualified as Such, and Said Plaintiff presented to him Said Claim for allowance and payment, but there not being any Assets found on which to Administer or to pay Said Claim, the Plaintiff by her Attorney, was about to apply to Said Court to require Said Administrator to file his petition against Said defendants to Sell Said lands to pay Said debt and also notified defendants that if She had to contest Said deeds of Conveyance in order to obtain payment of Said Claim, that She would also Claim, and endeavor to enforce her Claim to hold one fifth of Said lands, as Heir of Said Gorman Bird, Deceased; That the Plaintiff, and Said defendants in order to avoid Said Litigation, and its necessary expence, and the annoyance of Such trial Made a Mutual agreement of Settlement of Said Claims, and the Said Darwin Bird, Della Sharp, Sarah Swallow and Caroline Dickenson agreed each to raise of their own means, and pay over to Said Administrator the Sum of One Hundred Dollars, Making altogether Four Hundred Dollars, with which to pay Said Plaintiff, Said Claim and the Costs of Administration in Consideration that Said Plaintiff agree with them that if her Said Claim of three Hundred and twenty five Dollars was paid her by Said Defendants She would release all Claim against Said Estate, and would not cause any action to be brought against Said defendants for Said lands: That Said agreement having been Made by Said parties through their respective Attorneys, the Said defendants paid the Sum of Four Hundred Dollars, to J. W. Robinson for Said Administrator to be used by him in full payment of Plaintiffs Said Claim of $325.00 and Satisfying the Costs and Expences of Administering Said Estate, whereon Said Plaintiff would give her receipt for the Same in full Settlement of all Claim She had or pretended to have against Said Estate of Gorman Bird, So there would not be any Litigation or further contention about Said lands: That thereupon the Plaintiff fully advised by her Attorney, and by others with which She took counsel on the Subject, ratified Said agreement, and accepted Said Money from Said J. W. Robinson acting for Said defendants, and for Said Administrator, by W. T. Hoople and Wm Platner acting for Plaintiff, and duly authorized by her to act for her in the premises to-Wit, The Sum of Three Hundred and Twenty Nine Dollars in full Satisfaction of Plaintiffs Said Claim, upon Said Estate, and the Balance of Said Four Hundred Dollars was Expended in paying costs of Said Court and Administration Expenses, and thereupon Said Administrator filed his account with Said Court for

full and fa
Said. Adm
of all Cla
that the Cl
in the Ma

On Ma

Emmaline
vs
Darwin Bird

No 7029
Answer of
Jas. Miller

he for a V
Valid Deed
and Since
Conveyed
Claimed
all the Cl

The State o

Cause. Def

Sworn

On Apri

Emmaline
vs
Darwin Bir

No 7029
Motion

Answer of
as to the
whether Sa
Hoopes and
2nd " By
Administra
3rd " She
in the Pet
4th " She
Verified by
to order tha
Not United
Writings, a
among the
Justice to S

full and final Settlement. which acct after due notice was confirmed by Said Court. and Said. Administrator discharged. and Said Plaintiff recovered Said Money in full discharge of all Claimes She had or might have against Said lands. Wherfore the Defendants Say that the Claim of Plaintiff Set up in her Petition was compramised. Settled and released in the Manner hereinbefore Set forth between Plaintiff. and these Defendants

Robinson & Woodburn Attorneys for Said Defendants

On March 27th 1896: The following Answer of James Miller was filed to-Wit

Emmaline Ford
vs
Darwin Bird & Others

Court of Common Pleas Union County Ohio
Answer

No 2029
Answer of
James Miller

James Miller one of the Defendants for his Seperate answer Says he for a Valuable Consideration paid to Sarah Swallow and Della Sharp. obtained a Valid Deed of Conveyance from them for the land conveyed to them by Gorman Bird. and Since then. and before this action was commenced. for a Valuable Consideration Conveyed the Same land to Charles M. Clark. without any knowledge of the facts Claimed in Said Petition. and having no Such Knowledge. this Defendant denies all the allegations of Said Petition Except as above admited

Robinson & Woodburn Defendants Attorneys

The State of Ohio Hardin County ss

James Miller one of the Defendants in the above Cause. deposes and Says. he believes the allegations of the foregoing answer are true

James Miller

Sworn to before me. and Signed in my presence. this = day of Feby 1896

Seal

Richard L. Tilsworth Notary Public

On April 6th 1896: The following Motion was filed to-wit

Emmaline Ford Plff
vs
Darwin Bird et al. Defts

Union Common Pleas
Motion

No 7029
Motion

Now Comes the Plaintiff and Moves the Court to order the Answer of the Defendants. Darwin Bird. Et al. to be made more definite. and certain. as to the alleged agreement of Settlement. release. and compromise. by Stating whether Same was Verbal or in Writing. and Same as to the authority of the Said Hoopes and Palmer. and as to the alleged Satisfaction. giving dates

2nd By pleading directly the facts desired to be Set up. and not by So called Admissions of things not alleged

3rd She Excepts to the failure of the Several Defendants to answer the interrogatories in the Petition

4th She Excepts to the Verification of the joint answer for the reason that it is Verified by only one. and their interests are not joint. And She moves the Court to order that the answers of the defendants not Verifying be Struck out as they are Not United in interest. but derive their Claimes through Seperate and independant Writings. and Seperate and independant Operations as to the personal property in obtaining the Same, and they are not United in interest in any of the property of which partition is Sought in this action either Real or Personal

J. B Cale Plaintiffs Atty

Emmaline Ford
VS
Darwin Bird et al

On April 7th 1896: The following Entry was filed to-wit

No 7029
Entry

This cause being Submitted to the Court on the Motion of Plaintiff to require the Answer of Darwin Bird et al. to be made more definite and certain. and to Strike out the answers of defendants therein named who do not sever. and on Exceptions to the failure to answer fully as prayed for in the Petition, Said Motions and Exceptions were by the Court overruled to which overruling Plaintiff excepted

---

Emmeline Ford Plff
VS
Darwin Bird et al. Defts

On the 7th day of April 1896: the following Entry was filed to-wit

Union C.P.
Entry

910 7029
Entry

Motion to Strike answers filed March 4th & 27th from files is out of rule Sustained, and leave granted Defendants to refile. and Same refiled. Leave granted Plaintiff to plead to answer filed January 20th

Robinson & Woodburn Attys for Defts

Emmaline Ford, Plaintiff
VS
Darwin Bird & others Defts

On April 8th 1896: The following Demurrer was filed to-wit

Demurrer

910 7029
Demmurer

Now comes the Plaintiff and demurs to the New Matter by way of defense, covering all but the denial alleged in the Defendants Answer and Cross Petition, For grounds thereof She Says: Facts Sufficient to Constitute a defence to her Petition or grounds of relief in Cross Petition not therein Stated

J B. Cole Plaintiffs Attys

Emmeline Ford
VS
Darwin Bird et al

No 7029
Entry

On April 7th 1896. The following Entry was filed

Now Comes the Plaintiff and by leave of Court refiles her reply herein

---

Emmeline Ford Plaintiff
VS
Darwin Bird & Others Defendants

On April 25th 1896. The following Reply was filed to-wit

Union Common Pleas
Reply

No 7029
Reply

Now Comes the Plaintiff and for reply to the Several answers of defendants. and to each of them as if Separately. replied to Says. She denies each and every allegation of new matter therein Set forth. by way of defence. Whether in the form of admission or directly Stated. Except as hereinafter admitted.

Further replying to the answer of Darwin Bird and others. She Says: She had a Judgment against decedent which was found by the Probate Court to be. and was a Valid claim against Said Estate. and the amount paid thereon was allowed as a credit to Said Administrator on his Settlement. and was the only debt paid by him (the costs thereon were not paid). She had also other just claims against Said Estate on

account. of labor and Services performed. and other accounts. as defendants well know
It was in part to evade payment of said judgment. and accounts. that the pretended conveyance Stated in her Petition were procured and made as therein Stated.
An attempt was Made by Defendants. to make her take less than the ammount of her said judgment and release same. but She refused. And that was all the Negotiation She ever had in regard to Settleing Same.
Sometime afterward a receipt for her to Sign to get her said judgment paid, Was Sent to her by. J.W. Robinson Atty for the Administrator. which She did not Understand. and refused to Sign. Abont December 1st 1892 thereafter Mr. Robinson Sent her Word by Wm Blatner Esq. that She Must Sign said receipt. or get Nothing on her judgment. and Mr Blatner advised her at the Same time to Sign it. and that She would not thereby impair or effect her rights herein of said Estate but rather the reverse. as it tended to Show acknowledgment by defendants. that they had property Subject to the debts of Deceased
Plaintiff was then and for more than three Months. had been confined to her bed with Cancer contracted in taking care of. and washing for her Mother who Suffered of said disease in her last Sickness. and for which Services said judgment was obtained. and plaintiff was by her said Sickness So Enfeebled in body and Mind that She was incompetent to consider intelligently. or understand the effect of ambiguous legal documents. or even plain ones. and was in great need of Money. Which defendants all knew, and under said Circumstances, and without knowledge of said alleged agreement, or any other in regard to said Matters, and under the influence of said intimidating Message and advice, She Signed said paper, Which She did not Understand, to get the Money admitted due on her judgment, but Which She is informed Covers all her Claims as a Creditor of said Estate, but Nothing More, which She Says is the only writing ever Signed or authorized by her in regard to Settling said Judgment. and She Says that in so far as it is any more than a mere receipt for the Money due on her Claim (excepting costs) it is an unjust and unconsiable Exaction without Consideration, fraudulent, and invalid, and ought to be disregarded and held for Naught. It was not intended. or understood by her to in any way affect her rights or interests, as an heiress. to her Fathers Estate, She denies that it does effect the Same
She Says that the Moneys if any, advanced by the defendants to the Administrator were less in amount than the Value of the assets of the Estate they unjustly withheld from the Administrator. Plaintiff declined the Administration, Defendants. declining in favor of Darwin Bird Defendant. who was required by the Court as an unfit person, and in said Darwin application he Stated the probable Assets of the Estate at $ 550"". and this was indorsed by the other heirs defendants, John E. Harriman defendant Stated the Same in his application. Defendant heirs withheld the assets of the Estate, Except the amount of her judgment, and the Costs of Administration, and are thereby Estopped to plead the Settlement of the Estate by the Administrator as a bar to Plaintiffs Action
No note or Memorandum in writing of the Settlement alleged in said answer was ever Signed by her or by any one authorized by her.
As to the alleged grand Child She Says, he has not to her knowledge been heard of for more than Seven years prior to this Suit, and She has no knowledge as to whether he Survived the deceased or not, or dying left a wife, will or heirs other than the parties to this Suit, and therefore denies the Same
Plaintiff therefore prays, as in her Petition, but Consents to a Saving in the decree the rights of said Grand Child or his representatives if any thereby who are not

parties to this Suit, and without prejudice to their rights if any in the premises

J.B. Cale Plaintiffs Attorney

State of Ohio Union County ss

Emmaline Ford the Plaintiff being sworn says that the facts Stated, and allegations in her foregoing pleading are as she believes true

Emma Ford

Sworn to and Subscribed before me this 28th day of April 1896

(Seal) R. McCreary Notary Public

On May 4th 1896: the following Entry was filed to wit

No 7029 Entry

Emiline Ford
vs
Darwin Bird et.al.

This cause coming on for hearing on the demurrer of Plaintiff to the new matter of defence in the answer of W.B. Ford was Submitted to the Court, on consideration whereof the Court do overrule said demurrer. To which overruling the Plaintiff excepts

---

On May 4th 1896: The following Entry was filed

No 7029 Entry

Emeline Ford
vs
Darwin Bird et al

On Motion J.W Robinson and Orland S. Bird are Made defendants in this Cause

---

On September 8th 1896: the following Motion was filed to wit:

Emeline Ford Plaintiff
vs
Darwin Bird et.al. Defendants

Union Common Pleas
Motion

Now comes the Plaintiff and moves the Court allow her time after term in which to reduce to writing, and present her bill of Exceptions

J.B Cale Attorney for Plaintiff

On September 22nd 1896: The Following Proff of Publication was filed to-wit

No 7029 Legal Notice

Legal Notice

Orland S. Bird, residing in the town of Blair, and State of Nebraska, will take Notice that on the 4th day of January 1896: Emeline Ford filed her Petition in the Common Pleas court of Union County, Ohio in Case No 7029. against Darwin Bird and others, in which case Said Orland S Bird has been asked to Set aside certain alleged deeds Made by Gorman Bird, now deceased, for all his lands in Said County, and for partition of Said lands among the heirs of Said Gorman Bird, and for general Equity relief. Said deeds were to P.J. Dickinson, Sarah Swallow, Della Sharp and Ida Bird, and made in 1891

Said Orland S. Bird is required to answer Said Petition on or before September 5th 1896: or Judgment will be taken against him

J.B. Cole Plaintiffs Atty. July 16th 1896. 6:40

Emeline Ford

No 7029 Proof of Publication

The State
Union

Notice
Newspa
with Ju
Printer
Sworn

On Sep

Emeline
vs
Darwin Bi

No 7029 Entry

Waived
the Evide
Continue

On Septe

No 7029 Entry

Emeline
vs
Darwin Bird

No 7029 Entry

Emeline
vs
Darwin Bi

remain
Court fo

On Septe

No 7029 Entry

Emeline
vs
Darwin Bird

and the

Whe
against
Settlemen

Where
and the

There
go hence
To which

Whe
the Court

The
trial of Sa
being ov
allowed

No 7029
Proof of
Publication

The State of Ohio
Union County ss

Proof of Publication

The Undersigned, being duly Sworn says that a copy of the annexed Notice was published for Six consecutive weeks in the Union County Journal; a Newspaper of general Circulation in the County of Union. Said publication beginning with July 16th 1896; Copy of first publication was sent Orland S. Bird
Printers fee $ 9.85

B. J. Hare

Sworn to and Subscribed before me this 22 day of September 1896;

Seal J. M. Connell Clerk

On September 28th 1896; The following Entry was filed to-wit

No 7029
Entry

Emeline Ford
VS
Darbin Bird et al

Court of Common Union County Ohio

This Cause now coming on for hearing, and a Jury having been Waived, was Submitted to the Court upon the pleadings and the evidence, after hearing the evidence in part, the hour for Adjournment having arrived this case was Continued Until 8:30 O'Clock tomorrow Morning

On September 24th 1896; The following Entry was filed to wit

No 7029
Entry

Emeline Ford
VS
Darbin Bird et al

Entry

This day again came the parties in this Cause, and after hearing the remaining evidence and arguments of Counsel this Cose was Submitted to the Court for decision.

On September 30th 1896; The following Entry was filed to-wit-

No 7029
Entry

Emeline Ford
VS
Darbin Bird et al

This day came on this Cause to be heard on the pleadings and Evidence and the arguments of counsel for the Plaintiff and Defendants

Whereupon the Court being fully advised in the premises find for the defendants against the Plaintiff on the issues joined between the parties & except to the alleged Settlement on which the Court does not pass.

Wherefore it is ordered and decreed by the Court that Plaintiffs Petition be and the Same is hereby dismissed at plaintiffs cost and that defendants go hence

Therefore it is Considered and Adjudged by the Court that defendants go hence without date and recover of the plaintiff their Costs taxed to $

To which ruling as to Costs Plaintiff Excepted

Whereupon Plaintiff gave Notice of her intention to appeal this Case, and the Court fixed the Appeal Bond at $

The Plaintiff within three days after Said decision filed a Motion for new trial of Said Cause upon grounds in Said Motion set forth, and Said Motion being overruled by the. Excepted to Said decision and rulings, and was allowed by the Court on motion the full Statutory period after the close of

the term in which to prepare and file her bill of Exceptions in the premises and the Journal ordered kept open for that purpose

---

On the 2nd day of October A.D. 1896. The following Motion for new trial was filed To-wit

Emeline Ford Plaintiff
vs
Damon Bird et al Defdts

Union Common Pleas
Motion for new Trial

Plaintiff Moves for a new Trial for the following reasons to wit

The Court erred in admitting evidence offered by the defendants and Excepted to by Plaintiff. The Court erred in rejecting Evidence offered by the Plaintiff

That the decission is not Sustained by Sufficient Evidence, and is Contrary to law

Plaintiff had Summoned one --- Shuck as a Material Witness for her and said witness was present and testified for defendant. but he left without the leave. and against the protest of the Plaintiff. and when called. was not to be found, whereby defendant lost said Material testimony on the Trial of this cause

The Sheriff of Said County Neglected to Serve Several Subpoenas handed to him for Several Material witnesses on behalf of the Plaintiff Whereby Plaintiff lost Material Testimony on Said Trial of this cause

Oct 2nd 1896

J. B. Cole Plaintiffs Attorney

Attest J. N. Gosnell Clerk

No 7225
Petition

the Comm
of the St
Term of
Thereafter
Be
Clara E
following

Clara. E

Wilson

State of
County of
That
in Said
toward Sa
That
Marriage
Neglected
or food
and is 10
A
on the 25
from her
Th
She May
To the Co
action a
Same re

On Oc

No 7225
Summons

The State
Union Co

You a
has filed
and Stat
be Served
divorced fr
the term of
You will Ma
Witness My
(Seal)

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow Judge of Said Court of the Term of January. to wit on the 16th day of February in the year of our Lord one Thousand Eight Hundred and Ninty-Seven

Be it Remembered that heretofore to-wit on the 17th day of October A.D. 1896 Clara E. Fryman filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Wilson Fryman

Clara. E. Fryman Plaintiff
V.S.
Wilson Fryman Defendant

Court of Common Pleas. Union County. Ohio
Petition.

No 7225
Petition

The Plaintiff Says that She has been a resident of the State of Ohio for the year last past. and is at present a bona-fide resident of the Said County of Union

That She Was Married to the Defendant on the 22nd day of July, 1893. at Richwood in Said County. and State. and that Ever Since Said Marriage She has Conducted herself toward Said Defendant as a faithful, Chaste and Obedient Wife

That the Said Defendant, Regardless of his Marital duties and obligations, ever Since Said Marriage, has been guilty of gross Neglect of duty toward the Plaintiff, in that he has Wholly Neglected, and refused to provide her with a home in which to live, Clothing to wear, or food to Eat, or to furnish her the Means to provide herself therewith, though he was and is Well able So to do.

And Was, and is guilty of gross Neglect of duty toward the Plaintiff, in that on the 25th day of August, 1895. he Wilfully deserted the Plaintiff, and has been absent from her ever Since Said time without a just or reasonable cause.

The Plaintiff therefore prays that She May be divorced from Said Defendant, and that She May be restored to the Maiden Name of Clara E. Spalt

Mrs Clara Fryman

To the Clerk of the Court

Issue Summons together with a copy of the Petition in the above action directed to the Sheriff of Delaware County for Wilson Fryman, and make Same returnable according to law.

James E. Robinson Attorney for Plaintiff

On October 17th 1896 the following Summons was issued and delivered to the Sheriff of Delaware County Ohio.

No 7225
Summons

The State of Ohio
Union County ss

Summons in Divorce

To the Sheriff of Delaware County

You are Commanded to Notify Wilson Fryman. that Clara. E. Fryman 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 26th day of October A.D. 1896.

Witness My Signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 17th day of October A.D. 1896

Seal

J.N. Gaskell Clerk

No 7225
Sheriffs Return

On October 22nd 1897 The Sheriff made the following return on Summons to wit

Sheriffs Fees		
Service		25
Copy		25
Milage	1	60
Docket		10
Return		25
Postage		04
Total	2	44

Received 8 o'clock A.M. on the 19th day of October A.D. 1896 and on the 21st day of October A.D. 1896 I Served the Same by delivering to the within Named defendant Wilson Feyman personaley a true copy thereof. together with a certified copy of the Petition

Stephen P. Theall Sheriff

February 16th 1897 The following Entry was filed To-wit

No 7225
Entry

Clara E. Feyman
Vs
Wilson Feyman

In the Court of Common Pleas Union County Ohio
No 7225

Divorce

And now comes the said Plaintiff by his Attorney. and the Defendant having been duly Served with Summons and a copy of the petition herein. The Court 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 proceeding 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 that the defendant has been guilty of Gross Neglect of duty toward the Plaintiff and 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 Clara E. Feyman and Wilson Feyman, be and the Same is hereby dissolved and both parties are released from the obligations of the Same,

It is further ordered by the Court that the said Plaintiff be restored to her Maiden Name of Clara E. Spratt

James E. Robinson Attorney for Plaintiff

Attest J.N. Gasnell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Doro Judge of Said Court of the Term of January. To-wit on the 16th day of February. in the year of our Lord one Thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore to-wit on the 13th day of January A.D. 1894 Louisa Cranston filed in the Clerks office of the Said Court of Common Pleas the following Petition against Lewis N Cranston

Louisa Cranston
Vs
Lewis N Cranston
Oliver E. Lincoln Defts:

Court of Common Pleas Union County Ohio

Petition

No 6657
Petition

The Plaintiff Says: That She has been a resident of the State of Ohio. for More than one year last past and is at pusent a bona-fide resident of Said County of Union

That on or about the 7th day of August 1893 at Marysville at the County of Union and State of Ohio, She was Married to the Defendant Lewis N Cranston, and She has ever Since Conducted herself toward the Said Lewis N Cranston as a loving faithful and Obedient wife. But the defendant Lewis N Cranston Wholly regardless of his Marated duties as a husband has been guilty of gross neglect of duty toward this plaintiff in this. that he has Entirely neglected, and refused to Maintain plaintiff, or to furnish her with any food or Clothing, or other Means Whatever to procure the Same. And the Said Defendant ever Since their Said Marriage has Neglected and refused to live with her as her husband. or even to Recognize her as his wife. And at the date of their Marriage he Wholly abandoned her without any cause therefor

The Plaintiff Says that while She was Under Eighteen years of age. to-wit of the age of Seventeen years, and while the defendant was over Eighteen yeas to-wit of the age of Twenty years. he Under the promise of Marriage to plaintiff Seduced her and induced her to have Sexual intercourse with him, She then and there being of good repute for Chastity. And because of Said Sexual intercourse with Said defendant She became pregnant with Child. And while So pregnant She filed her Complaint against Said defendant Under the Bastardy act, as being the Father of Said Child, and Such proceedings were held Under Said Bastardy act, that defendant was arrested and brought before Wesley Garrard, then and Still a Justice of the Peace of Paris Township in Said County of Union. And in Order to Compromise Said Bastardy proceedings he then and there Consented to Marry, and did Marry the plaintiff as above Stated. The plaintiff further Says that Said defendant being yet Under the age of Majority had duly appointed and qualified as his Guardian the Said Oliver E Lincoln who has in his hands as Such Guardian a Sum of Money, as plaintiff is advised, and Charges to the amount of Four Hundred Dollars, and which will be payable to Said defendant by Said Guardian, When Said defendant arrives at the age of Majority which will be as plaintiff is advised about the 16th day of August A.D. 1894;

The plaintiff therefore prays that Said defendant Lewis N Cranston May be decreed to pay her reasonable alimony, and She asks the Court to decree to her for the Support of herself and her Child, which Child was born about the 23rd day of December A.D 1893. and that the Said defendant Oliver E Lincoln be ordered adjudged, and decreed to pay Said Amount of Four Hundred Dollars to her for Said Support and Maintainance, and She asks all other and further

relief which in law or Equity She may be Entitoled to

Porter & Porter Attorneys for Plaintiff

Louisa Cranston being Sworn Makes oath that the facts Stated in the foregoing petition are true as She believes

Louisa Cranston

Sworn to by Louisa Cranston the plaintiff before me and Signed by her in my presence this 18th day of January A.D. 1894

(Seal) R McCrory Clerk of Court

To the Clerk

Issue a Summons to the Sheriff of Union County Commanding him to Serve upon defendants Said Summons together with a Copy of the petition, Alimony Claimed and order against Oliver E Lincoln to pay the Sum of $400.00

January 13th 1894 Porter & Porter Attorneys for Plaintiff

January 13th 1894: The following Summons to the Sheriff of Union County this

No 6654 Summons

The State of Ohio, Union County ss

Summons

To the Sheriff of Union County

You are hereby Commanded to notify Lewis A. Cranston and Oliver E. Lincoln that they have been Sued by Louisa Cranston in the Court of Common Pleas of Union County. Must answer by the 10th day of February A.D. 1894 or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly; you will Make due return of this Summons on the 22nd day of January A.D. 1894

Witness my hand and the Seal of Said Court this 13th day of January A.D. 1894

(Seal) R McCrory Clerk

No 6654 Sheriffs Return

The State of Ohio Union County

Sheriffs Return

Sheriffs Fees		
Service & Return		80
Mileage	2	60
Copies		30
	3	80

Received this Writ January 15th A.D. 1894 at 4. O'clock PM and Served Same by handing personaley a true Copy of this writ with the indorsments thereon to the within Named Lewis A Cranston together with a Copy of the petition, and a Copy of the Summons to O.E. Lincoln on the 20th day of January 1894

Wm G. Snodgrass Sheriff

January 22nd 1894. The following Answer of O.E Lincoln was filed

No 6654 Answer of O.E Lincoln

Louisa Cranston, Plaintiff
vs
Lewis A Cranston and Oliver E Lincoln Defendants

Court of Common Pleas Union County Ohio

Answer of O.E. Lincoln.

The defendant Oliver E Lincoln Now Comes And for his answer herein Says. He admits he is the Guardian of Lewis M Cranston herein, and denies that there is now or was at the Commencement

of this action the Sum of Four Hundred Dollars in his hands as the Guardian of the Said Lewis N Cranston. This defendant Says that in the discharge of his Said Trust as Such Guardian he has Expended all of the funds in his possession or that he has had for Said Lewis N Cranston as Such Guardian for his Support and Maintainance and Necessaries, Such as boarding Clothing and tracking expenses. and that there is about $17.44 a Ballance in this Defendants hands as Such Guardian. That there yet remains the Probate Judges Costs. and Attorneys fees in this action. and Making a final Settlement as Such Guardian

Wherefore this defendant asks that No order be Made against him herein and that he recover his Costs in this action

D. W. Ayres Attorney for Oliver E Lincoln

State of Ohio Union County ss

Oliver E Lincoln being first duly Sworn Says the facts Stated and allegations in the foregoing Answer are as he believes true

O.E. Lincoln

Sworn to before Me and Signed in my presence this 22nd day of January 1894

John M. Broderick Notary Public Union Co O

December 19th 1896: The following Answer and Cross Petition of Lewis N. Cranston was filed

No 6654 Answer and Cross petition of Lewis N Cranston

Louisa Cranston Plaintiff
V S
Lewis N Cranston Defendant

Answer and Cross Petition of Lewis N Cranston

Now comes the defendant herein and for answer Says: He admits that he was Married to the plaintiff herein on or about the 7th day of August 1893. at Marysville, Union County. Ohio

Defendant further admits that Said Marriage was a compromise of a bastardy proceeding brought against him as alledged in the petition of the plaintiff. But denies each and every other Material allegation contained in the petition of the plaintiff

The defendant by way of Cross petition Says: Defendant 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 7th day of August 1893 he was Married to Louisa Cranston. plaintiff herein

That plaintiff has in discharge of her Marital duties for more than three years last past. been Wilfully absent from defendant: That during Such time aforesaid She has been an inmate of different Houses of ill fame. and is now an inmate of a House of ill fame in Columbus Ohio

Wherefore defendant asks that he may be divorced from plaintiff herein and for all further and proper relief. as the Court may deem just and proper

Ayers & Ayers Attorneys for Defendant

State of Ohio Union County ss

Lewis N. Cranston defendant herein Says the facts Stated in the above pleading are true as he believes

Lewis N Cranston

Sworn to before me and Signed in my presence this 19th day of December 1896

J N Gosnell Clerk. By Jno A Gosnell Deputy.

To the Clerk; Issue Summons in the above case directed to the Sheriff of Union County returnable according to law. Ayers & Ayers Attys for Defendants

No 6654
Summons
in Cross petition

The State of Ohio
Union County

Summons in Cross Petition

To the Sheriff of The County of Franklin

You are commanded to Notify Louisa Cranston (Her assumed Name
& Minnie Robinson 2nd She resides at 320 South Grant Ave. That Lewis N Cranston
has filed an answer and cross petition in the case of Louisa Cranston Vs Lewis N
Cranston et al. in the Common Pleas Court of Union County, and that Unless Louisa
Cranston answer by the 23rd day of January A.D. 1897 the Cross petition of the said
Lewis N Cranston et al. 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 4th day of January A.D. 1896

Witness my hand and the Seal of the Said Court
at Marysville this 21st day of December A.D. 1896
J.M. Connell Clerk of the Common Pleas Court Union Co
By Jno A. Gasnell Deputy

(Seal)

No 7184
Petition

On the 4th day of January 1897 the following Sheriffs Return was made to wit

No 6654
Sheriffs
Return

The State of Ohio Franklin County ss Sheriffs Return

Received this writ Dec. 22nd 1896. and pursuant to its command, on the
24th day of December, 1896; I Served the Same by personally handing a true and
duly Certified Copy thereof with all the indorsements thereon to the within Named
defendant Louisa Cranston

Wheeler J Genung Sheriff
Elisha Thompson Deputy

Fee $1.70

Feb 16th 1896: The following Entry was filed to wit

Louisa Cranston
VS
Lewis N Cranston

In the Court of Common Pleas Union County Ohio
No 6654

Divorce

No 6454
Entry

And Now Comes the Said Defendant by Ayers & Ayers Attys
and the Plaintiff having been duly Served with Summons, and a copy of the Answer and
Cross Petition herein. The Court find that the allegations thereof are Confessed by her
to be true; The Court also find that the Defendant at the time of filing his answer
and Cross 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 the Said petition Set
forth. The Court further find, upon the evidence adduced that the plaintiff
has been guilty of gross Neglect of duty and Adultery and by reason
thereof he is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the Marriage Contract
heretofore existing between the Said Louisa Cranston and Lewis N. Cranston
be and the Same is hereby dissolved, and both parties are released from the obli-
gations of the Same

It is further Considered by the Court that the Said defendant pay the Costs
Made after Dec 19th 1896; and Plaintiff to pay all Costs Made prior to that time

Ayers & Ayers Attorneys for Defendant

Attest J.M. Gasnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court of the Term of January to-wit on the 2nd day of March in the year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore to-wit on the 29th day of August A.D. 1896; Myrta Florence Hill filed in the Clerks office of the Said Court of Common Pleas the following Petition against Thomas Hill

Myrta Florence Hill Plaintiff
V S
Thomas Hill Defendant

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

No 7184
Petition

Petition

The Plaintiff says that She has been a resident of the State of Ohio for more than the year last past, and that She is now a bona-fide resident of the Said County of Union. She was in the County of Union Married to the defendant August 13th 1895. and have Since performed the duties of Wife. Regardless of his duties as husband. The defendant has been guilty of gross Neglect of duty as follows: That ever Since Marriage the defendant has failed to properly provide plaintiff with wearing apparel, and has failed to provide her with proper Sustenance That Since August 18th 1896. he has Wholly failed to Maintain and provide for plaintiff

That the Defendant has been guilty of Extreme Cruelty as follows: That on the 18th day of August 1896 he Struck the plaintiff with his hand, and called her God damned black hearted Whoring bitch. and Many times previous thereto defendant kicked and Struck plaintiff, and used Vulgar and profane language. This defendant did well knowing that plaintiff was pregnant, and quick with Child

There has been no issue born of Said Marriage but plaintiff is pregnant

Plaintiff has Nine acres of land described as follows; Located in Jackson Township Union County Ohio. Part of Survey 9941; Beginning at a Stake in the Center of Road and South East Corner to Widows dower; Thence with the East line of Said Widows dower N 8¼ W Twenty Eight & 48/100 rods to a Stake in Said line; Thence N 82¼ E 2nd parallel with the S line of Said lot 51 70/100 rods to a Stake in T. Takeys line; Thence with west line of Said Takeys land S. 8¼ E. 28 48/100 rods to a Stake in the Center of a County Road and Takeys S.W. Corner; Thence with the Center of Said Road S. 82¼ W. Fifty one 70/100 rods to the place of beginning Containing Nine acres More More or less.

There is Now a Mortgage Lein of $150.00 on Said land.

Plaintiff is owner of an Undivided half interest in Eighteen acres of Corn. Now in the field Nine of which is located on the land aforesaid, and Nine of which is located on Sherman Waggles farm. The defendant is trying to dispose of, or encumber Said property, and the plaintiff asks that he be enjoined from So doing, and be enjoined from interfering with her rights and interest in Said property; The plaintiff asks that She be divorced from defendant and that She be restored to her Maiden Name of Myrta Florence Noggle, and all Equitable Relief

H.V. Spicer Attorney for Plaintiff

State of Ohio County of Union ss

Myrta Florence Hill being duly Sworn Says; That the allegations and Statements Made in the foregoing ~~petition~~ and petition are True

Myrta Florence Hill

Sworn to and Subscribed before Me this the 29th day of August 1896
Henry S. Stiles Notary Public

No 7186 Pracipe

August 29th 1896: The following Pracipe was filed to wit

To the Clerk

The Clerk will issue a Summons and Copy of petition to the Sheriff of Union County for defendant

H. V. Spicer Attorney

August 29th 1896: The following Summons was issued to the Sheriff of Union County to wit

No 7186 Summons

The State of Ohio, Union County } Summons: in Divorce

To the Sheriff of Union County

You are commanded to Notify Thomas Hill: That Myrta Florence Hill 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 hereunto delivered to you to be Served on him) Charging him with Neglect of duty and Extreme Cruelty, 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 7th day of September A.D. 1896:

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 29th day of August A.D. 1896:

(Seal)

J. N. Gosnell Clerk

By Jno A. Gosnell Deputy

September 7th 1896: The following Sheriffs Return on Summons was made To wit

No 7186 Sheriffs Return

Sheriffs fees		
Service		
Copy		20
Mileage	4	00
Return		25
Total	4	45

Received 8. O' Clock A.M. on the 1st day of September A.D. 1896: The within named Thomas Hill not found in my County.

Wm G. Snodgrass Sheriff

August 31st 1896: The following Order of Injunction was issued by James McCampbell Probate Judge To. wit

No 7186 Order of Injunction

Myrta Florence Hill Plaintiff

VS

Thomas Hill Defendant

Order of Injunction. Before the Probate Judge Motion for Temporary Injunction in the Court of Common Pleas Union County Ohio

And now on this 31st day of August 1896, came the plaintiff by Henry V. Spicer her attorney, 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 Plaintiff for a temporary injunction came on, and was heard upon the petition of the plaintiff, and the Affidavit therewith 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 defendant from Selling disposing of or in any Manner interfering with the Property in the petition described by Encumbrance or otherwise, and from in any manner interfering with plaintiffs rights and interests in the premises as prayed for in said petition of plaintiff

It is furth
Case under

The State of

for the afor
of the orig

(Sea

No 7186 Pracipe

September

Po

and copy o

September

No 7186 Summons

The State of
Union Cou

has filed i
Ohio, a pet
him with
other and
Next ensu

You will

It is further ordred that the Clerk of the Court of Common Pleas issue Summons in this Case endorsed injunction allowed

James Mc Campbell Probate Judge

Certificate of Copy - Probate Court

The State of Ohio Union County ss

I James Mc Campbell Clerk of the Probate Court within and for the aforsaid County and State, do hereby Certify that the foregoing is a true and correct Copy of the original order of Injunction Now on file in Said Probate Court.

(Seal)

In Testimony whereof, I have hereunto Set My hand, and affixed the Seal of Said Court at Marysville this 31st day of August 1896

James Mc Campbell Probate Judge

No 7186 Precipe

September 4th 1896: The following Precipe was filed by H. V. Spicer Attorney to-wit

To The Clerk of The Court of Union County Common Pleas

In the Case of Myrta Florence Hill VS Thomas Hill issue a Summons and Copy of Petition to Sheriff of Delaware County for Defendant

H. V. Spicer Atty for Plaintiff

September 4th 1896: The following Summons was issued to the Sheriff of Delaware County to-wit

and Injunction Injunction allowed

No 7186 Summons

The State of Ohio Union County

Summons in Divorce

To The Sheriff of Delaware County Ohio

You are commanded to notify Thomas Hill, That Myrta Florence Hill has filed in the Clerks office 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 Cruelty and neglect, and asking that She be divorced from him, and for other and 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 14th day of September A.D. 1896.

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 4th day of September A.D. 1896

J M Gosnell Clerk

September 12th 1896: The following return on Summons was made To wit

Fees		
Copy		25
Docket		10
Return		10
Postage		04
Total		49

Received 8. O'Clock A.M. on the 5th day of September A.D. 1896: The within Named defendant not found within My bailiwick

Stephen P. Hall Sheriff

No 7186 Affidavit for Publication

Septemper 24th 1896: The following Affidavit for Publication was filed to wit

Myrta Florence Hill VS Thomas Hill

Court Common Pleas State of Ohio County of Union ss

Affidavit

H. V. Spicer being duly Sworn Says that he is Attorney for the Plaintiff in the above entitled action, that there were Summons

and Copy of Petition issued to Sheriff of Union County and return not found. that then there were Summons and Copy of Petition issued to Sheriff of Delaware County. Which were returned Not found. That Plaintiff does Not known of the Whereabouts of the defendant Thomas Hill. That She has used her earnest Endeavor to learn his Whereabouts and failed

H.V. Spicer Attorney for Plaintiff

Sworn to and Subscribed before me this 24th day of September 1896

J.M. Garnett Clerk

By J.M.A. Garnett Deputy

February 3rd 1897. The following Legal Notice and Affidavit of Publication were filed

No 7186
Legal Notice

Myrta Florence Hill Plaintiff
vs
Thomas Hill Defendant

In the Court of Common Pleas Union County Ohio
Legal Notice

The defendant, Thomas Hill, whose Whereabouts is Unknown will take Notice, that on the 24th day of August A.D. 1896; The Plaintiff filed in this Court a petition against him, praying that She be divorced from him, and that She be restored to her Maiden Name of Myrta Florence Noggle, and that he be enjoined from interfering with the rights and interest of the said plaintiff, in the following property; Nine acres of land described as follows, located in Jackson Township Union County Ohio; Part of Survey Number 9941; beginning at a Stake in the Center of Road, and Southeast Corner to Widows. Dover, thence with the East line of Said Widow. Dover. North 8¼. West. 28 7/10 rods to a Stake in Said line; Thence North. 82¼. East. and parallel with the South line of Said Lot. 57 70/100 rods to a Stake in T. Yakey line; Thence with West line of Said Yakey's line South 8¼ East 28. 70/100 rods to a Stake in the Center of a County Road, and Yakey's Southwest Corner; Thence with the Center of Said Road South. 82½ West 57 70/100 rods to the place of beginning, Containing Nine acres More or less. And an Undivided half interest in 18 acres of Corn Now in the field, Nine acres of which is located on the land aforesaid, and Nine of which is located on Sherman Noggles farm; Temporary Injunction Allowed August 31st 1896

The defendant will be required to Answer on or before the third Saturday after six weeks publication of this Notice

Sept 26th 96

H.V. Spicer Attorney for Plaintiff

Affidavit of Publication

The State of Ohio Union County ss

S.W. Van Winkle Makes Oath and Says, that he is the publisher of the Richwood Review" a Newspaper of general Circulation printed in Said County, and that the Notice of which the annexed is a true Copy, was published in Said Newspaper 6 times beginning on the 26th day of September 1896

S.W. Van Winkle

Sworn to and Subscribed before me this 11th day of January 1897

J.G. Millar Notary Public

Printers fees $17.50

March 2nd

Myrta Flo
vs
Thomas.

and the De
thereof are
filing her
the Sale, a
the parties
upon the e
Gross Negle

It is
existing
hereby diss
It is furt
to-wit. A
further or
Hill is he
Myrta Fl
further ord

And it
Said H.V.
as and for
March 2nd

It is
from Said
therefor

Attest J

March 2nd 1897: The following Entry Entry was filed To-wit

Myrta Florence Hill vs Thomas. Hill	In the Court of Common Pleas: Union County Ohio Divorce

And Now comes the Said Plaintiff by H.V. Spicer her Attorney, and the Defendant being legally Summoned by publication, the Court 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 preceeding the Sale, 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 Extreme Cruelty, and Gross Neglect of duty, and 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 Myrta Florence Hill and Thomas Hill be, and the Same is hereby dissolved, and both parties are released from the Obligations of the Same, It is further ordered that the Custody, Care, Education, and Control of the Said child to-Wit Alfred Howard Hill 2½ Months old, of the Said parties hereto be, Until the further order, confided to the Said Myrta Florence Hill, and the Said Thomas Hill is hereby enjoined from interfering in any manner with Said Child, or with Myrta Florence Hill in the Custody, Care, Education, and Nurture of them Until further order of this Court

And it is further Ordered that the Said, Thomas Hill defendant pay to the Said H.V. Spicer Attorney for Plaintiff for his use as Attorney fee in this Case, as and for Alimony One Hundred Dollars within Ten days from the date hereof March 2nd 1897

It is further Considered by the Court that the Said Myrta Florence Hill, recover from Said Thomas Hill Costs herein expended, and it is Ordered that Execution is awarded therefor

Attest- J M Gamble Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court. of the term of January. to-wit on the 16th day of February in the year of our Lord One Thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore to wit on the 14th day of Decmber A.D. 1896 Carrie M. Emry filed in the Clerks Office of the Said Court of Common Pleas the fallowing Petition against Charles H Emry

Carry M. Emry Plaintiff
VS
Charles H Emry Defendant

Court of Common Pleas Union County Ohio
Petition

No 7248
Petition

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 23rd day of September 1885 She was Married to the defendant. The following Children was born of Such Marriage Grace A Emry. Ten years of age. and Nellie H. Emry Eight years of age

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 the Charity of friends, and her own Exertions became of his idelness and dissipation

The plaintiff further Says that this defendant has been guilty of Extreme Cruelty towards her in this. That he Struck her on the back of the head with his fist. and that he draged her across the floor by her hair, and used other Violence toward her.

Wherfore plaintiff prays that She may be divorced from the defendant. and that She may be decreed to have reasonable alimony, Claimmy the Custody of Said Children. and Such other relief as is proper.

Ayers & Ayers Attorneys for Plaintiff

State of Ohio Union County ss

Carrie M. Emry plaintiff. herein being first duly Sworn Says that the facts Stated herein are true as She believes

Carrie M. Emry

Sworn to before me and Signed in my presence. this 27th day of November 1896

Richard L Cameron Notary Public

Legal Notice

Carrie M. Emry Plaintiff
VS
Charles H Emry Defendant

Court of Common Pleas
Union County Ohio

No 7248
Legal Notice

Charles H Emry. Whose residence is unknown. will take Notice. that on the 14th day of December 1896 Carrie M. Emry filed her petition in the Court of Common Pleas. Union County Ohio being Cause No 7248 praying divorce from the Said Charles H Emry on the ground of gross Neglect of duty, and for Alimony to be charged on defendants real and personal Estate. and that Said Cause will be for hearing on and after January 12th 1897

Ayers & Ayers Attorneys for Plaintiff

December 8rd 1896-27-76

No 7248
Proof of Publication

The State o
Copy of the
County J
publicatio
Sworn
February
Carrie M. E
VS
Charles H. Em
Defendant
thereof is c
of filing
the same, a
the parties
upon the
by reason t
It is
existing be
dissolved, a
ordered tha
Emry and
to the Sai
It is f

No 7248
Entry

Attest

No 7248
Proof of
Publication

Proof of Publication

The State of Ohio Union County ss

The Undersigned, being duly Sworn, Says that a Copy of the Annexed Notice was published for 6 Consecutive Weeks in the Union County Journal. a Newspaper of general Circulation in the County of Union, Said publication beginning with December 3rd 1896:

A. J. Hare per A

Sworn to and Subscribed before me this 16th day of February 1897

J. N. Gossett Clerk

February 16th 1897: The following Entry was filed to-wit

No 7248
Entry

Carrie M. Emry
vs
Charles H. Emry

In the Court of Common Pleas Union County Ohio
Divorce

And now comes the Said Plaintiff by Ayers & Ayers. Attorneys, and the Defendant, having been duly legally Summoned by publication the Court find that the allegations thereof is 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 Union. and that the parties hereto were Married as in Said petition Set forth. The Court further find. upon the evidence. that the defendant has been guilty of Gross. Neglect of duty. and 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 Carrie M. Emry. and Charles H Emry. be and the Same is hereby dissolved, and both parties are released from the obligations of the Same. It is further ordered that the Custody. Care. Education and control of the Said children. to-wit Grace H Emry and Nellie H Emry of the Said parties hereto be. Until the further order. confided to the Said Carrie M. Emry

It is further considered by the Court that the Said Plaintiff pay the costs

Ayers & Ayers Attorneys for Plaintiff

Attest J. N. Gossett Clerk

111

Pleas Continued and held at the Court House in Marysville, Northin and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of January to wit on the 17th day of February in the Year of our Lord One Thousand Eight-Hundred and Ninety Seven

Be it remembered that heretofore to-Wit- on the 24th day of November A.D 1896: Cree B. Guyer by her Father and next friend Milton H. Johnson filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Homer E. Guyer.

No 7240 Petition, and Receipt

Cree B. Guyer. By her Father and next friend Milton H Johnson. Plaintiff

Against

Homer E. Guyer Defendant

In the Court of Common Pleas

Union County Ohio

Petition

The Said plaintiff who is an Infant, and prosecutes this action through her father, and next friend - Milton H Johnson Says:

That the plaintiff is now and has been a bona-fide resident of the State of Ohio for the year last past, and a bona-fide resident of the County of Union: That on the 24th day of May 1896: the plaintiff was Married to the defendant.

That at the time of Said Marriage the plaintiff was Sixteen years of age, and incapable, from Want of age of Contracting Said Marriage Contract, That on the 15th day of October 1896. the plaintiff Seperated from the defendant, and repudiated Said Marriage, and they have not Since Cohabited, or lived together as husband and Wife

That the plaintiffs Name at the time of her Marriage Was Cree B. Johnson

Wherefore the Plaintiff prays that Said Marriage be declared Void, and that She be permitted to resume her Said former Name

John M. Brodrick Attorney for Plaintiff

To the Clerk

Issue Summons and Copy of Petition to Sheriff of Union County Ohio Defendant Returnable according to law Indorse Divorce

John M. Brodrick Attorney for Plaintiff

No 7240 Entry

November 24th 1896: The following Summons was issued to the Sheriff of Union County To. wit

No 7240 Summons

The State of Ohio, Union County ss

Summons in Divorce

To the Sheriff of Union County

You are commanded to Notify Homer E Guyer. that Cree B. Guyer by her next friend her father Milton H. Johnson 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 ------ and asking that She be divorced from him, and that She be restored to her former Name, and for other proper relief. Said petition will Stand for hearing during the term of Said Court next ensuing, and Six weeks from and after the Service of this writ. You will make due return of this Summons on the 7th day of December A.D 1896

(Seal)

Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 24th day of November A.D. 1896

J N Gosnell Clerk

No 7240 Receipt

November
Rec
of Novemb
a Copy of
$3.20 Retur

Cree B. G
Next friend
V
Homer E

and the Co

On consi
respects. Th
answer, a
B. Guyer, an

It is
aforesaid
released th
to resum
from the

Attest J.

No 7240
Sheriffs
Return

November 30th 1896. The Sheriff of Union County Made the following return on Summons To-wit

Received 4 o'clock P.M. on the 24th day of November A.D. 1896. and on the 26th day of November A.D. 1896. I Served the Same by Handing a true Copy thereof. Together with a Copy of the Petition to Homer E Guyer personally; Sheriffs Fees; Service .50. Copy .15. Mileage $3.20 Return .25. Total $4.10

Wm G. Snodgrass Sheriff

Osee B. Guyer by her
Next Friend Milton H Johnson
VS
Homer E Guyer

February 17th 1897: The following Entry was filed To-wit

Entry

No 7240
Entry

This day this Cause came on to be heard on the Petition and the Evidence, and the Same was argued by Counsel, and Submitted to the Court.

On Consideration whereof the Court find the allegations of the petition to be true, in all respects. That Said defendant was duly Served with Summons, and is in default for Answer, and Demurer, and that the Marriage Contract Entered into between Said Osee B. Guyer, and Homer E. Guyer was absalutly Void and of No Effect.

It is therefore Considered and adjudged by the Court that Said Marriage Contract aforesaid be, and the Same Hereby is declared Null and Void, and both parties are hereby released therefrom, the Same as if Said Contract had never been Entered into. Said Plaintiff to resume her Maiden Name of Osee B. Johnson, and to recover her Costs herein from the defendant Taxed at $

Brodrick

Attest J. N Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable, Duncan Dow Judge of the Said Court, of the Term of January, to wit on the 23rd day of February, in the year of our Lord One Thousand Eight Hundred and Ninty Seven.

Be it remembered that heretofore to-wit on the 5th day of December, A.D 1896 Hattie Askins filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Jesse Askins

Hattie Askins Plaintiff
VS
Jesse Askins Defendant

In Court of Common Pleas Union County Ohio.
Petition

No 7255 Petition and precipe

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 the Said County of Union, That on the 3rd day of July 1883 at the home of plaintiffs parents in Said Union County Ohio She was Married to the defendant, and that Ever Since Said Marriage, She has Conducted herself toward the Said Jesse Askins defendant as a faithful and obedient wife. Plaintiff Says that the following named Children was born as the issue of Such Marriage, Whose Names and ages are as follows: Dora E. aged 12 years, and Elias aged 10 years.

1st On the 18th of March 1896: the Said defendant without any just Cause or Justification Whatever, So far as this plaintiff is Concerned, was guilty of Extreme Cruelty toward her by Striking her with his fist, and otherwise, beating, and Maltreating her, in a Shameful Manner, and plaintiff further alleges, and Says, that Said defendant has on divers and Sundry times prior to the 18th day of March 1896, been guilty of extream acts of Cruelty toward her by Striking, beating, and threatening to kill her, and that Said defendant has on Various occasions within the last four years, and prior to the last alleged act of Cruelty herein Mentioned driven her from the home at night time, when She would be Compelled to remain away from home Hours at a time,

2nd Plaintiff further alleges and Says, the Said defendant has been guilty of habitual drunkenness for more than three years last past

3rd Plaintiff further alleges and Says that the defendant has been guilty of gross neglect of duty toward her in that by Idleness and dissipation he Willfully failed and neglected to Sufficiently provide this plaintiff, and their Said Children with food and Clothing, and the Common Necessaries of life, So that She has been Compelled to Wash and Clean houses for others in order to obtain Money to provide herself and their Said Children with the necessaries of life

Plaintiff Says that She has not Cohabited with the Said defendant for More than Seven Months last past

Wherefore the plaintiff prays Judgment divorcing the Said plaintiff, and defendant and desaloving the Said Marriage, and that plaintiff may be awarded the Custody of Said Children and for Such other and further relief as in Equity She may be entitled to

Hattie Askins By J.L Jalliff her Attorney

To the Clerk

Issue Summons with Copy of the Petition annexed to the Sheriff of Wood County

J.L. Jalliff Attorney for Plaintiff

No 7255 Summon and Return

December 16

The State of
Union Co

filed in t
of Ohio a p
him with
him, and
petition w
from and
day of Dec

Seal

December 3

Sheriffs Fees
Service
Copy
Mileage
Return
Postage
Total

February 23rd

Hattie As
VS
Jesse As

No 7255 Entry

Defendant
Court find
find that
of Ohio, fo
this County
forth. T
guilty of
reason ther

It is the
existing
desolved, a
that the C
Elias of the
and the S
with other
and Mainte

It is f
Said Jes

December 16th 1896. The following Summons was issued to the Sheriff of Wood County Ohio.

No 7255
Summon and return

The State of Ohio
Union County ss

Summons in Divorce

To the Sheriff of Wood County

You are Commanded to Notify Jesse Askins that Hattie Askins 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 Extreme Cruelty drunkenness and Gross neglect, and asking that She be divorced from him, and that plaintiff be awarded the Custody of Children, and for other proper relief. Said petition will Stand for hearing during the term of Said Court next ensuring, and Six weeks from and the Service of this Writ. You will Make due return of this Summons on the 28th day of December A.D. 1896.

Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 16th day of December A.D. 1896

Seal

J N Gorrell Clerk: By J No A Gorrell Deputy

December 30th 1896: The Sheriff of Wood County Ohio Made the following return on Summons to wit

Sheriffs Fees		
Service		25
Copy		25
Mileage	3	20
Return		25
Postage		
Total	3	75

Received 10 o'clock A M. on the 17th day of December A.D. 1896; and on the 18th day of December A.D. 1896: I Served the Same by delivering to the within Named Jesse Askins, a true copy thereof, together with a Certified Copy of the Petition against him filed in Said Cause

Richard Biggs Sheriff
By A J B. Garner. Deputy

February 23rd 1897: The following Entry was filed to wit

No 7255
Entry

Hattie Askins
vs
Jesse Askins

In the Court of Common Pleas Union County Ohio

No 7255

Divorce

And now comes the Said Plaintiff, by J. L. Jolliff Attorney, and the Defendant having been duly Served with Summons, and a copy of the petition herein, the Court 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 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 Extreme Cruelty, habitual drunkenness and Gross neglect of duty, and by reason thereof She is Entitled to be divorced as prayed for

It is therefore ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the Said Hattie Askins and Jesse Askins be, and the Same is hereby dissolved, and both parties are released from the Obligations of the Same. It is further ordered that the Custody, Care, Education and Control of the Said Children to-wit Dora E and Elias of the Said parties hereto be (until the further order) confided to the Said Hattie Askins and the Said Jesse Askins is hereby enjoined from interfering in any manner with either of Said Children, or with Said Hattie Askins in the Custody, Care, Education and Nurture of them until further order of this Court

It is further Considered by the Court that the Said Hattie Askins recover from Said Jesse Askins Costs herein Expended

Attest J. M. Gorrell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of January to-wit on the 25th day of February in the year of our Lord one Thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore to wit on the 30th day of September A.D 1896. Jemri Webb files in the Clerks office of the Said Court of Common Pleas the following Petition against Mary R. Webb

Jemri Webb Plaintiff
vs
Mary R. Webb Defendant

In Court of Common Pleas Union County Ohio

No 7214
Petition and Recipe

The plaintiff Jemri Webb Says that he is a bona fide resident of the County of Union, and State of Ohio, and has been a permanent resident of the County and State aforesaid for More than two years last past, that on or about the 19th day of December 1889, at defendants home in Leesburg Township in Said County, he was Married to the defendant, and that ever since Said Marriage he has Conducted himself toward the Said Defendant Mary R Webb as a faithful husband, Plaintiff Says there are no Children as the issue of Said Marriage

1st That Since Said Marriage was Contracted and on the 4th day of March 1896, the defendant at her home in Leesburg Township, in Said Union County Ohio Committed adultery with one Frank Wood, And that Said Defendant on the 30th day of August 1896 at her home in Said Leesburg Township Union County Ohio Committed Adultery with Said Frank Wood, and that the defendant at various other times in the year 1896, Committed Adultery with Said Frank Wood, at her home in Said Leesburg Township Union County Ohio.

2nd That on the 25th day of May 1896 the Said defendant was guilty of Extreme Cruelty toward plaintiff by Striking him with her fist and otherwise beating and Maltreating him in a Shameful Manner, And plaintiff further alleges and Says that Said defendant, has on divers and Sundry times prior to the 25th day of May 1896, in the presence of himself and others, Used abusive language toward him, and called him Vile names imputing a want of Chastity

3rd Regardless of her duties as a wife the Said defendant has been guilty of gross neglect of duty, as follows, The Plaintiff provided a home for defendant and husband, and industriously labored for their Common Support, defendant has neglected, and refused to do plaintiffs Mending, and neglected her household duties, often failing to cook his Meals, and has absented herself from her home and Spent Much of her time in the Company of persons of bad reputation for Chastity, In the Month of August 1896, the defendant refused to further perform any of her household duties, and refused to treat the plaintiff as husband, and Shortly after abandoning her home with plaintiff and removing to Delaware County Ohio, and has ever Since refused to live with him, or in any manner to perform the duties of a wife, thus breaking up the plaintiffs home. Wherefore the plaintiff prays that he may be divorced from the defendant, and have all proper relief

J.L. Jolliff Attorney for Plaintiff

State of Ohio Union County ss

Jemri Webb being duly Sworn Says that he is the plaintiff Mentioned in the foregoing petition, and that he believes the allegations therein Contained to be true

Jemri Webb

Sworn

To the C

of Dela

Septemb

The State
Union C

No 7219
Summons

has filed
of Ohio a
Charging
be divorc
hearing a
Service of
October

October 16

No 7219
Sheriffs Return

Sheriffs f
Copy
Mileage
Return
Postage
Total

October 16

The State
Union C

filed in
of Ohio a
him with
and for
Said Cou
Jem

Sworn to before me and Signed in my presence this 21st day of September 1896
(Seal) J F Millar Notary Public

To the Clerk

Issue Summons for defendant with copy of petition directed to the Sheriff of Delaware County. returnable according to law

J L Jolliff Attorney for Plaintiff

September 30th 1896. Summons issued to the Sheriff of Delaware County Ohio. to-wit

No 7219 Summons

The State of Ohio } ss
Union County }

Summons in Divorce

To the Sheriff of Delaware County

You are Commanded to notify Mary R Webb. that Zemri Webb 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 Extreme Cruelty and gross neglect of duty, and asking that he be divorced from her. and for other and 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 12th day of October A.D. 1896

(Seal)

Witness my Signature as Clerk of our Said Court of Common Pleas. and the Seal of Said Court at Marysville this 30th day of September A.D. 1896

J N Gosnell Clerk
By Jno A Gosnell Deputy

October 16th 1896. The following return was made by the Sheriff of Delaware County to-wit

No 7219 Sheriffs Return

Sheriffs fees		
Copy		25
Mileage	1	92
Return		25
Postage		4
Total	2	46

The State of Ohio Delaware County ss

Received 1 O'clock P M. on the 1st day of October A.D. 1896. The within named defendant not found

Stephen E Neall Sheriff.

October 16th A.D. 1896. The following Summons was issued to the Sheriff of Delaware County To wit

The State of Ohio } ss
Union County }

Summons in Divorce

To the Sheriff of Delaware County

You are Commanded to notify Mary R. Webb. that Zemri Webb 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. extream cruelty. gross neglect. 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 26th day of October A.D. 1896.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 16th day of Oct. A.D. 1896

J N Gosnell Clerk
By Jno A Gosnell Deputy

No 7219 Sheriffs Return on Summons

October 22nd 1896 The following return was made on Summons by the Sheriff of Delaware Co to wit

Sheriffs Fees		
Service		25
Copy		25
Mileage	2	24
Docket		10
Return		25
Postage		04
Total	3	13

Received 8. O'clock A.M: on the 17th day of October A.D. 1896., and on the 20th day of October A.D. 1896, I served the same by delivering to the within named defendant Mary R Webb. personally a true copy thereof to-gather with a certified copy of the Petition

Stephen P. Thrall Sheriff

February 23rd 1897. The following Entry was filed to-wit

No 7219 Entry

Zemri Webb vs Mary R. Webb } In the Court of Common Pleas Union County Ohio
Divorce

And now comes the said Plaintiff by J.L Jolliff Attorney, and the Defendant having been duly served with Summons, and a copy of the petition, herein, the court 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 preceeding the same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were Married as in the said petition set forth, The Court further find upon the Evidence adduced, that the defendant has been guilty of Adultery, Extreme Cruelty, and gross Neglect of duty and by reason thereof he 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 Zemri Webb. and Mary R. Webb. be and the same is hereby dissolved, and both parties are released from the obligations of the same

It is further Considered by the Court that the said Plaintiff pay the costs of this prosecution

Attest J.N Garwell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio of the Term of January. to-wit on the 15th day of February in the Year of our Lord, One Thousand, Eight Hundred and Ninty Seven.

Be it Remembered that heretofore to wit on the 14th day of April 1896. John Maskill filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Frank O Penney and Emmet Freeman

No 7994
Petition and Precipe

John Maskill Plaintiff
vs
Frank O Penney and Emmet Freeman Defendant

Court of Common Pleas. Union County Ohio.

Petition

The plaintiff Says this his action is founded on a promisory Note of which the following is a copy with all the Credits and indorsments thereon

$200 00/100 Nov 18th 1890

Six Months after date we promise to pay to the order of John Maskill, Two Hundred Dollars at York Ohio Value received with interest at 8% per annum until paid

Penney & Freeman

There are No Credits on Said Note. There is due from the defendants to the plaintiff on Said Note the Sum of two hundred dollars which he Claimes with interest from the 18th day of November 1890. and for which he prays Judgment against The defendant

J L Jolliff Attorneys for Plaintiff

The State of Ohio Union County ss

J L Jolliff Makes Oath that he is the attorney of the above named plaintiff John Maskill that the above pleading is founded upon a writen instrument for the payment of Money only. and Said instrument is in the possession of the affiant. and that affiant believes the allegations contained in the foregoing pleadings to be true

J L Jolliff

Sworn to before Me and Signed in my presence This 11th day of April A.D. 1896.

J.K. Millar Notary Public

Precipe. To the Clerk

Issue Summons for all defendants returnable according to law

J.L. Jolliff Attorney for Plaintiff

April 14th 1896. The following Summons was issued to the Sheriff of Union county to-wit

No 7994
Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of Union County

You are hereby Commanded to Notify Frank O Penney and Emmet Freeman that they have been Sued by John Maskill. in the Court of Common Pleas of Union County. and Must answer by the 16th day of May A.D. 1896. or the petition of the Said Plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 27th day of April 1896

Seal

Witness my hand and the Seal of Said Court this 14th day of April A.D. 1896

J N Gosnell Clerk
By Jno A Gosnell Deputy

No 7099
Return

April 25th 1896 The following return on Summons was made by the Sheriff Union County to wit

The State of Ohio
Union County

Sheriff Fees		
Service & Return		50
Mileage	4	98
Copy		30
Total	5	68

Sheriffs Return

Received this writ April 15th A.D. 1896 at 10. o'clock A.M. and Served Same by Delivering a True Copy of this writ with the indorsements thereon to Frank O Penney personally April 21st 1896.
Emmet Freeman not found

Wm G. Snodgrass Sheriff

No 7099
Summons

August 28th 1896 The following Summons was issued to the Sheriff of Union County to wit

The State of Ohio
Union County ss

Summons

To the Sheriff of Union County

You are Hereby Commanded to Notify Emmet Freeman that he has been Sued by John Markill in the Court of Common Pleas of Union County, and must answer by the 26th day of September A.D. 1896; or the petition of the said plaintiff 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. 1896;

(Seal)

Witness my hand and the Seal of said Court this 28th day of August A.D. 1896. J N Gosnell Clerk

September 7th 1896. The following return was made by the Sheriff of Union County to wit

No 7099
Sheriffs Return

The State of Ohio Union County ss

Sheriffs fees		
Service & Return		
Mileage		
Copy		
Total		

Sheriffs Return

Received this writ August 29th A.D. 1896; at 2. o'clock. P.M. and Served Same by leaving a true Copy of this writ, with the indorsements thereon at the usual place of residence of Emmet Freeman on the 4th day of September 1896

Wm G Snodgrass Sheriff

February 15th 1897; The following Entry was filed to-wit

No 7099
Entry

John Markill Plaintiff
vs
Frank O Penney and
Emmet Freeman Defendants

Union County Ohio Common Pleas Court

Entry

Now on this 15th day of February 1897; came the plaintiff by his Attorney, and the defendant came not but made default; The Court therefore finds that the facts Stated in the petition are true, and there is due the plaintiff from the defendants the Sum of $29.92 with ~~interest~~ Eight per cent interest. It is therefore Considered by the Court that the plaintiff recover from the defendants the Sum of $29.92. and his Costs Expended herein Taxed at $

J.L. Jolliff Attorney for Plaintiff

Attest J N. Gosnell Clerk

No 7222
Affidavit

Martin
Entitled ac
the the Sa
Extending
of the Defe
John Ha
known thei

Pleas Continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of January, to wit, on the 1st day of March, in the year of our Lord One Thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore to-wit on the 6th day of October A.D. 1896 Martin Miller filed in the Clerks office of the Said Court of Common Pleas the following Petition against John Hayes, if living, but if dead his heirs and legal representatives

Marlin Miller Plaintiff
vs
John Hayes, if living. But if dead, his Heirs and legal Representative
Defendants.

Court of Common Pleas
Union County Ohio

Petition

The Said Martin Miller, Plaintiff, complains of the Said John Hayes if living, but if dead, then of his heirs and legal representatives, and Says that he, the Said plaintiff, has the legal title to, and is in the peaceable possession of, the following real Estate, Situated in the County of Union, State of Ohio, and in the Village of Richwood, being Thirteen (13) feet off of the South Side of in Lot No Sixty two (62) as plated and Numbered in the Toron plat of Richwood, Ohio, Recorded at the Union County Recorders Office; and the Said plaintiff further alleges that the Said John Hayes, if living, or if dead, his heirs and legal representatives set up, and claim an interest in and to the Said premises, Adverse to the Estate and interest of the Said plaintiff, So as aforesaid Avered.

The Said Plaintiff further Says, that he has Made diligent Search for the Said John Hayes, but is Wholly Unable to Learn whether he is living or dead, and who his heirs and legal representatives are.

The Said plaintiff therefore prays that the Said John Hayes, if living, but if dead, then that his heirs and legal representatives may be Compelled to Show his or their title, and that it May be determined to be Null and Void as against the Said title of the plaintiff, and that plaintiffs title be quieted

Martin Miller By James E. Rabmison Attorney

The State of Ohio Delaware County ss:

Martin Miller, being duly Sworn, depers and Says that the facts Stated, and the allegations Made in the foregoing petition are true as he verily believes

Martin Miller

Sworn to and Subscribed before me this 5th day of October 1896

W. A. Hall Notary Public in and for Delaware County Ohio

Martin Miller Plaintiff.
vs
John Hayes et al. Defendants.

Court of Common Pleas Union County, Ohio.

Affidavit

The State of Ohio, Delaware County ss

No 7222
Affidavit

Martin Miller, being first duly Sworn, Says that he is the plaintiff in the above Entitled action, that Said action is one the Subject Matter of which is Real property, within the the Said State of Ohio, and County of Union, that the Relief Sought Consists in totally excluding Said defendants from any interest therein, and that the place of residence of the defendants can not be ascertained, Affiant further Says, that if the Said John Hayes be dead, and have heirs, and legal representatives, that he does not know their Names, or residences, and further affiant Saith not

Martin Miller

Sworn to before me and Subscribed in my presence this 6th day of October 1896
(Seal) W. S. Hall Notary Public in and for Delaware County Ohio

---

Martin Miller Plaintiff
vs
John Hayes et al. Defendants

Court of Common Pleas Union County. Ohio
Motion

No 7222
Motion

Now Comes the plaintiff by his Attorney and Moves the Court for an order, that, as to the Unknown Heirs, and Legal representatives of the said John Hayes. Service be made, without Naming them by publication for Six Consecutive Weeks, in the Manner prescribed by Statute in case of Non-resident Defendants

Martin Miller By James E. Robinson Attorney

Martin Miller Plaintiff
vs
John Hayes, if living but if dead, his heirs and Legal Representatives, Defendants

Court of Common Pleas
Union County Ohio

Entry

This Cause coming on for hearing upon the Motion of the Plaintiff for an order that as to the Unknown heirs and Legal representatives of John Hayes, Service be Made by publication, without Naming them, for Six Consecutive Weeks, as prescribed by Statute, in reference to Non-resident Defendants; And it appearing from the Affidavit annexed to the petition that the Names, and Residences of the heirs, and Legal Representatives of the said John Hayes are Unknown to the plaintiff; It is ordered that, as to them, Service be Made by publication, without Naming them, for Six Consecutive Weeks, in the Manner prescribed by Statute in case of Non-Resident Defendants,

---

February 26th 1897 The following Legal Notice and proof of Publication was filed to wit

Martin Miller Plaintiff
vs
John Hayes if living but if dead his heirs and Legal Representatives Defendants

Legal Notice
Court of Common Pleas
Union County Ohio

No 7222
Legal Notice

The above Named John Hayes, whose place of residence is Unknown, will take Notice, if living, but if dead, then his heirs and Legal Representatives, whose Names and places of residence are Unknown, will take Notice that on the 6th day of October, 1896, Martin Miller filed his Petition against them in the Court of Common Pleas of Union County, Ohio, Setting forth that he has the legal title to, and is in the peaceable possession of the following described Real Estate, to Wit: Situated in Said County and State and in the Village of Richwood, and being Thirteen (13) feet off of the South Side of Out Lot Number Sixty two (62) as platted in the Union County Record of Plats

That the Said John Hayes, if living, but if dead, then his heirs and legal representatives, set up and claim an interest in and to said premises adverse to the estate and interest of the said Plaintiff and prayed that the said John Hayes, if living, but if dead then that

No 7222
Affidavit of Publisher

The State of
the Publis
printed in
published

Sworn
Printers f

Martin M
vs
John Hayes

of the Said
the peaceab
Said Ma
title, and
has been
might
claims
further Af

No 7222
Affidavit
of P. DeLong

March 1st 18

No 7222
Entry

Martin M
vs
John Hayes

being in
the pleadi
the plaintiff
the Said

his heirs and legal representatives may be compelled to Show his or their title, and that it May be determined to be Null and against the said title of the plaintiff and that the plaintiffs Title be quieted

That on said day the plaintiff Obtained an order from said Court to make Service on the Unknown heirs and legal representatives of the said John Hayes without naming them as in the case of Non-resident Defendants

That said defendants are required to answer said petition by the 5th day of December 1896 or said petition will be taken for true and Judgment rendered against them accordingly

Martin Miller
By James E Robinson his Attorney

Affidavit of Publication

No 7222 Affidavit of Publisher

The State of Ohio Union County ss

S.W. Van Winkle Makes Oath and Says, that he is the Publisher of the Richwood "Reaper" a Newspaper of General Circulation printed in Said County, and that the Notice of which the annexed is a true Copy, was published in Said Newspaper, 6 times beginning on the 15th day of October 1896

S W Van Winkle

Sworn to and Subscribed before me this 11th day of January 1897

Printers fees $17.50 Paid

J R Millar Notary Public

Martin Miller Plaintiff
vs
John Hayes et al Defendants

Court of Common Pleas Union County Ohio

Affidavit

No 7222 Affidavit of F O Penney

State of Ohio Union County ss

Frank O Penney being Sworn Says that he is the tenant of the Said Martin Miller, That the Said Martin Miller is the owner and in the peaceable possession of the premises described in plaintiffs petition That the Said Martin Miller and the parties under whome he Claims and holds title, and possession, have been in possession for over 26 years, that Said possession has been peaceable, known and adverse to any interest or title which the defendants might set up; That the Said Martin Miller, and the parties under whom he claims have paid the taxes on Said premises during all of Said 26 years, and further Affiant Saith Not.

Frank O Penney.

Sworn to and Subscribed before Me this 25th day of February 1897.

March 1st 1897. The following Entry was filed to wit

No 7222 Entry

Martin Miller
vs
John Hayes et al

Entry

Now comes the Plaintiff by his Attorney, and the defendant being in default for Answer and demurer, was Submitted to the Court. Upon the pleadings, and the evidence and on consideration thereof, the Court find for the plaintiff; The Court further find, that at the time of bringing this action the Said plaintiff was in possession of the real property described in the petition

and that he has the legal estate in, and was entitled to the possession of the same, that neither the defendant nor any one of them, have any estate in, or are entitled to the possession of said real estate, or any part thereof, and that the plaintiff ought to have his title, and possession quieted as against each and every one of said defendants as prayed for in his petition.

It is therefore ordered, adjudged, and decreed, that the title and possession of the said Martin Miller to all and singular, the premises in the petition described to, wit Situated in the County of Union, State of Ohio, and Village of Richwood being 13 feet off of the South side of In Lot No Sixty two as plated and numbered in the Town plat of Richwood, Recorded at the Union County Recorders Office.

Be and the same hereby are quieted as against the defendants, and each and one of them, and all persons claiming under them or any of them and they are hereby forever enjoined from setting up any claim to said premises or any part thereof to the title and possession of the said Martin Miller, his heirs or assigns thereto

Attest J. M. Gamell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court of the Term of January to wit on the 15th day of February, in the year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore to wit, on the 9th day of January A.D. 1897 John A Steinhoff filed in the Clerks Office of the Said Court of Common Pleas the following Petition against John Rausch, and Mathias Loschky

No 7284 Petition

John A. Steinhoof Plaintiff
vs
John Rausch and Mathias Loschky Defendants

In the Court of Common Pleas Union County Ohio

Petition

The defendants, John Rausch and Mathias Loschky are indebted to plaintiff in the Sum of One Thousand Dollars, which plaintiff claims with interest at Six per cent from January 8th 1896: Upon a promissory Note of Which the following is a Copy

$1000 00/100: Marysville January 8th 1895:

One year after date we promise to pay to the order of John A Steinhoof One Thousand Dollars, at: Value received: with interest at the rate of Six per annum

Signed John Rausch
Mathias Loschkly.

There are no indorsements on Said Note & the following is the only credit "First years interest paid;

Wherefore plaintiff, John A Steinhoof asks judgment against the defendants, John Rausch, and Mathias Loschky, in the Said Sum of One thousand Dollars with interest at Six per cent from January 8th 1896

J E Griffith
Attorney for Plaintiff

State of O

that he c

Sworn

To the Cler

No. 7284 Precipe

Defendan
Indexe-
Jan 8th 18

January

No 7284 Summons

The State of
Union Co

that they
County, a
plaintiff, w
you

January 14

No 7284 Sheriffs Fees
Sheriffs Return
Service & Return
Mileage
Copies
Total

February

John A. S

John Rau
Loschky

being fully
served, Wit
and deliv
and that

State of Ohio Union County ss

John A. Sterkoff plaintiff being duly Sworn. Says that he believes the allegations in the foregoing Petition are true.

John A. Sterkoff

Sworn to and Subscribed before Me this 9th day of January A.D. 1897

(Seal) J.W. Felton Notary Public

Precipe

No. 7284 Precipe

To the Clerk

Issue Summons in this Case to the Sheriff of Union Co. Ohio. for the defendants. John Rausch. and Matthias Loschky. returnable according to law. Indorse- action for Money only. Amount Claimed $1000.00 with 6% interest from Jan 8th 1896.

J.E. Griffith Atty for Plaintiff

January 9th 1897 The following Summons was issued to the Sheriff of Union County to-wit

No 7284 Summons

The State of Ohio Union County ss

Summons.

To the Sheriff of Said County

You are hereby Commanded to Notify John Rausch and Mathias Loschky that they have been Sued by John A. Sterkoff. in the Court of Common Pleas of Union County, and Must answer by the 6th day of February A.D. 1897, or the petition of the said plaintiff. 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. 1897

Witness my hand and the Seal of said Court, this 9th day of January A.D. 1897

J.M. Gosnell Clerk

By Jno A Gosnell Deputy

January 14th 1897. Summons returned by the Sheriff Endorsed as follows To-wit

No 7284 Sheriffs Return

Sheriffs Fees		
Service & Return		65
Mileage	1	92
Copies		30
Total	2	87

Sheriffs Return

Received this writ Jan 11th A.D. 1897 at 9 O'clock A.M. and Served Same by handing a true Copy of this writ with the indorsements thereon to John Rausch and Mathias Loschky personally on the 18th day of January 1897.

J. Ed Robinson Sheriff

February 15th 1897. The following Entry was filed To wit

John A. Sterkoff Plaintiff vs John Rausch and Matthias Loschky Defendants.

In the Court of Common Pleas Union County Ohio

Entry

Now Comes the plaintiff by his Attorney. and the Court being fully advised in the premises finds that the defendants herein have been duly served with Summons; that both of said defendants are in default for Answer and demurer. that the allegations of the petition are confessed by them. to be true and that the defendants. John Rausch and Matthias Loschky. are indebted to

the plaintiff. John A Sleichoff in the Sum of Ten Hundred and Sixty Seven Dollars
It is therefore considered by the Court that the said plaintiff recover from the said defendants the said Sum of Ten Hundred and Sixty Seven Dollars. with interest from this date. and his costs herein Expended Taxed at $

Attest J. N Gosnell Clerk

Pleas continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable. Duncan Dow Judge of said Court. of. The Term of January, To-wit: on the 26th day of February in the year of our Lord. One Thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore. To-Wit on the 11th day of February A.D. 1896: Ada Leonard filed in the Clerks Office of the said Court of Common Pleas. the following Petition against Elizabeth Lane Executrix of the Estate of D.C. Lane deceased. To-wit

Ada Lane. Plaintiff
VS
Elizabeth Lane Executrix of the Estate of D.C Lane deceased. Defendants

Court of Common Pleas Union County Ohio

Petition

No 7065
Petition

The said Plaintiff says. Elizabeth Lane aforesaid is the duly appointed and qualified Executrix of the will of D.C. Lane, late of said County of Union Dec'd. as will appear by the Records of the Probate Court of said County of Union. Wherein said will has been Probated= That said Plaintiff. is the Assignee. and legal owner, and holder of the following Note of said D.C. Lane, a copy of which with the endorsement thereon is hereto attached Marked (A) and there is due to Plaintiff from the said Estate of said D.C. Lane deceased on said Note A. the Sum of One Hundred Thirty Seven 91/100 Dollars. with interest thereon at Six per cent per annum from Dec. 14th 1888.

That said Plaintiff presented to the Defendant her said claim duly verified and asked that She accepts. and allow to be a Valid claim against said Estate. but the Defendant on the 7th of Feby 1896: returned said claim to Plaintiff Endorsed: rejected by her. and. She doth reject said claim as Valid. and refuseth to allow the Same= Wherefore Plaintiff prays Judgment against said Defendant as said Administratrix for the Sum of One Hundred and Thirty Seven and 91/100 Dollars. with interest from Dec: 14th 1888: on said note as a Valid claim against said Estate.

For a Second cause of action the Plaintiff repeats the allegations of the first cause of action as to the appointment of Defendant as Executrix &c. and further says that said Plaintiff is the Original and legal owner. and holder of the Promissory Note of said D.C. Lane (a copy of which with the Endorsements thereon is hereto attached Marked B) and there is due Plaintiff from the said Estate of D.C. Lane deceased on said Note "B" the Sum of Four Hundred and Sixty two 50/100 Dollars. with interest thereon from January 17th 1885. at Six per cent per annum= That said claim duly verified by

Plaintiff
against
returned to
against Sa
of D.C. Lan
Valid claim

Copy of Not
$30

or Order. Tha

Endorsed
88 cts

By or
note to Ad

of the Estate

Copy of Note
$

I promise t
with interes
of this note.
after the Dat
and waive
of us in fa
with Costs o

Endorsed
Note to Ad

Non of the De
The State

says, the
Madison Co
allegations

Sworn

No 7065
Lucipe

To Clerk

on note
$137.91

Second
interest fr

Plaintiff was duly presented to Defendant for her allowance thereof as a Valid Claim against Said Estate of D.C. Lane= but on or about the 7th day of February 1846: Defendant returned to Plaintiff Said Claim rejected. and She refused to allow Same as a Valid Claim against Said Estate = Wherefore Plaintiff prays Judgment against Said Defendant as Administrator of D.C. Lane for Said Sum of $462 56/100 with interest at 6 per cent from January 17th 1885: as a Valid Claim against Said Estate

Robinson & Woodburn Attorneys for Plaintiff

Copy of Note "A"

$304 96/100: January 14th 1884: Three years after date I promise to pay Luther Lane Sen or Order Three Hundred and four 96/100 Dollars for Value rec'd with Six per cent from date

D.C. Lane

Endorsed Dec 17th 1848: $256 96/100 Dollars: Rec'd on the within Note Two Hundred and fifty and 88 cts

By order of the Probate Court of Madison County Ohio I hereby assign the within Note to Ada Leonard without recourse on me

Xerxes Farrer Administrator de bonis Non of the Estate Ely Lane deceased.

Copy of Note "B"

$ 462 56/11 Plain City O January 17th 1885: Three years after date for Value received I promise to pay Luther Lane Sen: or Order Four Hundred and Sixty two and 56/100 Dollars with interest at 6 per cent from date: 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, together with Costs of Suit: and to waive and release all Errors, in Said proceedings and petition in Error

D.C. Lane

Endorsed by Order of the Probate Court of Madison Co. O.= I hereby assign the within Note to Ada Leonard without recourse on me

Xerxes Farrer Admr de bonis Non of the Estate of Ely Lane Deceased.

The State of Ohio Union County. SS.

R.L. Woodburn being duly Sworn deposeth and says, the Plaintiff is not a resident of Union County Ohio: but a resident of Madison County Ohio and affiant is her attorney in the above cause and believes the allegations of the foregoing Petition are true

R.L. Woodburn

Sworn before me and Subscribed in my presence this 11th day of February 1846

Seal

J N Gamble Clerk

No 7065 Precipe

To Clerk

Issue Summons returnable according to law. Endorse for Money on note 1st cause of action. One hundred & thirty seven 91/100 with 6 per cent Dec 14th 1848 $137.91

Second cause of action for Money on note Amount $462 56/100 with Six per cent interest from January 17th 1885

Robinson & Woodburn Attys for Plaintiff

February 11th 1896: The following Summons was issued to the Sheriff of Union County to-wit

The State of Ohio
Union County ss

Summons

To the Sheriff of Said County

No 7065
Summons

You are hereby commanded to notify Elizabeth Lane Executrix of the estate of E. C. Lane, deceased: That She has been Sued by Ada Lane in the Court of Common Pleas of Union County, and Must answer by the 14th day of March A.D. 1896. or the Petition of the Said Plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 24th day of February 1896:

Witness My hand and the Seal of Said Court this 11th day of February A.D. 1896

J. N. Garnes Clerk

February 24th 1896 The following return on Summons was made by the Sheriff of Union Co.

The State of Ohio Union County

Sheriffs Return

Sheriffs Fees		
Service & Return		50
Mileage	2	72
Copy		15
Total	3	37

Received this writ Feb. 12th A.D. 1896: at 11. O'clock A.M. and Served Same by delivering a True Copy of this writ with the indorsments thereon to Elizabeth Lane personally. on the 22nd day of February 1896

Wm G. Snodgrass Sheriff

February 4th 1897: The following Answer of Elizabeth Lane Executrix Was filed To wit

Ida Leonard Plaintiff
VS
Elizabeth Lane Executrix of the Estate of David C. Lane Defendant

Court of Common Pleas Union County Ohio

Answer

No 7065
Answer of Elizabeth Lane Executrix

The Defendand, Elizabeth Lane, Answers to the Petition of Plaintiff and admits that She is the Executrix of David C Lane deceased, and that the notes Set out in Plaintiffs Petition were presented to her for allowance and rejected as alleged by Plaintiff; and Defendant denies each and every other allegation of Said Petition, and denies that Plaintiff is the assignee, or legal owner, or holder of promissory notes or either of them. That one Luther Lane Sen. and who is the payee of the Said notes, is So far as appears from Plaintiffs Petition, and the Second is the legal holder and owner of both Said Notes.

Second ground of defence. Defendant Says that the Said David C. Lane deceased, and the Said Luther Lane who were brothers, had frequent business transactions Each with the other dating back for more than Thirty years, and in which Deals and Transactions, the Said David would borrow Money of the Said Luther, and would give him his note for the Same, and would make partial payments, frequent renewals, borrow more money at times, of Luther Lane, pay Usurious interest, and again give Notes in renewal, and containing Usurious interest, and So continued in this way, and borrow Money of Said Luther Lane, Make partial payments renewals, with usury included and down to and including the notes

Sued upon in this case, and while Defendant cannot State the full amount of the Usury Charged and paid by Said David C Lane deceased, yet Defendant avers that when the Note of $1438.00 which was given by David C Lane on Feb 1st 1876 to Said Luther Lane was renewed by the giveing of the Note of $1842.00 on Feb 1st 1880: that 12 per cent Usury was computed on Said $1438.00 up to Said date of Feb 1st 1880: and was Charged against Said David, and put into and included in Said renewed Note. and Said Usury was continued on down in renewals without correction, to and including the Notes Sued Upon. The Usury included in the Note of $1842.00 being $345.12. Which amount with interest at 8 per cent from Feb. 1st 1880: Defendant avers may be Considered and held to be a payment Made at that time by Said David C Lane to Said Luther Lane, and a partial failure of Consideration on Said $1842.00 Note, and deducted from the Notes Sued upon in this action.

Third ground of defence. Defendant Says that one of the Notes So Executed by Said David C Lane to Said Luther Lane was given on the 1st day of Dec. 1871. for $1433 23/100. On this Note $88.00 was paid and Endorsed on the Same at its date, leaving Still due on the Said Note the Sum of $1345 23/100: This Note was renewed on Dec 1st 1872, at which time $100.00 was paid on Same, But the Said Luther Lane, who was then the owner of Said note, in figuring up the amount for which the renewal note was to be given, by Mistake Made the amount $1460.23, and took for that amount, when in fact the true and correct amount was only $1352.23. Making a Mistake of $108.00 against the Said David C Lane, and Said renewal Note So given Dec 1st. 1872. was given for $108.00 More than was due, and owing by Said David C Lane. And this Mistake followed on down, and was carried into the Notes herein Sued upon, and Said Defendant asks that the Said Sum of $108.00 with 8 per cent interest from Dec 1st 1872. be held and treated as a payment on the Said Notes herein Sued upon, and as a failure of Consideration in the Same, and the amount allowed this Defendant and deducted from Said Notes herein Sued upon. And Said Mistake in Said figuring was not discovered until after this Suit was Commenced.

Fourth ground of defence. Defendant further Says that the Said note of $1842.00 given on Feb. 1st 1880. was renewed on Dec. 18th 1880. at which time two Note were given in renewal of the last Named date, one for $900.00, and the other for $931.49. That in figuring the interest at the date of renewal. to-wit Dec. 23rd 1880, the Said Luther Lane who owned Said Note, made a Mistake in the figuring of $147.36 against the Said David C. Lane. and in favor of himself, and this Mistake of $147.36 was carried into Said two Notes. So given in renewal, interest being figured at 8 percent, and Said renewal Notes was paid at their full face. with the usual interest without the Said Mistake being discovered (in fact Said Mistake was not discovered by Defendant until after the Commencement of this Suit) And this Mistake was Since carried down, in the Transaction aforesaid, and not corrected, and were included in the notes herein Sued upon. Defendant therefore asks that Said Sum of $147.36 with interest at 8 per cent from Dec 23rd 1880. be allowed Defendant as a payment on the Money So loaned to David C Lane by Said Luther Lane. That the Sum is a partial failure of the Consideration of the Notes Sued upon. and Defendant asks that the Same may be adjusted in favor of Defendant in this action

Fifth ground of defence. Defendant further Says that on the 17th day of Aug. 1882: two Notes were again given by Said David C Lane to Said Luther Lane for $600.00 each, and which were paid up and lifted by Said David without any correction or Settlement of the Said Mistakes in computation, or the Usury above Mentioned, and that again on the 14th, day of Jan. 1884. the Said David C Lane Executed, and delivered to the Said Luther Lane two other Notes, one for $300.86

and the other for $304.8¢. This last note is one of those Sued upon by Plaintiff, and Mentioned in his first Cause of action. That afterwards on the 27th. day of Dec. 1884. Said David C Lane paid to Said Luther Lane both of Said Notes in full, and lifted the one given for $305.8¢. But by oversight or Mistake the $304.8¢ Note was left in the hands of Said Luther Lane, but the Same was paid, and Should be Cancelled.

Defendant therefore asks that the Said $304.8¢. So Sued for in this action be found to be paid, and ordered Cancelled. Defendant Says that She knew Nothing of the Mistakes in the Computation of interest or any of them herein above alleged, and set forth. Until after the Commencement and pending of this action.

Defendant therefore asks that the Mistakes in the Computation above set forth, together with the interest so Claimed, and the usury Embodied in Said renewals, be allowed. Defendant as payments by the Said David C. Lane to Said Luther Lane, and failure of Consideration in Said renewals, and that the Same be deducted from any amount that Plaintiff may be Entitled to. And Defendant asks all other and further relief that the facts herein Entitles her to

L. Piper and Porter & Porter Attorneys for Defendant

State of Ohio
County ss

Elizabeth Lane the Defendant herein being duly Sworn according to law Says the facts Stated and allegations in the foregoing answer are as she believes true

Elizabeth Lane

Sworn to before me by Elizabeth Lane, and by her Subscribed in my presence this the First day of February A.D. 1897

B.W. Evans Notary Public

April 7th 1896: The following Motion was filed by Defendants Attorney To-wit

Ada Lane Plaintiff
Vs
Elizabeth Lane Executrix of Estate of D.C. Lane Deceased Defendant

Court of Common Pleas Huron County Ohio

Motion

And now comes the Defendant Elizabeth Lane Executrix Ect, and moves the Court here for an order requiring the Plaintiff to make her Petition more definite and Certain in the following particulars to-wit

No 7065 Motion

1st: That She State with more Certainty the name of the Plaintiff in the above Entitled Cause.

2nd: That She State who is the Defendant in the above Entitled Cause.

3rd: That She State clearly the amount due on the note Marked "1" in the Petition referred to. Why She claims the Sum of $137.2¢ Still due on the Said note. and why She counts Interest on Said amount from December 14th 1884.

4th: That She set out the Causes of action in the Petition to which She refers by "1" & "3"

5th: That She State in the prayer to her Petition the amount for which She claims Judgment.

6th: That the Petition be Stricken from the files for want of Verification

L. Piper & Porter & Porter Attorneys for Defendant

No 7065 Entry

May 1st 18[illegible]

Ada Lane
vs
Elizabeth La[illegible]

Court to fi[illegible]
Motion - [illegible]
and the Sa[illegible]

May 1st 189[illegible]

Ada Lane
v
Elizabeth La[illegible]
of the Estate of
Deceased; D

No 7065 Amended Petition

appointed a[illegible]
Huron. Dec[illegible]
wherein Sai[illegible]
owner, and [illegible]
Endorsement
Petition, a[illegible]
on note fir[illegible]
and 07/100 Dolla[illegible]
That Said [illegible]
ask that S[illegible]
the Defenda[illegible]
rejected a[illegible]
the Same.
Executrix
cent intere[illegible]
Now a[illegible]

of action a[illegible]
Said Plain[illegible]
of Said D. C[illegible]
Exhibit "B
on Said d[illegible]
and 50/100 Dol[illegible]
That Said [illegible]
her allowan[illegible]
about the [illegible]
rejected. [illegible]
Plaintiff a[illegible]
represented
against Sai[illegible]
of $462.54/100
Said Est[illegible]

May 1st 1896: The following Entry was filed to wit

No 7865 Entry

Ada Leonard
vs
Elizabeth Lane Exetx

Entry

Now comes the Plaintiff upon his motion and moves the Court to file Amended Petition in the above Entitled Case – Upon hearing of said Motion – Leave is granted by the Court to file said Amended Petition Instanter and the Same is hereby filed

May 1st 1896: The following Amended Petition was filed to wit

Ada Leonard Plaintiff
vs
Elizabeth Lane Executrix of the Estate of David C. Lane Deceased: Defendant

Court of Common Pleas Union County Ohio.

Amended Petition

No 7065 Amended Petition

The Said Plaintiff Says. Elizabeth Lane aforesaid is the duly appointed and qualified Executrix of the Will of David C Lane late of Said County of Union. Deceased. as will appear by the Records of the Probate Court of Said County of Union. Wherein Said will has been Probated – That Said Plaintiff is the assignee and legal owner and holder of the Promissory Note of Said D. C Lane (a copy of which with the Endorsments thereon is hereto attached and Marked Exhibit "A") as described in this Petition, and there is due to Plaintiff from the Estate of Said David C. Lane Deceased on Note first described Marked Exhibit "A" the Sum of One Hundred and Thirty Seven and 07/100 Dollars. with interest thereon at Six per cent per annum from December 17th 1888 – That Said Plaintiff presented to the Defendant her Said claim duly Verified, and ask that She accept and allow it to be a Valid claim against Said Estate, but the Defendant on the 7th of February 1896: returned Said Claim to Plaintiff endorsed rejected by her – and She doth reject Said claim as Valid, and refuseth to allow the Same. Wherefor Plaintiff prays Judgment against Said Defendant as Said Executrix for the Sum of One Hundred and Thirty Seven & 07/100 Dollars with Six per cent interest from Dec 17th 1888. on Said Note as a Valid claim against Said Estate:

For a Second Cause of action:

The Plaintiff repeats the allegations of the first Cause of action as to the appointment of Defendant as Executrix &c – and further Says that Said Plaintiff is the assignee and legal owner and holder of the promissory Note of Said D. C Lane (a copy of which with Endorsments thereon is hereto attached Marked Exhibit "B". and there is due Plaintiff from the Said Estate of David C Lane Deceased on Said described as Marked Exhibit "B" the Sum of Four Hundred and Sixty two and 54/100 Dollars. With interest thereon from January 17th 1895 at Six per cent per annum –

That Said claim duly verified by plaintiff was duly presented to Defendant for her allowance thereof as a Valid claim against Said Estate of David C. Lane, but on or about the 7th day of February 1896: Defendant returned to Plaintiff Said claim rejected. She refused to allow the Same as a Valid claim against Said Estate: The Plaintiff avers that David C. Lane and D. C. Lane are one and the Same named persons represented: Wherefore Plaintiff prays Judgment on Said Second Cause of action against Said Defendant as Executrix of David C Lane Deceased for Said Sum of $462 54/100 with interest at 6. per cent from January 17th 1895 as a Valid claim against Said Estate

Robinson & Woodburn Attorneys for Plaintiff

Copy of Note Marked Exhibit "A"

$304 86/100 January 17th 1887 three years after date I promise to pay Luther Lane Sen or Order Three Hundred and four and 86/100 Dollars for Value received with 8 per cent from date

D.C. Lane

Endorsed "Dec 17th 1888 $256 84 Dollars" Received on the "Within note Two Hundred and Fifty Six dollars and 84 cts

By order of the Probate Court of Madison County Ohio I hereby assign the within note to Ada Leonard Without recourse on me=

Jerxes Farrer Admr de bonis non of the Estate Elizabeth Lane decd

Copy of Note Marked Exhibit "B"

$ 162 56

Plain City Ohio January 17th 1895: Three years after date for Value received I promise to pay Luther Lane Sen. or Order. One Hundred and Sixty two and 56/100 Dollars with interest 8 per cent from date = 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 together with Costs of Suit, and to Waive and release all Errors in said proceeding and Petition in Error

D. C. Lane

Endorsed by order of the Probate Court of Madison Co O; I hereby assign the within Note to Ada Leonard without recourse on me.

Jerxes Farrer Admr de bonis non of the Estate of Elizabeth Lane deceased

The State of Ohio
Union County } ss

R L Woodburn being duly Sworn says the Plaintiff is a non resident of Union County Ohio. and this action is for the payment of Money founded upon a Written instrument now in the possession of Affiant. one of the Plaintiffs attorneys duly authorized in the above action, and believes the allegations and facts of the foregoing Petition are true

R. L. Woodburn

Sworn to before me and signed in my presence this 30th day of April 1896

(Seal)

J.M. Connell Clerk
By Jno Connell Deputy

July 7th 1896: The following Motion now filed to wit

Ada Leonard Plaintiff
vs
Elizabeth Lane Executrix of the Estate of David C Lane deceased Defendant

No 7065 Motion

Court of Common Pleas Union County Ohio:

Motion

Now Comes the Defendant herein and moves the Court for an order requiring the Plaintiff to make her Petition more definite and certain in this. to wit:

1st: The promissory notes on which she brings this action, are both payable to one Luther Lane. or order. and the assignment of said note as they appear by the Statements of the Plaintiff's Petition have both been made

to her,
of Elizab
to Show
Luther
2nd
Defenda
and her
either of
the Adm
3rd
Defenda
of $137.
4th
and Eliz
the Same
5th
exhibit
6th
7th

September

Ada Le

Elizabeth
of the Esta
Deceased

No 7065 Entry

Defendan
Stated
Where
Said Mat
Where

file and

February

No 7065 Reply

Ada Leo
vs
Elizabeth
Ex
Defend
in the

to her, the Plaintiff, by one Xerxes Farrar Administrator de bonis non, of the estate of Elizabeth Loane deceased. Defendant therefore asks the Court to require the Plaintiff to show how said Plaintiff comes to hold in the ownership of said note with the payee Luther Loane

2nd; Said Notes are executed and payable to Luther Loane Sen, or order. The Defendant therefore asks that Plaintiff be required to show what Elizabeth Loane deceased and her Administrator de bonis non, Xerxes Farrar had to do with said Notes or either of them, and how the Plaintiff herein could obtain any interest in said Notes from the Administrator de bonis non of said Elizabeth Loane Deceased.

3rd; On the note of $80.86 Marked "Exhibit "A" appears two Credits of $25.86 Each, Defendant asks that the Plaintiff be required to show how and why there is due a Ballance of $137.07 due and Unpaid on said note.

4th; That the Plaintiff be required to State whether the Defendant Elizabeth Loane and Elizabeth Loane deceased whose Estate is represented by Xerxes Farrar are one and the Same person.

5th; That She Set out the cause of action in the Petition to which She refers as exhibit "A" "B" "C"

6th; That She State in the prayer to her Petition the amount for which She claims Judgment

7th; That the Petition be Stricken from the files for want of Verification

L. Piper & Porter & Porter Attorneys for Defendant

September 30th 1896: The following Entry overruling Motion was filed to wit

Ada Leonard Plaintiff
vs
Elizabeth Loane Executrix of the Estate of David Loane Deceased Defendants

Common Pleas Court Union County Ohio

Entry overruling Motion

No 7065 Entry

This day this cause come on to be heard upon Motion filed by Defendant to require Plaintiff herein to reform her Amended Petition for reasons Stated in Said Motion, was argued by Counsel and Submitted to the Court.

Whereupon, the Court being fully advised in the premises do, on consideration, overrule Said Motion, to all of which rulings and decrees the defendant herein then and there excepted

Whereupon the Defendant Moves the Court for leave to file answer herein

On consideration whereof the Court grants Such leave to Defendant to file answer within twenty days

Woodburn & Robinson
Porter and Porter & Piper Attorneys for Defendants

February 16th 1897: The following Reply was filed to wit

No 7065 Reply

Ada Leonard
vs
Elizabeth Loane
Executrix

Court of Common Pleas Union County Ohio

Reply

Now Comes Ada Leonard Plaintiff and for her reply to defendants Answer says She denies the Statement and allegations made in the, Second, Third, Fourth and Fifth grounds of defense, as set forth

in her said answer: Wherefore the Plaintiff asks judgment against the said Defendant as prayed for in her said Petition and such other relief as the Equity of the case demand;

Robinson & Woodburn Attorneys for Plaintiff

The State of Ohio Union County ss

R L Woodburn being duly Sworn Says he is one of the Attorneys duly authorized in the above case, and that the Plaintiff Ada Leonard is a Non resident of the County of Union and is now absent therefrom - and that the Statements and allegations Made in the foregoing Reply are true as he verily believe

R L Woodburn

Sworn to before me and Subscribed in my presence This 16th day of February 1897:

(Seal)

J N Gosnell Clerk

February 26th 1897: The following Entry was filed to wit

Ada Leonard
vs
Elizabeth Lane Ex'r of
David Lane dec'd

Entry

No 7164
Petition

This day Came on this cause and the parties Waived Trial by Jury, and Submitted this cause to the Court. Whereupon the Court by Consent of parties find there is due Plaintiff from Defendant as Executor of the Will of David C Lane deceased, on said Claim a balance of Five Hundred Dollars

Whereupon: It is Considered and adjudged by the Court that said Claim to the amount of Five Hundred Dollars be by her allowed and be paid as other Valid Claims pro rate out of the assets of said estate together with the Costs of Suit Taxed at $

Pltfs Atty Consel for Defendant

Attest J N Gosnell Clerk

Please Continued and held at the Court House in Marysville, Pothin, and for the County of Union, in the Tenth Judicial Distrct of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Doo Judge of Said Court, of the Term of January Term, to wit: on the 14th day of January in the year of our Lord One thousand Eight Hundred and Ninty Seven

Be it remembed that heretofore to-wit, on the 31st day of July A.D. 1896 John Robinson filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Robert Ferguson & others.

John Robinson Plaintiff
VS
Robert Ferguson Elizabeth Ferguson Eugene Ferguson Lon Ferguson Mila Kutan Laura Clark: Defendants

Union Common Pleas

Petition

No 7164 Petition

The Defendant Elizabeth Ferguson is the Widow, and the Defendants Robert Ferguson, Eugene Ferguson Lon Ferguson, Mila Kutan Laura Clark are the Sole heirs at law, and legal representatives of Daniel Ferguson deceand, Who Made the Mortgage hereinafter described.

On the 25th day of October 1888 Daniel Ferguson, then in full life but Since deceand; together with his wife the Defendant Elizabeth Ferguson who released her dower therein, duly executed, and delivered to Plaintiff their Certain Mortgage deed Conveying the following premise to-wit.

Situate in the County of Union, State of Ohio and Township of Darby, to-wit Being a Slip of land on the North Side of big Darby Creek being (4) four rods wide, and thirty Six rods long, bounded on the North by lands of B. S. Robinson, on the East by lands of Wm Benson, on the South by Big Darby Creek, on the west by Geo. S. Wilcoy, and Containing Two (2) acres More or less.

Said Mortgage was conditioned as follows in Substance to-wit.

Dat 25th 1888.

Copy of note

One year after date I. promise to pay to the Order of John Robinson One hundred and Twenty five dollars at rate of 8% interest per annum from date until paid Value received payable at Immeille Center Ohio, this note is Secured by Mortgage on real Estate

Signed Daniel Ferguson.

Said Mortgage was duly filed for record in the Recorders office of Union County Ohio on the 20th day of October 1888. and Recorded Nov 8th 1886 in Vol 25: Page 456. of Said records; Said Mortgage has become absolute, there remains due and Unpaid thereon the Said Sum of $125.00 with interest at 8% from October 25th 1888. There has been no Administrator or Executor appointed for Said Estate.

Plaintiff asks that in default of payment of the amount Now payable, or that may come payable before Judgment herein, Said mortgage may be foreclosed, and Said premise may be Sold free of all claims of Defendants, and the proceeds applied to the payment of the debt due Plaintiff and for all proper relief

J B. Cole Plaintiffs Attorney

State of Ohio Union County SS:

John Robinson being Sworn Says that the facts Stated and allegations in the foregoing pleadings as he believes True

John Robinson

Sworn to and Subscribed before me This 29th day of July 1896;

James McCampbell Probate Judge

No 7164
Precipe

July 31st 1896: The following Precipe was filed to-wit
To: Clerk: Sir: Issue Summons for defendants in above case to Sheriff of Union County returnable according to law Equitable relief asked

J B Cecil Plaintiffs Attorney

July 31st 1896: The following Summons was issued to the Sheriff of Union Co Ohio.

The State of Ohio
Union County

Summons

To the Sheriff of Said County

No 7164
Summons

You are Commanded to Notify Robert Ferguson Elizabeth Ferguson Eugene Ferguson Lon Ferguson Anna Ferguson Mila Rutan Laura Clark that they have been Sued by John Robinson in the Court of Common Pleas of Union County, and Must Answer by the 29th day of August A.D. 1896; or the Petition of the Said Plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons on the 10th day of August A.D. 1896

Witness my hand and the Seal of Said Court this 31st day of July A.D. 1896:

(Seal)

J N Gould Clerk
By Jno A Gould Deputy

August 4th 1896: The following return was made on Summons by Sheriff of Union Co Ohio

No 7164
Sheriffs Return on Summons

The State of Ohio Union County ss

Sheriffs fees		
Service & Return		80
Mileage	2	08
Copies	1	03
Total	3	91

Sheriffs Return

Received this writ August 1st 1896: at 8 O: Clock A M. and Served Same by handing a true copy of this writ with the endorsments thereon to Robert Ferguson, Elizabeth Ferguson, and Laura Clark personally on the 3rd day of August 1896: Eugene Ferguson Anna Ferguson and Mila Rutan not found

Wm G. Snodgrass Sheriff:

August 17th 1896: The following Amended Petition was filed to-wit:

John Robinson Plaintiff
vs
Robert Ferguson et al. and The Caldwell Manufacturing Company: Defendants

Union Common Pleas

Amendment to Petition

No 7164
Amended Petition

Now comes the Plaintiff, and by way of amendment to his Petition herein: and for the of making new parties Defendants. Says: That Since filing his original Petition herein, he has learned, and now avers, that Mila (Ferguson) Rutan one of the Defendants heirs at law of Daniel Ferguson is deceased, leaving a husband Nat Rutan Surviving, and leaving as her Sole and only heirs at law the following Named Children. to wit Zelora Rutan, Della Rutan and Clay Rutan, who are her only heirs, and legal representatives and as Such have an interest in Said real Estate in the Petition described Subject to Plaintiff Said Mortgage: and has also learned. that the Caldwell Lumber and Manufacturing Co have a judgment against Said Daniel and Robert A Ferguson and a lien on Said lands by Virtue of which

Said Company claimes a lein upon said lands in the Petition described; But the Plaintiff says that said alleged lein is no prior and subsequent lein to his claim in Mortgage, and prays for same, and prays as in his Petition, and that said lands may be sold free of all claims of Defendants, and the proceeds applied on Judgment of Plaintiffs said claim so far as may be necessary, and for all proper relief

J B Cole Attorney for Plaintiff

State of Ohio Union County ss

John Robinson being Sworn Says that the facts Stated and allegations in his foregoing pleadings are as he believes true

John Robinson

Sworn to and Subscribed before Me this 17th day of August A.D. 1896.

Seal

J N Gorrell Clerk

To the Clerk:

No 7164 Precipe

Issue Summons for Caldwell Lumber and Manufacturing Co and for Mat Rutan, and Zelora Rutan, Delbert Rutan & Clay Rutan Infants, to the Sheriff of Champaign Co, and for Alonzo Ferguson and Anna Ferguson Eugene Ferguson and Emma Ferguson to the Sheriff of Vanwert Co Ohio returnable according to law Equitable relief

J B Cole Plaintiffs Attorney

August 17th 1896. The following Summons was issued to the Sheriff of Champaign County Ohio to-wit

No 7164 Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of Champaign County

You are hereby commanded to notify the Caldwell Lumber and Manufacturing Company Mat Rutan Zelora Rutan, Delbert Rutan and Clay Rutan Infants, That they have been sued by John Robinson in the Court of Common Pleas of Union County, and must answer by the 19th day of September A.D 1896; or the Petition of the said Plaintiff 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 1896.

Witness my hand and the Seal of said Court this 17th day of August A.D 1896

J.N. Gorrell Clerk
By Jno N Gorrell Deputy

August 26th 1896. The following return was made by the Sheriff of Champaign County to-wit

No 7164 Return

The State of Ohio
Champaign County

Sheriffs Return

Received this writ August 18th A.D. 1896; at 8. o'clock A.M. and Served same by delivering a certified copy of this writ on the Caldwell Lumber Manufacturing Co with the Endorsements thereon at their usual place of business, and on the 24th day of August I Served the within named Mat Rutan Delbert Rutan Zelora Rutan and Clay Rutan a Minor under 14 years, personally by giving Each of them a certified copy of this writ with the Endorsements thereon, at the Same time I Served Mat Rutan, with whom Said Minor Clay Rutan lives with a certified Copy of this writ

Sheriffs Fees		
Service & Return		25
Additional Defts		75
Mileage	1	76
Portage		02
Copy		72
Total	3	50

R N Mullin Sheriff
By S H McLain Deputy

No 7164
Summons

August 17th 1896; The following Summons was issued to the Sheriff of Van Wert County Ohio

Summons

The State of Ohio
Union County

To the Sheriff of Van Wert County:

You are hereby Commanded to Notify Alonzo Ferguson, Anna Ferguson Eugene Ferguson and Emma Ferguson, that they have been Sued by John Robinson in the Court of Common Pleas of Union County, and Must Answer by the 19th day of September A.D. 1896; or the Petition of the said Plaintiff 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. 1896

Witness my hand and the Seal of said Court this 17th day of August A.D. 1896;

(Seal)

J.M. Gorrell Clerk
By Geo. A. Gorrell Deputy

August 31st 1896; The following return was made on Summons by Sheriff of Van Wert County

No 7164
Return

The State of Ohio
Van Wert County

Sheriffs Return

Sheriffs Fees:		
Service & Return		95
Mileage		80
Copy	1	00
Index & Postage		50
Total	$3	25

Received this writ August 18th A.D. 1896; at 11:0 'clock A.M. and Served Same on August 26th 1896, by Handing To Alonzo Ferguson and Eugene Ferguson a true copy of the Original Summons with Endorsements thereon, and on Same day I Served the Same by leaving at the usual place of residence of said Anna Ferguson and Eugene Ferguson a true Copy of the Original Summons with Endorsements thereon and on August 31st 1896 Returned this writ

Sept 4th 1896 S.C.P. 496 Elizabeth Ferguson granted 10 days from the first day of this term in which to answer

Eugene D Crum Sheriff
Jno M Wabrick Deputy

September 16th 1896; The following answer of Elizabeth Ferguson was filed To-wit

No 7164
Answer of Elizabeth Ferguson

John Robinson Plaintiff
vs
Robert Ferguson et al Defendants

In the Court of Common Pleas
Union County Ohio

Answer of Elizabeth Ferguson

Now comes Elizabeth Ferguson, one of the Defendants in this case, and for answer to Plaintiffs Petition, Says, that She did not Sign the Mortgage described in Plaintiffs Petition, nor authorize any one else to do So for her, and that She is the owner of a dower interest in the premises described in said Petition by reason of her being the widow of Daniel Ferguson deceased.

She therefore prays that if said premises are Sold, they may be ordered Sold subject to her said dower interest therein

J.E. Griffith Attorney for Elizabeth Ferguson

State of Ohio
Union County ss

Elizabeth Ferguson one of the Defendants herein, being duly Sworn Says that She believes the allegations in the foregoing pleading are true

Elizabeth her + mark Ferguson

Sworn to and Subscribed before me this 1st day of September A.D. 1896
Frank B. Davis J.P.

No 7164
Affirmation and Acceptance of Guardian ad Litem

John Ro
Robert Ferg

Clay Rule
of Said
thirty day
Appli cation
ad litem
Appointm

September 30

John Ro
ap
Robert Ferg

No 7164
Answer of Guardian Ad Litem

Defendan
deny all
and ask
proper

J.

No 7164
Entry

January

John Ro
ap
Robert Ferg

to the Cou
on the 1st
Ferguson
Ferguson
the Petition
was duly
and is the

The
Ferguson
Robert Fe
Robert R

The C
broken, a
of redem

It
within 5. a
this Court
and six a
to the Cou

No 7164
Appointment and acceptance of Guardian ad Litem

John Robinson Plaintiff
against
Robert Ferguson et al Defendants

Sept 30th 1896 The following Appointment and acceptance of Guardian ad Litem filed to-wit;

Union Common Pleas

It appearing to the Court that Zelora Rutan Delbert Rutan and Clay Rutan Minor Defendants have been duly Served with Summons, and that some of Said Minors have applied for the Appointment of a guardian ad Litem altho more than Thirty days have elapsed since the return of Said Summons Served upon them, On the application of the Plaintiff it is Ordered by the Court That T.T. Arthur be Appointed guardian ad litem for Said Minor Defendants and, thereupon, Said T.T. Arthur accepts Said Appointment

September 30th 1896. The following answer of guardian ad Litem for Infants Defendants filed to-wit

No 7164
answer of Guardian Ad Litem

John Robinson Plaintiff
against
Robert Ferguson et al Defendants

Union Common Pleas
Answer

Zelora Rutan, Delbert Rutan, and Clay Rutan minors Defendants by T.T. Arthur their Guardian ad Litem for answer to the Petition deny all the allegations therein contained, and Say that they are of tender years, and ask the Court to protect their rights, and to grant them Such relief as is proper

By T.T. Arthur Guardian ad Litem

J.B Cole Atty

January 4th 1897. The following Entry was filed with the Clerk of the Court to-wit.

No 7164
Entry

John Robinson Plaintiff
against
Robert Ferguson et al Defendants

Union Common Pleas
Entry

This day this Cause came on for hearing, and was Submitted to the Court on the pleadings, and Evidence, On Consideration whereof the Court find, on the issues joined, for the Plaintiff, and find from the evidence that Daniel Ferguson, Now deceased, but then in full life, and his wife, the Defendant Elizabeth Ferguson, Executed and delivered to the Plaintiff John Robinson, the Mortgage deed in the Petition described, and on the premises therein described; That Said Mortgage was duly recorded in Book 25. Page 456 of the Records of Mortgages of Union County, and is the first and best lien on the premises described in the Petition

The Court further find that Since the Execution of Said Mortgage Said Daniel Ferguson has deceased leaving as his only heirs and legal representatives the Defendants Robert Ferguson, Eugene Ferguson, Alonzo Ferguson, Laura Clark, Zelora Rutan Delbert Rutan and Clay Rutan

The Court further find that the condition of defeasance in Said Mortgage has been broken, and that the Said Plaintiff is thereby entitled to have the 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 Said Plaintiff The Sum of Two Hundred and Six and 20/100 Dollars, with interest from the 4th day of January A.D 1897, according to the terms of Said Mortgage deed, at 8 per cent, the Defendants Equity of redemption

be foreclosed, and the 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.

As to the Columbus Lumber and Manufacturing Company Defendants, the said Company being in default for answer, and demurrer, the Court find that the allegations of the Petition are confessed by said Company to be true

J. B. Cole Plaintiffs Attorney

January 11th 1897. The following Precipe was made upon the Clerks Precipe Book to-wit

No 7164
Precipe for Order of Sale

John Robinson Plaintiff
vs
Robert Ferguson et al Defendants

Court of Common Pleas Union County Ohio
Marysville January 11th 1897
To the Clerk

Issue Order of Sale in the above case returnable according to law

J. B. Cole Attorney for Plaintiff

January 11th 1897 The following Order of Sale was issued to the Sheriff of Union County Ohio to-

No 7164
Order of Sale

The State of Ohio
Union County ss

Order of Sale

To the Sheriff of said County Greeting,

Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in Said County of Union, on the 4th day of January 1897, John Robinson obtained a judgment and decree, against Robert Ferguson, et al, for the Sum of Two hundred and Six and 10/100 Dollars, and Twenty two and 76/100 Dollars, Costs of Suit,

And Whereas it was then and there, by Said Court ordered, adjudged, and decreed that the Said Robert Ferguson et al within 5 days from the 4th day of January A.D. 1897 pay unto the Said John Robinson the Said Sum of Two Hundred and Six and 70/100 Dollars with interest at 8. per Cent from the 4th day of January 1897, and Costs aforesaid and, on 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 5 days aforesaid have fully expired and the Said Sum of Two Hundred and Six and 70/100 Dollars, and Costs aforesaid have not been paid, or any part thereof as appears to us of record; We therefore command you, that you proceed, without to appraise, advertise, and Sell according to the Statute regulating Judgment and Execution at Law, the following lands and tenements, Situate in Union County Ohio To-wit.

Situate in the County of Union State of Ohio and Township of Darby To-wit Being a Strip of land on the North Side of Big Darby Creek being (4) four rods wide and thirty Six rods long; Bounded on the North by lands of B. L Robinson, on the East by lands of Wm Benson, on the South by Big Darby Creek, on the West by George Wilcox, and containing Two acres more or less

We thereupon 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.

No 7164
Sheriffs Return on Order of Sale

Sheriffs Fe
Service
Levy
Sum Appra
Surveying Ap
Writing Appr
Copy of Appr
Notice to Pa
Writing Not
Mileage
Poundage
Return
Total Sheriff
Appraisers
Endorsing R
P M; of S
days prev
I did on
to offer Sa
who bid
Sum bei
being the
Said lan

February 12

No 7164
Sheriffs Sale

John Ro
vs
Robert Fer

Common
House, in
10 o'clock P.
Situ
and descr
from (4)
Robinson
West by
January 18

Seal

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville, this 11th day of January A.D. 1897

J N Gorrell Clerk

February 13th 1897. The Sheriff made the following return on the above Order of Sale To-wit.

The State of Ohio
Union County } ss

Sheriffs Return

No 7164
Sheriffs Return on Order of Sale

Sheriffs Fees:		
Service		25
Levy		25
Sum Appraisers	1	20
Surveying Appr's		25
Mutiny Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Mutiny Notice		25
Mileage	1	44
Poundage	3	70
Return		25
Pd Sheriff	8	34
Appraisers Fees	3	00
Printers Fees	11	25

In obedience to the Command of the Order of Sale hereto annexed I did on the 12th day of January 1897 Summons Dyer Reed, J.P. Kutline and M. P Witzel. Three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described upon actual View. and afterward, on the 12th day of January A.D. 1897. 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 $300 00 Dollars. A certified copy of Said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of Said County And on the 13th day of January 1897 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 13th day of February A.D. 1897; 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 5 Consecutive weeks; and pursuance to Said Notice. I did on Said 13th day of February A.D. 1897; at the time and place above Mentioned, proceed to offer Said lands and tenements at public Sale, and then and there came Andrew L Kenner who bid for the Same the Sum of Two Hundred and Fifty one and 50/100 Dollars, and Said Sum being more than two-Third of the appraised Value thereof, and Said Andrew L Kenner being the highest and best bidder therefor. I then and there publicly Sold and Struck off Said lands and tenements to him for Said Sum of Two Hundred and Fifty one 50/100 Dollars

J. Ed Robinson Sheriff

February 12th 1897. The following Proof of Publication was filed with the Clerk of Courts To-wit

No 7164
Sheriff Sale

John Robinson
vs
Robert Baysinger et al

Sheriff Sale
J B Cole Attorney
On Order of Sale

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 for Sale at the north door of the court House, in Marysville, Ohio, on, Saturday February 13th 1897 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 Darby, county of Union, and State of Ohio, and bounded and described as follows; Being a Strip of land on the north Side of Big Darby creek, being four (4) rods wide and Thirty six rods long bounded on the North by lands of B.L. Robinson, on the east by lands of Wm Benson, on the South by Big Darby Creek, on the West by George L Wilcox, and containing two acres more or less

January 18 1897. 5 20

J. Ed Robinson Sheriff of Union County, Ohio

No 7164
Proof of
Publication

The State of Ohio Union County ss
The Undersigned being duly Sworn. Says that a copy of the annexed
Notice was published for 6 consecutive weeks in The Marysville Tribune. a newspaper
of general circulation in the County of Union. the first publication beginning with
January 18th 1897

W. B. Shearer

Sworn to and Subscribed before me this 12th day of Feb 1897
Printers Fees $1125

J N Gosnell Clerk

February 15th 1897: The following Motion to Confirm Sale was filed to-wit

No 7164
Motion to
Confirm
Sale

John Robinson
vs
Robert Ferguson et al

Motion to Confirm Sale

Now comes the Plaintiff and Moves the Court to Confirm the Sale
heretofore made in this cause. and make Distribution of the Proceeds Thereof

J. B Cole Attorney for Plaintiff

February 15th 1897: The following Entry was filed with the Clerk of the Court of Union Cnty Ohio

No 7164
Entry

John Robinson
vs
Robert Ferguson 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: and the
Court on careful Examination of the proceedings of Said Sheriff. being Satisfied
that the Same have been had in all respects in Conformity to law. and the
former 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 Andrew L. Fenner 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 Lienholders. 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 now coming to distribute the proceeds of Said Sale. amounting
to Two Hundred and Fifty one and 00/100 Dollars. It is ordered that the Sheriff out of the
Money in his hands pay: First the Costs of this action Taxed at $

Secondly. to the Plaintiff John Robinson the amount heretofore found due
him with interest To-wit the Sum of Two Hundred and Eight and 66/100 Dollars

Attest J. N. Gosnell Clerk

Pleas Com
Judicial Do
Judge of Sa
Lord One E
Be it
William fo
against F

No 7177
Petition

Thomas Ha

Defendant,
Union Cou
for Fourte
no agreed
$21.00) Do
from the 3

The State of

authorized
for the n
Statemen

Sworn to
12th day of

March 3rd

No 7177
Entry

A. J. Willi

Thomas. Ha

The Defen
Court. wit
that the
Haynes
interest
It is
account f
Dollars
herein fo
is awar

Att

Attest

Pleas Continued and held at the Court House, in Marysville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of January, to-wit on the 8th day of March in the year of our Lord One Thousand Eight Hundred and Ninty Seven;

Be it remembered that heretofore To-wit, on the 12th day of September A.D. 1896: A. J. Williams filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Thomas Haynes To-wit

A. J. Williams Plaintiff
vs
Thomas Haynes Defendant

The State of Ohio, Union County, ss
Court of Common Pleas
Petition

No 7177
Petition

That on the 14th day of May, 1896, he commenced work for the Defendant, at his request, as Clerk, and Manager of Defendants Store at Arnold Station, Union County, Ohio; and Continued in his Employ as Clerk and Manager of Said Store for Fourteen days, to-wit; Until the 3rd day of June 1896, for which Services, there was no agreed price Stated: Said Services were reasonably worth $1.50 per day, aggregating $21.00 Twenty one Dollars, no part of which has been paid, and for which with interest from the 3rd day of June 1896, Plaintiff prays Judgment against Defendant

R. McCrory Attorney for Plaintiff

The State of Ohio Union County ss

R. McCrory, being duly Sworn, Says that he is the duly authorized Attorney of the Said Plaintiff in Said action, and that he Makes this affidavit for the reason that Said Plaintiff is absent from the County of Union, and that the Statements contained in the foregoing Petition are true as he verily believes:

R. McCrory

Sworn to by Said R. McCrory, before me, and by him Subscribed in my presence, this 12th day of September A.D. 1896:

J. M. Gosnell Clerk of Courts

March 3rd 1897: The following Entry was filed with the Clerk of the Courts to-wit;

A. J. Williams Plaintiff
vs
Thomas. Haynes. Defendant

State of Ohio, Union County Ohio
Common Pleas Court No 7177
Entry

No 7177
Entry

This Cause Coming on for trial, upon the Petition and evidence. The Defendant being in default for answer and demurrer, was Submitted to the Court without the intervention of a Jury:- On Consideration whereof, the Court finds that the allegations of the Petition are true, and that he, the Said defendant Thomas Haynes is indebted to the Plaintiff in the Sum of Twenty one and 75/100 Dollars with interest from the first day of this Term of Court.

It is therefore considered by the Court, that the Said Plaintiff A. J. Williams recover from the Defendant, Thomas Haynes, the Said Sum of Twenty One and 75/100. Dollars with interest thereon from the 4th day of January 1897: and his costs herein Taxed to $ and his costs made before the J. P. Taxed at $28.80. and Execution is awarded therefor

Approved Dow Judge

Attest J. M. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of said Court, of the Term of January, to-wit on the 25th day of February in the year of our Lord One Thousand Eight Hundred and Ninety Seven;

Be it remembered that heretofore To wit, on the 12th day of December A.D 1896 Daniel S Phelps filed in the Clerks office of the said Court of Common Pleas, the following Petition against The Toledo & Ohio Central Rail Road Co: To-wit:

No 7258 Petition.

Daniel S. Phelps Plaintiff
against
The Toledo and Ohio Central Railroad company Defendants

The Court of Common Pleas
of Union County Ohio
Petition

Plaintiff Says that the Defendant the Toledo and Ohio Central Railroad Company is a duly incorporated company under the laws of Ohio, and that they own and operate their said Railroad in and through the County of Union in the State of Ohio; That they run regular Passenger Trains for carrying passengers for hire, and Freight Trains for carrying freight. Plaintiff Says for his cause of action, that he purchased a Ticket of the ticket agent of said Defendants at Raymond's Union County Ohio on the first day of September 1896, for a round trip to Columbus Ohio and return, That the ticket agent of said Defendants informed Plaintiff that the Ticket so purchased by Plaintiff would be good for a return trip on their train on September the 2nd, Plaintiff Says that on the Second day of September, he took a Seat in one of Defendants passenger Cars, at Columbus Ohio to return to Raymond's Ohio, That said Car was one of Defendants Cars, Composing one of their regular Passenger Trains, on their aforesaid Road, Plaintiff Says that after the said Passenger Train of Defendants had left their regular Station, on West Broad Street at Columbus Ohio, and proceeded two or more miles, The Conductor in charge of Defendants Train aforesaid came to Plaintiff, and Plaintiff presented his Ticket, purchased as aforesaid, in payment for his passage on Defendants Train from Columbus Ohio to Raymonds Ohio, and the Defendants Conductor refused to accept said Ticket in payment for said fare, and did Command Plaintiff to leave said Train, That said Conductor Stoped said Train, and by his Command, Compelled Plaintiff to get off said train. Plaintiff Says for his Cause of action, that by the acts, and word of Defendants in Compelling him to leave said Train which was running on Defendants Railroad, he is damaged in the Sum of $500.00 Five Hundred Dollars, for which he prays Judgment against said Toledo and Ohio Central Railroad Company with Costs of this action,

Thomas Reed Attorney for Plaintiff.

Daniel S Phelps being first duly Sworn says the allegations in the foregoing Petition are true as he verily believes

D. S. Phelps.

Subscribed and Sworn to in my presence this 12th day of Dec 1896

J N Garner Clerk
By Jno A Garner Deputy

No 7258 Precipe

Clerk of the Court of Common Pleas issue Summons against the Toledo and Ohio Central Railroad Company in above case

Thomas Reed Attorney for Plaintiff

No 7258 Summons

December

The State of
Union Co

Railroad
Pleas of
or the Pet

You

December

The State
Union Co

No 7258 Sheriffs Return on Summons

Sheriffs: Fe
Service & Re
Mileage
Copy
Total

Company

February:

Daniel S

The Toledo
Railroad Co

No 7258 Answer

where on
Company,
It ad
rows, and
Ohio; and
freight C
Defen
a first Co
Ohio, for
attached
But
the going
issued C
duration,
day of S
dollar an

December 12th 1896: Summons Issued to the Sheriff of Union County Ohio To-wit

(Summons)

The State of Ohio
Union County

To the Sheriff of Said County

No 7258
Summons

You are hereby Commanded to notify The Toledo and Ohio Central Railroad Co; That they have been Sued by Daniel S Phelps in the Court of Common Pleas of Union County, and Must Answer by the 9th day of January A.D. 1897, or the Petition of the Said Plaintiff will be taken as true and Judgment rendered accordingly.

You will Make due return of this Summons on the 21st day of December A.D. 1896

Witness my hand and the Seal of Said Court this 12th day of December A.D. 1896

J.N. Gamell Clerk
By Jno D Gamell Deputy

December 17th 1896: The following return was made on Summons by the Sheriff of Union County Ohio to-wit

The State of Ohio
Union County

Sheriffs Return

No 7258
Sheriffs Return on Summons

Sheriffs Fees		
Service & Return		50
Mileage		32
Copy		20
Total	1	02

Received this Writ December 12th A.D. 1896: at 3. O'clock P.M: and Served Same by delivering a certified copy of this writ with the Endorsements thereon to Gambal Shields: Ticket Agent of the within named Defendants Rail Road Company, who has Charge of the Ticket Office Situated in Said County, the Resident of Said Company having no residence or place of busines in Said County, The principal business Office of Said Company Not being kept in Said County; Personal Service on the 14th day of December 1896:

Wm G. Snodgrass Sheriff:

February 18th 1897: The following Answer was filed with the Clerk of the Court of Union County Ohio to-wit

Daniel S Phelps Plaintiff
vs
The Toledo and Ohio Central Railroad Company, Defendants

Court of Common Pleas - Union County Ohio:

No 7258
Answer

Answer

Now comes the Toledo and Ohio Central Railway Company, whose name is incorrectly Stated herein, as, The Toledo and Ohio Central Railroad Company, and for answer to the Plaintiffs Petition Says:

It admits that it is a duly incorporated Company under the laws of Ohio, and that it owns, and operates a railroad in and through the County of Union in the State of Ohio; and that it runs regular passenger Trains for carrying passengers, and regular freight Trains for carrying freight.

Defendant admits that on the first day of September 1896: Plaintiff purchased a first class Ticket of the Agent of Said defendants at Raymonds, in Union County, Ohio, for a round trip to Columbus, Ohio, and return, a copy of which is hereto attached and made part hereto.

But defendant avers, that Said Ticket by its express terms was limited for the going and return trip to Said first day of September 1896: and that the Same was issued to plaintiff as an excursion ticket, and at greatly reduced rates, in consideration that the Same was to be used both going and returning on Said first day of September, That the regular fare from Raymonds to Columbus is One dollar and ten cents. That the Ticket as aforesaid, Sold to Plaintiff for the round trip

from Raymonds to Columbus and return, limited to said one day, was sold to plaintiff for the Sum of One dollar Only.

Defendant admits that Plaintiff presented said ticket to the Conductor of the defendant on the Second day of September, and because the limit in said ticket had expired, and under the rules of said Company governing Conductors, and well known to Plaintiff the Conductor declined, and refused to accept said ticket for Plaintiff passage from Columbus to Raymonds, Solely by reason of the fact that said ticket on its face indicated that the limit therein Stated had expired.

Defendant avers that said plaintiff refusing to pay his fare, was requested to, and leave said car. Defendant denies each and every other allegation in said petition contained: Wherefor the defendant having fully answered prays to be dismissed hereform with its costs.

Doyle & Lewis Attys for Defendants

State of Ohio
Lucas County

Charles S. Lewis being duly Sworn says; that he is one of the attorneys of the above Named defendant, a corporation, and that the facts Stated and allegations in the foregoing answer, are true as he believes.

Chas. S. Lewis.

Sworn to before me and Subscribed in my presence This 11th day of February A.D. 1897.

H. A. Cooper Notary Public, Lucas County, Ohio

No 7258 Verdict

February 25th 1897: The following Motion for Continuance was filed with the Clerk of the Court

No 7258 Motion for Continuance

Daniel S. Phelps
vs
The Toledo & Ohio Central Railway Company

Court of Common Pleas of Union County Ohio

Motion

Now Comes the Plaintiff and moves this Court for a Continuance of this Case, and for ground of Said Motion Says that C. Clifton Andrews, a Material Witness in Said Case, without whose Testimony he cannot Safely go to Trial, Said Witness is detained at home by reason of extreme Sickness of members of his family

Thomas Read Attorney for Plaintiff

February 25th 1897: The following Entry was filed with the Clerk To-wit

No 7258 Entry

Daniel S Phelps
vs
The Toledo and Ohio Central Railway Company

Entry

This day this Case came on, on the motion of Plaintiff for a Continuance, on grounds Set forth in the Motion, Motion Submitted, the Court overrules the Motion

No 7258 Entry

February 25th 1897: The following Entry was filed with the Clerk To-wit

Daniel S Phelps
vs
The Toledo & Ohio Central RR Co

Entry

On Motion Anna McCleery was appointed & Sworn to take the Testimony in this Case according to Law as Short Hand reporter to be paid according to Law

February

Daniel
vs
The Toledo
Central Ra

No 7258 Entry

Monad
J. L. Rich
Rausch
according
Charge of th
deliberatio
and Say;
in favor

February

No 7258 Verdict

The State
Union Co

February

Daniel S

The Toledo
Railway Co

The 12

February 2

Daniel S.

No 7258 Motion for New Trial

The Toledo
Railway Co

The Verdi
for. Said
1st "
the Jury
2nd "
3rd "
the Ticke
1000 Co

February 25th 1897: The following Entry was filed with the Clerk Towit

Daniel S. Phelps
vs
The Toledo and Ohio Central Rail Road Company

Court of Common Pleas
Union County Ohio.

No 7254
Entry

Entry

This day came the parties by their attorneys, also came the following named persons as Jurors - To-wit; E. J Dodge, J W Scott, H. E Spain, Sean Shaw J L Richey, J B Galloway, M. H Johnson J L Keckley, Fredrick Kile, Emanuel Rausch, Chester Seyman and J. G Tinnes, who were duly impannelled and Sworn according to law, and after hearing the evidence the arguments of Counsel, and the Charge of the court, the said Jury retired to their room in Charge of the Sheriff for deliberation. And Now come the said Jury into open court with Verdict in writing and Say: We the Jury being duly impanelled and Sworn, find the issues in this Case in favor of the Defendant

J L. Richey, Foreman.

February 25th 1897: The following Verdict was filed with the Clerk to-wit:

No 7258
Verdict

The State of Ohio
Union County

Court of Common Pleas
of Said County

Daniel S Phelps Plaintiff
vs
The Toledo and Ohio Central Railway Company Defendants

January Term 1897
Civil action
Verdict for Defendant

We the Jury, being duly impanelled and Sworn find the issues in this case in favor of the Defendant

J L. Richey Foreman

February 26th 1897: The following Motion for new trial was filed with the Clerk To-wit

No 7258
Motion for New Trial

Daniel S. Phelps Plaintiff
against
The Toledo and Ohio Central Railway Company Defendants.

Motion

Now comes the Plaintiff and Moves the court to set aside the verdict found by the Jury in the above case on Feb 26th 1897; and for grounds for said Motion

1st; First the Court Erred in withdrawing the evidence of Clifton Andrews from the Jury, which was the withdrawing of all of Plaintiffs Evidence from the Jury

2nd; Second; The Court Erred in its instructions to the Jury.

3rd; Third; The Court Erred in holding its instructions to the Jury, that the Ticket purchased of defendants Agent at Raymonds Ohio on August 31st 1894 was Conclusive and bound the Plaintiff

Thomas Reed
Attorney for Plaintiff

March 5th 1897: The following Entry was filed with the Clerk of the Court

No 7228
Entry

Daniel S. Phelps
vs
The Toledo & Ohio Central
Railway Company

No 7228
Entry

This day Came on this Cause to be further heard on the Plaintiffs Motion for new trial; Whereupon the Court being fully advised in the premises, do overrule. Said Motion to which Plaintiff excepts.

It is therfore Considered, ordered and adjudged by the Court that Defendant go hence and recover of Plaintiff its Cost herein Expended Taxed to $ To all of which the Plaintiff excepted

Robinson & Woodburn Attorney for Defendant

Entr Doc Judge
Attest J N Gasmill

No 6997
Petition

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A Price Judge of Said Court of the Term of September, to wit: on the 8th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six

Note

Be it remembered that heretofore To-wit, on the 18th day of March A.D. 1895 Isabella Brown filed in the Clerks office of the Said Court of Common pleas, the following Petition against Cassius L Eakins et al- To wit

Isabella Brown Plaintiff
vs
Cassius L Eakins, B.C. Bales
E.E. Cole & Fredrick Kunze
Defendants

Court of Common Pleas
Action for Personal Judgment
and Foreclosure of Mortgage

First Cause of Action:

The Plaintiff, Isabella Brown for a cause of action says, that on the 9th day of June 1894 the Said defendant made and delivered to the Plaintiff his promissory note of that date, a Copy of which with all the indorsements thereon is as follows

$600: Marysville O June 9th 1894

Note

Five years after date I promise to pay to the Order of Isabelle Brown Six hundred Dollars, at the Peoples Bank Marysville Ohio. Value received without any relief whatever from Valuation and appraisement Laws. With interest at the rate of Eight per cent per annum after maturity, payable Semi: annually The drawers, and Endorsers severally waive presentment for payment protest and notice of protest, and non-payment of this note. It is expressly agreed that if default be made in the payment of any one of the coupons 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 and Security for this

Note, or any portion thereof, Shall be Sold for any Tax or assessment whatever, then and in that event this Note and all accruing interest thereon, Shall immediatly become due, and may be collected.

Cassius L Eakins

P. O. Maysville Ohio

The Plaintiff Says She is Still the owner and holder of the Said Note, that there are no indorsments thereon; that the Semi-annual instalment of interest amounting to $21 "Which fell due on June 9th 1895: and represented by an interest Coupon as Set forth below in the Second Cause of action, Was unpaid, and that by reason of the Stipulations contained in the Note Set forth above, the Said Isabella Brown has Elected to consider the Said Note due and payable, and does declare Same due there is due to the Plaintiff the Sum of Six Hundred Dollars with interest thereon at the rate of Seven per Cent per annum from the 9th day of June 1895

Second Cause of Action

The Plaintiff Says for a further Cause of action, that on the 9th day of June 1894 the Defendant Executed and delivered to her his promissory note of that date a copy of which is as follows

$21 00/100 Maysville O June 9th 1894

Note

June 9th 1895 after date I promise to pay to the order of Isabella Brown, Twenty one Dollars at the Peoples Bank Maysville Ohio, with interest at the rate of Eight per cent per annum after Maturity, payable Semi annually, being the 2nd Semi annual interest on the Note hereto attached, of even date herewith, and Subject to all the conditions of Sade Note

Cassius L Eakins

Plaintiff Says She is the holder of the Said Note; that there are no indorsments upon the Same; That there is due to her from the Said defendant the Said Sum of Twenty one Dollars with interest thereon at the rate of 8 per cent per annum from the 9th day of June 1895;

Third Cause of Action

The Plaintiff Says, for her third Cause of action, that on the 9th day of June 1894, to Secure the payment of the Said Note, and the interest Coupons attached thereto, as Set forth above, The Defendant Executed and delivered to her, his Certain Mortgage deed, and thereby Conveyed to the Plaintiff, her heirs and assignes, the following described lands and tenements, described as follows To-Wit

Situated in the County of Union, State of Ohio, Allen Township, and part of Virginia Military Survey No 3152, and bounded and described as follows

Beginning at a Stake and Elm N.E. corner to Said Survey No 3152; Thence with the Northerly line of Said Survey, S. 51° 32' W. 74 47/100 poles to a Stake and Stone, N. E. corner to J. B. Commans land; Thence, With a line of Said land S. 35° 54' E. 50/100 poles to a Stake, corner to 10 acres assigned in Partition proceedings to Wm. S. Eakins; Thence N. 51°. 32'. E. 74 47/100 poles to a Stake, another corner to Said 10 acres, and in the Easterly line of Said Survey No. 8152; Thence with Said Line, N. 35° 54' W. 84 50/100 poles to the beginning Containing forty (40) acres more or less.

The Said Mortgage deed Contained a condition, in Substance: That if the Said defendant Should pay, or cause to be paid the Said promissory Note to the Plaintiff her heirs or assigns according to the tenor, and terms of the Said note together with the interest thereon as represented by the interest Coupons attached to the Said note, then the Said Mortgage deed Should become Void, otherwise to be and to remain in full force and Virtue

I The Plaintiff says that by reason of the non payment of the interest on the said note as set forth above, the said note became due and payable with the accrued interest thereon, and that by reason of the non-payment of the said promissory note, and the interest due thereon, the said Mortgage deed has become absolute.

On the 18th day of June 1894, at 10 o'clock A.M. the said Mortgage deed was delivered to the Recorder of the said Union County, for Record, and was by him duly recorded on the 25th day of June 1894, in Volume 35 pages 80, and 81, of the record of Mortgages of the said County, B. C. Bales, E. E. Cole, and Fredrick Kruze, claim some interest in said premises and are made defendants, but their claim if any are subordinate to plaintiffs claim.

Wherefor the Plaintiff prays that the Court may determine the amount due to her upon the said promissory Note, and render judgment therefor, that the said Mortgage deed may be foreclosed, the said premises ordered to be sold, and the proceeds applied in payment of the said debt, and for all necessary Equitable relief

J. E Griffith and John Humphris Attorneys for Plaintiff

State of Ohio
Hamilton County

John E. Humphris being duly Sworn, Says he is one of the duly authorized Attorneys for the Plaintiff, that the above cause of action is founded upon a Writen instrument for the payment of Money which is in his possession and that the facts set forth above are true as he verily believes

John E Humphris

Sworn to before me and Subscribed in my presence this 16th day of November 1895

(Seal) Willis B Durell Notary Public in and for Hamilton County Ohio

No 6997 Precipe

To the Clerk

Issue Summons to the within named defendant Carrie L Eakins returnable according to law indorse action for money, personal judgment and foreclosure of Mortgage, amount claimed $621. with interest from June 9th 1895.

J.E Griffith and John E. Humphris attys for Plaintiff

November 19th 1895. The following Summons was issued to the Sheriff of Union Co O

The State of Ohio
Union County

Summons
To the Sheriff of Union County

No 6997 Precipe

You are hereby Commanded to notify Carrie L Eakins that he has been Sued by Isabella Beeson in the Court of Common Pleas of Union County, and Must answer by the 21st day of December A.D 1895 or the said Plaintiff will be taken as true, and Judgment rendered accordingly.

You will make due return of this Summons on the 2nd day of December A.D. 1895.

(Seal)

Witness My hand and the Seal of said Court this 19th day of November A.D 1895

J. N. Gamell Clerk

No 6967 Sheriff Return

November

The State
Union Co

Sheriff's Fees & Ex
Service & Ret
Mileage
Copy
Total

September

Isabella a

No 6967 Entry

Carrie L &

Plaintiff
duly Ser
have due
their appe
summons
and that
Note Set
this term
The
Carrie L
Mortgage
Mortgage
County,
that the
It
Defendan
And it
shall re
Clerk of
due as
the defen
that an
Appraise
to this
case is

No 6967 Precipe for Order of Sale

December

Isabella B
V
Carrie L

on the said
ecreal interest
and the interest

was delivered
ly recorded on
ages of the
rust in said
ate to plaintiffs claim
due to her
said Mortgage
eeds applied

er Plaintiff

the duly
formed
possession

Humphris
ember 1895

e. in and for

kins
and
, 1895.
ntiff

min Co O

Eakins
on Pleas
A.D 1895
accordingly
of Decembe

al of said Court
1895

lerk

No 6967
Sheriff
Return

November 23rd 1895. Summons returned by Sheriff Endorsed as follows To-wit

The State of Ohio
Union County

Sheriffs Return

Received this Writ November 20th A.D. 1895. at 9 o'clock A.M. and Served Same by leaving a true copy of this writ with the indorsments thereon at the usual place of residence of Cassius C. Eakins on the 23rd day of November 1895.

Wm. G. Snodgrass Sheriff

Sheriff's Fees:		
Service & Return		
Mileage		
Copy		
Total		

No 6967
Entry

September 8th 1896. The following Entry was filed with the Clerk of the Court To-wit

Isabella Brown Plaintiff
VS
Cassius C Eakins Defendant

In the Court of Common Pleas Union County Ohio
Entry

This Cause now coming on for hearing on the Petition of the Plaintiff and the Evidence, The Court find that the defendant Cassius C. Eakins has been duly Served with Summons in this Case. that the defendants B. C. Bales and E. E. Cole have duly waived the issuing and Service of Summons. and have Voluntarily Entered their appearance herein, and that all of Said defendants are in default for answer or demmur. 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 Cassius C Eakins on the promissory Note Set forth in the Petition. and the interest Coupon Note with interest to the first day of this term, the Sum of Six hundred and Thirty one & 70/100 Dollars

The Court further find that in order to Secure the payment of Said Note, the defendant Cassius C. Eakins, an Unmarried Man, Executed and delivered to Plaintiff his certain Mortgage, as in the Petition described, and on the premises therein described; that Said Mortgage was duly recorded in book 35, pages 80 & 81, of the records of Mortgages of Union County, Ohio, and is a good and valid lein on the premises described in the Petition. that the conditions in Said Mortgage have been broken

It is therefore considered by the Court that the Plaintiff recover from the Defendant Cassius C. Eakins, the Said Sum of $631 2/100 and her costs herein Expended And it is further adjudged, and decreed that Unless Said Cassius C Eakins Shall within five 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 first day of this term, at Eight per cent— 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 Ohio, directing him, to appraise, advertise, and Sell Said premises, as on Execution, and report his proceedings to this Court for further Orders, and as to the claims of other Defendants this Case is Continued.

No 6967
Precipe for
Order of Sale

December 1st 1896. The following Precipe was filed on the Clerks Precipe Book To-wit

Isabella Brown Plaintiff
VS
Cassius C Eakins Defts

Court of Common Pleas Union County Ohio

Marysville Dec 1st 1896 To the Clerk of Said Court
Issue order of Sale in the above case to the Sheriff of Union County Ohio Returnable according to law. J. E. Griffith Atty for Plaintiff

December 1st 1896: The following Order of Sale was issued by the Clerk to-wit

No 6997 Order of Sale

The State of Ohio
Union County } ss

Order of Sale

To the Sheriff of Said County- Greeting

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in Said County of Union on the 8th day of September 1896; Isabella Benson obtained a judgment and decree against Cassius S Eakins et al. for the Sum of Six Hundred and Thirty one and 40/100 Dollars, and Eight and 57/100 Dollars Costs of Suit.

And Whereas, it was then, and there, by Said Court ordered, adjudged and decreed that the Said Cassius S. Eakins within five days from the 8th day of September A.D. 1896, pay unto the Said Isabella Benson the Said Sum of Six Hundred and Thirty one and 40/100 Dollars with interest from the 8th day of September 1896; and Costs aforesaid; and on 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 five days have fully expired, and the Said Sum of Six Hundred and Thirty One, and 40/100 Dollars, and Costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We Therefore Command you that you proceed without delay to appraise Advertise, and Sell according to the Statute regulating Judgments and Executions at law the following lands and Tenements Situate in Union County Ohio. To-wit

And in Allen Township, and part of Virginia Military Survey No. 3152, and bounded, and described as follows; Beginning at a Stake and Elm, N. E. Corner to Said Survey No. 3152; Thence with the Northerly line of Said Survey, S. 51. Deg. 32 Min W. 74, 67/100 poles to a Stake, and Stone, N. E. Corner to O. B. Converses Land; Thence with a line of Said land. S. 35. Deg. 54 Min E. 85, 50/100. poles to a Stake. Corner to 10 acres. assigned in Partition proceedings. to Wm. S. Eakins; Thence N. 51 deg 32 Min E. 74, 67/100 poles to a Stake, another corner to Said 10. acres, and in the Easterly line of Said Survey. No 3152. Thence with Said line N. 35 deg. 54 Min 87, 50/100 poles to the beginning, containing Forty (40) 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 this 1st day of December A.D. 1896

J. N. Gosnell Clerk

January 2nd 1897: The following return on Order of Sale was made by the Sheriff, To-wit

No 6997 Sheriff Return on order of Sale

The State of Ohio
Union County } ss

Sheriffs return

In obedience to the command of the Order of Sale hereto annexed; I did, on the 2nd day of December 1896; Summons Jno. B. Paliny

Sheriffs F
Service
Levy
Sum. Appr
Swearing A
Conveying
Writing Ap
Copy of Appr
Notice to
Affidavit
Mileage
Return
Total Sheriff
Appraisers
Clerks fe
More than
to Said M

No 6974 Proff of Publication

Pleas of
Ohio, on
the follo
Situ
Virginia
Stake an
Said Su
Conver
Corner to
32' E. 74
Said Su
Contain
Appraise
Costs
Sheriff
Print

Sheriffs Fees		
Service		25
Levy		25
Sum. Appraisors	1	20
Swearing Appraisors		25
Conveying Appraisors	1	00
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Affidavit to Printer		25
Mileage	1	20
Return		25
Total Sheriff	5	40
Appraisers fees	3	00
Printers fees	14	50

J.W. Barker and M. Hopkins. three disinterested freeholders, residents of Said County, who were by me duly Sworn, to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 2nd day of December A.D. 1896 Said Appraisors 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 $1120 00 Dollars; A certified copy of Said appraisal, I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County, And on the 2nd day of December 1896; I caused to be advertized 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 2nd day of January A.D. 1897; at. one O'Clock P.M. of Said Day. And having advertized 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, This writ returned without Sale by order of Plaintiffs Attorney

Wm G. Snodgrass Sheriff.

January 4th 1897; The following Sheriff Sale and Proof of Publication was filed with the Clerk

No 6974
Proff of Publication

Isabella Brown
vs
Lavina L. Eakins et al

Sheriffs Sale
J.E. Griffith Attorney
on Order of Sale
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 for Sale at the North door of the Court House in Marysville Ohio, on Saturday January 2nd 1897; 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 part of Virginia Military Survey No 3152; and bounded and described as follows; Beginning at a Stake and Elm Northeast corner to Said Survey No 3152; Thence with the Northerly line of Said Survey South 51° 32' W. 74 67/100 poles to a Stake and Stone Northeast Corner to O. B. Converses land; Thence with a line of Said land South 35° 54' E. 85 50/100 poles to a Stake Corner to 10. acres assigned in Partition proceedings to 10th S. Eakins; Thence North 51° 32' E. 74 67/100 poles to a Stake, another corner to Said 10 acres, and in the Easterly line of Said Survey. No 3152; Thence with Said line North 35° 34' W. 84 50/100 poles to the beginning. Containing forty (40) acres More or less.

Appraised at $28 00 per acre
Terms of Sale Cash
December 2nd 1896; 5.117

Wm G Snodgrass Sheriff
Union County Ohio

The State of Ohio
Union County ss

The Undersigned being duly Sworn Says that a copy of the annexed Notice was published for five Consecutive weeks in the Marysville Tribune, a Newspaper of general Circulation in the County of Union, the first publication beginning with December 2nd 1896

W.O. Shearer

Sworn to and Subscribed before me this 4th day of January 1897

J.N. Garner Clerk of Courts

Printers fees $14 50

No 6997
Entry

Entry

Isabella Beeson Plaintiff
vs
Corrins L. Eakin et al Defendants

Now comes the defendants, Cole & Bales and by leave of Court file their answers and cross petition herein

J K K

January 5th 1897: The following Answer and Cross Petition of Cole & Bales filed to-wit

No 6997
Answer and Cross Petition

Isabella Beeson Plaintiff
vs
Corrins L. Eakin et. al. E. E. Cole & B. C. Bales et. al. Defendants

Court of Common Pleas Union County Ohio.
Answer and Cross Petition of
E. E. Cole and B. C. Bales:

The Defendants E. E. Cole and B. C. Bales Says, (1) on the 18th of June 1894, the defendant, Corrins L Eakin made and delivered to the Defendants E. E. Cole and B. C. Bales his promissory note of that date of which the following is a copy

$50.00 Marysville Ohio June 18th 1894.

Six Months after date I promis to pay to the order of B. C. Bales Fifty Dollars Value received with interest at 8% per annum
No ----- due -----

Corrins L Eakin

Secured by Mortgage on real Estate

There are no credits nor indorsments thereon, and these defendants Say there is due them from said Corrins L. Eakin the Sum of Fifty Dollars with interest at 8% per annum from June 18th 1894.

(2) For a second cause of action these defendants Say that on the 18th day of June 1894; the said Corrins L. Eakin, then an Unmarried man, to Secure the payment of Said promissory note Set forth in the first cause of action herein, executed and delivered to these answering Defendants his certain Mortgage deed, and thereby Conveyed to these Defendants, their heirs and assignes, the lands and tenements described in the Petition

The Said Mortgage deed Contained a condition, in Substance, that if the Said defendant Should pay, or cause to be paid the Said promissory Note to these answering defendants, their heirs and assignes, when the Same became due, with interest at 8% per annum, then Said Mortgage Should become Void, otherwise to be and remain in full force and Virtue.

These answering Defendants Say that by reason of the Non-payment of Said promissory Note, and the interest due thereon, the Said Mortgage has become absolute.

Said Mortgage was filed with the Recorder of Union County Ohio, for record on the 18th day of June 1894; at 10 ½ o'clock, A M. and duly recorded in Vol. 35 Pages 68, and 69 Mortgage Records.

Wherefore, the Said E. E. Cole and B. C Bales the answering Defendants, ask that the Court may determine the amount due them upon the Said promissory Note and render Judgment therefor; That Said Mortgage deed may be foreclosed; Said premises ordered Sold; the priority of Said Mortgage determined; the proceeds applied to the payment of Said debt; and for Such other and further relief as they may be entitled to in law and Equity.

J. K. Kinkade and Cole & Bales
Attorneys for E. E. Cole and B. C Bales
Defendants

No 6997
Receipt for
Alias order
of Sale

No 6997
Alias
Order of
Sale

State of Ohio
Franklin Co

one of the
Contained

Sworn

January

Isabella B
v
Corrins L Ea

above case

January 2

The State o
Union Co

within and
a Judgmen
and Thirty
then and the
within fix
the Sum of
the 8th day
Order of Sale
to the Stat
in the Plea

And

Six Hund
any part
the Court. A
1896; and
and offer

Situat
of Virgin

Beginn
the Norther
corner to
85 50/100 pole
S. Eakin.
and in
84 50/100 pole

And

Jan. that

State of Ohio
Franklin County ss

Edward E. Cole, being first duly Sworn according to Law says he is one of the answering Defendants above named, and that the facts Stated and allegations Contained in his foregoing Cross-Petition, are true as he verily believes.

Edward E. Cole

Sworn to and Subscribed before me this 28th day of December 1896
(Seal) M. S. Shrainker Notary Public Franklin County Ohio

No 6997 Receipt for Alias order of Sale

January 25th 1897: The following Precipe for Alias Order of Sale was filed with the Clerk on precipe Book

Isabella Brown Plaintiff
vs
Cassius & Eakin Defendant

Court of Common Pleas Union County Ohio
Marysville January 25th 1897;
To the Clerk of Said Court,

Issue Alias order of Sale in the above case to the Sheriff of Union County Ohio returnable according to Law
J. E. Griffith Attorney for Plaintiff

January 25th 1897: The following Alias Order of Sale was issued by the Clerk To-wit

The State of Ohio
Union County ss

Alias Order of Sale

To the Sheriff of Said County Greeting

No 6997 Alias Order of Sale

Whereas, at a term of Court of Common Pleas holden at the Court House within and for Said County, upon the 8th day of September 1896; Isabella Brown obtained a judgment or decree against Cassius C. Eakins et al. for the Sum of Six Hundred and Thirty one and 20/100 Dollars, and Costs Seven and 70/100 Dollars Costs of Suit; And Whereas it was then and there by Said Court ordered, adjudged, and decreed that the Said Cassius C Eakin within five days from the 8th day of September A.D. 1896; pay unto the Said Isabella Brown the Sum of Six Hundred and Thirty One and 20/100 Dollars with interest at 8% per cent from the 8th day of September 1896; 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 after the five days aforesaid have fully Expired, and the Said Sum of Six Hundred and Thirty one and 20/100 Dollars, and Costs aforesaid had not been paid, or any part thereof, as appeared to us of record, then in accordance with Said order of the Court an order of Sale issued out of this Court on the first day of December A.D. 1896; under which the following Lands and Tenements were appraised, advertised and offered for Sale, To-wit:

Situate in Union County State of Ohio, and in Allen Township; and part of Virginia Military Survey No 3152; and bounded and described as follows:

Beginning at a Stake and Elm N.E. corner to Said Survey No 3152; Thence with the Northerly line of Said Survey, S 51° 32' W. 74 67/100 poles to a Stake and Stone N.E. corner to O.B. Converses land; Thence with a line of Said land, S. 35° 54' E 85 50/100 poles to a Stake, corner to 10 acres assigned in Partition proceedings to Wm H. S. Eakin; Thence N. 51° 32' E. 74 67/100 poles to a Stake another corner to Said 10 acres and in the Easterly line of Said Survey No 3152; Thence with Said line N. 35° 54' W 84 50/100 poles to the beginning Containing Forty (40) acres more or less.

And Whereas, no Sale was had under Said Order; We therefore Command You, that you proceed without delay to advertise and Sell according to the Statute

regulating Sales on Judgments and Executions at law, the Said premises above described Under the Appraisement had Under the Said former order of Sale to-wit $1120.00 Eleven Hundred and Twenty Dollars, and the Moneys 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, and Make return of this Order within Sixty days from the date Thereof

Witness My Hand and Seal of Said Court this 25th day of January A.D. 1897.

(Seal)

J.R. Gamble Clerk

February 27th 1897: The following return was made on Alias Order of Sale by the Sheriff To-wit

No 6997 Sheriffs Return on Alias Order of Sale

The State of Ohio, Union County ss

Sheriffs Return

Sheriffs. Fees:		
Notice to Printer		25
Affidavit to Printer		25
Writing Notice		25
Poundage	11	22
Return		25
Total Sheriffs	12	22
Printer Fees	14	50

In obedience to the Command of the Order of Sale hereto annexed, I did on the 27th day of January 1897 cause to be advertised in the Marysville Tribune a newspaper printed and published and of general Circulation in Said 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 February A.D. 1897: at one o'clock P.M. of Said day. And having advertized 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 February A.D. 1897: 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 Fred Stoll who bid for the Same the Sum of Seven Hundred and Forty Eight Dollars and Said Sum being More than two thirds of the appraised Value thereof, and Said Fred Stoll 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 and Forty Eight Dollars;

J. Ed Robinson Sheriff:

March 1st 1897: The following Sheriff Sale and Proof of Publication was filed To-wit.

No 6997 Proof of Publication

Isabella Benon
vs
Lannis L. Eakin et al

Sheriffs Sale
J.E. Griffith Attorney
on Order of Sale

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 for Sale at the North door of the Court House in Marysville Ohio on Saturday February 27th 1897 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 part of Virginia Military Survey No 3152: and bounded and described as follows; beginning at a Stake and Elm North east corner to Said Survey No 3152 Thence with the Northerly line of Said Survey South 51° 32' W. 74 67/100 poles to a Stake and Stone Northeast Corner to O.B. Converses Land; Thence with a line of Said land South 35° 54' E 85 50/100 poles to a Stake Corner to 10 acres assigned in Partition proceedings to Wm S Eakin; Thence North 51° 32' E. 74 67/100 poles to a Stake another Corner to Said 10 acres and in the easterly line of Said Survey

No 6997 Entry

No 3152; The
forty (40)
Appeared
Terms of

The State of

annexed W
a newspape
with Jam
Sworn
Printers fee

March 1st

Isabella, 18
V
Lannis & Eak

of the Sheri
Examinatio
had in all
the Said p
And it
according
rights of th
the protect
possession
It is
on to be
And
to Seven
out of the
Print
property. To
Seconds
Thirdly
interest, bu
Ten 00/100 Co
Fourth
To-wit the

Attest J

No 3152; Thence with said line North 85° 34' 84 5/100 poles to the beginning Containing forty (40) acres More or Less
Appraised at $28.00 per Acre
Terms of Sale Cash

J. Ed Robinson Sheriff
Union County Ohio

January 27th 1897. 5.M.

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 27th 1897.

John H. Shearer.

Sworn to and Subscribed before me this 1st day of March 1897.

Printers fee $14.50

J N Gosnell clerk

March 1st 1897. The following Entry was filed with the Clerk To-wit.

Isabella Benon Plaintiff
vs
Carrius & Eakin et al Defendants

In the Court of Common Pleas Union County Ohio.
Entry

No 6987 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; and the Court on Carful 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, Fred Stull, 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 records thereof, in the Office of the recorder of Union County Ohio

And the Court Coming Now to distribute the proceeds of Said Sale, Amounting to Seven Hundred and Forty Eight (748.00) Dollars, 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 Sixty one 02/100 (61 2/100 Dollars

Secondly: The balance of costs of this action Taxed at Fifty Three 37/100 (863 37/100) Dollars

Thirdly: To the Plaintiff: Isabella Benon, the Amount heretofore found due her with interest, but less the Amount heretofore paid to-wit the Ballance of Six Hundred and Ten 00/100 (610.00) Dollars

Fourthly: To the Defendants, Cole and Bales, the balance of the Money remaining in his hands To-wit the Sum of Twenty two 59/100 (22.59) Dollars;

Approved J. E. Griffith Attorney for Plaintiff
J H Kinkade Atty for Defendants Cole & Bales

Attest J. N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of January To-Wit on the 5th day of March in the year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore To-Wit, on the 12th day of January in the year of our Lord, One Thousand Eight Hundred and ninety-Seven Henry P Spencer files in the clerk Office of the Said Court of Common Pleas, the following Petition in Mandamus against A.H. Kalefeath To-Wit.

The State of Ohio, Union County ss | Court of Common Pleas

State of Ohio ex rel Henry Spencer vs A.H. Kalefeath J.P. | Petition in Mandamus

No 7350 Petition in Mandamus

The relator in this action, Henry P Spencer deposes, and says

1st That he was the legally appointed Fish and Game Warden for Union County Ohio from Nov 19th A.D. 1894; and duly Commissioned for two years from Said date, as Seen by Said Original Commission accompanying this Petition, and marked Exhibit "A".

2nd That in compliance with his official duties he did by Affidavit filed in the Court of A.H. Kalefeath a Justice of the Peace in and for Paris T.P. Union County Ohio on the 16th day of May 1896; cause the arrest of one Andrew J. Moder for Violating the fish and game laws by Shooting fish in Mill Creek one of the Streams of Ohio, and that in direct contravention of Sec 6968 of Ohio Statutes as Amended Mar 8th 1871; amended; Feb. 17, 1892; amended April 27th 1896;

3rd That the Said Andrew J. Moder in answer to a Summons issuing from the Court of the A.H. Kalefeath on the affidavit aforesaid. Under amended Sec 6968 Ohio Statutes did appear before the Said Court and enter the plea of Guilty

4th = That the Said Kalefeath as a Justice of the Peace Should have passed Sentence as required by Said Statute, and not continued Said cause for Sentence till May 30th A.D. 1896; and then let the Said Moder at Liberty by payment of Costs.

5th = That after the plea of Guilty was entered, the Said A.H. Kalefeath was by Oath bound to perform the Ministerial Act of pronouncing the Sentence in accordance with the Statute Sec 6968 as amended, Making Said fine not less than $25.00 Cts.

6th = That the Said Kalefeath acted without Warrant of Authority in certifying as to the evil intention of Said Moder after he had pleaded as charged in the Affidavit of the Relator

7th = that the Said A.H. Kalefeath has refused from time to time to fix Said fine according to Law. Wherefore the relator in this action comes into the Court of Common Pleas and ask for a peremptory writ ordering Said Defendant in action to correct the Error of May 30th 1896, and affix the decree according to Sec 6968; amended Ohio Statutes

8th = That in addition to Said legal fine the Relator by his Attorney asks the Court to order Punative Damages in Costs and Attorney Fee for the prosecution of the Suit against the Defendant in this action

J.V. Stuart Atty for Plaintiff Henry P. Spencer

Sworn to and Subscribed in my presence this 12th day of January A.D. 1897

J N Gamble clerk

No 7350 Precipe

The Clerk

To all Whom

No 7350 Exhibit "A"

Ohio has be
term of two
thereof
in pursuan
Spencer to
to execute
all the prio
In Te
Ohio

B.F. Leiba

January 12

No 7350 Summons

The State of
Union Co.

by State of
Must anne
taken as tru
Jan

January 1

No 7350 Sheriffs Return on Summons

The State of
Union Co.

Sheriffs Fees
Service & retu
Mileage
Copy
Total

March 5th 189
the State of
of Henry P
vs
A H Kal

Attest J N Gamble Clerk

It is there co

No 7350
Precipe

The Clerk issu Summons Or Defendant returnable according to Law

---

Ohio Fish and Game Commision

To all Whome these Presents Shall Come Greeting

Know ye that Whereas Henry P Spencer of Marysville

No 7350
Exhibit
"A"

Ohio has been duly appointed to the office of Fish and Game Warden for Union County. for the term of two years, Commencing on the 19th day of November A.D. 1894.

Therefore: By virtue of the authority vested in the Ohio Fish and Game Commissioners, and in pursuance of a provision of the Statutes, we do hereby commission him the said Henry P Spencer to be a Fish and Game Warden for Union County, Authorizing, and empowering him to execute and discharge all and Singular, the duties appertaining to said office, and to enjoy all the privileges thereof

In Testimony Whereof: We hereunto Subscribe our names at Mt Connellsville and Dayton Ohio the 12th day of November A.D. 1894

Ohio State Fish and Game Commissioners

B.F. Leiberd Secretary — H.V Vincent President

January 12th 1897: The following Summons was issued to the Sheriff To-wit

No 7350
Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of said County:

You are hereby commanded to notify A. H. Kolbfeath that he has been Sued by State of Ohio on rel Henry P Spencer in the Court of Common Pleas of Union County, and Must answer by the 13th day of February A.D. 1897, or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly

You will Make due return of this Summons on the 25th day of January 1897:

Witness my hand and the Seal of said Court this 13th day of January A.D. 1897

(Seal)

J.N. Gamble Clerk

January 13th 1897: The following return was made on Summons by the Sheriff To-wit:

No 7350
Sheriffs
Return on
Summons

The State of Ohio
Union County ss

Sheriffs Return

Received this writ January 12th A.D. 1897: at 4. O'clock P.M. And Served Same by handing a true copy of this writ with the endorsements thereon to A.H. Kolbfeath personally on the 18th day of January 1897

J. Ed Robinson Sheriff

Sheriffs Fees		
Service & return		50
Mileage		16
Copy		15
Total		81

March 5th 189: The following Entry was filed with the clerk of the Court

The State of Ohio on relation
of Henry Spencer
V S
A H Kolbfeath

Attest
J N Gamble
Clerk

Entry

And now this Cause coming on for hearing upon the Petition and application for the allowance of a writ of Mandamus. on Consideration there of the finds that the plaintiff is not entitled to the relief prayed for or to Maintain his proceedings in Mandamus against the respondent It is therefore considered that this application to dismiss at the cost of the relator; J.D. Steward Atty for Plaintiff

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. Before the Honorable Duncan Dow Judge of Said Court of the Term of January to-wit on the 26th day of February in the year of our Lord One Thousand Eight Hundred and Ninty Seven.

Be it remembered that heretofore To-wit on the 25th day of May A.D. 1896. Allie Drumm filed in the Clerks office of the Said Court of Common Pleas a Complaint with Transcript and other Orignal papers against Ernie McFadden To wit

No 7114 Complaint before J.P.

The State of Ohio } ss
Union County } Affidavit for Warrant

Before Me Wm R Ports one of the Justices of the Peace for Said County Personacey came Allie Drumm who being duly Sworn according to Law, Deposes and Says, that on or about the 6th day of May 1896; at the County of Union aforesaid That She is now Pregnant with a Bastard Child, and that Ernie McFadden is the Father of Said Child. And further this Deponent Saith not

(Signed) Allie Drumm

Sworn to and Subscribed before me at the County aforesaid this 6th day of May A.D. 1896

Wm R Ports Justice of the Peace

Transcript

May 6th 1896; I Issued a Warrant for Ernie McFadden and delivered the Same to C E Reiend Constable

May 6th 1896; Return of Warrant; I have arrested the within named Ernie McFadden and now have him in Court. Service 60 cts Mileage 1.20; Total $1.80

Signed C.E. Reiend Constable

The Examination under Oath of Allie Drumm an Unmarried Woman Resident of Leesburg T.P. & Union on the 6th day of May 1896; Taken by and before me Wm R Ports, a Justice of the Peace of Leesburg Township Union County on the Complaint of Bastardy Against Ernie McFadden he being then present to answer in the premises

Question by Me

Question = Where do you reside = Answer. Pharisburg Union County Ohio.
" = Are you a Married Woman " No Sir.
" = Are you Pregnant with Child " Yes Sir by Ernie McFadden.

Question by Defendant

Question = What time did you become Pregnant; Answer in September 1895.

I therefore bound the said Ernie McFadden over to appear at the first day of the next Term of the Common Pleas Court of Union County Ohio

Wm R Ports J.P.

I hereby Certify that this is a true copy of my Docket of Leesburg T.P. Union County Ohio

Wm R Ports J.P.

February 26th 1897; The following Entry was filed with the Clerk to wit:

No 7114 Entry

The State of Ohio on relation of Allie Drumm Plaintiff
V S
Ernie McFadden Defendant

Entry

The Defendant Ernie McFadden having pled Not guilty to the charge of being the father of the bastard child named in the complaint in this case, and this cause having been regularly assigned for trial this day; Thereupon Came the defendant Ernie McFadden in

person and by his Attorney, but the Complainant failed and refused to appear. Therefore the said Defendant Waived a Trial by Jury, and Submitted this Cause to the Court upon the Complaint and Evidence

On Consideration Whereof the Court being fully advised in the premises find that the Complaint is not True, and the Defendant is not the father of said bastard Child

It is therefore Considered and adjudged by the Court that the Defendant go hence without day and that he recover of the Plaintiff his Costs herein Expended Taxed at $

Approved Dow Judge

Attest J N Gorrell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of September To-wit on the 26th day of February in the year of our Lord, One Thousand Eight Hundred and Ninety Six

No 7132 Petition

Be it remembered that heretofore To-wit on the 9th day of June A.D. 1896, Chas. S. Chapman et al filed in the Clerks office of the said Court of Common Pleas the following Petition against J M Bettes et al.

Charles S. Chapman and John E Griffith as Administrator of the Estate of Albert Chapman Deceased Defendants

vs.

J M Bettes Phineas Bell Hannah C Bell his wife amos E. Lake and Martha Lake his wife Defendants

In the Court of Common Pleas

Union County Ohio

Petition

On the 15th day of June 1893, Letters of Administration on the Estate of Albert S. Chapman, thereto fore deceased, intestate were by the Probate Court of Union County Ohio duly issued to the Plaintiffs, who thereupon duly qualified and entered upon the duties of said office

There is due Plaintiffs as such Administrators from the Defendant J M Bettes, the Sum of Thirty-Nine & 75/100 ($39 75/100) Dollars, with interest from the 17th day of September 1890, on account, a copy of which, with all Credits, is hereto attached, Marked "Exhibit A"

Account accrued for Materials furnished by John S. Flick and said Albert S. Chapman, then Constituting a partnership doing a general Lumber business in Marysville, Ohio, Under the firm name of Flick and Chapman, on the order of said J. M. Bettes, in erecting a dwelling house, between the 8th day of September 1890, and the 15th day of October 1890, on Certain premises of said J M Bettes, Now the property of the Defendant Phineas Bell described as follows;

Situated in the County of Union, in the State of Ohio in Township of Millcreek Being a lot of land Situate in the North East Corner of Survey No 5610, or South East Corner of 5477, of Virginia Military lands - for a more complete description reference is made to the plat of the Village of Dercville Union Co, Ohio Being one acre of land More or less

Said account accrued on the 15th day of October 1890 and on the 26th day of December, 1890, Said Flick & Chapman filed with the Recorder of said Union County Ohio, Under the Statute provided for obtaining Mechanics Liens, an affidavit

Containing an Itemized account of the amount, and Value of Such Materials, With all Credits, and offsets, with a Statement of the Amounts, and the Times when the Same Should have been paid, which lein is recorded in Book 3, Page 221, of the Mechanics Lein record in Said Office

No part of Said indebtedness has been paid. Said account and lein were duly assigned to Said Albert S Chapman deceased, and now belong to his Estate

Said Dwelling house and the premises above described afterwards became the property of the Defendant, Phineas Bell, the Defendant Hannah C. Bell is the wife of Said Phineas Bell

Afterwards Said Phineas Bell Sold Said Dwelling house to the defendant James E Lake, whereupon Said James E Lake Moved Said Dwelling house upon the following described real Estate=

Situate in the County of Union, in the State of Ohio, in the Township of Millcreek and bounded and described as follows,

Beginning at a Stake in the Center of the Bell Gravil road, in the line of Phineas and Charles Bell and in Survey Line No 5477- running in an Easterly direction ten rods to a Stone in the Charles Gardner line; Thence South 16 rods to a Stone in Robert McEntires line; Thence West 10 rods to the Center of the Bell gravel road; Thence, With Said gravel road 16 rods to a Stake- the place of beginning Containing One Acre.

Said premises were then, and Still are the property of Said James E. Lake, The defendant Martha Lake, is the Wife of Said James E. Lake.

Wherefore Plaintiff ark that Said Dwelling house, and if Necessary both of Said pieces of land May be Sold, and the proceeds applied So for as Necessary to pay Said demand of $39 95/100 With interest from the 17th day of September 1890, So due plaintiffs, and for Such other relief as is proper,

J. E Griffith Attorney for Plaintiff

State of Ohio
Union County ss

Charles S. Chapman being duly Sworn Says that he is one of the Administrators of the Estate of Albert S. Chapman deceased, and believes the allegations in the foregoing Petition are true.

No 7132
Exhibit "A"

Charles S Chapman

Sworn to and Subscribed before me this 9th day of June 1896,

(Seal)

J M Felton Notary Public

To the Clerk

Issue Summons in this case to the Sheriff of Union County Ohio. for Phineas Bell, Hannah C Bell his wife, James E Lake, and Martha Lake his wife, and, and to the Sheriff of Madison County Ohio. for the defendant J. M. Bettes = returnable according to Law. Indorse= Action for Equitable relief

J. E. Griffith atty for Plaintiff.

Exhibit "A"

J M Bettes Bt of Fleck and Chapman:

Sept 8th 1890:	400 ft P Side.	180	$25.20	
" " "	3 Lath	275	8.25	$33 45
" 13 "	13 - 20 fo 2x4 - 12 = 160		2.72	
" " "	6 - M 18' Shg	275	16.50	19 22
" 17	650 ft P floor		13.00	
" "	65 L 1x4 = 217		4.84	

Sept 17" 18
" " "
" 20 "
" " "

Oct 15"
Sept 8 9/4
" 15 "
" 17 "

June 9 12 18

No 7132 Summons

The State of

Jon
S Chapma
in the Cou
A.D. 1896. O
Yo

No 7132 Sheriffs Return on Summons

June 16

The State of
Madison C

Sheriffs Fe
Service & Ret
Mileage
Copy
Total

June 9" 1

7132 Summons

The State o

You are

Sept 14" 1890 =	72	1x8 =	18	.36	
" " "	150 "	1x8 =	100²	2,00	$ 1970
" 20 "	½	# 16 Shg	240	1,20	
" " "	3	Transo	25	75	
		Sash 7 N.	12x28 60	420	
		3 Doors	2.6x6.6 150	450	
		30 D. Transo	T.K.D.	300	
		T H	Do	700	
		28 L	12x28 15	420	
		3	W T "	45	
		1	Jap Joints	12	
		12 #	Putty 4	48	
		1	Gal oil	70 —	26.60
Oct 15"	98	M N	Sales		98
Sept 4/4	By	Cash	$30.00		99 95
" 15 "	"	"	15,00		
" 17 "	"	"	15,00		60 00
				Due P. & C	39,95

June 9th 1897. The following Summons was issued to the Sheriff of Madison County Ohio. To wit

No 7132 Summons

The State of Ohio Union County.

To the Sheriff of Madison County

You are hereby commanded to Notify J. M. Belles that he has been Sued by Charles S Chapman and John E Griffith as admrs of the Estate of Albert S. Chapman deceased in the Court of Common Pleas of Union County and Must answer by the 11th day of July A.D. 1896. or the Petition of the said Plaintiff will be taken as True and judgment rendered accordingly

You will Make due return of this Summons on the 22nd day of June A.D. 1896

Witness my hand and the Seal of said Court this 9th day of June A.D. 1896

(Seal)

J M Gosnell Clerk

By Jno A. Gosnell Deputy

No 7132 Shariffs Return on Summons

June 16th 1897. The following return was made on Summons by the Sheriff of Madison Co

The State of Ohio
Madison County

Sheriffs Return

Received this writ June 10th A.D. 1896 at 9. o'clock A.M and Served Same by J M Belles not found in my County

Scott Chenoweth Sheriff of Madison Co Ohio

Sheriffs Fees		
Service & Return		25
Mileage		50
Copy		25
Total	1	00

June 9th 1897. The following Summons was issued to the Sheriff of Union County Ohio. To wit

7132 Summons

The State of Ohio Union County

To the Sheriff of Said County

You are Hereby Commanded to Notify Phineas Bell and Hannah C. Bell his wife

James E. Lake and Martha Lake his wife that they have been Sued by Charles S Chapman and John E. Griffith as Admrs of the Estate of Albert S. Chapman deceased in the Court of Common Pleas of Union County, and Must Answer by the 11th day of July A.D. 1896 or the Petition of the Said Plaintiff will be taken as true, and Judgment rendered accordingly

You will make due return of this Summons on the 22nd day of June A.D. 1896

Witness my hand and the Seal of Said Court this 9th day of June A.D. 1896.

(Seal)

J.N. Gorrell Clerk

By Jno A Gorrell Deputy

No 7132 Praeps for Order of Sale

Charles S
Admrs
V S
J M Bell
Sce to Sh
According
September
The State of
Union Co
in Said C
he obtain
and 25/100 Do
And
the Said
into the S
with inter
the Same,
to proceed
the real Es
have fully
not been p
We
and Lill
faleeraine
Beg
Charles Ba
to a Stone
line: Then
Road 16
We
and deer
the above
you apply
with Cert
dings here
and bri

June 20th 1896: Summons returned and filed endorsed as follows To-Wit:

No 7132 Sheriffs Return on Summons

The State of Ohio
Union County

Sheriffs: Return

Sheriffs: Fees		
Service & Return		40
Mileage	2	00
Copies		60
Total	3	40

Received this writ June 10th A.D. 1896 at 10. o'clock A.M. and Served Same by handing a true Copy of this writ with the endorsements thereon to Phineas Bell, Hannah Bell and James E. Lake personally, and to Martha Lake by leaving a Copy at her Usual place of residence on the 18th day of June 1896.

Wm G Snodgrass Sheriff.

September 8th 1896: The following Entry was filed with the Clerk To-wit

No 7132 Entry

Charles S. Chapman et al Admrs &c. — Plaintiffs
V S
J M. Belles et al Defendants

In the Court of Common Pleas Union County Ohio.

Entry

Now come Plaintiffs, by their Attorney, and all the Defendants, Except J. M. Belts, being in default for Answer and Demurer, The Court find that the allegations of the Petition are confessed by them to be true, and that there is due to Said Plaintiffs, from the Said J. M. Belles on account of the Materials furnished as Set forth in the Petition, the Sum of $54.25 with interest from the first day of this Term, and that the Same is a lien on both the premises described in the Petition, and also upon the dwelling Mentioned in Said Petition, by reason of the Mechanics lein therein described, and recorded in Book 3, page 221 of the Union County records of liens, and Plaintiffs are entitled to have Said lein enforced

It is further adjudged, and decreed that unless the Defendants Shall within five 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 Plaintiffs herein the Sum so found due as aforesaid an order may issue to the Sheriff of Union County, Ohio. Commanding him to Sell Said dwelling house, and the premises last described in the Petition as upon Execution, and of his proceedings in the premises to make due return to this Court.

No 7132
Precipe for
Order of Sale

Charles Chapman et al Admrs Plaintiffs
V S
J M Bettes et al Defts

Court of Common Pleas Union County Ohio
Marysville September 16th 1896

To the Clerk of Said Court

Issue Order of Sale in the above Case to Sheriff of Union County Ohio for the Real Estate refered to in Entry returnable according to Law

J E Griffith Attorney for Plaintiff

September 16th 1896. The following Order of Sale was issued and delivered to the Sheriff of Union Co. To-wit

The State of Ohio
Union County

Order of Sale

To the Sheriff of Said County Greeting

Whereas, at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union on the 8th day of September 1896; Charles S Chapman et al. Admrs he obtained a Judgment and decree against J. M. Bettes et al. for the Sum of Fifty four and 25/100 Dollars, and Fifteen and 57/100 Dollars, Costs of Suit.

And Whereas it was then and there, by Said Court ordered, adjudged, and decreed, That the Said J. M. Bettes et al. within five days from the 8th day of September A.D. 1896; pay unto the Said Charles S Chapman et al. Admrs he the Said Sum of Fifty four and 25/100 Dollars with interest from the 8th day of September 1896; and Costs aforesaid, and on 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 five days aforesaid have fully Expired, and the Said Sum of Fifty five and 25/100 Dollars, and Costs aforesaid have not been paid, or any part thereof, as appears to us of record—

We therefore Command you, that you proceed without delay to Appraise, Advertise and Sell according to the Statute regulating Judgments and Executions at Law, the following lands and Tenements, Situate in Union County, Ohio. To-wit,

Beginning at a Stake in the center of the Bell Grave road in the line of Phineas and Charles Bell, and in Survey line No 5477, running in an Easterly direction ten rods to a Stone in the Charles Gardner line; Thence South 16 rods to a Stone in Robert McEntire line; Thence west 10 rods to the center of the Bell gravel road; Thence with Said road 16 rods to a Stake, to the place of beginning Containing one Acre.

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 this 16th day of September A.D. 1896

Seal

J N Gosnell Clerk

No 7132 Sheriffs Return on order of Sale

October 31st 1896: The following return was made by the Sheriff on Order of Sale To-wit

The State of Ohio, Union County ss

Sheriffs Return

Sheriffs Fees:		
Service		25
Levy		25
Sum Appris	1	20
Swearing Appris		25
Conveying Appris	1	00
Writing Appisal		25
Copy of Appisal		25
Notice to Printer		25
Mileage	1	76
Return		25
Total Sheriffs	5	71
Appraisers Fees:	3	00
Printers Fees:	12	00

In obedience to the Command of the Order of Sale hereto annexed, I did on the 22nd day of September 1896: Summons Mc Hopkins. R.B. Thompson and Silas Graham. three disinterested freeholders residents of Said County, who were by me duly Sworn to impartially Appraise the lands and Tenements therein discribed Upon a actual view, and afterward, on the 22nd day of September A.D. 1896: Said Appraisers returned to me, under their hands and Seals. that they did, Upon actual view of the premises estimate and appraise the real Value in Money of the Same at. three Hundred ($300 00) Dollars: A certified Copy of Said appraisal I forthwith deposited in the office of the Clerk of County Common Pleas of Said County. And on the 23rd day of September 1896, I caused to be advertised in the Marysville Tribune a Newspaper printed and published, and of general Circulation in Union County) Said lands and Tenements to be Sold at public Sale, at the door of the Court House of Said County, on the 24th day of October A.D. 1896; at one O'clock P.M. of Said day. And having advertised the Said lands and Tenments 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 24th day of October A.D. 1896: at the time and place above mentioned, proceed to offer Said lands and Tenements at public Sale, and then and there came no bidders Not Sold for want of Bidders

Wm G Snodgrass Sheriff

November 6th 1896: The following Notice of Sale and proof of Publication was filed to-wit

No 7132 Notice and Proof of Publication

Charles Chapman et al
vs
J.M. Belts

Sheriffs Sale

J.E. Griffith Attorney

On order of Sale
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 for Sale at the north door of the Court House in Marysville Ohio on Saturday October 24th 1896 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; Beginning at a Stake in the center of the Bell gravel road in the line of Silveas and Charles Bell, and in Survey line No 5477; running in an Easterly direction ten rods to a Stone in the Charles Gardner line; Thence South 16th rods to the center of the Bell gravel road; Thence with Said gravel road 16 rods to a Stake, the place of beginning Containing one acre. Appraised at Three hundred dollars ($300 00)

September 28th 1896; 5407

Wm G. Snodgrass Sheriff Union County Ohio:

The State of Ohio Union County ss

The Undersigned being duly Sworn says that a copy of the annexed Notice was published for five consecutive weeks in The Marysville Tribune a newspaper of general Circulation in the County of Union the first Publication beginning with Sept 28, 1896 W.O. Shoup

Sworn to and Subscribed in my presence a this 6th day of Nov 1896 J.M. Garnell Clerk

Printer Fees $12 00

No 7132 Praecipe for alias order of Sale

November 2

Charles C
J.M. Bel

Above Case

November

No 7132 Alias Order of Sale

The State o
Union Co

within and
obtained o
Dollars, an
Court order
day of Sep
25/100 Dollars
to pay the
to proceed
the real es

And
and 25/100 Dollar
then in ac
the 16th day
Appraised.

Situa
and boun
Bell Gra
5477. run
Silvis; then
to the cen
Stake, to
had ann
to advert
Execution
Under the
Said Sa
Pleas ne
Sixty da

No7182
Praecipe for alias order of Sale

November 23rd A.D. 1896. The following Praecipe for Alias Order of Sale was filed with the Clerk to-wit

Charles S Chapman Admrs &c
vs
J M. Belles et al

Court of Common Pleas Union County Ohio
Marysville Nov 28th A.D. 1896.
To the Clerk of Said Court

Issue Alias Order of Sale in the above case to Sheriff of Union County Ohio returnable according to law
J. E. Griffith Attorney for Plaintiff.

November 28th A.D. 1896 The following Alias Order of Sale was issued and delivered to the Sheriff to-wit

No7132
Alias Order of Sale

The State of Ohio
Union County ss

Alias Order of Sale

To the Sheriff of Said County Greeting

Whereas at a term of Court of Common Pleas holden at the Court House within and for Said County, Upon the 8th day of September 1896 Charles S Chapman et al obtained a Judgment or decree against J. M. Belles et al for the Sum of Fifty four and 25/100 Dollars, and thirty Six and 75/100 Dollars costs of Suit; And Whereas it was then and there by Said Court Ordered, adjudged and decreed that the Said J M Belles et al within five days from the 8th day of September A.D. 1896 pay unto the Said, Charles S Chapman, the Sum of Fifty four and 25/100 Dollars with 6 per cent from the 8th day of September 1896, 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 sale the real estate described in the Plaintiffs Petition, to-

And Whereas after the five days aforesaid have fully expired and the Said Sum of Fifty four and 25/100 Dollars and costs aforesaid had not been paid, or any part thereof, as appeared to us of record, then in accordance with Said order of the Court an order of Sale issued out of this Court on the 16th day of September A.D. 1896 Under which the following lands and Tenements were Appraised, Advertised and offered for Sale, to-wit.

Situated in the County of Union in the State of Ohio, in the Township of Millcreek and bounded and described as follows: Beginning at a Stake in the Center of the Bell Grabel road in the line of Phineas and Charles Belt in Survey line No 5477. running in an Easterly direction ten rods to a Stone in the Charles Gordon line; thence South 16 rods to a Stone in Robert McEntires line; Thence West 10 rods to the Center of the Bell Grabel Road; thence with Said Gravel road 16 rods to a Stake, to the place of beginning Containing one Acre. 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 Sales on Judgments and Executions at law, the Said premises above described, under the appraisment had under the Said former order of Sale to-wit $300.00; and the Moneys arising from Said Sale, and your proceedings therein, have you before our Court of Common Pleas next to be holden in and for Said County, and make return of this order within Sixty days from the date thereof

(Seal)

Witness my hand and Seal of Said Court this 28th day of November A.D. 1896
J N Gamell Clerk

No 7182
Sheriffs Return on Alias order of Sale

December 26th 1896 The following return was made by the Sheriff on Alias Order of Sale to-wit

The State of Ohio
Union County ss

Sheriffs Return

In Obedience to the Command of the Order of Sale hereto annexed I did on the 25th day of November 1896 cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general Circulation in Said 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 December A.D 1896; at one O'Clock P.M. of Said day, and having advertized the Said lands and Tenements for more than Thirty days previous to the day of Sale to-wit five Consecutive weeks This writ returned without Sale by Order of Plaintiffs Attorney

Sheriffs Fees:		
Notice to Printer		25
Mailing Notice		25
Mileage	1	60
Poundage		60
Return		25
Total Sheriff fees	2	95
Printers fees	12	50

Wm G Snodgrass Sheriff.

January 7th 1897: The following Notice of Sheriff Sale and proof of Publication was filed to-wit

No 7132
Notice of Sale and proof of Publication

An Order of Sale

J B Griffith Attorney.

Charles S. Chapman, et al
VS
J M. Bettes.

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 for Sale at the North door of the Court House in Marysville Ohio on Saturday December 26th 1896; 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 Millcreek, County of Union, and State of Ohio, and Bounded and described as follows.

Beginning at a Stake in the Center of the Bell Gravel Road in the line of Phineas and Charles Bell, and in Lucey line No 5477 running in an Easterly direction ten rods to a Stone in the Charles Gordon line; thence South 16 rods to a Stone in the Robert McFerren line; thence West 10 rods to the center of the Bell Gravel road; thence with Said Gravel road 16 rods to a Stake, to the place of beginning containing one Acre.

Appraised at $300.00: Terms of Sale Cash

November 25th 1896. 5 w

Wm G Snodgrass Sheriff Union County Ohio.

The State of Ohio Union County ss.

The Undersigned being duly Sworn, Says that a Copy of the annexed Notice was published for five Consecutive weeks in the Marysville Tribune" a Newspaper of general Circulation in the County of Union. the first publication beginning with November 25th 1896;

W. A Shearer.

Sworn to and Subscribed before me this 4th day of January 1897

Printers Fees 8 10

J N. Gannett Clerk

Settled and Costs paid on Court Docket January Term 1897

Attest J N Gannett Clerk

Pleas continued and held at the Court house in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A Price Judge of Said Court of the Term of September to-wit on the 21st day of September in the year of our Lord one Thousand Eight Hundred and ninety Six

Be it remembered that heretofore To-wit, on the 15th day of August A.D. 1896: Nathaniel Brooks Executor filed in the Clerks office of the Said Court of Common Pleas the following Petition Against Louisa V Wilcox et al. to-wit.

Nathaniel Brooks as Executor of the Estate of William D. Bowers Deceased— Plaintiff

vs

Louisa V. Wilcox. Stanton V Wilcox 2nd J. H. Wall, Defendants

In the Court of Common Pleas Union County Ohio

Petition

No 7175 Petition

Plaintiff is the duly Appointed and qualified Executor of the Estate of William D. Bowers deceased

First Cause of Action = The Defendants Louisa V Wilcox and Stanton V. Wilcox, are indebted to Plaintiff as Such Executor in the Sum of Three Hundred and Eighty Eight and 33/100 Dollars, which Plaintiff claimes, with interest at Eight per cent payable Semi-Annually from the 28th day of July 1896: on a promissory Note of which the following is a Copy =

$ 388 33/100 Marysville O July 28th 1891:

Five years after date I promis to pay to the order of Nathaniel Brooks, Executor of the Estate of William D. Bowers: deceased, Three Hundred and Eighty Eight & 33/100 Dollars at the Peoples Bank Marysville Ohio "Value received without any relief whatever" from Valuation, and appraisement Laws "with interest at the rate of Eight per Cent" per annum after Maturity, payable Semi-Annually. The Drawers and Endorsers, Severally waive presentment for payment, protest and Notice of protest, and Non payment of this Note. It is expressly agreed, that if default be made in the payment of any one of the Coupons 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 portion 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

Louisa V Wilcox
S V Wilcox

P.S. New Dover Ohio

The party Signing Said Note as S.V. Wilcox is the Same person as the Defendant Stanton V. Wilcox. = There are no credits or indorsments on Said Note.

Second Cause of action = Said Defendants, Louisa V. Wilcox and Stanton V Wilcox are indebted to Plaintiff as Such Executor in the further Sum of Seventeen 2/100 Dollars, which Plaintiff claims with interest at Eight per Cent. payable Semi-annually upon an interest Coupon Note of which the following is a copy.

$ 17 2/100 Marysville O July 28th 1891.

January 28th 1896: after date I promise to pay to the order of Nathaniel Brooks: Executor Seventeen & 2/100 Dollars, at the Peoples Bank Marysville O. Cwith interest at the rate of Eight per cent per Annum after Maturity payable Semi-Annually) being the 9th Semi annual interest

on the Note hereto attached. of even date herewith. and Subject to all the Condditions of Said Note.

(Signed) Louisa V. Wilcox
Stanton V Wilcox.

There are no credits nor indorsments on Said interest Coupon Notes - and it is one of those attached to the principal note. a copy of which is Set out Under the first Cause of action herein.

Third Cause of action = The Defendants Louisa V Wilcox and Stanton V Wilcox are indebted to plaintiff in the further Sum of Seventeen & 10/100 Dollars. Which plaintiff as Said Executor claims with interest at Eight per cent (payable Semi-annually) from the 28th day of July 1896:- upon another of the interest Coupons attached to the principal Note. a Copy of Which is Set out Under the first Cause of action herein the following is a Copy of Said Coupon Note.

$17.10 Maysville O July 28th 1891.

July 28th 1891. after Date I promis to pay to the orde of Nathaniel Brooks "Executor. Seventeen & 10/100 Dollars. at Peoples Bank Maysville O (with interest at the rate of Eight per cent per annum after Maturity. payable Semi annually, being the 10th Semi annual interest on the Note hereto attached. of Even date herewith. and Subject to all the Conditions of Said Note.

Signed Louisa V Wilcox
Stanton V Wilcox

Fourth Cause of action = The defendant Louisa V Wilcox is indebted to plaintiff in the further State Sum of One & 50/100 Dollars. Which plaintiff claims with interest at Eight per Cent from the 5th day of August. 1896: being the amount plaintiff was Compelled to pay and did pay to insure the buildings upon the real Estate given to Secure the above Mentioned notes. and which Said defendant agreed to pay in the Mortgage Securing Said Notes. No part of it has been paid. plaintiff

Fifth Cause of action = At the time of delivering Said principal note and interest Coupon Notes. and to Secure the payment of the Same, the defendant. Louisa V Wilcox. at that time, and Still an Unmaried Woman duly Executed, and delivered to this plaintiff her Mortgage deed, Conveying the following premises Situated in the County of Union. in the State of Ohio. Township of Dover. and part of Virginia Military Survey No 5497: and Bounded and described as follows

Beginning at a Stone in the East line of Lot No 13. of the Subdivision of Survey No 5497: Ca Stone at the North East Corner of Said Lot bears N 8° W 7 20/100 poles; Thence S. 8° E. 37 80/100 poles to a Stone; Thence N. 82° E. 89 poles to a Stone in the East line of Said Lot No 13; Thence with Said line N 8° W. 37 80/100 poles to the beginning Containing 21 acres More or less.

Also the following described Real Estate being part of Said Survey No 5497: and in the Same Township County and State: Beginning at a Stone in the West line of Lot No. 10. of the Subdivision of Survey No. 5497. and South. West Corner of the lands formerly owned by S. D. & S. E. Laird; Thence with the South line of Said lands. N. 82 E. 72 poles to a Stone. corner to Said lands; Thence S 8° E. 2 poles to a Stake; Thence S. 82° W. 72 poles to a Stake in the west line of Said Lot No 10; Thence. with Said line N. 8° W 20 poles to the beginning Containing 9 acres more or less. The whole amount being 30 acres more or less

Said Mortgage Contained a Condition. That if the Said Louisa V Wilcox and Stanton V. Wilcox or either of them Should pay or cause to be paid

to this Plaintiff as Said Executor. Said principal Note and interest Coupon Notes according to the. and tenor thereof, then to be Void, Otherwise to be and remain in full force and Virtue in Law. forever; Said Mortgage also Contained the following Clause,

And the Said Mortgage hereby covenants and agrees that until full payment is made of all the Moneys hereby Secured, She will keep the buildings on Said Land, or that May be hereafter Erected thereon insured in the Sum of Three Hundred Dollars, in Some reliable Insurance Company. to be Approved by Said Mortgage, with the policies payable. or Assigned to Said Mortgage. xxx and the Said Mortgage May procure any pay for Such Insurance, and the Said Mortgage expressly agrees to repay any amount So paid for Such insurance. with 8 per cent interest per annum thereon. and this Mortgage is given to Secure the payment thereof. = The Conditions of Said Mortgage have been broken and the Same has become absolute;

On the 28th day of July 1891, at 5. O'Clock P M. Said Mortgage was duly left for record, at the Recorders office of Union County, Ohio, and the Same was duly recorded in Record of Mortgages, Vol 30 Pages 596 & 597 of his Records Said Mortgage then became and Still is a Valid and Subsisting first Lein upon Said premises.

The defendant J H. Wall has, or claims to have Some interest or Lein upon Said premises. but Plaintiff avers that the Same is Subordinate to Plaintiffs Lein.

Plaintiff therefore asks Judgment against the defendants Louisa V. Wilcox and Stanton V. Wilcox in the Sum of $505 72 with interest at Eight per cent (payable Semi-Annually) from the 28th day of July 1896. for $17 10 with interest from January 28th 1896. and for $12 00 with interest at 8% from Aug 5th 1896.

Plaintiff further asks that Said J H. Wall be made a party defendant herein, and be required to Set up his rights in the premises if any, or forever barred and estopped from asserting the Same. and that Said premises may be Sold, and the proceeds applied to the payment of Said Judgment and for all other proper relief

J E. Griffith Attorney for Plaintiff

State of Ohio Union County ss }

Nathaniel Brooks Executor of the Estate of William D. Bowers deceased being duly Sworn, Says he believe the allegations in the foregoing pleading are true

Nathaniel Brooks Executor of the Estate of William D Bowers deceased

Sworn to and Subscribed before me this 12th day of August 1896

C L Corey Notary Public

Precipe

To the Clerk

No 7175
Precipe

Issue Summons in the above entitled case to the Sheriff of Union County Ohio for Louisa V Wilcox returnable according to law: Indorse. action for personal Judgment and foreclosure of Mortgage. Amount Claimed $505 72 with interest at 8% payable Semi-Annually from July 28th 1896: $17 00 with Same int. from Jan 28th 1896. and for $12 00 with 8% int from Aug 5th 1896

J E Griffith Attorney for Plaintiff

No 7175
Waiver

The Undersigned defendants hereby Waive the issuing and Service of Summons in this Case and Voluntarily enter our Appearance therein this 15th day of August 1896

Stanton V Wilcox by J H. Kinkaide Attorney

J H. Wall by Porter & Porter his attorneys

August 15th 1896 Summons issued and delivered to the Sheriff of Union County to-wit

No 7175
Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of Said County.

You are hereby commanded to notify Louisa V Wilcox that She has been Sued by Nathaniel Brooks as Executor of the Estate of William D Bowers deceased in the Court of Common Pleas of Union County, and must answer by the 12th day of September A.D. 1896. or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly

You will make due return of this Summons on the 24th day of August A.D. 1896.

Witness my hand and the Seal of said Court this 15th day of August A.D. 1896.

(Seal)

J N Gasmill clerk
By Jno A Gasmill Deputy

August 20th 1896 The following return was made on Summons by the Sheriff to-wit

No 7175
Sheriff return on Summons

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees:		
Service & Return		50
Mileage	1	04
Copy		15
Total	1	69

Received this writ August 17th A.D. 1896: at 8. O'clock A.M. and Served Same by handing a True Copy of this writ with the endorsements thereon to Louisa V. Wilcox personally on the 20th day of August 1896

Wm G. Snodgrass Sheriff

September 21st 1896. The following Entry was filed with the Clerk to-wit

No 7175
Entry

Nathaniel Brooks
Executor &c Plaintiff
vs
Louisa V. Wilcox
et al Defendants

In the Court of Common Pleas
Union County Ohio

Entry

This Cause now coming on for hearing on the Petition of the Plaintiff. and the Evidence, the Court find that the defendant Louisa V. Wilcox has been duly Served with Summons in this Case; that the defendants Stanton V Wilcox and J.H. Wall. have duly entered their appearance therein, and that all of said defendants 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 defendants. Louisa V. Wilcox and Stanton V. Wilcox, on the promissory Notes Set forth in the Petition with interest to the first day of this Term Viz:- September 7th 1896. The Sum of Five Hundred and Twenty Eight and 89/100 Dollars. and Louisa V. Wilcox for insurance, as alleged in the Petition the Sum of $ 15.

The Court further find that in order to Secure the payment of Said Notes and insurance, the defendant Louisa V Wilcox, at that time and still an Unmarried Woman, Executed and delivered to the Said Nathaniel Brooks as Executor of the Estate of William D. Bowers deceased, the Plaintiff herein her certain Mortgage. as in the Petition described, and on the premises therein described: that Said Mortgage was duly recorded in Book 30, pages 596 et Seq of the records of Mortgages of Union County, Ohio, and is a good, and Valid lien on the premises

described
broken,=
defendan
Costs here
of $ 15.5 =
Louisa V.
decree pa
the Plaint
from the
and Said
Union Co
as upon

September

The State of
Union Co

No 7175
Order of Sale

in Said Co
obtained a
of Louisa V.
there by Sa
five days
Executor
of Septem
issue to th
regulating
Petition &c
of $ 528.89
thereof, as
We the
Sell accord
lands and
of Union
No 5497 an
Begin
No 5497 (e
S. 8 E. 37
of Said Lot
Containin
. Being
Begin
Survey N
S. E. Fair
corner to
to a S. Oak
poles to
30 acres
We. th

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 defendants Louisa V. Wilcox and Stanton V. Wilcox the Said Sum of $528 80/100 and his Costs herein expended. and from the defendant Louisa V. Wilcox the additional Sum of $ 15 55 = and it is further adjudged and decreed that Unless the Said defendants Louisa V. Wilcox and Stanton V. Wilcox. Shall within five 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 Sums So found due aforesaid, with interest at eight per Cent. from the 7th day of September 1896, 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 County. Ohio directing him to appraise, advertise, and Sell Said premises as upon Execution. and report his proceedings to this Court for further order.

September 28th 1896. The following Order of Sale was issued and delivered to the Sheriff to-wit

No 7175
Order of Sale

The State of Ohio
Union County ss

Order of Sale

To the Sheriff of Said County- Greeting

Whereas at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union. on the 21st day of September 1896. Nathaniel Brooks. Executor &c obtained a judgment and decree against Louisa V. Wilcox et al. for the Sum of $528 80 and additional of Louisa V. Wilcox $15 55 Dollars and $10 00 Dollars Costs of Suit; And Whereas. it was then and there. by Said Court Ordered, Adjudged and Decreed, that the Said Louisa V. Wilcox et al, within five days from the 21st day of September. A.D. 1896. pay unto the Said Nathaniel Brooks Executor &c. the Said Sum of $528 80 and $15 55 additional with interest from the 7th day of September 1896. and Costs aforesaid; and on 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 five days aforesaid have fully expired, and the Said Sum of $528 80 and the additional Sum of $15 55 and Costs aforesaid have not been paid, or any part thereof, as appears to us of record.

We therefore Command you that you proceed without delay to appraise, advertise and Sell, according to the Statute regulating Judgments and Executions at Law, the following Lands and Tenements Situated in Union County Ohio to-wit: Situated in the County of Union, in the State of Ohio. Township of Dover, and part of Virginia Military Survey No- 5497 and Bounded and described as follows.

Beginning at a Stone in the east line of Lot No 13. of the Subdivision of Survey No 5497 (a Stone at the north east corner of Said Lot bears N. 8° W. 7 20/100 poles) Thence S. 8° E. 37 80/100. poles to a Stone; Thence north 82° E. 82. poles to a Stone in the East line of Said Lot No 13.- Thence with Said line N. 8° W. 37. 80/100 poles to the place of beginning Containing 21 acres more or less: Also the following described Real Estate. Being part of Said Survey No. 5497. in the Same Township County and State

Beginning at a Stone in the west line of Lot No. 10 of the Subdivision of Survey No 5497. and South west Corner of the lands formerly owned by S. D. & S. E. Laird; Thence with the South line of Said lands N. 82° E 72 poles to a Stone, Corner to Said Lands; Thence S. 8°. E. 20. poles to a. Stake; Thence S. 82°. W. 72 poles to a Stake in the West line of Said Lot No. 10: Thence with Said line N. 8° W 20 poles to the beginning Containing 9 acres More or less. the whole amount being 30 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

(Seal)

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 28th day of September A.D. 1896

J.N. Gamell Clerk

December 26th 1896: The following return was made on Order of Sale by the Sheriff To-wit

The State of Ohio
Union County ss

Sheriffs Return

In obedience to the command of the Order of Sale hereto annexed, I did on the 30th day September 1896: Summons Ray & Moore, M. Hopkins and J.B. Galloway, three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the Lands and Tenements therein described, upon actual View, and afterward on the 30th day of September A.D 1896: 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 $850 Dollars. N. Certified Copy of Said appraisal & fortheith deposited in the Office of the Clerk of the Court of Common Pleas of Said County. And on the 30th day of September 1896. I caused to be advertised in the Marysville Tribune a newspaper printed and published and of General Circulation in Union County, Said Lands and Tenements to be Sold at Public Sale, at the door of the Court House of Said County on the 31st day of December A.D 1896: 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. This writ returned without Sale by order of Plaintiffs attorney

Sheriffs Fees:		
Service		25
Levy		25
Sum Appraisers	1	20
Swearing Appr'rs		25
Certificate Appr'rs	1	00
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Mileage	1	00
Poundage	7	93
Return		25
Total Sheriff	12	88
Appraisers Fees	3	00
Printers Paid	12	00

Wm. G. Snodgrass Sheriff:

No. Proof of Publication as prima entry filed

Attest J.N. Gamell Clerk

No 7158 Petition

Pleas Co
Union in
before the
the 12th day

Be it re
H.H. Sme
Petition ag

H.H. Sm

Nancy E. Le
W. Lowe. E
John W. Be
M.W. Kile
Ferguson.
Deposit. Ban

Jefferson
Which pla
Court- Paye
Copy. With
No. 44
$800 00:

Eight
Value rece
laws. Wit
Semi an
waive pr
of this No
one of the
Note, or a
Sum sp
become du
further ex
Made Secu
assessment
thereon. Sh
P.B. Rich

The fol

There are
Th
Note are du
been Sala
Consider th

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John R. Price Judge of Said Court of the Term of September To-wit on the 12th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six

Be it remembered, that heretofore To-wit on the on the 25th day of July A.D. 1896 H.H. Smith filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Nancy E. Severe et al. To-wit

H.H. Smith Plaintiff
vs
Nancy E. Severe. Jefferson.
W. Severe. E.E. Wharton
John W. Baughman
M.W. Hill. William H.
Ferguson. and Richwood
Deposit. Bank. Defendants

No 7158
Petition

In the Court of Common Pleas
Union County Ohio

Petition

First Cause of Action

The defendants: Nancy E. Severe, and Jefferson W. Severe are indebted to plaintiff in the Sum of Eight Hundred Dollars. Which plaintiff claimes, with interest from the first day of March, 1896. at eight per cent- payable Semi-annually- on a promisory Note, of which the following is a Copy. With the only indorsment:

No. 4475; Richmond, Indiana January 18th 1892

$800.00: Five years after date. I. promise to pay to the order of Joseph J. Dickinson Eight Hundred Dollars. at the Second National Bank, Richmond, Indiana. Value received; Without any relief whatever from valuation, and Appraisment laws. With interest at the rate of eight per Cent per Annum after Maturity, payable Semi annually, and five per Cent Attorneys; The Drawers and Endorsers. Severally Waive presentment for payment, protest, and Notice of protest, and Non payment of this Note. It is expressly agreed, that if default be Made in the payment of any one of the Coupons 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 portion 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

P.O. Richwood Union County Ohio

Signed } Nancy E Severe
Jefferson W. Severe

The following is the only indorsment on Said Note

Pay to the order of H.H. Smith without recourse on me

Signed Joseph J Dickinson

There are no credits on Said Note

Two of the Coupons representing the Semi-annual interest on Said Note are due, and Unpaid, and the premises Had Security for Said Note have been Sold for Taxes, and plaintiff exercises his Said option, and elects to consider the whole principal Note due Since March 1st 1896;

Second Cause of Action: The defendants Nancy E. Severe and Jefferson W. Severe are indebted to plaintiff in the aditional Sum of Forty Dollars being the five per cent Attorneys fees Stipulated to be paid in the principal Note a Copy of which is Set out Under the first Cause of action herein and is made a part of this Second Cause of action

Said agreement was executed and Stipulated for performance and payment in the State of Indiana and Said agreement is Valid and binding by the laws of Said State - the Supreme Court of Said State having held that an Inconditional Stipulation in a Note to pay Attorneys fees is Valid See Tuley vs. McClung 67 Ind. 10,

Third Cause of action

The defendants Nancy E Severe and Jefferson W. Severe are further indebted to plaintiff in the Sum of Twenty Eight Dollars which plaintiff claims with interest at Eight per cent payable Semi-annually from September 1st 1895. Upon an interest Coupon Note of Which the following is a copy with the only indorsment thereon

No 4475

$28 00 Richmond Indiana January 18th 1892:

September 1st 1895: after date I promise to pay to the order of Joseph J. Dickinson Twenty Eight Dollars at the Second National Bank Richmond Indiana (With interest at the rate of Eight per cent per annum after Maturity payable Semi-annualy) being the Semi-annual interest on the Note hereto attached of Even date herewith and Subject to all the Conditions of Said Note.

Signed) Nancy E Severe
Jefferson W Severe

The following is the only indorsment: Pay to the the order of H.H. Smith without recourse on me Signed - Joseph J. Dickinson

There are no Credits on Said note, Said Coupon is attached to the principal Note a Copy of Which is Set out Under the first Cause of action herein.

Fourth Cause of Action: The defendants Nancy E Severe and Jefferson W. Severe are indebted to plaintiff in the Still further Sum of Twenty Eight Dollars, Which plaintiff claimes, with interest at eight per cent payable Semi-Annually from the first day of March 1896: Upon a Coupon interest Note - one of attached to the principal Note a Copy of Which is Set out Under the first Cause of action herein, a Copy of which Coupon Note with the only indorsment thereon is as follows

$28 00: Richmond Ind: Jany 18th 1892 No 4475

March 1st 1896: after Date I promise to pay to the order of Joseph J. Dickinson Twenty Eight Dollars, at the Second National Bank, Richmond Indiana (With interest at the rate of Eight per cent per annum after Maturity payable Semi Annually) being the Eighth Semi-annual interest on the Note hereto attached, of even date herewith, and Subject to all the conditions of Said Note

Signed (Nancy E. Severe
Jefferson W. Severe

The following is the only indorsments on Said Coupon note: Pay to the Order of H.H. Smith. Verthout Recourse on me

(Signed) Joseph J. Dickinson

There are no Credits

Fifth Cause of action: At the time of of delivering Said principal Note and interest Coupon Notes, and to Secure the payment of the Same

including said five per cent attorneys fee, the defendants Nancy E Severe, and Jefferson W. Severe her husband duly executed and delivered to Joseph J. Dickinson their Mortgage deed, conveying the following premises,

Situated in the Township of Leesburg; County of Union; and State of Ohio Bounded and described as follows= Being a part of Virginia Military Survey No 1139: Beginning at a Stone North East corner to land conveyed by J. W. Huston to F. O. Johnson, March 6th 1884, and in the North line of said Survey No 1139= Thence; With said line. S. 81½° E. 74. poles to a Stake and Stone. North West corner to Asa Langstaffs land: Thence with the West line of said land. S. 8° W. 93. poles to a Stake and Stone, North East corner to Robert F. Elliotts land; Thence, With the North line of said land. N. 81½° W. 74. poles to a Stone, South East corner to said lands conveyed to F. O. Johnson; Thence, With the East line of said lands. N. 8° E. 93. poles to the beginning. containing 48. acres More or less,

Also the following premises, Situated in the Township of Claiborne, County of Union. and State of Ohio; Part of Va Military Survey No 6107; and bounded and described as follows= Beginning at a Stone in the Center of the Richwood and Bokes Creek Gravel Road. and North West corner of Asa Langstaffs land; Thence with the West line of said land. S. 15° E. 52 70/100 poles to a Stone in the North line of M. W. Hills land; Thence. With the line of said land and the line of F. O. Johnsons land, N. 80° W. 40 48/100 poles to a Stone. and Crocks; Thence N. 2° W. 45 72/100 poles to a Stone and Crocks. in the Center of said road; Thence, With the center of said road. S. 86° E. 28 12/100 poles to the beginning containing Ten (10) acres.

Said Mortgage contained a condition, that if said Nancy E. Severe, and Jefferson W. Severe, or either of them should pay, or cause to be paid the principal Note, and interest Coupons Notes above Set out according to the conditions thereof. then said Mortgage to be Void. Otherwise to be and remain in full force.

The conditions of said Mortgage have been broken. and the same has become absolute.

On the 20th day of April 1892; at 1-25. O clock P.M. said Mortgage was duly left for record at the Recorders Office of Union County Ohio; and was duly recorded in the Mortgage Records, in his Office in Vol-31-Pages 327 et-seq.

Said Mortgage has been duly assigned to plaintiff.

The defendant L. E. Whorton has a lien for Taxes upon said premises. the amount of which the plaintiff does not know.

The defendants M. W. Hill. John W. Baughman William H Ferguson and Richwood Deposit Bank. have. or claim to have, some lien, or interest in said premises. but plaintiff avers that the same are subordinate to plaintiffs claim. and the plaintiffs asks that they be compelled. to set the same up. or be forever cut off from asserting the same.

Plaintiff therefore further asks judgment against the defendants. Nancy E Severe. and Jefferson W. Severe in the Sum of Eight Hundred and Twenty Eight Dollars with interest at eight per cent- payable Semi-annually, from the first day of March 1896; for $28.00 with interest at eight per cent (payable Semi-annually) from the first day of September 1895. and for the fourther Sum of $40.00 attorneys fees. and that said premises May be Sold. and the proceeds applied to the payment of said Judgment

J. E. Griffith Attorney for Plaintiff

State of Ohio Union County ss:

J. E. Griffith being duly Sworn Says that he is the Attorney of the plaintiff herein. duly authorized in the premises. that plaintiff is a Non resident of Union County Ohio and that he believes the allegations

in the foregoing petition are true

J E Griffith

Sworn to and Subscribed before me this 25th day of July A.D. 1896:
(Seal) J.W. Tilton Notary Public

Precipe

No 7158 Precipe

To the Clerk

Issue Summons in this case to the Sheriff of Union County Ohio. for the defendants Nancy E. Severe and Jefferson W. Severe and to the Sheriff of Union County, Ohio. for the defendants L. E. Wharton John W Baughman Wm H. Ferguson Richwood Deposit Bank and M W Hill returnable according to law

J.E. Griffith atty for Plaintiff.

July 25th 1896: The following Summons was issued and delivered to the Sheriff of Marion Co Ohio

No 7158 Summons to Sheriff Marion Co

The State of Ohio
Union County

Summons

To the Sheriff of Marion County

You are hereby Commanded to Notify Nancy E. Severe and Jefferson W. Severe that they have been sued by H.H. Smith in the Court of Common Pleas of Union County, and must answer by the 22nd day of August A.D. 1896; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly

You will Make due return of this Summons on the 3rd day of August A.D. 1896

(Seal) Witness my hand and the Seal of said Court this 25th day of July A.D. 1896

J.N. Gorrell Clerk
Jno A Gorrell Deputy

August 3rd 1896 Summons returned and filed Endorsed as follows To-wit

Return of Sheriff

The State of Ohio
Marion County

Sheriffs Return

Sheriffs Fees		
Service & Return		52
Mileage		32
Copy		36
Total	1	20

Received this writ July 29th A.D. 1896 at 8:30 O'Clock A.M. and Served Same by delivering a True and Certified Copy of this writ with the endorsements thereon to Nancy E Severe and Jefferson W. Severe each personally August 1st 1896"

J.L. Shaw Sheriff
By J.W. Sifnitt Deputy

July 25th 1896: Summons issued to Sheriff of Union County Ohio To wit

No 7158 Summons to Sheriff Union Co

The State of Ohio
Union County

Summons

To The Sheriff of Said County

You are hereby commanded to Notify L.E. Wharton John W. Baughman M W Hill. William H Ferguson Richwood Depot Bank

No 7158 Sheriffs Return

That they [illegible] County, and Said plaintiff Jon [illegible]

August 3rd

The State of Union Co

Sheriffs Fee

Service & Ret
Mileage
Copies
Total

September

H.H. Smi

Nancy E.

No 7158 Entry of decree

the plaintiff
Served with
and that
that there
W. Severe.
day of this
The C
the defend
and deli
described
duly reco
County Oh
petition,
said Note
It is
defendant
and Sher
And i
defendant
to be paid
the Sum
at eight p

That they have been Sued by H. H. Smith in the Court of Common Pleas of Union County, and Must answer by the 22nd day of August A.D. 1896; or the petition of the Said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 3rd day of August A.D. 1896

Witness my hand and the Seal of Said Court
this 25th day of July A.D. 1896

(Seal)

J.M. Gomile Clerk
By Jno. A Gomile Deputy

August 3rd 1896: Summons returned and filed Endorsed as follows to-wit

No 7158
Sheriffs Return

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees		
Service & Return	1	10
Mileage	3	20
Copies		75
Total	5	05

Received this Writ July 27th A.D. 1897 at 2. O'clock. P.M and Served Same by handing a true copy of this writ with the endorsments thereon to L.E. Wharton. John M Baughmon. W.W. Hill and William H Ferguson personally, and to the Bank of Richwood by handing a copy to Bert Cahill who is President of Said Bank. Service on July 30th 1896

Wm G. Snodgrass Sheriff

September 8th 1896: The following Entry was filed with the clerk To-wit

H. H. Smith Plaintiff
VS
Nancy E. Severe et al
Defendants

In the Court of Common Pleas Union County Ohio

Entry

No 7158
Entry of decree

This Cause Now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendants have been duly Served with Summons in this case, and that they are all in default for answer or 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. Nancy E. Severe and Jefferson W. Severe, on the promissory Notes Set forth in the petition, with interest to the first day of this Term, the Sum of Nine Hundred and Thirty two and 60/100 (902.60) Dollars.

The Court further find that in order to Secure the payment of Said Notes, the defendants, Nancy E. Severe and Jefferson W. Severe, her Husband, Executed and delivered to Joseph J. Dickinson, their Certain Mortgage as in the petition described, and on the premises therein described; that Said Mortgage was duly recorded in book 31, Pages 327 et Seq of the records of Mortgages of Union County Ohio, and is a good and Valid lien on the premises described in the petition, that the conditions in Said Mortgage have been broken, and that Said Notes, and Mortgage have been duly assigned to plaintiff.

It is therefore considered by the Court that the plaintiff recover from the defendants, Nancy E. Severe and Jefferson W. Severe the Said Sum of $902.60 and his costs herein expended.

And it is further adjudged and decreed that Unless Said last Named defendants Shall within five 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 first day of this Term at eight per cent upon $892.60 thereof, and at Six per cent upon the remainder

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 Ohio. directing him to appraise, Advertise, and Sell said premises as upon Execution and report his proceedings to this Court for further Orders

January 30th 1897. The following Waiver of Charles R Connell was filed to-wit

No 7158 Waiver of Chas R Connell

H. H. Smith
vs
Nancy E Severe et al

In Union County Court of Common Pleas
No 7158

Charles R Connell who has a judgment against Nancy E Severe hereby Enters his appearance & Waives Summons. Saves his right & file answer this 30th day of January 1897

Cameron & Cameron attys
per Chas R Connell

January 30th 1897. The following Waiver of the Keystone Mfg Co filed to-wit

H. H. Smith Plaintiff
vs
Nancy E. Severe et al
Defendants

In the Court of Common Pleas Union County Ohio

Waiver of Summons &c

No 7158 Waiver of the Keystone Mfg Co

Now comes the Keystone Manufacturing Company by its agents and having obtained a lien upon the premises sought to be Sold in this case Since the beginning of this action, waives the formal order of Court Making them parties defendants in this case, waive the issuing and Service of Summons Voluntarily Enter their appearance therein and Consent to the imediate Sale of Said premises according to law and reserving all rights as to answering as to its lien, and contesting the lien of any other party to this action

Jany 30th 1897

The Keystone Mfg Co
Per J. F. McNeal & Sons its attys

February 15th 1897. The following Entry was filed with the Clerk to-wit

No 7158 Entry

H H Smith Plaintiff
vs
Nancy E. Severe et al

In the Court of Common Pleas Union County Ohio.
Entry

Leave granted for M. W. Hill to file answer instanter. and answer filed

February 15th 1897 Cross Petition of M. W. Hill filed to-wit

No 7158 Cross petition of M.W. Hill

H. H. Smith Plaintiff
vs
Nancy E. Severe et al

In the Court of Common Pleas Union County Ohio
Cross-Petition of M. W. Hill.

The defendant M. W Hill. Says that the defendants Nancy E. Severe and Jefferson W. Severe her Husband. Signing as Elizabeth Severe and J. W. Severe respectively, but being the Same parties as the above Mentioned defendants Viz: Nancy E. Severe and Jefferson W. Severe, did, on the 21st day of November. 1891, Convey the

No 7158 Praecipe for Order of Sale

No 7158 Ordering Sale

premises in the petition described to said M. W. Hill, by Mortgage, to Secure the payment of One Thousand and Thirty five Dollars, Evidenced by Six promissory Notes, all dated Nov 1st 1891; Calling for $172.50 each, with interest at Six per cent from date, payable annually, due in One, Two, Three, Four, Five, and Six years from date, respectively, and all Signed by said Elizabeth Severe and J.W. Severe, they being the Same parties as the defendants herein Viz: Nancy E. Severe and Jefferson W. Severe respectively.

Said deed of Mortgage was on the 20th day of April, 1892, at 1-30, O'clock P.M. duly left for record, with the Recorder of Said County of Union, and then became, and still is a Valid, and Subsisting lien, on said premises Secondary only to plaintiffs lien

Said defendants, Nancy E. Severe and Jefferson W. Severe, have paid the first of Said Notes Viz: the one due one year from date, and the Sum of $50.00 on the Second of Said Notes, on the 1st day of November, 1894; and no more, and the balance of Ten Hundred and fifty-five 11/100 (1055-11/100) Dollars, with interest at Six per Cent (payable annualy) from the 1st day of November, 1896; is Still due and owing from Said Nancy E. Severe and Jefferson W. Severe to this defendant

Wherefore Said M. W. Hill prays that Said property may be Sold, and his Said claim be Satisfied out of the proceeds thereof in the order of its just priority.

J. E. Griffith atty for M. W. Hill

State of Ohio Union County ss

M. W. Hill being duly Sworn says that the allegations in the foregoing pleading he believes are true

M. W. Hill

Sworn to and Subscribed before me this 12th day of February A.D. 1897

J. L. Jolliff Notary Public

January 25th 1897: The following Precipe for order of Sale was filed with the clerk to-wit

No 7158 Precipe for Order of Sale

H. H. Smith Plaintiff
vs
Nancy E. Severe et al Defts

Court of Common Pleas Union County Ohio.
Marysville January 26th 1897

To the Clerk:

Issue order of Sale in the above case to the Sheriff of Union County returnable according to law

J. E. Griffith Attorney for Plaintiff

January 25th 1897: The following Order of Sale was issued to the Sheriff to-wit

The State of Ohio
Union County ss

Order of Sale

To the Sheriff of Said County

No 7158 Order of Sale

Whereas at a Court of Common Pleas holden at the Court House in Marysville, in Said County of Union, on the 12th day of September 1896; H. H. Smith obtained a Judgment and decree against Nancy E. Severe et al, for the Sum of Nine Hundred Thirty Two 50/100 ($932.50) Dollars and Fifteen 67/100 ($15.67/100) Dollars, Costs of Suit. And Whereas it was then and there, by Said Court ordered, adjudged, and decreed, that the Said Nancy E. Severe within 5 days from the 12th day of September A.D. 1896, pay unto the Said H. H. Smith

the Said Sum of Nine Hundred Thirty Two $\frac{60}{100}$ Dollars with interest from the 7th day of September 1896. and Costs aforesaid, and, on 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 5. days aforesaid have fully expired, and the Said Sum of Nine Hundred Thirty two $\frac{60}{100}$ Dollars and Costs aforesaid have not been paid, or any part thereof, as appears to us of Record— We therefore Command you, that you proceed, Without delay, to Appraise, Advertise and Sell according to the Statute regulating Judgments and Executions at Law The following Lands and Tenements, Situate in Union County Ohio; in Township of Leesburg: Bounded and described as follows.

Being a part of Virginia Military Survey No 1139; Beginning at a Stone North-east Corner to Land Conveyed by J. W. Hunton to R. O. Johnson, March 6th 1884; and in the North line of Said Survey No 1139; Thence with Said line S. 81½ E. 74. poles to a Stake and Stone, North-West Corner to Asa Longstaff's Land; Thence with the West line of Said Land. S. 8 W. 73. poles to a Stake and Stone, North-East Corner to Robert N. Elliott's Land; Thence, with the North line of Said Land, N. 81½ W. 74. poles to a Stone, South-East Corner to Said Land Conveyed to R. O. Johnson; Thence with the East line of Said Lands, N. 8 E. 73. poles to the beginning Containing 43. acres more or less.

Also the following premises, Situated in the Township of Claibourne County of Union and State of Ohio; Part of Va Military Survey No 6107, and bounded and described as follows; Beginning at a Stone in the Center of the Richwood and Bokes Creek Gravel Road, and North-West Corner of Asa Longstaff's Land; Thence with the west line of Said Land, S. 15 E. 52 $\frac{70}{100}$ poles to a Stone in the north line of M. W. Hills Land; Thence with the line of Said Land and the line of R. O. Johnsons Land, N. 80 W. 40 $\frac{48}{100}$ poles to a Stone and crocks; Thence, N. 2 W. 45 $\frac{72}{100}$ poles to a Stone and crocks in the Center of Said road; Thence with the Center of Said road, S. 86 E. 28 $\frac{12}{100}$ poles to the beginning Containing Ten 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 the Sale the above described Real Estate Under the Statute regulating Sales on Executions, and that you apply the proceeds of Such Sale in Satisfaction of Said judgment, and decree with Costs and interest as Specified therein; and that you Make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you.

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 25th day of January A.D. 1897

J. N. Gosnell clerk
By Jno A Gosnell Deputy

No 7158
Sheriffs Return on Order of Sale

February
The State
Union

Sheriff's
Service
Levy
Sum. Appr
Swearing
Conveying
Writing
Copy of App
Notice to
Writing
Mileage
Perndag
Return

Total She
Appraise
Printers

Court
P M. of
than thir
January
place ab
and then
Hundr
appraise
therefor.
to him

May 15

No 7158
Notice of Sheriff Sale and Proof of Publication

H. H.
Nancy E.

of Comm
door of
at or ab
real Es
County
Being
North-E
6th 1884.
Corner
S. 8 W.

February 27th 1897: The following Return was made on Order of Sale by the Sheriff to-wit

No 7158
Sheriffs Return on Order of Sale

The State of Ohio
Union Union ss

Sheriff's Return

Sheriff's Fees		
Service		25
Levy		25
Sum. Apprs	1	20
Swearing Apprs		25
Conveying Apprs	1	00
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage	2	54
Pennage	16	66
Return		25
Total Sheriffs	23	64
Appraisers Fees	3	00
Printers Fees	15	00

In Obedience to the Command of the Order of Sale hereto annexed I did on the 26th day of January 1897 Summon W. Tallman, J.W. Beem and M.J. Schider; three disinterested freeholders residents of Said County, who were by me duly Sworn to impartially Appraise the lands and tenements therein described upon actual, and afterward, on the 26th day of January A.D. 1897. 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 Sixteen Hundred & Ninty Six Dollars. A Certified copy of Said Appraisal I forthwith deposit in the office of the Clerk of the Court of Common Pleas of Said County. And on the 28th day of January 1897, 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 27th day of February A.D. 1897. 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 (5) five Consecutive weeks; and in pursuance to Said Notice I did, on Said 27th day of February A.D. 1897. at the time and place above Mentioned, proceed to offer Said Lands and Tenements at public Sale. and then and there Came H. E. Conkright who bid for the Same the Sum of Eleven Hundred and Sixty Six Dollars, and Said Sum being More than two-thirds of the appraised Value thereof. and Said H. E. Conkright being the highest and best bidder therefor. I. then and there publicly Sold and Struck off Said Lands and Tenements to him for Said Sum of Eleven Hundred and Sixty Six Dollars

J. Ed Robinson Sheriff

May 15th 1897: Notice of Sheriff's Sale and Proff of Publication Filed To-wit

No 7158
Notice of Sheriffs Sale and Proff of Publication

H. H. Smith
vs
Nancy E. Swem et.al.

On Order of Sale

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 for Sale at the North door of the Court House in Marysville, Ohio. on: Saturday February 27th 1897 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 Leesburg and Claibourne. County of Union. and State of Ohio. and Bounded and described as follows: Being a part of Virginia Military Survey No 1189. beginning at a Stone North-East Corner to Land Conveyed by J.W. Huston. to R.O. Johnson, March 6th 1884. and in the North line S. 81½ E. 74. poles to a Stake and Stone. Northwest Corner to Asa Langstaff's Land: Thence with the west line of Said land S. 8 W. 93 poles to a Stake and Stone. North east Corner to Robert F. Elliott's Land

Thence with the North line of said land N. 81½ W. 74 poles to a Stone North-East Corner to said land Conveyed to F. O. Johnson; Thence with the East line of said land N. 8° E. 93. poles to the beginning Containing 48 acres More or less.

Also the following premises. Situated in the Township of Claiborne. County of Union and State of Ohio, Part of Va. Military Survey. № 6107. and Bounded and described as follows: Beginning at a Stone in the Center of Richwood and Bokes Creek Gravel road. and Northwest Corner of Asa Langstaff's land; Thence with the west line of said land S. 15° E. 52 70/100 poles to a Stone in the North line of M. W. Hell's land; Thence with the line of said land. and the line of F. O. Johnson's land N. 80° W. 40 45/100 poles to a Stone and crotch. in the Center of said road. Thence with the Center of said road. S. 86° E. 28 12/100 poles to the beginning Containing Ten Acres More or Less

Appraised at $32.00 per acre
Terms of Sale Cash

J Ed Robinson Sheriff of Union Co
J. E. Griffith Attorney

No 7158 Entry

Proof of Publication

State of Ohio Union County ss

J. George W. Werden Publisher of the Richwood Gazette. being duly Sworn. Say that the Notice hereto attached was published in the Gazette on the 28th day of January 1897; and Continued therein five Consecutive times. during all of which time said Newspaper was printed and in general Circulation in said County

Geo W. Werden

Sworn to and Subscribed before me this 15th day of May 18 97

James E Robinson Notary Public

Printers Fee $15.00
Probate 25

March 1st 1897. The following Entry was filed to-wit-

No 7158 Entry Confirming Sale

H. H. Smith Plaintiff
vs
Nancy E. Severe et al Defts

In the Court of Common Pleas Union County Ohio
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; and the Court on Carful 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 H. E. Conkright. 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 Mortgages herein Sued on to be entered on the record thereof. in the office of the Recorder of Union County Ohio:

And the Court Convey now to distribute the proceeds of said Sale. amounting to Eleven Hundred and Sixty Six (1166 00) Dollars. it is ordered that the Sheriff out of the Money in his hands. pay.

First: To the Treasurer of this County the Taxes against said property to-wit the Sum of Seven ⁊ 9/100 ($7.09) Dollars
Secondly: The costs of this action Taxed at $48.47. and further costs
Thirdly: To the plaintiff H.H. Smith the amount hereto fore found due him with interest to-wit the Sum of Nine Hundred and Sixty-Eight ⁊ 27/100 ($968.27) Dollars
The Ballance of said purchase Money, viz $141.25 the Sheriff is directed to hold for further order.

Appearances J.E. Griffith atty for Plaintiff and for defendant M.W. Hill
Appearances for Comdl. C&C

March 2nd 1897: The following Entry was filed to-wit

No 7158 Entry

H.H. Smith
vs
Nancy E. Severe et al.

Entry

Leave given to Keystone Manufacturing Company to file answer. and answer filed

---

March 2nd 1897: Answer and Cross Petition of the Keystone Manufacturing Co filed

H. H. Smith Plaintiff
vs
Nancy E Severe et al Defts

In the Court of Common Pleas Inman County, Ohio
Answer and Cross-Petition of the Keystone Manufacturing Company

Now comes the defendant. The Keystone Manufacturing Company. and for an Answer. and Cross petition herein says; That it is a Corporation. duly organized and incorporated under the laws of Illinois:

First Cause of Action: That the defendant. J.W. Severe. on the 17th day of October 1895: executed. and delivered to this defendant. his certain promissory Note calling for $100.00 now owned. and held by this defendant. and which is past due and wholly unpaid. a copy of which note is hereto attached. Marked "Exhibit "A"; and upon which there is now due to this defendant. the Sum of $100.00. with interest at 6% per annum from date. until paid.

Second Cause of Action: That the defendant, J.W. Severe. on the 17th day of October. 1895. Executed. and delivered to this defendant his certain promissory Note calling for $100.00. now owned. and held by this defendant. and which is past due and Wholly unpaid. a copy of which Note is hereto attached. Marked. "Exhibit "A" and upon which there is now due to this defendant the Sum of $100.00. with interest at 6% per annum from date. until paid.

Third Cause of Action: That the defendants. J.W. Severe. and Elizabeth Severe on the 19th day of August 1896: executed and delivered to this defendant their certain promissory Note calling for $52.50. now owned. and held by this defendant. and which is past due. and wholly unpaid. a copy of which Note is hereto attached: Marked; Exhibit "A" and upon which there is now due to this defendant the Sum of $52.50. with interest at 6% per annum from date until paid

Fourth Cause of Action: That the defendants J.W. Severe. and Elizabeth Severe. on the 19th day of August 1896: executed and delivered to this defendant their certain promissory Note calling for $52.50 now owned. and held

by this defendant, and which is past due, and Wholly Unpaid, a Copy of Which Note is hereto attached, Marked "Exhibit "B", and upon which there is now due to this defendant the Sum of $52.50, with interest at 6% per annum from date until paid

Fifth Cause of Action: In order to Secure the payment of the Within described Notes, the defendants, Elizabeth Severe, and J.W. Severe, Executed and Delivered to This defendant, on the 19th day of August 1896; their Certain Mortgage Deed, and thereby Conveyed, to the Keystone Manufacturing Company, its Successors, and assigns, the following described premises, Situated, in the Township of Leesburg, County of Union, and State of Ohio, and known as being a part of Virginia Military Survey No 1139, beginning at a Stone North East Corner to land Conveyed by John Linton to T.O. Johnson March 6th 1884 and in the North line of Said Survey No 1139; Thence with Said line South 81½ east 74. poles to a Stake and Stone North West Corner to Asa Langstaff's land; Thence with the West line of Said land South 8. West. 98. poles to a Stake and Stone North West Corner to Robert Elliotts land; Thence with the North line of Said land North 81½ West 74. poles to a Stone South East Corner to Said lands Conveyed to T.O. Johnson; Thence with the East line of Said lands North 8° East. 98. poles to the beginning, Containing 48. acres, More or Less,

Ten acres in Claibourne Township, and part of Virginia Military Survey, No 6107, and Bounded, and described as follows; Beginning at a Stone in the Center of the Richwood and Bokes Creek Gravel Road, and North West Corner of Asa Langstaff's land; Thence with the West line of Said land South 15° East. 52.40 poles to a Stone in the North line of M. W. Hill's land; Thence with the line of Said land, and the line of T.O. Johnsons land North 80, West 40.½ poles to a Stone and Crock; Thence North 2° West 45.72 poles to a Stone and Crock in the Center of Said road; Thence with the Center of the Same South 86. East 28.12. poles to the beginning, Containing Ten (10) acres, be the Same More or less, but Subject to all legal highways.

No 7158 Entry

Said Mortgage deed had a Condition therein as follows,

"The Condition of this deed is Such, that whereas the Said Elizabeth Severe and J.W. Severe, have Executed and delivered to the Keystone Manufacturing Company their two promissory Notes, of even date herewith for the Sum of $62.50 Each due respectively Sept. 15th 1896; and Oct. 1st 1896 payable at the Banking House of the Marion County Bank Company Marion, Ohio with interest at 6 per cent. per annum from date, and whereas J.W. Severe has executed and delivered to Said grantee his two promissory note for the Sum of $100.00 each dated Oct-17th 1896, and due respectiady Oct 1st 1896; and Jan 1st 1897; Now if the Said Elizabeth Severe and J.W. Severe, their heirs, assignes, executors, or Administrators Shall well and truly pay the aforesaid note according to the tenor thereof, to the Keystone Manufacturing Co. its Successors, and assignes, then the above deed Shall be Void; Otherwise the Same Shall remain in full force and Virtue in law.

Said Mortgage deed was filed with the Recorder of Union County, on the 21st day of August, 1896, at 8. O'Clock, A.M. and recorded, Sept. 1st 1896 in Union County Records of Mortgages, Vol. 38, page 484,

The Condition Contained in the Said Mortgage deed has not been fulfilled and thereby has become absolute, and this defendant is entitled to a foreclosure thereof

There have been no payments on the within described Notes, and there is now due this defendant the Sum of $322.85 with interest at Six per cent per annum until paid.

Wherefore this defendant prays that the Court May determine the priority of this defendants lien; the amount due this defendant & that the premises may be Sold as prayed for in the petition herein, and out of the proceeds of the Sale of the Same the claim of this defendant may be paid, and for all equitable relief.

J.F. McNeal & Sons Attorneys for Defendant

The State of Ohio Marion County ss

A.F. McNeal being duly Sworn Says that this Answering defendant, The Keystone Manufacturing Company, is a corporation; that he is one of its Attorneys in this, and that the facts Stated and the allegations Made in the foregoing answer and Cross-petition, are as he believes True.

A.F. McNeal

Sworn to before me and Subscribed in my presence this 27th day of February A.D. 1897

(Seal) S.H. Bartram Notary Public
Marion County Ohio

April 30th 1897: The following Entry was filed to-wit

No 7158 Entry

H.H. Smith Plaintiff
vs
Nancy E Several Defts

In the Court of Common Pleas Marion County Ohio
Entry

The Court coming now to distribute the balance of the purchase Money Still remaining in the hands of the Sheriff, amounting to one Hundred forty one & 28/100 ($141.28) Dollars, Upon the Answer and Cross petitions of the defendants M.W. Hill, and the Keystone Manufacturing Company, and the evidence, The Court being fully advised in the premises find that Charles R. Cornell is in default for answer and demurrer herein, and that the lien of M.W. Hill is prior to that of all other parties herein except the plaintiff- it is therefore ordered that the Sheriff of this County out of the Money Still in his hands pay

First= To the Clerk of this Court the Costs of this Case Made Since the last Continuance, amounting to $3.50:

Secondly: To the Defendant M.W. Hill the balance of the Money remaining in his hands, to-wit, $137.78

Attest J.N. Gomell Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, Before the Honorable Duncan Dow Judge of Said Court, of the Term of January, To-wit; on the 17th day of February in the year of Our Lord, One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore, To-wit, on the 19th day of December A.D. 1896; Geo. B. Hamilton filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Newton Linsley et al, To-wit.

No 7267
Petition

George B. Hamilton Plaintiff
vs
Newton Linsley, John T. Handley Jennie Handley, Wife of John T. Handley, Ruben Cerogill, Administrator S. H. Jared, Alice Williams, and J. W. Williams, Defendants

State of Ohio Union County.

In the Court of Common Pleas

Petition for Money, Sale of Mortgaged Lands and Relief.

Now Comes the plaintiff George B. Hamilton and for his first Cause of action Says that on the first day of November, 1889, the defendant Newton Linsley Made, and delivered to this plaintiff his certain promissory Note, a true Copy of which, with all Credits and endorsements thereon, is in the words and figures following, To-wit.

$64.00 Richwood Ohio Nov 1st 1889

Four years after date I promise to pay to the Order of George B. Hamilton, Sixty-four Dollars at the Bank of Richwood, Value received, with interest at 8. per Cent after due

Newton Linsley

"Said Note is endorsed as follows

"Dec. 1st, 1894. Received on this Note $45.00.

"Said Note is also endorsed as follows,

I assign the within Note to Adrian College, without recourse

Geo B Hamilton

Subsequent to the above endorsment Said Note is endorsed as follows

"Adrian College, per, H. Hussey, Treas"

Plaintiff Says that he is now the Legal owner and holder of Said promissory Note; that the Same is due, and that no payments have been made thereon except as above Set forth;

That there is now due on Said promissory Note, from Said defendant, Newton Linsley, the Sum of Twenty-Seven Dollars, and Thirty Cents ($27.30), with interest at Eight (8) per Cent per annum from the 1st day of November, 1896; for which amount plaintiff asks Judgment

Second Cause of action: Plaintiff for his Second cause of action says that on the 1st day of November, 1889, the Said defendant, Newton Linsley Made and delivered to this plaintiff a certain promissory note, a true copy of which, with all endorsments thereon, is in the words and figures following to:wit

$64.00 Richwood, Ohio Nov 1st 1889

Five years after date I promis to pay to the order of George B Hamilton, Sixty four Dollars at Bank of Richwood, Value received with interest at 8. per cent after due

Newton Linsley

Said Note is endorsed as follows.

I assign the within Note to Adrian College, Without Recourse

Geo. B. Hamilton

Subsequent to the above Endorsment, Said Note was Endorsed as follows.

Adrian College, per F. M. Hussey, Treas."

Plaintiff Says that he is now the legal owner and holder of Said promissory Note: that the Same is due, and that No payments have been Made thereon.

That there is now due to him on Said promissory Note from the Said defendant Newton Linsley, the Sum of Sixty-four Dollars (64 00), with interest at Eight (8) per cent, per annum from the 1st day of November, 1884, for which Sum plaintiff asks Judgment.

Third Cause of action: Plaintiff for his Third Cause of action Says that on the 1st day of November, 1889, the defendant Newton Linsley, Made and delivered to this plaintiff his one Certain promissory Note, a true Copy of Which, With all endorsements thereon, is in the Words and figures following, to-wit.

$800 00. Richwood, Ohio, Nov. 1st 1889.

Five years after date I promise to pay to the order of George B. Hamilton, Eight Hundred Dollars at the Bank of Richwood, Value received, With interest at 8 per cent after due

Newton Linsley."

Said Note is Endorsed as follows.

I assign the within Note to Adrian College Without recourse.

Geo. B. Hamilton,

Subsequent to the above endorsment, Said Note was Endorsed as follows.

"Adrian College, per F. M. Hussey, Treas."

Plaintiff Says that he is now the legal owner and holder of Said promissory Note: that the Same is due, and that No payments have been Made thereon.

That there is now due plaintiff on Said promissory Note from the Said defendant Newton Linsley, the Sum of Eight Hundred Dollars (800 00), with interest thereon at the rate of Eight (8) per cent per annum from the 1st day of November, 1894, for which amount plaintiff asks Judgment.

"Fourth Cause of Action.

Plaintiff for his fourth cause of action Says that on the 1st day of November, 1889, the defendant Newton Linsley, Made and delivered to this plaintiff his one certain promissory Note, a true copy of which, with all endorsments, is in the Words and figures following, to-wit:

$96 00: Richwood, Ohio, Nov 1st 1889.

Four years after date I promise to pay to the order of George B. Hamilton Ninety-Six Dollars at the Bank of Richwood, Value received with interest at 8 per cent after due

Newton Linsley

Said Note is endorsed as follows.

"Pay to the order of Treasurer Adrean College

G. B. Hamilton

Subsequent to the above Endorsment, Said Note was Endorsed as follows.

"Pay to the order of G. B. Hamilton. Adrian College.

Per W. N. Swift Treas."

Plaintiff Says that he is now the legal owner and holder of Said promissory Note: that the Same is due, and that No payments have been Made thereon.

That there is now due this plaintiff on Said promissory note from the Said defendant Newton Linsley, the Sum of Ninety-Six Dollars (96 00), with

interest thereon at the rate of Eight (8) per cent. per annum from the 1st day of November, 1898. for which amount plaintiff asks Judgment.

Fifth Cause of Action

Plaintiff for his fifth cause of action says that on the 1st day of November. 1889. the defendant Newton Linsley Made. and delivered to this plaintiff his certain one promissory Note, a true copy of which with all Endorsements Thereon is in the words and figures following. To-wit.

$96 00. Richwood Ohio Nov 1st 1889.

Five years after date I promise to pay to the order of George B. Hamilton Ninty-Six Dollars at Bank of Richwood. Value received. with interest at 8 per cent after due

Newton Linsley

Said Note is endorsed as. follows

Pay to the order of Adrian College

G. B. Hamilton

Subsequent to the above Endorsement. Said Note was Endorsed as follows.

"Pay to the order of G. B. Hamilton. Adrian College by

W. N. Swift Treas."

Plaintiff says that he is now the legal owner. and holder of said. promissory Note; that the same is due; and that no payments have been made thereon.

That there is now due him on said promissory note from said defendant Newton Linsley. the Sum of. Ninty-Six Dollars ($96 00) with interest thereon at the rate of Eight (8) per cent. per annum from the 1st day of November. 1894. for which amount plaintiff asks. Judgment.

"Sixth Cause of Action."

Plaintiff for his Sixth cause of action says that on the 1st day of November. 1889. the defendant Newton Linsley Made and delivered to this plaintiff. his one certain promissory Note, a true copy of which, with all Endorsement thereon is in the words and figures following, to-wit.

$1200 00. Richwood, Ohio, Nov 1st 1889.

Five years after date. I. promise to pay to the order of George B. Hamilton, Twelve Hundred. Dollars. at Bank of Richwood, Value received. with interest at 8 per cent. after due

Newton Linsley."

Said Note is endorsed as follows:

Pay to the Order of Adrian College

G. B. Hamilton

Subsequent to the above indorsement. Said Note was endorsed as. follows.

Pay to the Order of G. B. Hamilton.

Adrian College. by W. N. Swift. Treas."

Plaintiff says that he is now the legal owner and holder of said promissory Note. that the same is due, and that no payments. have been made thereon.

That there is now due him on said promissory Note from the said defendant Newton Linsley, the Sum of Twelve Hundred. Dollars ($1200 00) with interest thereon at the rate of Eight (8) per cent. per annum from the 1st day of November 1894. for which amount plaintiff asks Judgment.

Seventh Cause of Action

Plaintiff for his Seventh cause of action says that all allegations and averments made in respect to said promissory Notes set forth in his first. Second. Third. fourth. fifth and Sixth Causes of action. are hereby

Made a part of this his Seventh Cause of Action.

That in order to Secure the payment of Each of Said promissory Notes Set forth in his first, Second, Third, Fourth, Fifth, and Sixth Causes of Action, and the interest accruing on Each of Said Notes, the Said defendant Newton Linsley, Executed, acknowledged, and delivered to this plaintiff, George B. Hamilton, his Mortgage deed on the 5th day of November, 1889, and thereby Conveyed to this plaintiff, George B. Hamilton his heirs and assigns forever, the following described premises, lands and Tenements to-wit

Situate in the Township of York, County of Union, and State of Ohio, being a part of Virginia Military Surveys Nos 3464, and 3465, and Bounded and described as follows.

Beginning in the Center of the Public Square, and the Center of the Cross Streets in the Town of Summerville: Thence South Eighty two (82) degrees, East, along the Center of the Street and Richwood Road, one hundred and Seventy one (171) poles to a Stake in the line of James Simms: Thence South, Seven (7) degrees West, along Said Simms' line, Ninty-two (92) poles to a Stake in the South line of Said Survey 3468: Thence North, Eighty-three (83) degrees West, one hundred and Seventy-one (171) poles, to a Stake in the Center of the Marysville and Kenton Road: Thence North Seven (7) degrees East Ninty-two (92) poles to the place of beginning, Containing Ninty-Eight and thirty two hundredth (98 32/100) acres More or less: Excepting from the above, Sub-Lots Numbers Six (6) Seven (7) Ten (10) Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24), in the Town of Summersville, and also five (5) acres conveyed by deed to C.P. Pollard and Ten (10) acres conveyed by deed to J.L. Denman, is also excepted, which is also included in the above described premises; also, another piece part of Survey No 3465, bounded and described as follows.

Beginning in the Center of the Marysville and Kenton Road, and Northeast Corner of the Grave-yard lot Short Distance South of the Town of Summersville: Thence North, Seven (7) degrees East, Sixteen and Eight-tenths (16 8/10) poles to a Stake in the Center of Said Road: Thence, in a Southwesterly direction Twenty-Eight (28) poles to the Center of Bokes Creek, Witnessed by a Stone, and black Walnut Stump in the last Mentioned line: Thence down the Center of Said Creek, with the Meanderings thereof, to John Pell's North line, four and Eight-Tenths (4 8/10) poles to the Southwest Corner of Said Grave-yard lot: Thence with the West line of Said lot eleven, and one-tenth (11/10) poles to the Northwest Corner of Said lot: Thence East with the North line of Said lot to the beginning, Containing One (1) Acre and Eighty-two (82) poles More or Less.

That on the 7th day of November, 1889, at 1.40, O'clock, P.M. of Said day, Said Mortgage deed was left for record in the office of the Recorder of Said County, and the Same was duly recorded by him in Book 28, Page 216, of the Records of Mortgage deeds, on the 16th day of November, 1889.

That Said Mortgage deed has a condition thereunder Written, that if the Said Newton Linsley, his heirs, assigns, Executors, or Administrators, Shall well and truly pay Said promissory Notes, and, each of them, and the interest accruing thereon, according to the tenor and Effect of each of Said Notes, then Said Mortgage deed to be void, otherwise, to be and remain in full force and Virtue in Law.

That the Condition of Said Mortgage deed has been Broken, and the Same has become absolute by the Non-payment of Said promissory Notes and the interest accruing thereon

That the Plaintiff by Virtue of Said Mortgage deed, has a good and Valid Claim upon the premises therein described, which is the first and best lien thereon,

That the defendants John T. Handley and Jennie Handley his Wife, Ruben Coogill Administrator, S.H. Isreal, Alice Williams and J.W. Williams, each have or claim to have, a lien or liens upon, or other interest in said Mortgaged premises, but plaintiff is unable to State the Nature and Extent thereof.

Plaintiff prays that all of the defendants above named may be notified of the filing, and pendency of this petition, and that they may be required to answer the same, and set forth Specifically the Nature, and Amount of their respective claim or liens upon said Mortgaged premises, if any they have, and the time and times when the same attached thereto, or in default thereof that said defendants, and each of them, may be forever barred from asserting any lien upon, or claim against said premises

Wherefore, plaintiff prays judgment against defendant Newton Linsley for the Sum of Twenty-Seven Dollars and Thirty Cents ($27.30) with interest thereon, at the rate of Eight (8) per cent. per annum from the 1st day of Nov. 1896. For the Sum of Ninty-Six Dollars ($96.00), with interest thereon at the rate of (8) per cent. per annum from the 1st day of November, 1893, and for the Sum of Two Thousand One Hundred and Sixty Dollars ($2160.00) with interest thereon at the rate of Eight (8) per cent. per annum from the 1st day of November, 1894.

Plaintiff further prays that the priority of the several liens on the said Mortgaged premises may be established; That the said premises may be ordered to be Sold according to law; that the proceeds of such Sale may be applied (1) to the payment of Taxes, if any are due on said premises (2) to the payment of the costs of this action, and (3) to the payment of the plaintiffs Lien in its proper Order of priority, and if said premises should not sell for Suffcient to Satisfy plaintiff's lien, that an Execution issue as upon judgment at law for such unsatisfied balance; that he may have such other and further relief as Equity may require.

George B Hamilton By Davis & Hopkins Attorneys

State of Ohio Auglaize County

George B Hamilton, being first duly Sworn, Says, that he is the Plaintiff named in the foregoing Petition, and that the Matters and things set forth therein are true, as he Verily Believes.

George B. Hamilton

Sworn to by the said George B. Hamilton before me, and by him Subscribed in my presence, this 12th day of December, 1896

W.L. Rogers Notary Public Auglaize County Ohio

No 7267 Praecipe for Summons

December

George B

Newton L
Jennie H
Handley
S. H. Isre
Williams

for John
Enders
$27.30. W
The Sum
1st day of
of 8. per c

No 7267 Summons

December

The State of
Union Co

You a
that they
County, a
said plai
You a

January

No 7267 Sheriffs Return on Summons

The State
Union C

Sheriffs Fe
Service & Retu
Mileage
Copies
Total

December 26th 1896: The following Waiver was filed To-wit

No 7267 Waiver of Service

George B. Hamilton Plaintiff
against
Newton Linsley, John T. Handley
Jennie Handley wife of John T. Handley, Ruben Coogill administrator, S.H. Isreal, Alice Williams and J.W. Williams, Defendants

State of Ohio Union County

In Court of Common Pleas

Waiver of Service

Now Come the Undersigned parties Defendants in the above entitled action, and hereby waive the issuing and Service of Summons in said cause, and Voluntarily enter their appearance as defendants therein.

R.T. Coogill Administrator and Newton Linsley

No 7267 Entry

February

George B

Newton Lin
Handley wife
Coogill Ad
Alice Willia

December 26th 1896: The following Precipe was filed To-wit

No 7267 Precipe for Summons

George B. Hamilton Plaintiff
Against
Newton Linsley, John T. Handley, Jennie Handley. Wife of John T. Handley, Ruben Coogill Administrator S. H. Sweal. Alice Williams and J W. Williams Defendants

State of Ohio Union County
In the Court of Common Pleas

Precipe

To the Clerk

Issue Summons in the above entitled action for John T. Handley and Jennie Handley, directed to the Sheriff of Union County Ohio
Endors: Action for Money, Sale of Mortgaged Lands and relief. Amount claimed $27.30 with interest thereon at the rate of 8. per Cent. from the 1st day of November, 1896. The Sum of $96 00 with interest Thereon at the rate of 8. per Cent per annum from the 1st day of November, 1893. and for the Sum of $2160 00 with interest thereon at the rate of 8. per Cent. per annum from the 1st day of November, 1894."

Davis & Hoskins Attorneys for Plaintiff

December 26th 1896: The following Summons was issued and delivered to the Sheriff To-wit

No 7267 Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of Said County

You are hereby commanded to Notify John T. Handley and Jennie Handley that they have been Sued by George B. Hamilton in the Court of Common Pleas of Union County, and must answer by the 28th day of January A.D. 1897. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly

You will make due return of this Summons on the 4th day of January 1897.

Witness my hand, and the Seal of said Court this 26th day of December A.D. 1896.

(Seal)

J N Gamell Clerk

January 2nd 1897: The following return was made on the above Summons To-wit

No 7267 Sheriffs Return on Summons

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees		
Service & Return		
Mileage		
Copies		
Total		

Received this writ December 26th A.D. 1896: at one O'clock P.M. and Served Same by delivering a true copy of this writ with all the endorsements thereon to Jennie Handley personally. and to John T. Handley by leaving a copy at his usual place of Residence on the 30th day of December 1896

Wm G. Snodgrass. Sheriff

February 17th 1896: The following Entry was filed with the Clerk To-wit

No 7267 Entry

George B Hamilton Plaintiff
Against
Newton Linsley. John T. Handley Jennie Handley wife of John T Handley. Ruben Coogill Administrator. S H. Sweal Alice Williams and J W. Williams. Defendants

State of Ohio Union County
In the Court of Common Pleas

Journal Entry

February 17th 1897: This Cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court finds that the defendant, Newton Linsley, has duly waived the issuing and Service of Summons in this Cause, and has voluntarily entered his appearance as defendant herein, and that he is in default for answer and demurrer to plaintiffs petition, and that the allegations of the petition are thereby confessed by him to be true.

The Court further finds that the defendants, John T. Handley and Jennie Handley, wife of John T. Handley, have been duly served with Summons in said Cause, and that they, and each of them are in default for answer and demurrer to plaintiffs petition, and that the allegations of the petition are thereby confessed by them to be true.

The Court further finds that the defendant, Reuben Cowgill, Administrator, Waived the issuing, and Service of Summons, has Voluntarily Entered his appearance as a defendant in this Cause, and is now legally and properly before the Court.

The Court further finds that the Plaintiff George B. Hamilton, is the legal owner and holder of each and all of the promissory Notes Set forth and described in his petition, and that there is due the plaintiff, George B. Hamilton, from the defendant Newton Linsley, on the said promissory Notes, with interest to the 17th day of February, 1897, the Sum of Two Thousand, Seven Hundred, and Six dollars and Forty-five cents ($2706.45).

The Court further finds that in order to Secure the payment of said Notes, the said defendant, Newton Linsley, Executed, and delivered to the said George B. Hamilton, the plaintiff, his Certain Mortgage, as in the petition described, and on the premises therein described; That said Mortgage was duly recorded in book 28, Page 216, of the Records of Mortgages of Union County Ohio, and that the Same 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, George B Hamilton, recover from the defendant Newton Linsley, the Sum of Two Thousand, Seven Hundred and Six Dollars, and Forty-five Cents ($2706.45), and his herein Expended.

It is further adjudged and decreed, that unless the defendant, Newton Linsley shall, within two (2) 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 17th day of February, 1897, at Eight (8) per cent, 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 County, directing him to appraise, advertise, and Sell said premises as upon Execution, and report his proceedings to this Court for further order.

And good Cause being Shown therefor, publication in a German paper is hereby dispensed with.

Approved Dore Judge

No 7267 Order of Sale

February 20th 1897: The following Order of Sale was issued to-wit

The State of Ohio
Union County ss

Order of Sale

To the Sheriff of Said County Greeting

Whereas at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union on the 17th day of February 1897: George B. Hamilton obtained a Judgment and decree against Newton Linsley for the Sum of Two Thousand Seven Hundred and Six dollars and 45/100

Dollars. and Fifteen and 77/100 Dollars Costs of Suit. And Whereas, it was then and there, by Said Court Ordered, Adjudged and decreed, that the Said Newton Linsley within two days from the 17th day of February A.D 1897 pay Into the Said George B. Hamilton the Said Sum of Two Thousand Seven Hundred and Six 75/100 Dollars with interest from the 17th day of February 1897, and Costs aforesaid; and, on 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 Sale the real estate described in the Plaintiffs Petition &c. And Whereas, the two days aforesaid have fully expired, and the Said Sum of $2706 45/100 Dollars, and Costs aforesaid, have not been paid, or any part thereof, as appears to us of record-

We therefore Command you, that you proceed without delay, to Appraise, Advertise and Sell, according to the Statute regulating Judgments and Executions at Law the following lands. Tenements: Situated in the Township of York County of Union, and State of Ohio: Being a part of Virginia Military Survey Nos 3468 and 3465; and bounded and described as follows

Beginning in the Center of the Public Square, and the Center of the Cross Streets in the Town of Summerville; Thence South Eighty two (82) degrees. East along the Center of the Street and Richwood Road. one hundred and Seventy one (171) poles to a Stake in the line of James Leran; Thence South Seven (7) degrees West along Said Lerans line. Ninty-two. (92) poles to a Stake in the South line of Said Survey. 3468: Thence North Eighty three (83) degrees West. one hundred, and Seventy-one (171). poles to a Stake. in the Center of the Marysville. and Kenton Road; Thence North Seven (7) degrees East Ninty-two (92) poles to the place of beginning, Containing Ninty-Eight and thirty-two hundredths (98 32/100) acres. More or less. Excepting from the above In Lots Numbers. Six (6) Seven (7) Ten (10) Twenty-one (21) Twenty-two (22) Twenty-three (23) and Twenty-four (24). in the Town of Summerville. and also Five (5) acres Conveyed by deed to C.P. Pollard. and Ten (10) acres Conveyed by deed to J.L. Denman is also Excepted. which is also included in the above described premises

Also another piece; Part of Survey No 3465. bounded. and described as. follows: Beginning in the Center of the Marysville. and Kenton Road. and North East Corner of the Grave-yard Lot. a Short distance South of the Town of Summersville; Thence North Seven (7) degrees east Sixteen, and Eight-tenth (16 8/10) poles to a Stake in the Center of Said Road; Thence in a Southwesterly direction Twenty Eight (28) poles to the Center of Bakes Creek. Witnessed by a Stone. and Black Walnut Stump in the last Mentioned line; Thence down the Center of Said Creek. with the Meanderings. Thereof. to John Potts North line Seven and Eight Tenths (4 8/10) poles. to the Southwest Corner of Said Grave-yard lot; Thence with the West line of Said lot Eleven and one-tenth (11 1/10) poles to the Northwest Corner of Said lot; Thence East with the North line of Said lot to the beginning Containing one acre and Eighty-two (82) poles 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 this 20th day of February A.D. 1897.

(Seal)

J.N Gasnell Clerk

No 7267
Sheriffs Return on Order of Sale

April 3rd 1897: The following Return was made on the above Order of Sale To wit

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees:		
Service		25
Levy		25
Sum Appr's	1	20
Swearing Appr's		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage	1	12
Returne		25
Total	5	12
Appr's Fees	3	00
Printers Fees	20	25

In obedience to the Commond of the Order of Sale hereto annexed. I did on the 22nd day of February 1897, Summons D. C. Balenbaugh, J. W. Potts and Joseph Boyd. Three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraize the lands and Tenements therein described, upon actual view, and afterward on the 22nd day of February A.D. 1897 Said Appraisers returned to me Under their hands and and Seals that they did Upon actual View of the premises estimate and appraise the real value in Money of the Same at Thirty Hundred and Fifty One Dollars. A certified Copy of Said appraisal I forthwith deported in the office of the Clerk of the Court of Common Pleas of Said County: And on the 27th day of February 1897 I Caused to be advertised in the Richwood Recieve (a newspaper printed and published, and of gneral 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 3rd day of April A.D. 1897, 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 5 Consecutive weeks; and in pursuance to Said Notice, I did on Said 3rd day of April A.D. 1897, at the time and place above Mentioned, proceed to offer Said lands and Tenements at Public Sale, and then and there came George B. Hamilton Who bid for the Same the Sum of Twenty one Hundred and Seventy Three 50/100 Dollars, and Said Sum being More than two Thirds of the appraised Value thereof, and Said George B. Hamilton 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 One Hundred and Seventy Three 50/100 Dollars

J. Ed Robinson Sheriff

March 31st 1897: The following Notice and Affidavit of Publication filed to-wit

No 7267
Legal Notice and Affidavit of Publication filed

George B. Hamilton
vs
Newton Linsley et al.

Order of Sale

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 for sale at the North door of the Court House, in Marysville, Ohio, on Saturday, April 3rd 1897 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 York, County of Union, and State of Ohio, being a part of Virginia Military Survey Number 8468 and 8465; and bounded and described as follows:

Beginning in the center of the Public Square, and the center of the Cross Streets in the Town of Summerville; Thence South Eighty-two (82) degrees. East along the Center of the Street and Richwood Road, one hundred and Seventy one

(170) poles
Said Lea
Thence Nor
Stake in
Ninty-two
Hundred
Six (6). E
Four (24)
C.P. Pollo
is also
Number 3
Reg.
of the gra
(73) degre
in a South-
a Stone a
Said Tree
(4 4/10) pole
Said Lot
with the
(82) pole

Appraised
Terms of

The State o

Publish
Said Cou
Said Ne

Swor

Printer

May 11th

No 7267
Entry
Confirming
Sale

George B
Newton L
Jennie H.
Handley,
ministrator,
Williams

the return
examinati
respects in
and Sale

(71) poles to a Stake in the line of James Swan: Thence South Seven (7) degrees West along said Swans line Ninty-two (92) poles to a Stake in the South line of said Survey 3468: Thence North Eighty-three (83) degrees East one hundred and Seventy-one (171) poles to a Stake in the center of the Marysville and Kenton road: Thence North Seven (7) degrees East Ninty-two (92) poles to the place of beginning, containing Ninty-Eight and Thirty two one hundredths ($98\frac{32}{100}$) acres, More or Less. Excepting from the above, the lots Number Six (6). Seven (7) Ten (10). Twenty one (21) Twenty two (22) Twenty three (23). and Twenty Four (24) in the Town of Summersville, and also five (5) acres conveyed by deed to C.P. Pollard, and Ten (10) acres conveyed by deed to J.L. Denman is also Excepted. which is also included in the above described premises: Also another piece, part of Survey Number 3465. bounded and described as follows:

Beginning in the center of the Marysville and Kenton road, and Northeast corner of the graveyard lot, a Short distance South of the Town of Summersville: Thence North Seven (7) degrees East Sixteen and Eight-tenths ($16\frac{8}{10}$) poles to a Stake in the Center of said road: Thence in a South-Westerly direction Twenty-eight (28) poles to the Center of Bokes Creek. Witnessed by a Stone and black Walnut Stump in the last Mentioned line: Thence down the Center of Said Creek, with the Meanderings thereof to John Potts' North line four and Eight-tenths ($4\frac{8}{10}$) poles to the South-West Corner of said grave Yard lot: Thence with the west line of said lot Eleven and one-tenth ($11\frac{1}{10}$) poles to the North west Corner of said lot: Thence East with the North line of said lot to the beginning. Containing one acre and Eighty-two (82) poles, More or Less.

J. Ed Robinson Sheriff of Union County Ohio
Feb 27th 97

Appraised at $38.00 per acre
Terms of Sale: Cash Davis & Hoskins Attorneys:

Affidavit of Publication

The State of Ohio Union County ss:

S.W. Van Winkle Makes Oath, and Says, that he is the Publisher of the Richwood "Review" a newspaper of general circulation printed in Said County, and that the Notice of Which the annexed is a true Copy was published in Said Newspaper 5 Times beginning on the 27th day of Feb. 1897:

S. W. Van Winkle:

Sworn to and Subscribed before me, this 30th day of March 1897:
R.G. Cook Notary Public

Printers fees $20.25

May 11th 1897: Entry confirming Sale filed

No 7267
Entry
confirming
Sale

George B. Hamilton Plaintiff
Against
Newton Linsley, John T. Handley, Jennie Handley, wife of John T. Handley, Ruben Corogill Administrator, S.H. Jewal, Alice Williams and J.W. Williams Defendants

State of Ohio, Union County.

In the Court of Common Pleas

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 this Court, and the Court, on Careful examination of the proceedings of Said Sheriff, being Satisfied that the Same have been had in all respects in Conformity 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, George B. Hamilton, 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, 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.

The Court further finds that the description of said premises as contained in the Mortgage herein sued on, also as contained in the petition, and the Order of Sale, is ambiguous, and uncertain in this to-wit; That it does not appear plainly, whether, or not the following described part of said premises.

Beginning in the center of the Marysville, and Kenton Road, and Northwest corner of the Grave yard Lot a short distance South of the Town of Summersville; thence North Seven (7) degrees East, Sixteen and Eight-tenths (16 8/10) poles to a Stake in the center of said Road; Thence in a Southwesterly direction, twenty-Eight (28) poles to the center of Bakes Creek, Witnessed by a Stone and black Walnut Stump in the last Mentioned line; thence down the center of said Creek, with the Meanderings thereof, to John Potts, North line, four and Eight Tenth (4 8/10) poles to the Southwest Corner of said grave-yard Lot; Thence with the west line of said Lot, Eleven and one-tenth (11 1/10) poles to the Northwest Corner of said Lot; thence East with the North line of said Lot to the beginning, containing, One (1) acre, and eighty-two (82) poles, More or less, is a tract in addition to the tract first described in said proceedings containing Ninty-Eight, and thirty-two hundredth (98 32/100) acres, or whether the same is to be Excepted from said tract and not to be covered by said proceedings, or sold under the said order of the Court. — 11 v 72 & 83 Petition

The Court finds, after hearing the Evidence thereon, that the said tract containing One (1) acre, and Eighty-two (82) poles was not included in the Mortgage herein sued on; was not intended to be included in the petition filed by the plaintiff; that it forms no part of the lands sold herein by order of the Court, and that the same was intended to be Excepted from the tract first described in the Mortgage herein sued on, and first described in the petition herein filed; the tract from which the same is to be excepted, being described in said proceedings, as containing Ninty-Eight, and thirty-two Hundredths (98 32/100) acres.

It is therefore ordered, and directed that the Sheriff cause said exception to appear plainly, and with certainty in the deed which he is hereby ordered, and directed, to Execute, and deliver to the purchaser at said Sale

It is further ordered that the Clerk cause Satisfaction of the Mortgage given to plaintiff herein sued on, also the Mortgage from Newton Linsley to Reuben Cowgill, Administrator, also the Mortgage given by John T. Handley to Newton Linsley, to be each entered on the record thereof in the office of the Recorder of Muncie

And the Court coming now to distribute the proceeds of the Sale, amounting to Two Thousand, One Hundred, and Seventy three Dollars and Fifty cents ($2,173.50), it is ordered that the Sheriff out of the Money in his hands pay-

1st to the Treasurer of this County, the Taxes, penalty and interest, against said property, To-wit- The Sum of Sixty-five Dollars and Seventy-Seven cents ($65.77)

2nd The costs of this action, taxed at Forty Six Dollars, and Sixteen cents ($46.16)

3rd To the plaintiff George B. Hamilton, the ballance of the Money remaining in his hands, to-wit; The Sum of Two Thousand, and Sixty-one dollars and Fifty-Seven cents ($2,061.57)

And there remaining due to the said George B Hamilton from the said Newton Linsley the Sum of $690.00 it is considered that he recover the same from the defendant Newton Linsley, and Execution is awarded therefor

Attest J. N Gamell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District, of the Court of Common Pleas of the State of Ohio, Before the Honorable, Duncan Dow Judge of Said Court, of the Term of January, to-wit; on the 17th day of February in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore to-wit on the 14th day of December A.D. 1896. S.A. Hoskins filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against George W. Stephens et.al to-wit

S. A. Hoskins: Plaintiff
Against
George W. Stephens; Olive F. Stephens wife of Said George W. Stephens Anthony Parish; Margaret M Parish, Wife of Said Anthony Parish; O.B. Parish: W. H. Ferguson; C.P. Lennox and The Bank of Richwood, Defendants

The State of Ohio, Union County.

In the Court of Common Pleas.

Petition for Money, Sale of Mortgaged lands, and relief

No 7260 Petition

Now Comes the plaintiff, S.A. Hoskins, and for his first cause of action, Says that on the 20th day of September, 1889, the Said defendant, George W. Stephens, Made and delivered to Geo B. Hamilton 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;-

$375.46; Richwood, Ohio, Sept. 20th 1889.

Five years after date I promise to pay to the order of Geo. B. Hamilton, Three Hundred and Seventy-three and 46/100 Dollars, at Bank of Richwood Value received with 7 per Cent interest after due

George W. Stephens

Said Note is Endorsed as follows

I assign the within Note to Adrian College Without recourse

Geo. B. Hamilton

Adrian College, per F. M. Hussey Treas.

Said Note is also Endorsed as follows.

"Sept. 25" 1895. Paid $39.01
"Nov. 27" 1895. Paid $125.00
"March 28" 1896. Paid $100.00
"June 29" 1896. Paid $100.00

That the plaintiff is now the legal owner, and holder of Said promissory Note, that the Same is due, and that no payments have been Made thereon except as Shown by Said endorsements.

That there is now due on Said promissory Note from the Said defendant, George W. Stephens, the Sum of Forty-nine Dollars (49.00) with interest thereon at the rate of Seven (7) per Cent. per Annum from the 29th day of June, 1896, for which amount plaintiff asks Judgment.

Second Cause of Action

Plaintiff for his Second Cause of action Says that on the 20th day of September 1889, the Said defendant George W. Stephens, Made and delivered to Geo B. Hamilton, a certain one promissory Note, a true Copy of which, with all endorsements thereon, is in the words and figures following, To-wit.

$ 437.46; Richwood, Ohio Sept. 20, 1889.

Six years after date I promise to pay to the Order of Geo. B. Hamilton, Four

Hundred and Thirty-Seven and 46/100 Dollars. at the Bank of Richwood. Value received. With 7. per cent. Interest after date.

George W. Stephens,"

Said Note is Endorsed as follows.

"I assign the within Note to Adrian College without recourse.

Geo B. Hamilton.

Adrian College. per T M. Hussey Treas.

That the plaintiff is now the legal owner. and holder of Said promissory Note; that the Same is due, and that No. payments have been Made thereon.

That there is now due plaintiff on Said promissory Note from Said defendant, George W. Stephens, the Sum of Four Hundred. and Thirty-Seven Dollars, and Forty-Six Cents (437 46/100), with interest thereon at the rate of Seven (7) per cent. per annum from the 20th day of September, 1895. for which amount the plaintiff asks Judgment.

Third Cause of Action

Plaintiff for his third Cause of action Says that on the 20th day of September. 1889, the Said defendant, George W. Stephens, Made and deliverd to Geo B Hamilton his certain one promissory Note, a true copy of which, with all endorsements thereon, is in the words and figures. following to wit

$2000.00/100 Richwood Ohio Sept 20th 1889.

Seven years after date I promise to pay to the order of Geo. B. Hamilton, Two Thousand. Dollars. at Bank of Richwood, Value received With 7. per cent interest after September 20th 1895.

George W. Stephens

Said Note is endorsed as follows

"I assign the within Note to Adrian College, without recourse.

George B. Hamilton

Adrian College per T. M. Hussey Treas.

That the plaintiff is now the legal owner, and holder of Said promissory Note. that the Same is due, and that No payments, have been made Thereon.

Plaintiff Says that there is now due him on Said promissory Note from Said defendant, George W. Stephens, the Sum of Two. Thousand Dollars (2000.00), with interest thereon at the rate of Seven (7) per cent. per annum. from the 20th day of September 1895. for which amount the plaintiff asks Judgment.

Fourth Cause of Action

Plaintiff for his fourth cause of action Says that all allegations and averments, made in respect to Said promissory Notes set forth in his first. Second and Third Causes of action are hereby Made a part of this his fourth Cause of action

That in order to Secure the payment of each of Said promissory Notes Set forth in his Said first, Second, and Third Causes of action. and the interest accruing on each of Said Notes. the Said defendant, George W. Stephens, Executed, acknowledged, and delivered to the Said Geo. B. Hamilton his Mortgage deed on the 12th day of February, 1890, and thereby Conveyed to the Said Geo. B. Hamilton, his heirs and assigns. forever, the following described premises, bands, and Tenements- to wit;

Situate in Jackson Township, County of Union, and State of Ohio, and Known as part of Survey No 10708. in Virginia Military District in Said

Jackson Township, Union County, Ohio, beginning at a Stone in the center of the road known as the Eastman Road, Southwest Corner of John Parish's land; Thence with Said road, and with the West line of Said Survey, South, Nine and one-half (9½) degrees, East, one hundred and Twenty-three (123) poles, to a Stone in the center of Said Road; Thence North, Eighty (80) degrees East, one hundred and fifty-five (155) poles to Three Beeches and a Stone in the line of Lot Nine (5), in Said Survey; Thence with the line of Said Lot, Number Five (5) North Nine (9) degrees Thirty (30) Minutes West, one hundred, and Twenty-three (123) poles to a Stone in the center of the road known as the Osborn & Sanders Road; Thence South Eighty (80) degrees West, along Said road, one hundred and fifty-five (155) poles, to the place of beginning containing, One hundred and fourteen (114) acres of land, More or less.

That the Said defendant, Olive E. Stephen, Wife of the Said George W. Stephen joined her Said Husband in the Execution, acknowledgment, and delivery of Said Mortgage deed, and thereby did remise, release, and forever quit-claim unto the Said Geo B. Hamilton, his heirs and assigns forever, all her right and title of dower in and to the above described premises.

That on the 17th day of February, 1890, at 3. o'clock P.M. of Said day, Said Mortgage deed was left for record in the office of the Recorder of Said County, and the Same was duly recorded by him in Volume 28, Page 327, of the Records of Mortgage Deeds, on the 17th day of February, 1890.

Said Mortgage deed has a condition thereunder written, that if the Said George W. Stephens, his assigns, Executors, or Administrators, Shall well and truly pay Said promissory Note, and each of them, and the interes accruing thereon, according to the tenor and Effect of each of Said Notes, then Said Mortgage deed to be Void; otherwise, to be and remain in full force and Virtue in law.

That the Condition of Said Mortgage deed has been broken, and the Same has become absolute, by the Non-payment of the Said promissory note, and the interest accruing thereon.

That the plaintiff by Virtue of Said Mortgage deed has a good and Valid Claim upon the premises therein described, which is the first and best lien thereon.

Plaintiff Says that one of the defendants herein named as the Bank of Richwood, is a partnership formed for the purpose of carrying on a trade, and business within the State of Ohio, and engaged in a banking business, at the Village of Richwood, in Said State.

Plaintiff Says that the defendants, Anthony Parish, Margaret M. Parish, C.B. Parish, W.H. Ferguson, C.P. Lennox, and the Bank of Richwood, each have, or claim to have a lien or liens upon, or other interest, in Said Mortgaged premises, but plaintiff is Unable to State the nature and extent thereof.

Plaintiff prays, that all of the defendants, above named May be Notified of the filing, and pendancy of this petition, and that they may be required to answer the Same, and Set forth Specifically the nature and amount of their respective claims, or liens upon Said Mortgaged premises, if any they have, and the time, or times when the Same attached thereto; or in default thereof, that Said defendants, and each of them, May forever be Barred from asserting any lien upon, or claim against Said premises.

Wherefore plaintiff prays Judgment against the Said defendants, George W. Stephens, for the Sum of Forty-nine Dollars ($49.00), with interest thereon at the rate of Seven (7) per cent, per annum from the 29th day of June, 1896; for the Sum of Four Hundred and Thirty-Seven Dollars and Forty-Six cents ($437.46), with interest thereon at the rate of (7) per cent, per annum from the 20th day of September 1895, and for the Sum of Two

Thousand Dollars ($2000.00), with (7) per cent. interest thereon from September 20th 1895.

And plaintiff further prays that the priority of the several liens on said Mortgaged premises may be Established, that the said premises may be ordered to be Sold according to law, that the proceeds of Such Sale may be Applied (1) to the payment of Taxes, if any are due on Said premises; (2) to the payment of the Costs of this action, and (3) to the payment of the plaintiffs' lien in its proper order of priority; and if Said premises Should not Sell for Sufficient to Satisfy plaintiff's lien, that an Execution issue as upon Judgments at Law for Such unsatisfied balance; That he may have Such other and further relief as Equity may require

S. A. Hoskins By Davis & Hoskins Attorneys

State of Ohio Auglaize County ss:

S. A. Hoskins, being first duly Sworn, Says that he is the plaintiff named in the foregoing petition, and that the matters and things Set forth therein are true, as he verily believes.

S A Hoskins

Sworn to by the Said S. A. Hoskins before me, and Subscribed by him in My presence, this the 15th day of December, 1896.

W. L. Rogers Notary Public Auglaize County Ohio

December 14th 1896: The following Precipe was filed with the Petition To-wit.

No 7260 Precipe

S. A. Hoskins: Plaintiff
Against
George W. Stephens; Olive F. Stephens wife of Said George W. Stephens, Anthony Parish; Margaret M. Parish, Wife of Said Anthony Parish; O. B. Parish W. H. Ferguson; C. P. Lemmon, and the Bank of Richwood: Defendants

The State of Ohio Union County

In the Court of Common Pleas

Precipe

To the Clerk of Said Court

Issue a Summons for the defendant George W. Stephens and Olive F. Stephens, Wife of Said George W. Stephens, directed to the Sheriff of the County of Delaware, State of Ohio returnable according to law.

Endorse: "Action for Money, Sale of Mortgaged lands and relief. Amount Claimed, $49.00 with interest thereon at the rate of 7. per cent. per annum from the 29th day of June, 1896: $487.74 with interest thereon at the rate of 7. per cent. per annum from the 20th day of September, 1895, and $2000.00 with interest thereon at the rate of 7. per cent. per annum from the 20th day of September, 1895.

Davis & Hoskins, Attorneys for Plaintiff

December 14th 1896: The following Summons was issued to the Sheriff of Delaware County Ohio

No 7260 Summons

The State of Ohio
Union County

Summons

To the Sheriff of Delaware County:

You are hereby commanded to notify George W. Stephens, and Olive F. Stephens his wife, that they have been Sued by S. A. Hoskins, in the Court of Common Pleas of Union County, and must answer by the 16th day of January A.D. 1897, or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly:

No 7260 Return of Sheriff on Summons

You

December

The State of
Delaware

Sheriff's Fe
Service &
Docket
Mileage
Copies
Postage
Total

December

No 7260 Return of Union County Sheriff

S. A. Ho

George W.

above En
issuing.
tarily En

C. P. Le
Union Co
James Le
W. H. F
Anthon

January

No 7260 Precipe for Summons

S. A. H

George W.
Wife of Ge
Parish; W
of Said A
W. H. Fe
The Bank of

of Union
Years of
relief;

You will Make due Return of this Summons, on the 28th day of December A.D. 1896;
Witness my hand, and the Seal of Said Court this
14th day of December. A.D. 1896.
J. N. Gazzell Clerk

(Seal)

December 15th 1896: The following return was made on above Summons to-wit.

No 7260
Return of Sheriff on Summons

The State of Ohio
Delaware County ss

Sheriffs Return

Received this Writ December. 14th A.D. 1896. at 1, o'clock P.M. and on the 14th day of December, A.D. 1896: I Served this Writ on the within on the within named defendants George W. Stephens, and Olive E. Stephens his wife, by delivering to them each personally, a true and duly Certified copy of this writ, with all the Endorsments Thereon

Stephen P. Thrale. Sheriff

Sheriffs Fees		
Service & Return		65
Docket		10
Mileage		16
Copies		50
Postage		04
Total	$1	45

December. 26th 1896: The following Waiver of Service was filed with the Clerk to-wit

No 7260
Waiver of Service

S. A. Hoskins: Plaintiff
against
George W. Stephens et al
Defendants

State of Ohio, Union County.
In the Common Pleas Court.
Waiver of Service

Now Comes the Undersigned, parties defendants, in the above Entitled action, in the Union County Common Pleas Court, and hereby waive the issuing, and Service of Summons upon them, and each of them, therein, and Voluntarily Enter their appearance as Such defendants in Said Cause

O. P. Lemay;
James Cutler Exs. as to the Stephens Judgment;
James Cutler Exr as to the Parish Judgment;
W. H. Ferguson as to Judgment vs B. Parish
Anthony Parish; Margaret M Parish;

Bank of Richwood
Bank of Richwood
O.B. Parish Lemay.

January 4th 1897: The following Precipe was filed with the Clerk To-wit

No 7260
Precipe for Summons

S. A. Hoskins: Plaintiff
against
George W. Stephens; Olive E. Stephens Wife of George W. Stephens. Anthony Parish; Margaret M. Parish, Wife of Said Anthony Parish; O.B. Parish; W. H. Ferguson O. P. Lemay and The Bank of Richwood; Defendants:

State of Ohio Union County
In the Court of Common Pleas

Precipe

To the Clerk

Issue Summons to the Sheriff of Union County, Ohio. for the defendant, O.B. Parish. a minor over fourteen Years of age;— Endorse:— "Action for money, Sale of Mortgaged Lands, and relief; Amount claimed $49.00, with interest at the rate of 7. per cent. per annum

from the 29th day of June, 1896: for the Sum of $437.46, with interest thereon at the rate of 7. per Cent. per annum from the 20th day of September, 1895. and for the Sum of $200.00 Dlls, With 7. per Cent. Interest Thereon from September 20th 1895" Returnable according to law

Davis & Hoskins Attorneys for Plaintiff

January 4th 1897: The following Summons was issued to the Sheriff To-wit

No 7260 Summons

The State of Ohio Union County

Summons

To the Sheriff of Union County

You are hereby Commanded to. Notify O.B. Parish a Minor over (14) years of age that he has been Sued by S.A. Hoskins in the Court of Common Pleas of Union County, and Must Answer by the 6th day of February. A.D. 1897; or the petition of the said plaintiff 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. 1897.

Witness My hand, and the Seal of said Court This 4th day of January A.D. 1897

(Seal)

J.M. Gamble Clerk.

January 9th 1897: The following return was Made on the above Summons To-wit

No 7260 Sheriffs Return on Summons

The State of Ohio Union County

Sheriffs Return

Sheriffs Fees:		
Service & Return		50
Mileage	4	00
Copy		15
Total	$ 4	65

Received this writ Jan 4th A.D. 1897; at 10 o'clock A.M. and Served Same by handing a true Copy of this writ with the endorsements thereon to O.B. Parish personally on the 8th day of January 1897.

J. Ed Robinson Sheriff of Union Co Ohio

February 17th 1897: The following Entry was filed with the Clerk To-wit.

No 7260 Entry

S.A. Hoskins:--- Plaintiff

against

George W. Stephens; Olive T. Stephens wife of said George W. Stephens; Anthony Parish; Margaret M. Parish, wife of Said Anthony Parish; O.B. Parish; W. H. Ferguson. C.P. Lemmon, and the Bank of Richwood; -Defendants

State of Ohio Union County

In the Court of Common Pleas

Journal Entry

February 17th 1897; This Cause now coming on for hearing on the petition of the Plaintiff, and the evidence, the Court finds that the defendants. George W. Stephens, and Olive T. Stephens. Wife of the Said George W. Stephens, have been duly Served with Summons in this Cause, and that they, and Each of them, are in default for answer and Demurer, and that the allegations of the petition are hereby confessed

by them, and each of them to be true,

The Court further finds that the Defendants Anthony Parish Margaret M. Parish Wife of the Said Anthony Parish, O.B. Parish, W.H. Ferguson, C.P. Lennox, and the Bank of Richwood, have each waived the issuing and Service of Summons in Said Cause, and have Voluntarily entered their appearance therein in Writing, and that each of Said defendants is now legally, and properly before the Court.

The Court further finds that there is due the plaintiff, S.A. Hoskins, from the defendant, George W. Stephens, on the promissory notes Set forth in his petition, with interest to the 17th day of February, the Sum of Two Thousand, Seven Hundred and Thirty three Dollars (2733^{00}).

The Court further finds, that in order to Secure the payment of Said Notes, the defendants, George W. Stephens, and Ohive E. Stephens, his Wife, Executed, and delivered to George B. Hamilton their certain Mortgage, as in the petition described, and on the premises described, and on the premises described; that Said Mortgage was duly recorded in Book 28, Page 327, of the Records of Mortgages, of Union County, Ohio, and is the first and best lien on the premises described in the petition, and that the conditions in Said Mortgage have been broken,

The Court further finds that the promissory Notes Set forth in plaintiffs petition were duly and legally assigned by the Said George B. Hamilton to Adrian College, with recourse, and that Said Notes were afterwards duly assigned by Said Adrian College to the plaintiff, S.A. Hoskins, and that the Said plaintiff, S.A. Hoskins, is now the legal owner, and holder of each, and all of Said Notes Set forth and described in his Said petition

It is therefore considered by the Court, that the plaintiff, S.A. Hoskins, recover from the defendant, George W. Stephens, the Sum of Two Thousand, Seven Hundred and, Thirty-three Dollars (2733^{00}) and his costs herein expended

It is further adjudged, and decreed, that Unless the defendant, George W. Stephens, Shall, within two (2) 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 17th day of February, 1897, at Seven (7) per cent, per Annum, 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 County, Ohio, directing him to appraise, advertise, and Sell Said premises as upon execution, and report his proceedings to this Court for further Order

And good Cause being Shown therefore, publication in a German Paper is hereby dispensed With.

Approved Dec 0 Judge.

February 28th 1897; Answer of Margaret M. Parish filed as follows, To-wit

No 7260
Answer of
Margaret
M. Parish

S.A. Hoskins Plaintiff
vs
George W Stephens and
Others = Defendants

Court of Common Pleas Union County Ohio

Answer of Margaret M. Parish

Margaret M. Parish one of the defendants above named, Now comes, and by leave of the Court files her answer and Says, that She is the wife of the defendant Anthony Parish, who is the Real owner of the premises described in plaintiffs, Petition; That Said premises were purchased from the defendant

George W. Stephens and his wife Alice F. by said Anthony Parish, and this defendant on or about the day of 18 : that said defendant Anthony Parish, and this defendant offered the payment of a large amount of Money. Secured by Mortgage on the lands in Plaintiffs petition described, and that since said purchase aforesaid the said defendant Anthony Parish and his said wife, this answering defendant, have paid a large amount of the purchase Money of said farm. and further this defendant says that she never parted with any portion of her dower rights in said premises - She therefore claims, dower in all of said premises, and prays the Court that of said premises be Sold. that her right of dower in all of said premises be Probated, and paid to her as Under the Statute She is entitled.

F. T. Lithen Attorney for Margaut M. Parish

The State of Ohio
Union County

Margaut. M. Parish the above defendant named, being first duly Sworn Says, that the facts and allegations in her above answer are true as She verily believes.

Margaut M. Parish.

Sworn to before me and Signed in my presence by Margaut M. Parish this 22nd day of February. 1897.

Chas E. Trupp Justice of the Peace
Marion County O

No 7260
Motion of the Appointment of Guardian ad Litem

February 24th 1897. Motion for the appointment of Guardian ad Litem filed to-wit

S. A. Hoskins Plaintiff
against
George W. Stephens, et. al. Defendants

In the Court of Common Pleas.
Motion of Plaintiff for the Appointment of Guardian ad Litem

Now comes S. A. Hoskins, plaintiff, in the above action, and Says, that Since the filing the petition in said cause it has come to his knowledge, that the defendant O.B. Parish is a Minor over fourteen (14) years of age

Plaintiff further Says that he is informed, and believes that the said Minor defendant O.B. Parish has Some interest in, or lien upon the premises Set out, and described in plaintiffs petition, the exact nature, and extent of which is to this plaintiff Unknown. But plaintiff avers that whatever lien Said Minor May have in Said premises arises by reason of a certain Mortgage executed, on or about the 3rd day of January 1894, by Anthony Parish to the Said O. B. Parish, Said Mortgage being recorded in Volume 82. Page 433. of the Record of Mortgages in Union County, Ohio. and the consideration named in Said Mortgage being, Two Thousand Dollars ($2000.00), due in five (5) years from Said 8th day of January, 1894.

Said plaintiff avers that Said lien is Subsequent to and inferior to Plaintiffs lien.

Plaintiff further avers that the Said O. B. Parish, Minor, over fourteen (14) years of age, has been duly Served with Summons in this cause; that Said Summons has been duly returned by the Sheriff Serving the Same for more than twenty (20) days, and that Said Minor defendant has neglected to apply to this Court for the Appointment of a Guardian ad Litem, or to take any Steps for the protection of Whatever lien the Said Minor Might have

Plaintiff Therefor Moves the Court to appoint a Guardian ad-Litem for Said Minor defendant Arzen A. Parish in this Cause, and that Said Guardian ad Litem be given leave within a reasonable time to Set Up Whatever Claim or Lien Said Minor defendant may have Upon Said premises,

The plaintiff Suggests as a Guardian ad Litem in Said Cause the name of J. E. Griffith Esq.

S. A. Hoskins By. Davis & Hoskins.

State of Ohio
Auglaize County

S. A. Hoskins, being duly Sworn, says that he is the plaintiff named in the above action, and that the allegations contained in the foregoing Motion are true as he verily believes.

S. A. Hoskins.

Sworn to and Subscribed before me by the Said S. A. Hoskins, this the 22nd day of February, 1897.

(Seal) Rufus B. South Notary Public.

February 24th 1897: The following Entry was delivered to the clerk and filed

No 7260
Entry of Appointment of Guardian ad Litem

S. A. Hoskins: Plaintiff:
Against
George W. Stephens et al: Defendants

State of Ohio Union County
In the Court of Common Pleas
Journal Entry

It appearing to the Court that the defendant O. B. Parish is a Minor over fourteen (14) years of age and that he has neglected for more than twenty (20) days from the return of Summons Served Upon him, to apply for a Guardian ad Litem: on Motion of the plaintiff, J. E. Griffith is hereby appointed Guardian ad Litem for the Suit for the Minor defendant with leave to answer on or before March 20th 1897.

And now comes J. E. Griffith, and in open Court accepts Said appointment.

February 24th 1897: Answer

No 7260
Answer of Guardian ad Litem

S. A. Hoskins Plaintiff
Vs
George W. Stephens and Others. Defendants

of Guardian ad Litem filed

In the Court of Common Pleas Union County Ohio

Answer of J. E. Griffith Guardian ad Litem of O. B. Parish

O. B. Parish, Minor defendant, by J. E Griffith, his Guardian ad Litem by way of answer and Cross Petition Says that on the 8th day of January, 1894, Said defendant Anthony Parish executed and delivered to O. B. Parish his certain promisary note, dated January 8th 1894 for the Sum of Two Thousand (2000.00) Dollars, with interest from date at 7 per cent payable annually, payable to the Order of O. B. Parish, and due five years after date.

That in order to Secure the payment of Said Note the Said Anthony Parish Executed and delivered to Said O. B. Parish a Mortgage of Even date with Said Note Upon the premises described in the Petition: That on the 4th day of January 1894, at one o'clock P.M. Said Mortgage was delivered to the Recorder of Union County Ohio; and was, on the 11th day of January, 1894, duly recorded in Book 32, pages 443 and 444, of the Mortgage Records of Said County.

In Said Mortgage it was provided that Should the Said Anthony Parish

pay, or cause to be paid, the Note above refered to, then to be Void, otherwise to be and remain in full force and Virtue in Law forever,

This Defendant Says that no part of the Sum Mentioned has been paid, and that there is now owing the Said O. B. Parish thereon the Sum of Two Thousand Dollars with interest at Seven per cent, payable annually, from the 3rd day of January, 1894,

Therefore this Defendant prays that Said Premises May be Sold, and Said debt and interest of Said O. B. Parish be paid in full out of the proceeds of the Sale in the Order of its First priority, and that he may have all other and proper relief

J. E. Griffith Guardian ad Litem
of O. B. Parish

State of Ohio
Union County ss

J. E. Griffith being duly Sworn Says that he is the Guardian ad Litem of the defendant O. B. Parish, a Minor, and that he believes the allegations in the foregoing pleadings are true.

J. E. Griffith Guardian ad Litem

Sworn to and Subscribed before me this 24th day of February A.D. 1897.

Seal

J. M. Gorrell Clerk of Court

February 20th 1897. The following Order of Sale was issued. to-wit-

The State of Ohio
Union County ss

Order of Sale

No 7260
Order of Sale

To the Sheriff of Said County Greeting

Whereas at a Court of Common Pleas, holden at the Court House in Marysville in Said County of Union, on the 17th day of February, 1897, S. A. Hoskins obtained a Judgment and decree against George W. Stephens for the Sum of Two Thousand Seven Hundred and thirty Seven Dollars, and Twenty and 66/100 Dollars, Costs of Suit: And Whereas it was then and there, by Said Court, ordered, adjudged, and decreed, that the Said George W. Stephens within two days from the 17th day of February A.D. 1897, pay unto the Said S. A. Hoskins the Said Sum of Two Thousand Seven hundred and thirty three; Dollars with interest from the 17th day of February 1897; and costs aforesaid; and on default to pay the Same, that an order of Sale issue to the Sheriff of Said County, Commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to Sell the real estate described in the Plaintiff's Petition &c..; And Whereas the two days aforesaid have fully expired, and the Said Sum of $2733.66 Dollars, and costs aforesaid have not been paid, or any part thereof, as appears to us of record-

We therefore Command you, that you proceed, forthwith and delay, to appraise, advertise and Sell according to the Statute regulating Judgments and Executions at law the following lands and Tenements:

Situate in Jackson Township, County of Union, and State of Ohio, and known as part of Survey No 10408, in Virginia Military District in Said Jackson Township Union County Ohio:- Beginning at a Stone in the center of the road known as the Eastman road, Southwest corner of John Parish's land; Thence with Said road, and with the west line of Said Survey, South Nine and one half (9½) degrees East, one hundred and Twenty three (123) poles to a Stone in the center of Said road; Thence North Eighty (80) degrees East One hundred and fifty five (155) poles, to three Beeches, and a Stone, in the line of lot five (5) in Said Survey

Sheriff's Return on Order of Sale

Sheriff's Fee
Service
Levy
Sum: Appr
Swear Appr
conveying Appr
Writing Appris
Copy of Appris
Notice to Partie
Writing Notice
Mileage
Return
Total Sheriff's
Appraisers Fee
Entitle Fees

And Whereas
Inquiries
Notice. I. A
proceed to
S. A. Ho
Dollars,
and Said
there pub
Sum of

Thence
West. One h
the B&Com
One Hund
and Twelve
We there
into speci
Real Estate
of Such Sa
Specified
Common

April 8th

The State o
Union Co

Thence with the line of Said Lot Number five (5) North Nine (9) degrees Thirty (30) Minutes West. One hundred and twenty three (123) poles to a Stone in the center of the road known as the Osborn and Sanders road; Thence South Eighty (80) degrees West along Said road One hundred and fifty five (155) poles to the place of beginning containing One Hundred and Fourteen (114) Acres of Land 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 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 20th day of February A.D. 1897

Seal

J M Gamble Clerk

April 8th 1897. The following Return was made by the Sheriff on Order of Sale to-wit

The State of Ohio, Union County ss

Sheriffs Return

No 7260 Sheriffs Return on Order of Sale

Sheriffs Fees:		
Service		25
Levy		25
Sum: Apprs	1	20
Sworn Apprs		25
Conveying Apprs	1	00
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage	4	00
Return		25
Total Sheriffs	$ 8	20
Appraisers Fees	$ 3	00
Printers Fees	$15	25

In obedience to the Command of the Order of Sale hereto annexed, I did on the 22nd day of February 1897 Summons J. M. Wickenger S. T. Chapman and C. S. Cheney three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the Lands and Tenements therein described, upon actual view, and afterward, on the 22nd day of February A.D. 1897 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 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. And on the 27th day of February 1897 I caused to be advertised in the Richwood Review (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 3rd day of April A.D. 1897 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: Three Consecutive weeks; and in pursuance to Said Notice I did on Said 3rd day of April A.D. 1897 at the time and place above Mentioned proceed to offer Said lands and Tenements at public Sale, and then and there came S. A. Hoskins who bid for the Same the Sum of Thirty Eight Hundred and Fifty Dollars, and Said Sum being More than two-thirds of the appraised Value thereof, and Said S. A. Hoskins 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 Eight Hundred and Fifty Dollars

J. Ed. Robinson Sheriff

March 30th 1897: Notice of Sheriffs Sale and Affidavit of Publication filed to-wit

No 7260
Sheriffs Sale

S. A. Hoskins
vs
George W. Stephens, et. al

On Order of Sale

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 for Sale at the north door of the Court House in Marysville Ohio. on Saturday April 8th 1897; at or about the hour of one o'clock P. M; on said day, the following described real Estate to-wit; Situate in Jackson Township, County of Union and State of Ohio, and known as part of Survey No 10408 in Virginia Military District in said Jackson Township, Union County, Ohio

Beginning at a Stone in the center of the road known as the Eastman road. South-west corner of John Parish's land; Thence with said road, and with the west line of said Survey, South nine and one-half (9½) degrees East One Hundred and Twenty three (123) poles, to a Stone, in the Center of Said Road; Thence North Eighty (80) degrees east one hundred and fifty-five (155) poles to three beeches, and a Stone in the line of Lot five (5) in Said Survey; Thence with the line of Said Lot Number five (5) North Nine (9) degrees thirty (30) Minutes, west one hundred and Twenty-three (123) poles to a Stone in the Center of the road known as the Osborne and Sanders Road; Thence South Eighty (80) degrees West along Said road, one hundred and fifty five (155) poles to the place of beginning Containing one hundred and fourteen (114) acres of land. More or less.

Appraised at $3420.00
Terms of Sale Cash

J. Ed Robinson Sheriff
of Union County Ohio

Davis & Hoskins Attorneys Feb 27"

Affidavit of Publication

No 7260
Affidavit of Publication

The State of Ohio, Union County ss:

S. W. Van. Winkle Makes Oath and Says, that he is the publisher of the Richwood News a newspaper of general circulation printed in Said County, and that the Notice of which the annexed is a true copy, was published in Said Newspaper five times beginning on the 27th day of Feb. 1897:

S.W. Van. Winkle.

Sworn to Subscribed before me this 30th day of March 1897
Printers Fees $15.25

R. G. Cook Notary Public.

No 7260
Journal Entry of Confirmation of Sale

May 11th 1897: The following Entry Confirming Sale was filed as follows To-wit

S. A. Hoskins — Plaintiff
Against
George W. Stephens; Olive E. Stephens, Wife of Said George W. Stephens, Anthony Parish, Margaret M. Parish, Wife of said Anthony Parish, O. B. Parish, W. H. Ferguson, C. P. Lemmon, and the Bank of Richwood — Defendants

State of Ohio, Union County.

In the Court of Common Pleas

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 this Court, and the Court, on Careful examination of the proceedings of Said Sheriff

being Satisfied that the Same have been had in all respects in Conformity 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. Hoskins, 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, in Said premises, So far as they may be Said herein, for the protection of his title, and a writ of possession is awarded to put Said purchaser in possession of Said premises.

The Court further finds that the defendant O.B. Parish, is a Minor over Fourteen (14) years of age; that he has been duly Served with Summons in Said Cause, and that he failed for More than twenty (20) days after the Service of Said Summons to Make Application to this Court for the Appointment of a Guardian ad Litem, and that because of Said failure J. E. Griffith has heretofore been Appointed Guardian ad. Litem for Said Minor defendant; that the Said Guardian ad Litem has filed the answer and Cross-Petition of the Said Minor defendant herein, and that Said Minor defendant is now properly and legally before the Court, and has a Valid and Subsisting lien upon the fund arising from the Sale of Said premises, if the Same Should be Sufficient to pay the prior liens thereon.

It is further ordered that the Clerk cause Satisfaction of the plaintiff's Mortgage herein Sued on, and also of the Mortgage of the Said Minor defendant, O.B. Parish, to be entered on the records thereof in the Office of the Recorder of Union, County, Ohio.

And the Court Coming now to distribute the proceeds of Said Sale, amounting to $2850cc it is ordered that the Sheriff out of the Money in his hands, pay.-

1st To the Treasurer of this County, the Taxes, penalty, and interest against Said property, to-wit: the Sum of $19.58;

2nd The amount of the Tax title held against Said premises, by George B. Hamilton to-wit: the Sum of $259.50.

3rd The costs of this action, including $10cc, as a Guardian ad Litem fee, to J.E. Griffith Taxed in all at $58.11.

4th To the plaintiff, S.A. Hoskins, the balance of the Money remaining in his hands, to-wit the Sum of $2512.81.

And there Still remaining due to the Said S.A. Hoskins the Sum of $280.80, it is Considered that he recover the Same from the defendant George W. Stephens, and execution is awarded therefor.

The Court further finds that after the distribution of the proceeds of Said Sale, as above designated, that Said fund has been totally exhausted; that no part of Said fund remains to apply upon the liens of any of the other defendants in this Cause.

It is therefore ordered that the Mortgage lien of the defendant, O.B. Parish, and the liens of whatever nature, or kind claimed by the defendants, W.H. Ferguson C.P. Kenoy, and the Bank of Richwood, &c, and the Same are hereby Cancelled, Set aside and Made absolutely Void, So far as they may affect the premises described in plaintiffs petition

Attest J.M. Gomal Clerk

Pleas Continued, and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District, of the Court of Common Pleas of the State of Ohio. Before the Honorable. Duncan Doo Judge of Said Court, of the Term of January - To-Wit; on the. 5th day of January. in the year of our Lord. one Thousand Eight Hundred and Ninety Seven.

No 7223
Petition

Be it remembered that heretofore. To-wit. on the 6th day of October A.D. 1896. Amos. H. Kling filed in the Clerks Office of the Said Court of Common Pleas. the following Petition against. Fredrick Oehler, et. al.

Amos. H. Kling:---------Plaintiff
Against
Fredrick Oehler, Polly. Oehler. wife of Said. Fredrick Oehler. John. C. Guthrey. James. B. Guthrey. and J. S. Cox. Threshing Machine. Company. a Corporation; Defendants

In the Court of Common Pleas
Union County Ohio

Petition

The plaintiff. Amos H. Kling. Says that on the first day of January. A. D. 1895. the defendant. Fredrick Oehler. executed. and delivered to the defendants, John D. Guthery. and James B. Guthrey. his promissory note of Said date. (a copy of Which. with all indorsements thereon. is hereby attached. and Marked Exhibit "A"). and thereby promised to pay to Said Defendants. the Sum. of $1600.00. in five years after date. with interest at 8. per Cent. per annum. from date. until due. payable. annually. and 8 per cent. after Maturity. Upon principal. and Upon due. and unpaid interest; That afterward the Said payees of Said promissory. Note for a good and Valuable. Consideration. Sold and transfered. Said promissory Note to this plaintiff. Said Transfer being made by indorsment. thereon in the words and figures following Viz: "Pay A. H. Kling, or order, waiving demand and notice. with benefit of Mortgage." Signed." John. D. and. James B. Guthery;. That Plaintiff is now the bona-fide owner. and holder of Said Note; That on the 1st day of January. A. D. 1896. there became due upon Said Note. for interest thereon. the Sum of $128.00. Which Sum according to the terms of Said Note bears interest from the Said January 1st 1896. at 8% per annum; that Said interest is due. and unpaid. except that there has been paid thereof. by the defendants John D. Guthery. and James. B. Guthery. the Sum of $80.00. Which was paid on the 7th day of September. A.D. 1895; and that there is now due and unpaid the Sum of $174.99. with interest thereon. at 8% per annum. from the 7th day of September. A. D. 1896.

The plaintiff further says that on the 5th day of March. A. D. 1895; the Said Fredrick. Oehler. and his wife. Polly Oehler. in order to Secure the payment of the aforesaid promissory Note executed and delivered to the payees of Said Note, the defendants. John D. Guthery. and James B. Guthery. their Mortgage deed of the following described real Estate Situate in the Township of Washington. County of Union. and State of Ohio; and known as being in Survey No 7870;.

Beginning at a Stake from which a beech 8. inches in diameter bears N. 74. degrees W. 9 links. and an ironwood 4 inches in diameter bears S. 86. and 1/2 degrees E. 11. and 3/4 links. the Same being. Wrights N. W. Corner: Thence. S. 10 and 1/2 degrees E. 108. and 7/10 poles to a Stake from which a Hickory. 8. inches in diameter bears N. 33 degrees W. 147. and 7/10. to a Stake from which a beech 20. inches in diameter bears N. 60. degrees W. 25. links; Thence N. 10 1/2 degrees W. 108 3/10. to a Small wild Cherry; Thence N. 79 1/2. degrees. E. 147. 72/100. poles to the place of beginning. Containing One hundred (100) acres More or less.

Said Mortgage deed Conveyed the title to Said land to the aforesaid Mortgagers

No 7223
Exhibit
"A"

$1600.00

their heirs and assigns in fee Simple. Subject to the following conditions therein. written Viz:

Provided, Nevertheless. That Fredrick Oehler. and Polly Oehler (his wife) Shall pay or Cause to be paid a certain Note calling for $1600.00. dated Marion Ohio. January. 1st 1895. due in five years from date. drawing interest at 8% per annum until due payable annually. and 8% after Maturity. Upon due and unpaid interest; and Signed Fredrick Oehler. and payable to John D. and James B. Guthery or bearer. then these presents Shall be Void;

Said Mortgage deed was filed for record on the 9th day of March, 1895. at 8. O'Clock. A. M: in the Recorders Office of Union. County. Ohio. and afterwards duly recorded in Book No. 35 Pages 244 and 245. of the Mortgage Record of Said County. and is the first and best lien on the premises therein described. The Said Mortgagee assigned Said Mortgage to this plaintiff in the words following: For Value received this Mortgage is assigned to. Amos H. Kling

John D. and James B. Guthery.

The plaintiff further Says that Said Fredrick Oehler. and Polly Oehler his wife. did not pay the interest upon the promissory Note described in Said Mortgage. according to the Condition of Said Mortgage. and that there is now due of Said interest the Sum of $74.22. with interest thereon at 8% per Annum from September 7th. 1896. by reason of which the Condition of Said Mortgage has been broken. and this plaintiff is Entitled to a foreclosure thereof.

The defendant. the J. I. Case Threshing Machine Company. is a Corporation and Claims to have Some interest in. or lien upon the real Estate herein described.

The Said defendants. John D. Guthery and James B. Guthery. are indorsers upon the note herein described. and liable to this plaintiff as. Such.

Wherefore. plaintiff prays that an account of the amount due plaintiff upon Said Note. and Mortgage. may be taken by the Court. and the defendant. Fredrick Oehler. ordered to pay the Same. within a time to be fixed by the Court. and that in default of Such payment. together with the costs of this action. the aforesaid Mortgage may be foreclosed. and the proceeds of Such Sale. applied to the liens upon Said real Estate according to their priority; that the defendant. The J. I. Case Threshing Machine Company. be required to Set Up any interest it may Claim in. or lien upon. Said real Estate. that the priority of liens be fixed by the Order of the Court; and that in case of Sale the present Value of the Note herein described be found. and if the Same be not fully paid from the proceeds of the Sale of the premises herein described. that plaintiff may have judgment. against the defendants. Fredrick Oehler. as maker. and John D. Guthery. and James B. Guthery. as indorsers. for the Amount remaining Unpaid. and for all proper relief.

J. F. McNeal & Sons. Attorneys for Plaintiff.

State of Ohio Marion County, ss

Amos H. Kling being duly Sworn. Says the facts Stated. and the allegations contained in his foregoing petition. are. as he believes. true

Amos. H. Kling.

Sworn to before me and Subscribed in my presence this 5th day of October 1896

(Seal)

Frank J. Kelleher Notary Public

No 7223
Exhibit "A"

Exhibit "A" Secured by Mortgage

$1600.00

Five years after date for Value received. we Jointly and Severally promise to pay John D. & James B. Guthery or order bearer. at Marion. Ohio. Sixteen hundred Dollars with interest at 8. per cent per annum from date until due payable annually. and 8. per cent. after Maturity. Upon principal and Upon due and unpaid interest

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 costs, in favor of the payee, legal holder, Indorsee, or Assignee hereof. and release all errors which may occure in the rendition of Such Judgment, And we also release the right of Appeal, the Stay of Execution, and the benefit 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 this 1st ady of January 1896

Dan P. O Bythalia Union County Ohio

Fredrick Oehler

October 6th 1896: The following Waiver of Summons was filed To-wit

No 7223
Waiver of Summons.

Amos H. Kling: ..... Plaintiff
against
Fredrick Oehler, Polly Oehler, wife of Said Fredrick Oehler, John D. Guthery, James B. Guthery, and the J. J. Case Washing Machine Company: Defendants

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

Waiver of Summons and Entry of Appearance.

The Undersigned defendants above named, hereby Waives the issuing and Service of Summons herein, and Enter our appearance herein.

John D. Guthery
James B. Guthery

October 6th 1896: The following Precipe was filed with the Clerk To-wit

No 7223
Precipe

Amos H. Kling Plaintiff;
vs
Fredrick Oehler et al Defts

Precipe
Clerk of Courts of Union County Ohio

Issue Summons for the defendants, Fredrick Oehler, and Polly Oehler, to the Sheriff of Union County, Ohio, returnable according to law.

October 6th 1896: The following Summons was issued and delivered to the Sheriff. To-wit.

No 7223
Summons

The State of Ohio
Union County

Summons

To the Sheriff of Union County:

You are hereby commanded to Notify Fredrick Oehler and Polly Oehler that they have been Sued by Amos H. Kling in the Court of Common Pleas of Union County, and must answer by the 7th day of November A.D. 1896:. or the petition of the said plaintiff 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. 1896

Witness My hand and the Seal of said Court this 6th day of October A. D. 1896

J. N. Gosnell Clerk.

October 14

The State
Union Co

Sheriffs Fe
Service & Rel
Mileage
Copies
Total

October 9th

No 7223
Sheriffs Return on Summons

Amos H.

Fredrick O
Fredrick O
B Guthery
Washing Co

the issuing

January 5

No 7223
Entry of decree

Amos H.

Fredrick O
Said Fredo
James B.
Washing M

Mc Neal
The defend
and J. J. C
and the
premises
appearance
plaintiff
Oehler, h
James B.
premises
Book 35,
is the fi
that Said
Secured
is not ye
for inter
that the

October 14th 1896: The following return was Made on Summons and filed To-wit

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees:		
Service & Return		65
Mileage	4	14
Copies		30
Total	$ 5	11

Received this writ October 7th A.D. 1896: at one O'Clock P.M; and Served Same by handing a true copy of this writ with the indorsements thereon to Polly Oehler personally, and to Fredrick Oehler by leaving a Copy at his usual place of residence on the 12th day of October 1896.

Wm G. Snodgrass Sheriff

October 9th 1896: The following Waiver of Summons was filed with the clerk To-wit.

No 7223
Sheriff Return on Summons

Amos H. Kling:..... Plaintiff
against
Fredrick Oehler, Polly Oehler Wife of Said Fredrick Oehler, John D. Guthery James B Guthery, and The J.I. Case Threshing Machine Company:- Defendants

In the Court of Common Pleas
Union County Ohio

Waiver of Summons; and
Entry of appearance.

The Undersigned defendants named, hereby waives the issuing and Service of Summons herein, and enter our appearance herein.

J.I. Case Threshing Machine Company
By Chas H Mitchell asst Secretary

January 5th 1897: The following Entry of decree was filed To-wit

No 7223
Entry of decree

Amos H. Kling:..... Plaintiff
against
Fredrick Oehler, Polly Oehler Wife of Said Fredrick Oehler, John D. Guthery James B. Guthery, and The J.I. Case Threshing Machine Company: Defendants

In the Court of Common Pleas of
Union County Ohio.

Finding and Decree of Foreclosure

This day came the plaintiff, by his Attorneys J.F. McNeal & Sons, and thereupon this Cause came on to be heard upon the petition, the defendants, Fredrick Oehler, Polly Oehler, and John D. Guthery, James B. Guthery and J.I. Case Threshing Machine Company being in default for answer or demurrer, and the evidence and was argued by Counsel, and the Court being advised in the premises do find that all of the defendants have either Voluntarily Entered their appearance, or have been Served with Summons herein; that the allegations of the plaintiffs petition are true; that the defendants, Fredrick Oehler, and Polly Oehler, his wife, Executed, and delivered to the defendants, John D. Guthery, and James B. Guthery, the Mortgage deed in the petition described, and upon the premises in the petition described: That Said Mortgage was duly recorded in Book 35, pages 244 and 245 of the record of Mortgages of Union County, Ohio, and is the first and best lien on the premises therein, and in the petition described; that Said Morgagees, for Value, Sold, and assigned Said Mortgage, and the note Secured thereby to the plaintiff, Amos H. Kling: that the principal of Said note is not yet due, but there is now past due to the plaintiff the Sum of $76.96, being for interest due, and unpaid thereon, which Sum will bear interest from this date; that the Condition of defeasance of Said Mortgage has been broken, and that the

Said plaintiff is entitled to have defendants Equity of redemption foreclosed.

It is therefore Considered and decreed that Unless the said defendants, Fredrick Oehler and Polly Oehler, Shall, within five days after 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 $76.26. with interest at Eight per cent. from this date, according to the terms of said Mortgage deed, that defendants Equity of redemption be foreclosed, and said premises Sold, and an order of Sale Shall issue to the Sheriff of Union County, Ohio, directing him to Sell said premises as upon Execution, and bring the proceeds into Court per its further order.

No 7223 Sheriffs Return on Order of Sale.

March 6

The State o
Union Co

Sheriffs Fe
Servic
Levy
Sum. Appr
Swearing Ap
Writing Appr
Copy of Appr
Notice to Pa
Writing Not
Mileage
Poundage
Return

Total Sheriff
Appraisers F
Printers Fe

for More
Pursuant
Mentione
James B.
Dollars,
James B.
Sold, and
and, Seve

January 28th 1897. Order of Sale issued and delivered to the Sheriff of Union County Ohio.

No 7223
Order of Sale

The State of Ohio
Union County ss

Order of Sale

To the Sheriff of Said County—Greeting

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in Said County of Union, on the 5th day of January 1897. Amos H. Kling obtained a Judgment, and Decree against Fredrick Oehler and Polly Oehler for the Sum of Seventy Six (76 26/100) Dollars, and Fifteen 27/100 (15 27) Dollars, Cost of Suit

And Whereas, it was then, and there, by Said Court ordered, adjudged, and decreed, that the Said, Fredrick Oehler, and Polly Oehler, within, five, days from the 5th day of January, A.D. 1897, pay Unto the Said Amos H. Kling, the Said Sum of Seventy Six 76/100. (76 26/100) Dollars, with interest from the 5th day of January 1897, and Costs aforesaid; and, on 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 five days aforesaid have fully expired, and the Said Sum of Seventy Six 96/100 (76 96). Dollars, and Costs aforesaid, have not been paid or any part thereof, as appears to us of record.

We therefore Command you, that you proceed without delay, to appraise, advertise and Sell according to the Statute regulating, Judgments, and Executions, at law, the following lands, and Tenements, Situate in Union County Ohio, and in the Township of Washington, and known as, being in Survey No. 9895: Beginning, at a Stake from which a beech 8 inches in diameter bears N. 74 W. 9. links, and an ironwood 4 inches in diameter bears S. 86 1/2 E. 11 3/4 links, the Same being Witness, N. & W. Corner; Thence S. 10 1/2 E. 108 7/10 poles to a Stake from which a hickory 8 inches in diameter bears N. 33 W. 147 79/100. to a Stake from which a beech, 20 inches in diameter bears N. 60 W. 25 links; Thence N. 10 1/2 W. 108 3/4 - to a Small Wild Cherry; Thence N. 79 1/2 E. 147. 79/100. poles to the place of beginning, Containing One Hundred (100) Acres More or Less

We Therefor Command you; that you proceed to carry Said order, Judgment, and decree into Execution agreeably to the Tenor thereof, and that you expose to Sale the above described Real Estate, Under the Statute regulating Sales on Executions, and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree, with Costs and interest, as Specified therein; and that you Make report of your proceedings herein, to our Court of Common Pleas within Sixty days from the date hereof, and bring this order with you

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 28th day of January, A.D. 1897.

J N Gemell Clerk
By Jno A Gamell Deputy

No 7228 Notice of Sheriff Sale and Affidavit of Publication

March 8

Amos H
vs
Fredrick O

Court of C
House in
on Said da
County of
in Surve
N 74 W.
the Same
from wh
from wh
10 1/2 E. 1
acres M

February 3

March 6th 1897: The following return was made on Order of Sale by the Sheriff, to-wit.

No 7223 Sheriffs Return on Order of Sale.

The State of Ohio
Union County ss

Sheriffs Return

Sheriffs Fees:		
Service		25
Levy		25
Sum. Appss	1	20
Swearing Appss.		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage	3	68
Poundage	14	77
Return		25
Total Sheriff.	$25	65
Appraisers Fees.	3	00
Printers Fees.	13	00

In Obedience to the Command of the Order of Sale hereto annexed, I did on the 1st day of February 1897. Summons, J.B. Johnson A. Dunflinger, and Ott Collier, three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described, upon actual View, and afterward, on the 1st day of February A.D. 1897. 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 Nineteen 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 3rd day of February 1897. 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 6th day of March A.D. 1897, 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 5 Consecutive weeks, and in pursuance to Said Notice, I did on Said 6th day of March A.D. 1897, at the time and place above Mentioned, proceed to offer Said lands and tenements at Public Sale, and then and there came James B. Guthery who bid for the Same the Sum of Thirteen Hundred and Seventy Seven Dollars, and Said Sum being more than two-thirds of the appraised Value thereof, and Said James B. Guthery being the highest and best bidder. Therefore I, then and there publicly Sold, and Struck off Said lands and tenements to him for Said Sum of Thirteen Hundred and Seventy Seven Dollars

J. Ed Robinson, Sheriff

No 7228 Notice of Sheriff Sale and Affidavit of Publication

March 8th 1897: The following Sheriff Sale and Affidavit of Publication was filed, to-wit.

James H. Kling
vs
Frederick Oehler et al.

Sheriffs Sale

J.F. McNeal & Sons Attorneys.

On order of Sale: 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 for Sale at the North door of the Court House in Marysville, Ohio, on Saturday, March 6th 1897, 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 Washington County of Union, and State of Ohio, and bounded and described as follows; Known as being in Survey No 9895, beginning at a Stake from which a beech 8 inches in diameter bears N. 74° W. 9 links and an ironwood 4 inches in diameter bears S 86½° E. 11¾ links the Same being Wrights Northwest Corner; Thence South 10½° E. 108 8/10 poles to a Stake from which a hickory 8 inches in diameter bears N 33° W. 147 49/100 - to a Stake from which a beech 20 inches in diameter bears N 60° W. 25 links Thence N 10½° E. 147 49/100 poles to the place of beginning Containing one Hundred (100) acres More or less.

Appraised at $19.00 per acre
Terms of Sale Cash

J. Ed Robinson Sheriff
Union County Ohio.

February 3rd 1897: 5t

No 7223 Affidavit of Publication

The State of Ohio Union County; ss:

The Undersigned being duly Sworn Says that a Copy of the annexed Notice was published for five Consecutive Weeks in the Marysville Tribune a Newspaper of general Circulation in the County of Union. the first publication beginning with February 8th A.D. 1897

W.O. Shearer

Sworn to and Subscribed before me this 8th day of March 1897.
Printers Fee: $13.00

J N Gossett Clerk of Courts

April 23rd 1897. The following Entry confirming Sale was filed. To-wit

Amos H. Kling: ..... Plaintiff.
Against
Fredrick Ochler. Polly. Ochler. Wife of Said. Fredrick. Ochler. John D. Guthery. James. B. Guthery. and The J.J. Case Thrashing Machine Company a. Corporation. ..... Defendants

In the Court of Common Pleas of Union County Ohio.

No 7223 Entry of Confirmation of Sale

Journal Entry. Confirming Sale, &c.

This Cause came on to be heard upon the return of the Order of Sale issued to the Sheriff Made by him, with his report of his proceedings and Sale. of lands and tenements under Said Order

And the Court, having Carfully Examined Said proceedings, being Satisfied that the Said Sale has, in all respects, been 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 James B. Guthery. a deed in fee Simple for the lands and Tenements. So Sold. To-wit

"Situate in the Township of Washington, County of Union and State of Ohio. and known as being in Survey No 9895: Beginning at a Stake from which a beech 8 inches in diameter bears North 74 degrees West 9 links, and an ironwood 4 inches in diameter bears S. 86½ degrees East 11¾ links, the Same being Wights N.W. Corner: Thence South 10-½ degrees East 108-9/10 poles to a Stake from which a hickory. 8 inches in diameter bears N. 33. degrees West 147 42/100. to a Stake from which a beech 20 inches in diameter bears N. 60 degrees West 25 links: Thence N.-10-½ degrees West 108-9/10. to a Small Wild Cherry: Thence North 7½ degrees East. 147-42/100 poles to the place of beginning. Containing 100. acres More or Less.

And the purchaser is hereby Subrogated to all of the rights of any lien holder who Shall be Satisfied 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 the distribution of the Cash proceeds of the Said Sale Now in the hands of the Sheriff. to-wit. the Sum of $1377.22 it is ordered that he pay

First, to the Treasurer of this County the Taxes and penalty due upon the property So Sold, to wit, the Sum of $76.53.

Second, to the Clerk of this Court the Costs of this action: Taxed at $57.88.

Third, to the plaintiff upon his Claims herein. the present Value of which the Court here finds to be the Sum of $1,850.04, the residue amounting to the Sum of $1242.51,

And the Court finds that there remains due to the plaintiff upon the

promissory Note Sued upon in this Case, after the application of all the proceeds of Said Sale, the Sum of $607 45/100, for which he has a right to a Judgment against Said Fredrick Oehler, as the Maker of Said promissory Note, and against the defendants John D. Guthery and James B. Guthery, as indorsers thereof, and it is therefore now Considered by the Court here, that Said plaintiff, Amos H. Kling, recover from the Said Fredrick Oehler, John D. Guthery and James B. Guthery Said Sum of $607 46/100 and that in default of payment thereof, Execution issue therefor

Approved D. Dow Judge

Attest J. N. Gosnell Clerk

No. 7226
Petition

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, Before the Honorable John A Price Judge of Said Court, of the Term of September, to-wit on the 16th day of November in the year of our Lord One Thousand Eight Hundred and Ninety Six

Be it Remembered That heretofore, to-wit, on the 17th day of October A.D. 1896 Anna L. Rushroader filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Englehart C Lauer, et al To-Wit

Annie L. Rushwater: Plaintiff.
vs.
Englehart C. Lauer, Effie Lauer a Minor Under 14 years of age Catherine E. Decker and John N Laird Administrator of the Estate of Moses Laird deceased: Defendants

In the Court of Common Pleas
Union County Ohio.

Petition

On the 25th day of January, 1896, Letters of Administration on the estate of Moses Laird Theretofore deceased, intestate, Were by the Probate Court of Union County Ohio, duly issued to the defendant John N Laird, who thereupon duly qualified, and entered on the duties of Said office.

First Cause of Action

The defendant, Englehart C Lauer, and Catherine E. Decker, are indebted to Plaintiff, as maker, and the defendant, John N. Laird, as Administrator of the Estate of Moses Laird deceased, became of indorsment, and guaranty of Said Moses Laird, in the Sum of One hundred and Twelve ($112 83/100) Dollars with interest from Oct 8th 1895, payable annually, which plaintiff Claim on a promissory Note, of which the following is a Copy, with all Credits and indorsements.

$158 33/100. April 17th 1894.

April 1st 1896, after date we promise to pay to the order of Moses Laird, One Hundred and Fifty Eight and 33/100 Dollars at — Value received with interest at 6% per annum payable annually

(Signed) Catherine E. Lauer.
E C Lauer

I Guarantee the payment of the Note
(Signed) Moses Laird

"Interest paid to this date April 17th 1895." Received Fifty dollars (50 00) Oct 8th 1895

The defendant Englehart C Lauer is the Same person who Signed Said Note as E. C. Lauer

The defendant, Catherine E Decker is the Same person who Signed Said Note as, Catherine E. Lauer.

Payment of Said Note was duly demanded of Said Makers at Maturity, but the Same was not paid; all of which Said John N. Laird as Administrator aforesaid had due Notice.

On the 14th day of October, 1896, plaintiff duly presented to Said Administrator Said Note for allowance, and demanded an indorsement of Allowance Thereon, but Said defendant refused Said indorsement. Said guarantee was for a Valuable Consideration.

Second Cause of Action.

Said defendants Catherine E. Decker and Englehart C Lauer and John N. Laird as Administrator aforesaid, are indebted to plaintiff in the further Sum of $158 33/100. With interest at Six per Cent payable annually, from April 17th 1895; which plaintiff Claims upon a promissory Note of which the following is a Copy with the only Credits & indorsements

$158 33/100 April 17th 1894;

April 1st 1897; after date – promise to pay to the order of Moses Laird, One Hundred and Fifty Eight & 33/100 Dollars at – Value received with interest at 6 % per annum payable annually

(Signed) Catherine E. Lauer
E. C. Lauer

I guarantee the payment of this note
(Signed) Moses Laird.

Interest paid to this date April 17 1895.

The defendant Catherine E. Decker is the Same person who Signed Said Note as "Catherine E. Lauer," and the defendant Englehart C. Lauer is the Same person who Signed Said note as, E. C. Lauer.

Said Moses Laird Guaranteed the payment of Said note for a Valuable Consideration

Third Cause of Action

The defendants, Catherine E Decker and Englehart C. Lauer, and John N. Laird as Administrator aforesaid, are indebted to plaintiff in the further Sum of $158 33/100 which plaintiff Claims with interest from April 17th 1895 payable Annually. Upon another promissory Note, of which the following is a Copy, with the only Credits, and indorsments.

$158 33/100 April 17th 1894.

April 1st 1898. after date – promise to pay to the order of Moses Laird, One Hundred, and Fifty Eight & 33/100 Dollars at – Value received. with interest at 6 p per annum payable annually

(Signed) Catherine E. Lauer
E. C. Lauer

Catherine E. Decker, and Catherine E. Lauer is one and the Same person, and the defendant Englehart C. Lauer, is the Same person who Signed Said Note as E. C. Lauer.

The Said Moses Laird guaranteed the payment of Said Note for a Valuable Consideration.

Fourth Cause of Action

The defendants Mentioned in the first three Causes of action herein are

indebted to plaintiff in the further Sum. of $158 33. Which plaintiff Claims with interest payable Annually. from April 17th 1895. Upon Another promissory Note of which the following is a Copy. with the only Credit and indorsment.

$158 33 April 17th 1894.

April 1st 1899. after Date we Promise to pay to the Order of Moses Laird. One Hundred and Fifty Eight 33/100 Dollars – Value received with interest at 6% per annum payable Annually

Catherine E. Lauer.
E.C. Lauer.

I. guarantee the payment of this note
Mos. Laird.

Interest paid to this date April 17th 1895.

The allegations Made in the last three Causes of action in reference to the Names of the defendants. Catherine E. Decker and E.C. Lauer and adopted. and Made a part of this Cause of action

Said Moses Laird received a Valuable Consideration for his guarantee on Said Note.

Fifth Cause of Action

The defendants. Mentioned in the first three Causes of action herein. are indebted to plaintiff in the further Sum of $158 33. which plaintiff Claims with interest from April 17th 1895 payable annually. Upon another promissory Note. of which the following is a copy with the only Credit or. indorsment.

$158 33/100. April 17th 1894.

April 1st 1900. after date we promise to pay to the order of Moses Laird. One Hundred and Fifty-Eight 33/100 Dollars- at — Value received with interest at 6% per annum payable annually

(Signed) Catherine E. Lauer.
E. C. Lauer.

The defendant Catherine E. Decker is the Same person who Signed Said Note as "Catherine E. Lauer" and the defendant. Engelhart C. Lauer. is the Same person who Signed Said Note as "E.C. Lauer.

The guaranty of Said Moses Laird was for Valuable Consideration and is as follows.

I. guarantee the payment of this Note
(Signed) Moses Laird

The following is the only Credits on Said Note

Interest paid to this date April 17th 1895.

Sixth Cause of Action

The defendants Mentioned in the first three causes of action herein are indebted to plaintiff in the Still further Sum of $158 33. which plaintiff Claimes with interest from April. 17th 1895. payable annually. Upon another promissory note. of which the following is a Copy. With the only Credit and indorsment.

$158 33 April 17th 1894.

April 1st 1901. after date we promise to pay to the Order of Moses Laird. One Hundred and Fifty Eight 55/100. Dollars- at — Value Received. with interest at 6% per annum.

(Signed) Catherine E. Lauer
E. C Lauer

I Guarantee the payment of this Note
(Signed) Moses. Laird.

Interest paid to this date April 17th 1895.

The defendant, Catherine E. Decker is the same person who Signed said note as Catherine E. Lauer, and the defendant, Englehart C. Lauer, is the same person who Signed said Note as:- E. C. Lauer,

The guarantee and indorsement of said Moses Laird was for a Valuable Consideration,

Seventh Cause of Action

At the time of delivering said Notes, and to Secure the payment of the same, the defendants Catherine E. Decker, whose Name was at that time Catherine E. Lauer, and Englehart C. Lauer at that time her Husband, duly executed and delivered to said Moses Laird their Mortgage deed conveying the following premises:-

Situated in the Township of Liberty; Part of the Dangerfield Survey No 3487, and bounded and described as follows:- Beginning at a Stake (witnessed by a beech) in the Westerly line of said Survey, No 3487, and in the center of the Buckeye Road;

Thence with the center of said Road N. 55° E. 114. poles to a Stake at the corner of a tract of land containing 40. acres, conveyed by Moses Laird to Moses W. Wolford, Septmb 2nd 1891; Thence, with the Westerly line of said land S. 36° E. 93 poles to a Stake in the Center of the traveled track of the N. Y. P. & O. R. R.; Thence with the Center of said Track S. 37° 30' W. 122 40/100 poles to a Stake in the Westerly line of said Survey No 3487.

Thence, with the said line, N. 34° 30' W. 132. poles to the beginning

Excepting therefrom so Much of said lands as are occupied, and owned by the said N. Y. P. & O. R. R. Co. leaving 80 acres be the same More or less

Said Mortgage was upon condition that if the said grantors, or Either of them Should pay, or cause to be paid, to Moses Laird the promissory Notes set out in this petition, then said Mortgage Should be Void, Otherwise to be in full force and Virtue; On the 7th day of July, 1894; said Mortgage was duly assigned to plaintiff by the said Moses Laird.

On the 17th day of April, 1894, at 1.40 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 35, page 36, of his Records.

The defendant Effie Lauer, a Minor Under 14 years of age and Catherine E. Decker, have, or claime Some lien, or interest in said premises, but plaintiff avers that the same is Subordinate to plaintiff's claim, and plaintiff asks that they be compelled to Set the same up, or be forever Cut off, from asserting the Same.

Eighth Cause of Action

On the 17th day of February 1896; said Englehart C. Lauer, and Catherine E Lauer, duly executed and delivered to plaintiff, a Certificate authorizing plaintiff to pay the Taxes assessed on the above described premises, levied for the year 1894, & 1895, amounting to $22 86.

Plaintiff paid said Taxes on Feb. 7th 1896.

Said Certificate was in accordance with the requirements, of Section 2847 of the Revised Statutes, and was duly filed with the Recorder of Union County Ohio on the 18th day of February, 1896, at 8. O'Clock A.M.- and recorded in Record of Tax Liens Vol 1. page 1- of Union County Ohio.

Plaintiff therefore asks judgment against the defendants, Englehart C. Lauer, Catherine E. Decker, and John N. Laird as, administrator of the Estate of Moses Laird deceased; in the Sum of $112 83, with interest from Oct. 8. 1895. payable annually; against the Same defendants for $791 65. additional with interest from April 17th 1895. payable annually against the defendants Englehart C. Lauer and Catherine E. Decker, in

---

the additi
7th 1896; a
payment

State of Oh

Says She d

Sworn to

To the Cler

No 7226 Precipe

defendant
Catherine E
and order of
$791 65 wit
& % interes

No 7226 Waiver of Summons

I he
Voluntar

October 17

No 7226 Summons

The State of
Union C

a Minor u
Annie L
answer by
will be tak

You wi

No 7226 Sheriffs Return Summons

The State of
Union Co
Sheriffs Fe
Service & Ret
Mileage
Copy
Total

October 20

the additional amount of $22.86 with interest at 8. per cent. from February 7th 1896; and that said premises may be Sold, and the proceeds applied to the payment of said judgment.

J. E. Griffith atty for Plaintiff

State of Ohio Union County ss:

Annie L. Freshwater Plaintiff being duly Sworn. Says She belives the allegations in the foregoing petition She believes are true.

Anna L. Freshwater

Sworn to and Subscribed before me this 17th day of October A. D. 1896.

(Seal)

J. N. Gonnell Clerk

No 7226 Precipe

To the Clerk

Issue: Summons in this case to the Sheriff of Union County Ohio, for the defendants Englehart C. Lauer, Effie Lauer a Minor Under 14 Years of age, and Catherine E. Decker, returnable according to law — Indorse = action for Judgment and order of Sale Amount claimed $112.33. with interest from Oct 8." 1895. payable annually $7.91.65 with interest payable annually, from April 17th 1895. and for $22.86. with 8% interest from February 7th 1896

J. E. Griffith Atty for Plaintiff

No 7226 Waiver of Summons.

I hereby Waive the issuing and Service of Summons in this Case and Voluntarily Enter My Appearance therein this 17th day of October 1896.

John N. Laird Administrator of the Estate of Moses Laird deceased

---

October 17th 1896: The following Summons was issued and delivered to the Sheriff to. wit

No 7226 Summons

The State of Ohio
Union County

Summons

To the Sheriff of Said County

You are hereby Commanded to notify, Englehart C. Lauer, Effie Lauer a Minor Under 14 years of age, Catherine E. Decker, that they have been Sued by Annie L. Freshwater in the Court of Common Pleas of Union County, and Must Answer by the 14th day of November A.D. 1896, or the Petition of the Said plaintiff 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. 1896.

Witness my hand and the Seal of Said Court this 17th day of October A.D. 1896.

(Seal)

J. N. Gonnell Clerk

Jno. A. Gonnell Deputy

October 20th 1896; Summons returned Endorsed as follows To-Wit

No 7226 Sheriffs Return on Summons

The State of Ohio
Union County

Sheriffs Fees		
Service & Return		
Mileage		
Copy		
Total		

Sheriffs Return

Received this Writ October 20th A.D. 1896. at 8. O'Clock A.M. and Served Same by handing a true Copy of this writ, With the endorsements thereon to Englehart C. Lauer, personally, on the 20th day of October 1896. Effie Lauer a Minor Under 14 years of age and Catherine E. Decker Not found

Wm G. Snodgrass Sheriff.

Oct 17th 1896: The following Summons was issued and delivered to the Sheriff of Delaware County Court

No 7226 Summons to Sheriff of Delaware County

The State of Ohio
Union County

Summons

To the Sheriff of Delaware County

You are hereby Commanded to Notify Catherine E. Decker and Effie Lauer a Minor Under 14 years of age that they have been Sued by Anna L. Freshwater in the Court of Common Pleas of Union County, and Must answer by the 14th day of November A.D. 1896. or the petition of the said plaintiff 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. 1896.

Witness my hand and the Seal of said Court this 17th day of October A.D. 1896

J. M Gorrell Clerk
By Jno A. Gorrell Deputy

October 23rd 1896: The following return was made by the Sheriff of Delaware County To-wit

No 7226 Sheriffs Return on Summons

The State of Ohio
Delaware County

Sheriffs Return

Received this writ October 21st A.D. 1896 at one. o'clock P.M. and on the 22nd day of October, 1896, I Served this writ on the within named defendants, Catherine E. Decker, by delivering to her personally, a true and duly certified copy of this writ, with all the endorsements thereon, Effie Lauer a minor under 14 years of age, by delivering to her personally, a true and duly certified copy of this writ, with all the endorsements thereon, Catharine E. Decker, with whom said Effie Lauer resides, by delivering to her personally, a true and duly certified copy of this writ, with all the endorsements thereon for said Minor.

Sheriffs Fees		
Service & Return		50
Additional Defts		30
Docket		10
Mileage	2	24
Copie		75
Postage		04
Total	$ 3	93

Stephen R. Thrall Sheriff

No 7226 Entry of Appointment ad Litem

November 16th 1896: The following Entry of Appointment of Guardian ad Litem filed to-wit

Anna L. Freshwater Plaintiff
V.S.
Englehart & Lauer et. al. Defendants

In the Court of Common Pleas
Union County Ohio

Entry

It appearing to the Court that Effie Lauer a minor defendant under fourteen years of age has been duly served with Summons. On application of the plaintiff it is ordered that John M. Broderick be appointed ad Litem for said Minor defendant. and thereupon said John M. Broderick accepts said appointment

---

November 16th 1896: The following Entry of decree was filed to-wit

No 7226 Entry of Decree

Annie L. Freshwater Plaintiff
V.S
Englehart & Lauer et. al. Defendants

In the Court of Common Pleas
Union County Ohio

Entry

This cause now coming on for hearing on the petition of the plaintiff. and the Evidence, the Court find that all the evidence, the Court find that all the defendants, have been duly Served Summons in this case. Except John N. Laird, Administrator, of Moses Laird, who duly waived Servic that Englehart & Lauer, Catherine E. Lauer, and John N. Laird, as Administrator

of the Estat
allegations
Englehart
the Six Le
When the
that all of
Court furth
and Cather
of Moses La
to this day
The Cert
of Said Le
that time
Executed
described,
in book
and valid
have been
The Co
& Lauer g
delivered
premises
to $22.86
That
Revised S
on the 18th
of Said Ce
payment
Decker, De
It is
Englehart
N. Laird
with interes
Englehart
at 6% per
And
three days
the Costs o
with the W
Said pre
County Oh
upon exe
this Case.
a Miner

No 7226 Answer and Cross petition of Effie Lauer

November.
Anna L. F
V.S
Englehart

of the Estate of Moses Laird, deceased; are in default, for answer, and demurer, and that the allegations of the petition are thereby confessed by them to be true, and that the defendants, Englehart C. Lauer, and Catherine E. Decker executed to Said Moses Laird, Now deceased the Six Several Notes, as Set forth in the petition, that one of Said Notes was past due when the petition was filed, and is Still Unpaid, that the other Notes are not due, and that all of Said Notes were duly indorsed to plaintiff as in the petition alleged: The Court further find that there is due to the plaintiff from the defendants, Englehart C. Lauer and Catherine E. Decker, as principals, and from the defendant John N. Laird, administrator of Moses Laird, deceased; as guarantor, on the Said Note which is ordered, with interest to this day; Viz: November 16th 1896; the Sum of $120.35,

The Court further find that in Order to Secure to Said Moses Laird the payment of Said Several Notes, the defendants, Englehart C. Lauer and Catherine E. Decker - at that time his wife, - but Since divorced, and intermaried with one, Jonas, Decker, Executed and delivered to Said Moses Laird their certain Mortgage, as in the petition described, and on the premises therein described: that Said Mortgage was duly recorded in book - Page - of the records of Mortgages, of Union County, Ohio, and is a good and valid lien on the premises described in the petition, that the conditions of Said Mortgage have been broken, and the Same was duly assigned to plaintiff

The Court further find that on the 17th day of February 1896, the defendants, Englehart C. Lauer and Catherine E. Decker - at that time Catherine E. Lauer, duly Executed and delivered to plaintiff a Certificate, authorizing her to pay the taxes, assessed on the premises described in the petition, levied for the years 1894 and 1895, amounting to $22.86. That plaintiff paid Said taxes on February 7th 1896.

That Said Certificate was in accordance with the requirements of Sec. 2847, of the Revised Statutes of Ohio, and was duly filed with the Recorder of Union County Ohio on the 18th day of February 1896, at 8. O. clock A.M: and recorded in Record of Taxliens of Said County in Vol one, page one, and that there is due plaintiff by reason of the payment of Said Taxes, from the defendants, Englehart C. Lauer, and Catherine E. Decker, Said Sum of $22.86, With interest at 8% from February 7th 1896.

It is therefore Considered by the Court that the plaintiff recover from the defendants, Englehart C. Lauer, and Catherine E. Decker, as principals, and from the defendant John N. Laird Administrator of Moses Laird deceased; as guarantor, the Said Sum of $120.35, with interest from this date, and his Costs herein expended - and from the defendants Englehart C. Lauer, and Catherine E. Decker the additional Sum of $22.86 with interest at 8% from February 7th 1896.

And it is further adjudged, 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 of this Case, and to the plaintiff herein the Sums So found due as aforesaid with the interest as aforesaid, 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 County Ohio, directing him to appraise, advertise, and Sell Said premises as upon execution, and report his proceedings to this Court for further order, and this Case, in So far as it affects the rights or interests of the defendant, Effie Lauer a Minor is Continued

---

No 7226 Answer and Cross petition of Effie Lauer

November, 18th 1896: Answer and Cross petition of Effie Lauer filed by John M. Brodrick, guardian ad Litem to writ

In the Court of Common Pleas

Union County Ohio

Anna L. Freshwater
vs
Englehart C. Lauer et al

Answer and Cross Petition of Effie Lauer by Guardian ad Litem.

And now Comes the Said defendant. Effie Lauer, a Minor by John M. Brodrick her guardian ad Litem and for answer to plaintiffs petition herein filed Says.

First defence; That he denies Each and every allegation Contained in plaintiffs Said Petition, and asks that the rights of Said Infant defendant be fully protected by the Court

Second; defence; for a Second defence, by way of Cross petition herein the Said defendant Effie Lauer, by her Said guardian aforesaid Says; That on the 9th day of May 1896, in a certain deed executed by Catherine E. Lauer, to Said defendant. Englehart Lauer and recorded in Volume 70. page 558 of the Records of deeds of Union County, Ohio. Said parties to Said deed Entered into a certain Contract for the benefit of Said infant defendant, Whereby, and as a Condition Contained in Said deed, and as part of the Consideration therof, it was agreed, that Said Englehart Lauer, Should pay Said Effie Lauer, the Sum of. Five Hundred Dollars, and that the Same, was then and there made a lien on Said premises in plaintiffs petition described by Such insertion in Said deed.

Said Guardian ad Litem therefore asks that the Said Sum of Five Hundred. Dollars be allowed, and ordered, paid to Said infant defendant Effie Lauer in the order of its priority, and for all other proper relief in the premises.

John M. Brodrick Guardian ad Litem

State of Ohio } ss
Union County }

John M. Brodrick being Sworn makes oath that the facts Stated in the foregoing answer and Cross 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 18th day of November, 1896

J. M Gamell Clerk of Courts

November 25th 1896: The following Precipe was Entered upon the Clerks Precipe book for Order of Sale

No 7226
Precipe for Order of Sale

Annie L. Fleshwater Plaintiff
vs
Englehart L. Lauer et al. Defendants

Court of Common Pleas Union County Ohio
Marysville Nov 25th 1896:
To the Clerk of Said Court

Issue Order of Sale in the above Case to the Sheriff of Union County, Ohio; returnable according to law

J. E Griffith Attorney for Plaintiff

November 25th 1896: The following Order of Sale was issued and delivered to the Sheriff of Union Co

No 7226
Order of Sale

The State of Ohio
Union County

Order of Sale
To the Sheriff of Said County – Greeting

Whereas at a Court of Common Pleas holden at the Court House in Marysville, in Said County of Union, on the 16th day of November 1896; Annie L. Fleshwater obtained a judgment and decree against Englehart L. Lauer et. al. for the Sum of One Hundred & Twenty and 85/100 Dollars with interest from Nov 16th 1896, and against E. L. Lauer, and Catherine E. Decker for $22 86/100, and Nineteen and 19/100 Dollars Costs of Suit.

And Whereas it was then and there, by Said Court Ordered, adjudged, and decreed, that the Said above Named defendants within three days from the 16th day of November A.D. 1896 pay into the Said Annie L. Fleshwater the Said Sum of $120.36/100 at 6% per cent and $22 86/100 at 8% per cent from the 16th day of November 1896, and Costs aforesaid;

No 7226
Sheriffs Return on Order of Sale

Sheriffs Fe
Service
Levy
Sum Appro
Swearing Aff
Entering Aff
Writing Aff
Copy of Appr
Notice to Prin
Affidavit & F
Mileage
Return
Total Sheriff
Appraisers F
Printers F

And, on 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 Three days aforesaid have fully expired, and the said Sum of $120.85 at 6% and $22.26 at 8% and costs aforesaid, have not been paid. or any part thereof as appears to us of record—

We therefore Command you that you proceed, without delay, to Appraise, advertise, and Sele according to the Statute regulating Judgments and Executions at law, the following lands and Tenements, Situate in Union County, Ohio, to-wit.

Situated in the Township of Liberty, Part of the Dungerfield Survey No. 3487, and bounded and described as follows.

Beginning at a Stake (Witnessed by a beech) in the westerly line of Said Survey No. 3487; and in the center of the Buckner Road; Thence with the center of Said Road N. 53° E. 114 poles to a Stake at the corner of a tract of land containing 40 acres conveyed by Moses Laird to Moses. W. Wolford September 2nd 1881; Thence with the Westerly line of Said land S. 36° E. 93. poles to a Stake in the center of the Traveled Track of the N. J. P. & O. R. R.; Thence with the center of Said track. S. 37° 30'. W. 122 70/100 poles to a Stake in the Westerly line of Said Survey No. 3487; Thence with the Said line, N. 34° 30' W. 132 poles to the beginning:— Excepting therefrom So Much of Said lands as is occupied, and owned by the Said N. J. P. & O. R. R. Co: Leaving 80 acres be the Same 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 the Sale the above described Real Estate, Under the Statute regulating Sales on Execution. and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree, with Costs and interest, as Specified therein. and that you make report of your proceedings herein, to our Court of Common Pleas within Sixty days from the date hereof, and bring this Order with you.

Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 25th day of Nov. A.D. 1896.

J. N. Gasnell Clerk

January 9th 1897: The following return was made on order of Sale by the Sheriff to-wit

The State of Ohio
Union County

No. 7226
Sheriffs Return on Order of Sale

Sheriffs Fees		
Service		25
Levy		25
Sum Appro	1	20
Swearing Appro		25
Carrying Appro	1	50
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Affidavit to Printer		25
Mileage	2	00
Return		25
Total Sheriffs	6	70
Appraisers Fees	3	00
Printers Fees	15	50

Sheriffs Return

In obedience to the Command of the Order of Sale hereto annexed I did on the 28th day of November 1896. Summons S. J. Hill A. Trout and Thadeus Wood. three disinterested freeholders, residents of Said County. who were by me duly Sworn to impartially appraise the lands and tenements therein described, upon actual View, and afterward, on the 28th day of November A.D. 1896 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 $1760.00 Dollars. A certified Copy of Said Appraisal. I. forthwith deposited in the Office of the Clerk of the Court of Common Pleas of Said County; And on the 9th day of December 1896. 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 the door of the Court House of Said County on the 4th day of January A.D. 1897. at one o'clock P.M. of said day

And having advertised the said lands and tenements for more than thirty days previous to the day of Sale, to-wit: five: Consecutive weeks: and in pursuance to said Notice I did on said 9th day of January A.D. 1897. at the time and place above Mentioned, proceed to offer said lands, and tenements at public Sale, and there came no bidders. Therefore said lands and Tenements Not Sold for want of bidders

J. Ed. Robinson Sheriff

January 9th 1897: Sheriff Sale and Affidavit of Publication filed To-wit.

No 7226 Sheriff's Sale and affidavit of Publication

Annie L. Freshwater
Vs
Englehart & Sauer, et. al.

Sheriff's Sale.
J. E. Griffith Attorney
On order of Sale
Court of Common Pleas Union County O

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 9th. 1897, 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 Liberty, County of Union, and State of Ohio, and bounded and described as follows: Part of Dangerfield Survey No 3487. Beginning at a Stake (Witnessed by a beech) in the Westerly line of Said Survey No 3487. and in the Center of the Buckner road; Thence with the Center of Said road N. 55° E. 114. poles to a Stake at the corner to a tract of land containing 40 acres. Conveyed by Moses Laird to Moses M. Walford September 2nd, 1881; Thence with the Westerly line of Said land S. 36° E. 93. poles to a Stake in the Center of the Traveled track of the New York, Pennsylvania, & Ohio. Railroad; Thence with the Center of Said track S. 37° 30' West, 122 40/100 poles to a Stake in the Westerly line of Said Survey. No. 3487; Thence with the Said line N. 84° 30' W. 132. poles to the beginning: Excepting therefrom So much of Said lands as are occupied and owned by the Said New York, Pennsylvania, & Ohio. Railroad Company. Leaving 80. Acres, be the Same More or less

Appraised at 22dlrs per acre
Terms of Sale Cash.

Wm G. Snodgrass Sheriff
Union County, Ohio

December 9th 1896. 5-wk.

The State of Ohio, Union County: ss:

I, the undersigned, being duly Sworn, Says that a Copy of the annexed Notice was published for five: Consecutive weeks in "The Marysville Tribune" a Newspaper of general Circulation, in the County of Union, the first publication beginning with December 9th 1896.

W. O. Shearer

Sworn to and Subscribed before Me this 9th day of January 1897.
Printers Fees $ 15 50
J. N. Garnell Clerk

January 9th 1897: The following Precipe was filed on Precipe book for Alias Order of Sale To-wit

No 7224 Precipe for Alias Order of Sale

Annie L. Freshwater Plaintiff
Vs
Englehart & Sauer et al. Defendants

Court of Common Pleas Union County O
Marysville Ohio Jan 9th 1897

To the Clerk of Said Court: Issue Alias Order of Sale in the above case to the Sheriff of Union County Ohio returnable according to law

J. E. Griffith Attorney for Plaintiff

No 7224 Alias Order of Sale

January.

The State
Union Co

within an
a judgme
Twenty $\frac{85}{100}$
E. Decker.
Cost of Suit
that the Sa
A.D. 1896:
$22.86 at 8%
to pay the
to proceed
the real e

And:
and $22.86/100
of record,
Court, on
were Appra

Situat
bounded a
Westerly li
the center
aining 40
Thence Wit
track of the
a Stake in
W. 132 pol
and owned

We
according
purposes.
to-wit-
herein, ha
County, an

No 7226 Sheriff Return on Alias Order of Sale

February
The State
Union Co
Sheriffs Fee
Notice to Pu
Ordering Not
Return
Total Sheri
Printers Fe

January 11th 1897. The following Alias Order of Sale was issued To-wit

No 7224 Alias Order of Sale

The State of Ohio } ss.
Union County }

Alias Order of Sale

To the Sheriff of Said County Greeting:

Whereas: At a term of Court of Common Pleas, holden at the Court House within and for Said County upon the 16th day of November 1896: Annie L. Rushwater, obtained a judgment or decree against Englehart C. Lauer et al., for the Sum of One Hundred and Twenty $\frac{25}{100}$ Dollars with interest from Nov 16th 1896: and against E. C. Lauer and Catherine E. Decker, for $22 $\frac{86}{100}$, with interest at 8% per cent from February 7th 1896: and Twenty Six $\frac{47}{100}$ Dollars, Cost of Suit: And: Whereas, it was then and there by Said Court ordered, adjudged and decreed, that the Said above Named defendants within Three days from the 16th day of November A.D. 1896: pay unto the Said Annie L. Rushwater the Sum of $120 $\frac{35}{100}$ with interest and $22 $\frac{86}{100}$ at 8% per cent from the 16th day of November 1896: 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 Sale the real estate described in the Plaintiff's petition &c.

And: Whereas, after the Three days aforesaid have fully expired, and the Said Sum of $120 $\frac{35}{100}$ and $22 $\frac{86}{100}$ Dollars and Costs aforesaid, had Not been paid, or any part thereof, as appears to the of record, then in accordance with Said order of the Court an Order of Sale issued out of this Court, on the 25th day of November A.D. 1896, under which the following lands and tenements were Appraised, advertised and offered for Sale, to-wit

Situated in the Township of Liberty, Part of the Dangerfield Survey No 3487: and bounded and described as follows: Beginning at a Stake (Witnessed by a beech) in the Westerly line of Said Survey No 3487: and in the Center of the Buckeye Road: Thence with the Center of Said Road N. 55° E, 144 poles to a Stake at the Corner of a tract of land, containing 40 acres conveyed by Moses Laird to Moses W. Wolford September 2nd 1881: Thence with the Westerly line of Said S. 36° E. 98. poles to a Stake in the Center of the Traveled track of the N. Y. P. & O. R. R: Thence with the Center of Said tract S. 37° 30' W. 122. $\frac{70}{100}$ poles to a Stake in the Westerly line of Said Survey No 3487: Thence with the Said line N. 34° 30' W. 132 poles to the beginning: Excepting therefrom So Much of Said lands as are occupied, and owned by the Said N. Y. P. & O. R. R. Co. leaving 80. acres be the Same More or less.

And Whereas no Sale was had Under Said Order.

We Therefore Command You, That you proceed without delay to advertise and sell, according to the Statute regulating Sales on Judgments and Executions at law, the Said premises, above discribed, under the Appraisment had Under the Said former order of Sale to-wit $22 per acre and the Moneys 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, and Make Return of this order within Sixty days from the date thereof.

Witness my hand and Seal of Said Court this 11th day of January A.D. 1897

J. N. Gamble Clerk

(Seal)

February 13th 1897. The following Return was made by the Sheriff on Alias order of Sale to-wit

No 7826 Sheriff Return on Alias Order of Sale

The State of Ohio } ss
Union County }

Sheriffs Return

Sheriffs Fees		
Notice to Printer		25
Printers Notice		25
Return		25
Total Sheriffs		75
Printers Fees	15	50

In obedience to the Command of the Order of Sale hereto annexed I did on the 13th day of January 1897, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general Circulation in Said 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 February A.D. 1897 at one O'clock P.M. of said day; And having advertised the said lands and tenements for More than thirty days previous to the day of sale to-wit: five consecutive weeks, and in pursuance to said Notice I did on said 13th day of February A.D. 1897, 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 No Bidders; Therefore this writ returned Not Sold for want of bidders

J. Ed Robinson Sheriff.

February 12th 1897. The following Notice of Sale and Affidavit of Publication was filed to-wit.

Sheriff's Sale

No 7226 Notice of Sale and Affidavit of Publication

Annie L. Rushwater
vs
Englehart C. Lauer et al.

J.E. Griffith Attorney

On Order of Sale

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 for Sale at the North door of the Court house in Marysville, Ohio. on Saturday. February 18th. 1897. 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 Liberty, County of Union, and State of Ohio, and bounded and described as follows: Part of Dangerfield Survey No 3487. Beginning at a Stake (Witnessed by a beech) in the Westerly line of Said Survey. No 3487. and in the center of the Buckeye road: Thence with the center of Said road N. 55°. E. 114 poles to a Stake at the corner to a tract of land containing 40. acres conveyed by Moses Laird. to Moses W Walford September 2nd 1881: Thence with the westerly line of Said land. S. 36° E. 93. poles to a stake in the center of the traveled track of the New York, Pennsylvania & Ohio Railroad: Thence with the center of Said track, S. 37°-30' W. 122 4/100 poles to a Stake in the westerly line of Said Survey No 3487: Thence with the Said line N. 34°, 30'. W. 132 poles to the beginning; -

Excepting therefrom so much of Said lands as are occupied, and owned by the Said New York, Pennsylvania & Ohio Railroad Company, Leaving 80. acres, be the Same More or less.

Appraised at $22.00 per acre
Terms of Sale Cash.

J. Ed Robinson Sheriff
Union County Ohio

January 13, 1897: 5.1w

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 15th 1897:

W. O. Shearer

Sworn to and Subscribed before Me, this 12th day of February, 1897
Printers fee $15.00.

J.N. Gamble Clerk

No 7226 Affidavit of Publication

February 15th 1897: The following Motion for New Appraisment was filed to-wit

No 7226 Motion for New Appraisment

Annie L Rushwater Plaintiff
vs
Englehart C. Lauer et al Defendants

In the Court of Common Pleas Union County Ohio

Motion

Plaintiff Moves that the Appraisment heretofore made under Order of Sale in this Case be Set aside, and a New Appraisment be ordered for the reason that:- Said real Estate has been twice advertised and offered for Sale Under the present Appraisment and Still remains unsold for want of bidders.

No 7226 Entry for new Appraisment

February

Annie L.

Englehart,

aside the

and it App

for Sale,

Said appra

February

No 7226 Receipt for New Appraisment and Order of Sale

Annie L

Englehart

and Alias

according

February

No 7226 Order of Re-Appraisment and Sale

The State of

Union Co

Within an

for forec

Defendan

described

Sale there

And

ordered a

without a

law, the

of Ohio.

3487, and

Begin

3487, and

E. 114 poles

by Moses

line of Sa

N.Y. P. &

Stake in

30' W. 132

occupied.

To Satis

for the

three 4/100

16th day

No 7224
Entry
for new
Appraisment

February 15th 1897: The following Entry was filed for new Appraisment to-wit:

Annie L. Freshwater Plaintiff.
vs
Englehart C. Sauer et al Defendants

In the Court of Common Pleas Union County, Ohio
Entry

this cause coming on for hearing on the Motion to set aside the appraisment of the real estate for which order of Sale has been heretofore issued, and it Appearing to the Court that said real estate has been three advertised and offered for Sale, Under the present Appraisment, and Still remains Unsold for want of bidders. Said Appraisment is hereby Set aside, and it is ordered that a new one be Made.

February 15th 1897: The following Precipe for Order of Sale Under New appraisment filed to-wit

No 7226
Precipe
for New
Apprasmt
and Order
of Sale

Annie L. Freshwater. Plaintiff:
vs
Englehart C. Sauer et al. Defendants

Court of Common Pleas. Union County Ohio.
Marysville Ohio Feb 15th 1897
To the Clerk of Said Court;

Issue Order for New Appraisment

And Alias Order of Sale in the above case to the Sheriff of Union Co O, returnable according to law

J. E Griffith Attorney for Plaintiff:

February 15th 1897: The following Order of Re-Appraisment and Sale was issued To-wit

No 7226
Order of
Re-Appraismt
and Sale

The State of Ohio
Union County ss

Order of Re-Appointment and Sale

To the Sheriff of Said County Greeting

Whereas: In pursuance of an order of our Court of Common Pleas, Within and for Said County, at the September Term. thereof. A.D. 1896: in a certain action for foreclosure wherein Annie L Freshwater Plaintiff, and Englehart C. Sauer et al Defendants, a writ issued out of Said Court for the Sale of the premises hereinafter described; And Whereas No Sale being had Under Said Order, an Alias writ for the Sale thereof issued on the 11th day of January, 1897:

And Whereas, No Sale being had Under Said Order; the Said Court have therefore ordered a Re-appraisment and Sale of the Same; We-Command you- to proceed without delay, and Cause to be Appraised, and Advertised, and Sell according to law, the following described Real Estate, Situate in the County of Union and State of Ohio, and Township of Liberty, and Part of the Dungfield Survey No 3487, and Bounded and described as follows:

Beginning at a Stake (witnessed by a Beech) in the westerly line of Said Survey No 3487, and in the Center of the Buckner road; Thence with the Center of Said road N. 55° E. 114 poles to a Stake at the corner of a tract of land containing 40. acres conveyed by Moses Laird, to Moses W. Walford, September 2nd 1881; Thence with the Westerly line of Said land S. 36° E. 93. poles to a Stake in the center of the Traveled track of the N.Y. P. & O.R.R.; Thence with the Center of Said track S. 57° 30' W. 122 70/100 poles to a Stake in the westerly line of Said Survey No 3487; Thence with Said line N. 34° 30' W. 132 poles to the beginning; Excepting therefrom so much of Said lands as are occupied and owned by Said N.Y.P.& O.R.R. Co. leaving 80 acres be the Same more or less,

To Satisfy a judgment rendered in favor of Said Plaintiff- against Said Defendants for the Sum of $120 35/100 at 6. per cent. and $22 86/100 at 8 per cent damages, and Sixty three 17/100 Dollars Costs of Suit with interest at the rate of 6 & 8 per cent from the 16th day of Nov until paid, 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 15th day of Feb A.D. 1897

(Seal)

J.M. Gasnell Clerk

By Jno A Gasnell Deputy

March 20th 1897: Return was made by the Sheriff on the following Order of Re-Appraisment and Sale

No 7226 Sheriffs Return on order of Re. Appraisment and Sale

The State of Ohio, Union County ss:

Sheriffs Return

Sheriffs Fees:		
Service		25
Levy		25
Sum. Appr.:	1	20
Swear. Appr.:		25
Writing Appr.:		25
Copy of Apprisal		25
Notice to Printer		25
Writing Notice		25
Mileage	2	00
Poundage	15	06
Return		25
Total Sheriffs	20	26
Appraisers Fees:	3	00
Printers Fees:	15	50

In obedience to the Command of the Order of Sale hereto annexed I did on the 17th day of February 1897, Summons J.B. Galloway M. Hopkins and Ray G. Morse, 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 February A.D. 1897: said Appraisers returned to me, under their Signatures that they did, upon actual View of the premises, Estimate and appraise the real Value in Money of the Same at Eighteen Dollars per acre; Total amount $1490.00 dollars: A certified copy of said appraisal, J. Forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 17th day of February 1897, I caused to be advertised in the Marysville Tribune, a Newspaper printed and published and of general Circulation in said 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 March A.D. 1897 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: Four Consecutive weeks, and in pursuance to said Notice I did on said 20th day of March A.D. 1897, 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 Emma Henry Paling who bid for the Same the Sum of Ten Hundred and Four Dollars; And said Sum being more than Two-Thirds of the Appraised value thereof, and said Henry Paling 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 Four Dollars

J. Ed Robinson Sheriff.

No 7226 Notice of Sale and Affidavit of Publication

March 22nd 1897: Notice of Sheriff Sale and Affidavit of publication filed as follows To-wit:

Sheriff Return; On Order of Sale

Annie L. Funkhouser
VS
Englehart C. Saum et al

J.E. Griffith Attorney

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 for Sale at the North door of the Court House in Marysville, Ohio on, Saturday, March 20th 1897, at or about the hour of one o'clock P.M. of said day the following described real Estate. To-wit:

Situated
as follows:
Westerly
Center of
conveyed
line of
& Ohio R
the Weste
beginnin
Said Not
Apprais
Terms of

The State

annexed
Newspape
with Tel

Sworn
Printers

April 19th

No 7226 Entry of Confirmation

Annie L

Englehart

Return of
on Confir
the Same
Court, i
and Conf

And
Henry P
purchase
premise
writ of pa
It
Sued on
And
to One H
Money i
Fou
Said prop
Secu
Guardian
This
remain
Upon her

Situated in the Township of Liberty, County of Union and State of Ohio, and bounded and described as follows: Part of Dangerfield Survey No 3487, beginning at a Stake (Witnessed by a buck) in the Westerly line of Said Survey No 3487, and in the Center of the Buckner Road; Thence with the Center of Said road N. 55° E. 114 poles to a Stake at the corner to a tract of land containing 40 acres conveyed by Mary Davis to Mercy M. Wolford, September 2nd 1881; Thence with the Westerly line of Said land S. 36° E. 93. poles to a Stake in the traveled track of the New York, Pensylvania & Ohio Railroad; Thence with the Center of of Said track S. 87° 30' W. 122. 40/100 poles to a Stake in the Westerly line of Said Survey No 3487; Thence with the Said line N. 34° 30' W. 132. poles to the beginning; Excepting therefrom So Much of Said lands as are occupied, and owned by the Said New York, Pennsylvania & Ohio, Railroad Company, Leaving 80 acres be the Same More or Less.

Appraised at $18.00 per acre
Terms of Sale Cash

J. Ed Robinson Sheriff
Union County Ohio

February 17th. 1897.—6.11.

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 general circulation in the County of Union, the first publication beginning with February, 17th 1897;

W O Shearer

Sworn to and Subscribed before me, this 22nd day of March 1897

Printers Fees $15.00 — 3rd Sale

J N Connell clerk

April 19th 1897; The following Entry was filed with the Clerk to-wit

No 7226
Entry of Confirmation

In the Court of Common Pleas
Union County Ohio

Annie L. Ruckwater, Plaintiff
vs
Englehart C Lauer et al. Defendants

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; 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 Henry Poling, 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 issue Satisfaction of the Mortgage herein Sued on to be entered on the record thereof, in the office of the Recorder of Union County Ohio

And the Court coming now to distribute the proceeds of Said Sale, amounting to One Thousand and Four (1004 00) Dollars, 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 $29.69.

Secondly = the Costs of this action taxed at $100.40 and to John M. Bredrick Guardian Ad. Litem of Effie Lauer $10.00 as Attorney fee.

Thirdly = To the plaintiff, Annie L Ruckwater, the balance of the Said Money remaining in his hands, to-wit the Sum of $863.91 to be applied as a Credit upon her Judgment against the Said defendants, Englehart & Lauer, Catherine E

Decker, and John N. Laird as administrator of Moses Laird deceased

And there still remaining due to the said Annie L. Freshwater the Sum of $212.00, execution is awarded against the said Engelhart C. Lauer, Catherine E. Decker and John N. Laird, administrator as aforesaid therefor,

John M. Brodrick guardian ad Litem

J. E. Griffith Attorney for Plaintiff

Attest J. N. Gosnell Clerk

No 7312
Petition

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of said Court, of the Term of April to-wit, May 14th 1897

Be it remembered that heretofore to-wit on the 10th day of February A.D 1897. The Citizens Home and Savings Company filed in the Clerks Office of the said Court of Common Pleas, the following Petition against Robert McCrery assignee &c to wit.

The Citizens Home & Savings Company: --- Plaintiff
against
Robert McCrery as assignee for the benefit of the creditors of Louis G. English, and William M. Winget as one of the Justices of the Peace for Paris Township Union County Ohio; Defendants

In the Court of Common Pleas of Union County Ohio.

Petition

The Plaintiff Says; That it is an incorporated company duly incorporated under the Laws of the State of Ohio; That said defendant, Robert McCrery is the duly appointed and qualified assignee for the benefit of the creditors of L Louis G. English, by virtue of a deed of Assignment, filed in the Probate Court of Union County, Ohio, and Letters of Assignment issued out of said Court; That said defendant, William M. Winget is one of the duly Elected and qualified; Justices of the Peace within and for Paris Township, Union County, Ohio,

The Plaintiff Says that it is Engaged in the business of receiving deposits, and Making loans Under the Laws of the State of Ohio, regulating Building and Loan Associations, That on and prior to the 16th day of December 1889 and from and after that date until the 16th day of November 1896; the said Louis G. English was the owner in fee, and seized of an Estate of inheritance in, and in the sole and peaceable possession of the following premises: Viz: Situate in the Village of Marysville, County of Union and State of Ohio, and described as follows; Being Fifty (50) feet off the west side of In Lot Number Three Hundred and Fifty one (351): For a more definite description of said In Lot, reference is hereby made to the recorded plat of Robinsons Addition to said Village in the Office of the Recorder of said Union County Ohio - Said Lot being No 334 of said Addition.

That on the 16th day of December 1889, said Louis G. English made an application to said plaintiff for a loan of Eight Hundred Dollars. Which application by the rules of said plaintiff Company was referred to the appraising Committee of the Board of directors of said Company. That the duty of said appraising Committee, under

the by laws of Said Company was to examine the property of all applications for loans, and report thereon to the Said Board of Directors. That on 6th day of January 1890. Said appraising Committee reported to Said Board of Directors refusing Said Application for Eight Hundred Dollars, but recomending a loan of Six Hundred Dollars which was accepted by Said Louis G. English, and he together with his wife duly Executed and delivered a Mortgage for Six Hundred Dollars to Secure Said loan on Said premises - That afterward to-wit: April 16th 1894, Said Louis G. English made an application to Said Plaintiff Company to increase his Said loan to Eight Hundred Dollars for the purpose of Erecting a Frame Store building, partly upon Said premises, and partly upon an unimproved Street adjacent thereto, and represented to Said plaintiff that the Said Store building would cost at least the Sum of Two Hundred Dollars, and that by reason of the Said improvement being built upon Said lot and becoming part of the premises. The Said premises would be well worth the additional loan desired - Said Application was referred to Said Appraising Committee aforesaid and on the 23rd day of April 1894. Said Appraising Committee Solely relying upon Said promise and representations of Said Louis G. English reported in favor of Said Application. On the 24th day of April 1894 Said Louis G. English, Made and delivered to Said plaintiff his Contract in writing for Said Sum of Eight Hundred Dollars, and at the Same time Said Louis G. English and his Wife Executed and delivered to Said plaintiff their Mortgage deed upon Said premises to Secure the payment of Said Contract in Writing aforesaid - That before Said plaintiff would pay Said additional loan as aforesaid it required Said Store building to be Compleated, and required the Contractor for the Erection thereof to release his right to a Mechanics Lien on Said premises for the Erection of Said Store building. Which release was duly recorded on the books of Said plaintiff, and the additional amount of Said loan was then and there on the 30th day of April 1894, paid over to Said Louis G. English, and was by him paid to the Contractor for the Erection of Said Store Building aforesaid.

That the Said Louis G. English having Made default in the payment of the dues, interest and premium required to be paid under and by virtue of Said Contract in writing. Said plaintiff did, on the 12th day of September 1896, file in this Court its Petition to foreclose Said Mortgage, and Such proceedings were had therein. That on the 16th day of November 1896, it obtained a judgment and order of Sale in foreclosure of Said premises

That on the 24th day of November 1896. Said plaintiff caused an order of Sale to issue out of Said Court on Said judgment and decree aforesaid and Such proceedings were had therein that on the 26th day of December 1896. Said premises were Struck off and Sold to Said plaintiff - That on the 5th day of January 1897. Said proceedings and Sale were duly Confirmed, and the Sheriff of Said County was ordered to Convey Said premises to Said plaintiff, which was accordingly done, and plaintiff is now the owner of Said premises in fee Simple.

On the 16th day of November 1896: Said Louis G. English Made a deed of assignment for the benefit of his Creditors, to Said defendant Robert McCreary which deed was duly filed in the Probate Court of Union County, Ohio, and Letters of assignment were issued out of Said Court to Said defendant Robert McCreary.

That on the 29th day of January 1897 Said defendant, Robert McCreary as Such assignee filed his affidavit in replevin before the defendant William M. Winget Justice of the Peace as aforesaid and thereby commenced an action before Said William M. Winget as Such Justice of the Peace, against Said plaintiff in replevin to recover the possession of Said Store building aforesaid: Said action in replevin is now pending before Said William M. Winget as Such Justice

as aforesaid, and unless restrained by an order of Court Said defendant, Robert McElroy as Such assignee will prosecute Said Case, and defendant William M Wright as Such Justice of the Peace, will proceed to try the Same and to render judgment thereon.

Plaintiff Says that it has no adequate remedy at law; that it has no adequate defence to Said action in replevin by reason of the facts herein Set forth which could be heard, and determined by Said Justice of the Peace; That if permitted to proceed with Said action in replevin, Said plaintiff will Suffer great and irreparable loss and damage

Plaintiff therefore asks that a temporary order of injunction be granted herein and that on the final hearing hereof, Said defendants be perpetually Enjoined from proceeding in Said Said action in replevin, and for all other proper relief in the premises.

John M. Brodrick Attorney for Plaintiff

The State of Ohio
County of Union } ss

John M. Brodrick being Sworn Makes oath that the plaintiff is an incorporated Company, that affiant is the duly elected and qualified Attorney thereof, that the facts herein Set forth are within the personal knowledge of affiant and that the facts Stated in the foregoing Petition are true

John M. Brodrick.

Sworn to by Said John M. Broadrick before me, and Signed by him in my presence this 10th day of February 1897.

(Seal) J. M Gorrell Clerk

No 7312 Temporary order of Injunction

February 10th 1897. The following Order of Injunction was issued by the Probate Judge and filed with the Clerk of the Court To-wit.

The Citizens Home and Savings Company - - - Plaintiffs
vs
Robert McElroy, as assignee for the benefit of the Creditors of Louis G. English and William M. Wright as one of the Justices of the Peace for Paris Township Union County Ohio

Order of Injunction

Before the Probate Judge

Motion for Temporary Injunction in the Court of Common Pleas
Union County Ohio

And now on this Tenth day of February 1897 came the Plaintiff, by John M. Brodrick it attorney- and it being mad to appear that there is at this time No Common Pleas, Circuit, or Supreme Judge within Said County, the Motion of the plaintiff for a temporary injunction came on, and was heard upon the petition of the plaintiff and the affidavit thereto attached and 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, Robert McElroy as assignee as aforesaid and William M. Wright a Justice of the Peace, as aforesaid from proceeding to prosecute and try the action in Replevin now pending before the Said William M. Wright as a Justice as aforesaid, Wherein the Said Robert McElroy, as assignee as aforesaid is plaintiff, and the Said, The Citizens Home and Savings Company is defendant, as prayed for in Said petition of Plaintiff: It is further ordered that the clerk of the Court of Common

No 7312 Undertakery by Plaintiff for Injunction

No 7312 Summons

Pleas iss
an Under
accepted b

The State of
Union Co

and for the
Copy of the

(Sea

February

The State
Union C

The Citizens
Company

Robert McE
William Mc

as assigne
of the Peace
that the pe
the damages
decided th

This Su

February

The State
Union C

Natify Rob
and Will
Company.
13th day of
and judgm
You will

Pleas issue Summons in this case. Endorse" Injunction allowed" on said plaintiff 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 $300 ~~00~~

James McCampbell Probate Judge.

The State of Ohio } Certificate of Copy
Union County ss }

I James McCampbell said Judge and ex officio Clerk of the Probate within and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct copy of the original Order of Injunction now on file in said Probate Court in the cause aforesaid

(Seal)

In Testimony Whereof I have hereunto set my hand and affixed the Seal of said Court at Marysville this 10th day of February 1897

James McCampbell Probate Judge

February 10th 1897: The following Undertaking by Plaintiff for Injunction was filed to wit

The State of Ohio } Undertaking by Plaintiff for Injunction
Union County }

No 7312
Undertaking by Plaintiff for Injunction

The Citizens Home and Savings Company Plaintiff
vs
Robert McCrory Assignee and William M Winget J P &c Defendants

We bind ourselves to the said defendants, Robert McCrory as assignee for the benefit of Creditors of Louis G. English, and William M. Winget, a Justice of the Peace for Paris Township Union County, Ohio, in the Sum of three Hundred Dollars that the plaintiff, The Citizens Home and Savings Company shall pay to the said defendants the damages they may sustain by reason of the injunction in this action, if it finally decided that the said injunction ought not to have been granted.

Witness our hands this 10th day of February 1897

H. W Merry: S E Plate
C. S. Hamilton John F Fawcett

This Undertaking approved by me this 10th day of February 1897

Joseph N Gannell Clerk of said Court.

February 10th 1897: The following Summons was issued and delivered to the Sheriff to wit

No 7312
Summons

The State of Ohio } Summons.
Union County }

To the Sheriff of Union County: You are hereby commanded to Notify Robert McCrory, assignee for the benefit of the Creditors of Louis G. English and William M. Winget, that they have been Sued by The Citizens Home and Savings Company, in the Court of Common Pleas of Union County, and must answer by the 13th day of March A.D. 1897; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons, on the 22nd day of February A.D. 1897.

Witness my hand and Seal of said Court this 10th day of February A.D. 1897

J N Gannell Clerk

No 7312
Sheriff's return
on Summons,

February 17th 1897. Summons returned indorsed as follows by the Sheriff To-wit

The State of Ohio
Union County

Sheriffs. Return

Received this writ February 11th A.D. 1897 at 8 o'clock A.M. and Served the Same by delivering a true and certified copy of this writ with all the endorsements thereon to Robert McCrory and William M. Winget personally on the 11th day of February 1897

J. Ed Robinson Sheriff

Sheriffs Fees		
Service & Return		65
Mileage		16
Copies		30
Total	$1	11

No 7312
Answer of
Robt McCrory
as assignee

March 17th 1897. The following answer was filed by Porter & Porter Attorney for assignee

The State of Ohio Union County ss

The Citizens Home and Savings Company - - - - Plaintiff

vs.

Robert McCrory, as assignee for Louis G. English - and Wm M. Winget as J.P. for Paris Township Union County Ohio - - - - - Defendants

Court of Common Pleas

Answer, of Robert McCrory as Assignee

The defendant Robert McCrory, as assignee for Louis G. English, answering to plaintiffs petition; Says.

1st = That he admits that the plaintiff is a corporation under the laws of Ohio; and that the said Robert McCrory, is the duly appointed and qualified assignee for said Louis G. English: and that William M. Winget, is one of the Justices of the Peace, in and for Paris Township, Union County; and that plaintiff is Engaged in the business of receiving deposits, and making loans under the laws of Ohio; as alledged.

And said answering defendant further admits, that Louis G. English was the owner of the lot in the said petition described; and that on the 12th day of February 1890, said Louis G. English and wife executed to said plaintiff a Mortgage for $600.00, as alledged, but aver that said Mortgage was long since paid off and canceled, to-wit; on the 10th day of November 1893, by said English, and that on April 24th 1894, the said English and wife executed to plaintiff a Mortgage for $800.00 on said lot, but that the said English alone did execute the contract in writing, as embadied in said Mortgage, as alledged in said petition

And for further answer, defendant admits that, plaintiff did foreclose his Mortgage, and obtain his Order of Sale, and did sell the said premises, but defendant denies the sale to the plaintiff alleged, and denies that plaintiff is the owner of said premises.

Defendant further answering, admits that Robert McCrory as assignee of Louis G English, is duly appointed and qualified as such assignee; and that replevin proceedings were commenced before Wm M. Winget and are pending to recover said Store building, as alleged, - and defendant further admits that two thirds of said Store building was built by said English on an unimproved adjacent Street.

And this answering defendant, denies each and every allegation and Statement made and contained in plaintiffs petition, not herein expressly admited.

No 7312
Reply of
Plaintiff

The Citizens
Company

Robert Mc
the benefit
G. English
as one of the
Township Un

the Second
as aforesa
upon an a

Sta
that said
English
of it upon
Ohio, and
building
improve
Said
Store brick
feet long
and two-
Said
together, t
Sills resti
be easily
without
And
connected
that it sh
permanen
And
never con
sion to Sa
was assig
to be Con

State of
Union Cou

being du
are true

Sworn to
of March

March 20th

Second: Defence:- For a Second defence, Said answering defendant Says, that Said Store building, which the defendant Sought to replevin, was built by Said English after he executed Said Mortgage of April 24th 1894; and was placed two thirds of it Upon an unimproved Street, by leave of the Village authorities of Marysville Ohio, and with the agreement and Understanding with Said authorities, that the Said building was to be Moved off Said Street whenever the Village Council desired to improve the Street Upon which Said building was placed.

Said building was put up by Said English to be used by him as a grocery and Store building and for no other purpose, the Same was built 12. feet Wide and 24 feet long, only one third of which was on the premises described in Said petition and two-thirds thereof was built in Said Street.

Said building was erected upon Square timbers for Sills, which were framed together, by Mortises and tenons, and pinned together in a Substantial Manner, which Sills rested Upon blocks of Wood placed Upon the Surface of the ground, that it might be easily and Safely Moved at any time, when Said license would be revoked, and without danger to Said building.

And defendant further answering Says, that Said building was in no way connected with any other building on Said premises, not even with the lot itself- Excepting that it Stood upon blocks as aforesaid, and never was intended by Said English to be a permanent accession to the lot described in Said petition.

And in the place where it Stood- two Thirds of the Same being in the Street, it Never could be, and was never intended by Said English to be a permanent accession to Said lots and was only intended by him as personal property, and as Such, was assigned to this answering defendant, and was not, and never was intended to be Covered by Said Mortgage.

Potter & Porter Attorneys for Defendant.

State of Ohio } ss
Union County }

The defendant Robert McCrary, as assignee, for Lewis G. English, being duly Sworn Says that the allegations, and Statements in Said answer are true as he Verily believes.

R. McCrary

Sworn to and Subscribed before me by the Said Robert McCrary, this 18th day of March, 1897.

(Seal)

J.M. Gosnell Clerk of Courts

March 20th 1897: The following Reply of Plaintiff by John M. Brodrick their atty was filed

No 7812
Reply of Plaintiff

The Citizens Home and Savings Company Plaintiff
against
Robert McCrary as assignee for the benefit of the Creditors of Lewis G. English, and William M. Wright as one of the Justices of the Peace for Paris Township Union County, Ohio, Defendants

In the Court of Common Pleas.
Union County Ohio.

Reply

And now comes the Said Plaintiff and for reply to the Second defence in the answer of Said defendants Robert McCrary, as assignee as aforesaid, Says, That it admits that a part of Said building was placed partly upon an unimproved Street in the Village of Marysville Ohio, and Plaintiff

denies each and every allegation in said Second defense contained not herein Specifically admitted; Second, Further replying to said answer, plaintiff says, That on the 11th day of November 1893. said Louis G. English executed a contract in writing, and he and his said Wife Executed, and delivered to plaintiff their Mortgage on the premises in said petition described for the Sum of Four Hundred Dollars which in connection with the warning on the loan of $600.00 granted on January 6th 1890, reduced said original loan to the said Sum of Four Hundred Dollars; That on April 24th 1894, the Balance remaining due on said loan of November 11th 1893, was Three Hundred and Fifty Four 90/100 Dollars, and on said April 24th 1894, said balance was paid off, and the further Sum of $245.00 was paid to said English, all in one Check for $600.00, which Equaled the original loan granted January 6th 1890, but the remainder of said loan-to-wit $200.00 so granted for the sole purpose of Erecting said Store building, as alleged in plaintiffs herein was withheld, and not paid to said English, until after said building had been completed, and the Contractor had Signed his written waiver, to said plaintiff of his right to a Mechanics Lien, for the Construction of said Store building, and then said amount was paid to said English, and he paid said Contractor the Contract price for said Erection, and Construction of said Store building.

John M. Brodrick Attorney for Plaintiff.

The State of Ohio } ss
County of Union }

John M. Brodrick being Sworn Makes oath that he is the Attorney for said plaintiff, That Plaintiff is an incorporated Company, and that the facts Stated in the foregoing reply 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 20th day of March 1897.

Seal

J. N. Gamble Clerk of Courts

May 4th 1897. The following Entry was filed with the Clerk of Court To-wit;

No 7312 Entry

The Citizens Home and Savings Company
Vs
Robert McCrory, Assignee et al

Entry

This day came the parties herein and thereupon this cause came on for hearing on the pleadings and the evidence, and the was argued by Counsel and Submitted to the Court. On Consideration the Court find the Equities of the case, on the issue joined to be with the plaintiff, and that the plaintiff is entitled to the relief prayed for.

It is therefore ordered and decreed by the Court that the injunction heretofore granted in this action be and the Same hereby is made perpetual

It is further considered that the said Plaintiff recover from the said defendant Robert McCrory as assignee its Costs herein Expended. Taxed at $

Thereupon the said defendant Robert McCrory as assignee for the benefit of the creditors of Louis G. English gave Notice of his intention to appeal this cause to the Circuit Court

Broadrick for Plaintiff
R. McCrory.

Attest J. N. Gamble Clerk

No 7115 Petition

Pleas
the comm
Pleas of th
of the Per
Court. On
Be
1896. Aa
Pleas th

Aaron

Ellen V.
W. Kutch
and Eliza
Coder

That on
Coder Ex
a Warran
W. Kut
Union C
Begin
corner to
No 12 pag
Road N.
of Lot. No
Stake N
N. 8° W. 2
the South
Land; the
Corner to
said Roa
and that
That a
Secure th
payable $
from said
executed
aforesaid.
the payme
Which M
the Record
part of th
Williams
the said
Village o
Coder Sec
that Said
there is n
May 17. 18

Pleas Continued and held at the Court House, in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of Said Court, of the Term of September to-wit; on the 28th day of September in the year of Our Lord, One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore, to-wit, on the 27th day of May A.D. 1896. Aaron B. Robinson filed in the Clerks office of the Said Court of Common Pleas the following Petition against Ellen V. Hutchinson et al to-wit

Aaron B. Robinson Plaintiff
vs.
Ellen V. Hutchinson, and William W. Hutchinson, and W.A. Robertson and Elizabeth Coder, and George Coder ..... Defendants

No 7115
Petition

Court of Common Pleas of.
Union County Ohio

Petition

The Said Plaintiff Aaron B. Robinson Says, That on the 17th day of May 1895. the Said Defendant Elizabeth Coder and George Coder Executed, and delivered to Ellen V. Hutchinson and William W. Hutchinson a Warranty Deed, and thereby Conveyed to Said, Ellen V. Hutchinson and William W. Hutchinson the following described Real Estate Situate in Paris Township Union County, Ohio; and Part of Survey No. 3354, and bounded as follows, To-wit

Beginning at a Stone in the Center of the, Buck Run or Collins Road, South west corner to Lot No. 1, of the Subdivision of a part of Survey No. 3354 Recorded in Book No 12 page 273 of the Records of Deeds of Said County; Thence with the Center of Said Road N. 78° E. 20. poles to a Stone; Thence N. 8° W. 40. poles to a Stake, in the North line of Lot. No. 2 of Said Subdivision; Thence with Said line S. 78° W. 20. poles to a Stake North west Corner to Said Lot. No. 2; Thence with the West line of Lot 3 & 4, N. 8° W. 26 80/100. poles to a Stone and Stake, Corner to the W.H. Curdy Land; Thence with the South line of Said Lot S. 78. W. 24 poles to a Stake, Corner to James W. Robinsons Land; Thence with the East line of Said line of Said Land S 8°. E 66 88/100 poles to a Stone Corner to Said Lands, in the Center of Said Collins Road; Thence with the Center of Said Road N. 78° E. 24. poles to the place of, beginning Containing 15 acres More or Less and that Said Defendants Coder have no interest whatever, in Said Lands.

That at the Same time and place, and as a part of the Said transaction, and to Secure the payment of the purchase Money therefor to-wit Seven Hundred, Dollars payable $350.00 in one year, and $350.00 in two years from Said date with interest from Said day, 17, 1895. the Said Ellen V. Hutchinson and William W. Hutchinson executed and delivered to Said Elizabeth Coder their Mortgage Deed for the lands aforesaid, and thereby Conveyed the Same to Said Coder for the purpose of Securing the payment of Said $700.00 as purchase Money, and the interest thereon as aforesaid. Which Mortgage deed was duly filed for Record on the 18th day of May 1895. With the Recorder of Said County. And on the Same day, and at the Same place, and as a part of the Same transaction, and at the request of the Said Ellen V. Hutchinson William W. Hutchinson, and Elizabeth Coder, and to Enable them to Make their trade the Said Plaintiff Conveyed to Said Elizabeth Coder, Certain Real Estate in the Village of Marysville Ohio, and their Consideration therefor. The Said Elizabeth Coder Sold, assigned, and, Transfered to Said Plaintiff the Mortgage aforesaid, and that Said Plaintiff is now the owner thereof, and No part thereof has been paid, and there is now due thereon the first payment, the Sum of $350.00 with interest from May 17. 1895. from Said Mortgagors, to plaintiff, and the further Sum of $350.00 with

interest from May 17th 1895 will become due May 17th 1897; and the conditions of Said Mortgage have been broken.

That prior to the Execution of the above named Mortgage, to-wit, on the 28th day of February, 1895 the Elizabeth Coder and George Coder executed a Mortgage on the premises above described to W. A. Robertson, which was filed for Record March 2, 1895, to Secure the payment of Nine Hundred dollars to Said, Robertson with interest from February 28th 1895 at 7 per Cent, and payable in three years, and interest payable Semi-Annually, none of which have been paid, and it is a prior lien on Said Real Estate.

That the Real Estate So Conveyed to Said Ellen V. Hutchinson and William W. Hutchinson has been abandoned by them and is now Unoccupied, and is going to waste, and the Same is Insufficient in Value to Secure the payment of the Mortgage Liens aforesaid, and that Plaintiff has no other Security from which to Make the the Same, and that he is in danger of Losing his Claim, and that there ought to be a Receiver appointed to take Charge of Said property, and to Rent the Same to receive the rents, and pay taxes, and to otherwise have Charge thereof, and to pay the proceeds on Said Liens, as the Court may direct.

Therefore Said Plaintiff asks for the appointment of a Receiver to take Charge of the Real Estate upon which Said Mortgage is placed- and for an order of foreclosure against Said Ellen V. Hutchinson and William W. Hutchinson in favor of Plaintiff, for the Sum of $350.00 and interest thereon from May 17th 1895 to become due May 17th 1897.- and that Said Defendants W. A. Robertson, and Elizabeth Coder, and George Coder be required to answer, Setting up any interest Either of them may have in Said Real Estate, or be forever Barred Therefrom, and the Statements herein made be declared as true against each one of them, and for Such other and further relief as is right and proper.

Robinson & Woodburn Attorneys for Plaintiff

The State of Ohio Union County ss

A. B. Robinson being first duly Sworn Says that the Statements in the foregoing Petition are true as he believes

A. B. Robinson

Sworn to before me by A. B. Robinson and by him Subscribed in my presence this 29th day of May, 1896 (Seal)

J. N. Gamble Clerk of Courts

May 28th 1896: The following Bond of A. B. Robinson filed- To-wit:

Aaron B. Robinson Plaintiff
vs.
Ellen V. Hutchinson, and Other Defendants

Court of Common Pleas of Union County Ohio

7115 Receivers Bond.

We the Undersigned James W. Robinson and A. B. Robinson are held and firmly bound unto Said defendants in the Sum of Five Hundred dollars, the payment of which well and truly to be made, we do hereby bind ourselves this 29th day of May 1896; Conditioned that whereas the Said James W Robinson has been appointed by Said Court as Receiver in this case, to rent and collect and otherwise contract and care for the property described in Plaintiffs Petition, & report the Same unto this Court.

Now if the Said Receiver Shall well and truly perform his duty as Such Receiver and account for all Moneys that come into his hands as Said Receiver as the Court may direct and pay any damages that may accrue

to Said a
then this

July 9th

No 7115 Waiver of Service

Aaron B.

Ellen V. Hu
Hutchinson
Elizabeth C
Coder

and Wille
in this c

May 28

Aaron B

No 7115 Appointment of Receiver

Ellen V. Hu

the Mot
real Est
and the
appointe
to take C
And it
execute
in the S

June 9

Aaron B.

No 7115 Cross Petition of Abel J. Wilson

Ellen V. Hu

of the def
herein
died lea
thereof, W
of Licki
March,
thereupon
By

to said defendants by reason of said appointment if the same is wrongfully granted. then this obligation to be void, otherwise to remain in full force in law.

Aaron B. Robinson
J. W. Robinson.

July 9th 1897: The following Waiver of Appearance was filed to-wit

No 7115
Waiver of Service

Aaron B. Robinson Plaintiff
vs
Ellen V. Hutchinson. William W. Hutchinson W. A Roberts. Elizabeth Coder and Lurge Coder Defendants.

Court of Common Pleas of Union County Ohio

Foreclosure of Mortgage

Now Comes the said defendants Ellen V. Hutchinson and William W. Hutchinson, and Waive the issuing and Service of Summons in this case, and Enter their Appearance therein without further process

E. V. Hutchinson
W. W. Hutchinson.

May 28th 1896 The following Entry for the appointment of Receiver filed to-wit

No 7115
Appointment of Receiver

Aaron B. Robinson
vs
Ellen V. Hutchinson, et al.

Union Common Pleas

This day this cause came on to be heard, at Chambers, on the Motion of plaintiff for the appointment of a Receiver to take charge of the real Estate described in the Petition, and to Rent and pay taxes upon the Same: and thereupon it is Ordered that James W. Robinson be, and he is hereby appointed Receiver of the said Real Estate described in the Petition, and is directed to take charge of said Real Estate, and to Rent and pay Taxes on the Same.

And it is ordered that before entering upon his duties as such Receiver, he execute to the Plaintiff herein an Undertaking, conditioned according to law in the Sum of $500.00.

Done at Chambers this 28th day of May A.D. 1896

John A. Price Judge of Court of Common Pleas

June 9th 1896: The following Cross Petition of Abel J. Wilson filed To-wit.

No 7115
Cross Petition of Abel J. Wilson

Aaron B. Robinson Plaintiff
vs
Ellen V. Hutchinson, et al. Defendants

In the Court of Common Pleas of Union County Ohio
Cross Petition of Abel J Wilson as Executor of W A Robertson deceased.

Now Comes Abel J. Wilson, Executor of the estate of the defendant. W. A. Robertson, asks to be Substituted as a defendant herein in his Stead, and Says that on day 1896 the said W A Robertson died leaving a Will whereby he appointed the said Abel J Wilson Sole Executor thereof, which will was afterwards duly admited to Probate in the Probate Court of Licking County Ohio, and Letters Testamentary were, on the 27th day of March, 1896, by said Court duly issued thereon to said Abel J. Wilson, who thereupon duly qualified, and entered on the duties of Such office.

By way of Cross petition this defendant, as such Executor, Say that on the

28th day of February. 1895. Said Elizabeth Coder, and George Coder executed and delivered to Said W. A. Robertson their Certain promissory Note, a copy of Which Note is Made a part of this Cross-petition, and is as follows.

$ 700.00 Marysville Ohio February 28th 1895.

Three years after date I. promise to pay to the Order of W. A. Robertson, Nine Hundred Dollars, at the Peoples Bank, Marysville Ohio Value received, Without any relief whatever from Valuation, and appraisment Laws, with interest at the rate of Eight per Cent per annum, after Maturity, payable Semi annually; it is Expressly agreed that if default is made in the payment of any one of the Coupons 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 portion 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

P. O. Marysville Ohio (Signed) Elizabeth her mark Coder
George Coder.

J H Kinkade } witnesses.
T. J. Lovell }

There are no Credits or indorsements on Said Note

On the Same date, the Same, parties executed and delivered to Said W. A. Robertson Six interest Coupon Notes representing the Semi annual interest on Said principal Note, at 7% all of Said Coupon Notes are dated Feb 28th 1895. each call for $31.50, with interest at Eight per Cent, payable Semi annually, due Aug 28th 1895, Feb 28th and Aug 28th 1896, Feb 1897, and Feb 28th 1898, respectively.

The first of Said Coupons, due Aug 28th 1895, has been paid, but none other.

The Second of Said Coupons is past due and unpaid, a copy of which is made a part of this Cross petition, and is as follows:

$ 31.50 Marysville Ohio February 28th 1895

Twelve Months after date, I promise to pay to the Order of W. A. Robertson, Thirty One and 50/100 Dollars, at the Peoples Bank, Marysville, Ohio Cwith interest at the rate of Eight per Cent per annum, after Maturity, payable Semi annually) being the Second Semi-Annual interest on the note hereto attached, of even date herewith, and Subject to all the Conditions of Said Note

Witness (Signed) Elizabeth her mark Coder.
J. H. Kinkade George Coder.
T. J Lovell.

There are no Credits or indorsements on Said Note

In order to Secure the payment of Said principal Note, and interest Coupon Notes, the Said Elizabeth Coder, and George Coder, her husband, executed and delivered to Said W. A. Robertson, a Mortgage, dated Feb 28th 1895, upon the premises described in the Petition

In Said Mortgage it was provided that if Said principal Note and interest Coupon Notes were paid according to the Conditions therein, then Said Mortgage Should be Void otherwise to be and remain in full force, and virtue in law forever.

On the
Recorder of
records, o
The Co
and there
With inte
Sum of P
defendan
ale of Sa
principal
Wherefo
interest, a
its just

State of
Union C

Wilson,
a non re
foregoin

Sworn

August

No 7115 Answer and Cross Petition of The Robinson & Curry Co

Aaron R

Ellen V Hu

Corporati
Entering
Petition
Hutchin
Six per C
is a copy
Aug 8

Aug 15th 18

On the 2nd day of March 1895. at. 11. o'clock A.M. Said Mortgage, was delivered to the Recorder of Union County Ohio. and was recorded in Vol. 38. pages 64 and 65 of the Mortgage records, of Said County.

The Conditions of Said Mortgage have ben broken, and the Same has become absolute, and there is now due, and owing this defendant, as Such Executor the Sum of $900 Cts. With interest at 7% (payable Semi-Annually) from the 28th day of Feb. 1896. and the further Sum of $81 Cts. With interest at 8% (payable Semi-Annually) from Feb. 28th 1896. — This defendant is also Entitled to interest at 8% (payable Semi-annually) upon any and all of Said interest Coupon Notes that may hereafter become due before payment of Said principal Note.

Wherefore this defendant prays that Said premises may be Sold, that his debt and interest, as Such Executor be paid in full, out of the proceeds of the Sale, in the order of its just priority, and that he may have all other proper relief.

J. E. Griffith Attorney for Abb J. Wilson
Executor of W. A. Robertson, deceased.

State of Ohio
Union County ss

J.E. Griffith being duly Sworn, Says he is the attorney of Said Abb J. Wilson, as Such Executor, duly authorized in the premises, that Said defendant is a non resident of Union County Ohio. and that he believes the allegations in the foregoing pleadings are true.

J. E Griffith

Sworn to and Subscribed before me this 8th day of June A.D. 1896

(Seal)

J. W Dillon
Notary Public

August 5th 1896: The following Answer and Cross Petition of The Robinson & Curry Co filed Court

In the Court of Common Pleas of
Union County Ohio

Aaron B. Robinson Plaintiff
Against
Ellen V Hutchinson et al Defendants

Answer and Cross Petition of The Robinson & Curry Co.

No 7115
Answer and Cross Petition of The Robinson & Curry Co

And now comes. The Robinson & Curry Company. a Corporation duly organized under the laws of the State of Ohio- and Voluntarily Entering its appearance herein. by leave of the Court files this its answer and cross Petition herein. and Says. That there is due it from the defendants. Ellen V. Hutchinson. and W. W. Hutchinson the Sum of Sixty Four and 5/100 Dollars. with Six per Cent. interest from April 3rd 1896. on an account of which the following is a copy with all credits and indorsements thereon To-wit.

Aug 8th 1895.	14. Ps	2 X 6 - 10. Hlk	= 140		
	2 "	2 X 8 - 14 "	= 37		
	1 "	2 X 6 - 16 "	= 16		
	15 "	2 X 4 - 16 "	= 160		
	14 "	2 X 4 - 10 "	= 182		
	10 "	2 X 4 - 12 "	= 80		
	6 "	2 X 8 - 10 "	= 80		
	4 "	2 X 4 - 14 "	= 37 = 1.40 =	$ 10.25	
Aug 15th 1895.	5 "	2 X 8 - 14 "	= 93		
	2 "	2 X 8 - 12 "	= 32		
	14 "	2 X 4 - 10 "	= 93		
	18 "	2 X 4 - 16 "	= 112 = 3.50	461	
	1½ M. R.C. Shingles		3.00	450	

Aug 15th 1895	4 Bdo. 1×14-10 =	80	
	100 ft Sidg 1×4½ #	2140	2.20
220 ft Lynn Siding #2		1440	
Extra Drayage		25	4.65
Aug 24th	50 ft Step	25	
	1/0 Cull floor	115	
	1 # 3. Door 2.8 × 6.8	125	
	2 Mud Sash 24×28	120	3.15
Sept 2nd 1895	1 Odd Sash		25
" 14 "	150 ft # 3 floor	2.25	
	22 " Hlk Lady	1.44	
	2 # Door frames	1.00	3.69
Sept. 16th 1895	8.M # 1. Lath		7.50
Nov. 29th "	1 B. 2×6-16=16.	22	
	6 " 2×6-12	72	
	11 " 2×4 = 14=10=	188	
	4 " 2×4=12= 32	51	
	1 " 2×6-12-12	18	
	1 " 4×4-12 5+5 Lucs	32	
	72 ft # 3 Y.P. floor 15c	1.08	
	275 odd Siding 1.5c	4.12	
	100 " # 4 B Bdo	2.00	
	1000 16" Hlk Shingles	2.25	13.04
Dec 6 1896.	78 ft 8" C.S. Base	2.34	
	78 " OG Shoe	39	
	200 " # 1½ Y.P. Fris	2.50	
	50 " 1×6 " "	87	
	150 " Wainscoting	2.70	
	1 Door 2.6 × 16.6	1.00	10.30
April 8th 1896	Int to date		1.50
	Total		65.64
Nov 29th 1895. By P. Brundle Lath cut			1.12
	Balance $		64.52

Said defendants, The Robinson & Curry Co. Says; That the items contained in Said account were for Work done, and Materials furnished by Said, The Robinson & Curry Company, to Said defendants, Ellen V. Hutchinson and W. W. Hutchinson at their Request for the altering and repairing of a dwelling house on the premises described in Plaintiff's Petition herein filed at the Various dates Stated in Said account.

Said Defendants, The Robinson & Curry Company further Says that on the Fourth day of April, 1896., Within four Months from the time of performing Such labor, and furnishing Such Material it filed with the Recorder of Union County, Ohio, an affidavit containing an itemized Statement and Value of Said Labor and Materials with all Credits and indorsements thereon, together with the time when Said account Should have been paid, and a description of the premises upon which Said building was altered and repaired, which affidavit was by Said Recorder recorded in Volume 4 Pages 71 & 72. in the Records of Liens in Said County. Said defendants, The Robinson & Curry Company's Claim therefore became a Valid and Subsisting Lien on Said building and premises from the 8th day of August 1895. the date when Said Labor was commenced.

. and Said
dent inter
Said Acco
The Sa
against Sa
Said clai
Sold, and
in the Orde

The State of
County of U

Assistant
Stated in t

Swo
presence the

No 7115 Summons in answer and Cross Petition — To the Cle

Ellen V. H
returnable
Lucin. Ar

December 3

No 7115 Summons in answer and Cross Petition — The State of
Union Cou

Ellen V. H
has filed a
Ellen V. H
and that
petition a
et al. file
and judg
Yen

No 7115 Sheriff's Return — December

The State o
Franklin

. and Said Materials furnished, the Sum of Sixty Four and 52/100 Dollars. With 6. per cent interest from the 3rd day of April 1896., now remains due and Unpaid upon Said account.

The Said defendant, The Robinson & Curry company therefore prays, Judgment against Said defendants, Ellen V. Hutchinson, and William W. Hutchinson, that its Said claim be declared a lien on Said premises, that the Said premises be ordered Sold, and the proceeds arising therefrom be applied to the payment of the liens therein in the order of their priority, and for all other proper relief in the premises.

John M. Brodrick Attorney for The Robinson & Curry Co

The State of Ohio
County of Union } ss

E. G. McCann, being duly Sworn Makes Oath that he is the Assistant Secretary, of Said, The Robinson & Curry Company, and that the facts Stated in the foregoing Answer and Cross Petition are as affiant believes true.

E. G. McCann.

Sworn to by Said E. G. McCann before me, and Signed by him in my presence this 25th day of July A.D. 1896

(Seal)

Arthur C. Longbrake
Notary Public Union Co: O.

No 7115 Summons in answer and Cross Petition

To the Clerk:

Issue Summons to Sheriff of Franklin County, Ohio for defendants Ellen V. Hutchinson, and William W. Hutchinson in this answer and Cross Petition returnable according to law: Indorse: Judgment & Foreclosure of Mechanics. Lein. Amount Claimed $64.52 with Six per cent interest from April 3rd 1896.

John M. Brodrick Attorney for The Robinson & Curry Co

December 3rd 1896: Summons in Cross. Petition issued to Sheriff of Franklin County Ohio

No 7115 Summons in answer and Cross Petition

The State of Ohio
Union County } ss

Summons. in Cross. Petition

To the Sheriff of the County of Franklin

You are Commanded to Notify Ellen V. Hutchinson and William W. Hutchinson, That The Robinson & Curry Company has filed an answer and Cross petition in the case of.. Aaron B. Robinson; against Ellen V. Hutchinson et al: No 7115. in the Court of Common Pleas of Union County, and that unless they answer by the 2nd day of January A.D. 1897. the Said Cross petition of the Said, The Robinson & Curry Company; against; Ellen V. Hutchinson et al. 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 December A.D. 1896.

Witness My hand, and Seal of the Said Court at Marysville this 3rd day of December A.D. 1896

(Seal)

Joseph N Gorrell Clerk of the Common Pleas Court
Union County Ohio

December 15th 1896: The Sheriff of Franklin County Made the following return on above Summons

No 7115 Sheriffs Return

The State of Ohio
Franklin County } ss

Sheriff's Return

Sheriff's Fees:		
Service		40
Mileage	1	60
Copies		40
Docket &c		20
Return		25
Total	$ 2	85

Received this writ Dec 4th A.D. 1896 at 9, 8o Clock A.M. and pursuant to its command on Dec 12th A.D. 1896. I Served the same by personally handing a true copy thereof, with all the endorsements thereon to Each of the within named Ellen V. Hutchinson and Williams W. Hutchinson

Wheeler J. Yonnd Sheriff
J.W. Roberts Deputy

September 28th 1896; The following Entry of Decree was filed with the Clerk to wit

A.B. Robinson. vs Ellen V Hutchinson and others

Court of Common Pleas of Union County Ohio

No 7115 Entry of Decree

This day this Cause Come on to be heard by the Court, and the Court being fully advised in the premises finds for the Plaintiff, and that there is due Plaintiff, three Hundred and Seventy Eight Dollars from the defendants Ellen V. Hutchinson and William W Hutchinson, and that there is due the defendant W. A. Robertson from said Hutchinsons $769 and that both said Sums of Money are past due and are Secured by Mortgage on the premises described in plaintiff's petition, and that the conditions of said Mortgages are broken, and that said premises ought to be Sold, to pay said Sums of Money - as well as a Mechanics Lien of $65 00 of Robinson Curry Co,

It is therefore Considered, Ordered, Adjudged, and decreed by the Court that an Order of Sale issue in this Case, Commanding the Sheriff of Said County to advertise and Sell the Real Estate described in Said Petition according to Law, and to report his proceedings herein to this Court at the Next Term thereof to which time this cause is Continued.

February 12th 1897; The following Order of Sale was issued to the Sheriff of Union County,

No 7115 Order of Sale

The State of Ohio Union County ss

Order of Sale

To the Sheriff of Said County - Greeting

Whereas at a Court of Common Pleas, holden at the Court House in Marysville in Said County of Union, on the 28th day of September 1896; Aaron B. Robinson, W. A. Richardson and The Robinson & Curry company, obtained a Judgment and decree against Ellen V. Hutchinson et al. for the Sum of $378 00 $969 and $65 00, and $14 35 Costs of Suit

And Whereas it was then and there, by Said Court ordered, adjudged, and decreed, that the Said Ellen V Hutchinson et al within days from the 28th day of September A.D. 1896, pay unto the Said Aaron B. Robinson, W. A. Robertson, and The Robinson & Curry Co. the Said Sums of $378 00 $969 and $65 00, with interest from the 28th day of September 1896, and Costs aforesaid, and on 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 days aforesaid have fully expired, and the Said Sums of $378 00 $969 00 and $65 00 Dollars and Costs aforesaid, have not been paid or any part thereof, as appears to us of record

We therefore Command you, that you proceed, without delay, to appraise

advertise
at law, the
Situate
bounded a
or Collins
No 3354, F
thence nor
to a Stake
S. 78° W. 20
line of Lo
land; Th
to James
poles to a
with the
15 acres.
We the
decree into
above des
you apply
Costs and
herein; to
and bring

March 20

No 7115 Sheriff's Return on Order of Sale

the State of
Union Co

Sheriff's Fe
Service
Levy
Sum Appra
Swear. Apf
Certificate Ap
Writing Appra
Copy of Appra
Notice & Print
Writing Notic
Mileage
Poundage
Return
Total Sheriff
Appr's Fees
Printers Fe

weeks; and
at the time
public Sa

advertize and Sell according to the Statute regulating Judgments and Executions at law. the following lands and Tenements, Situate in Union County, Ohio, To-wit;

Situate in Paris Township Union County Ohio: and part of Survey No 3354, and bounded as follows-to-wit: Beginning at a Stone in the Center of the; Buck Run or Collins Road, South west Corner to Lot No 1. of the Subdivision of a part of Survey No 3354, Recorded in Book No 12 page 273. of the Records of deeds of Said County; Thence with the Center of Said Road N. 78° E. 20. poles to a Stone; Thence N 8°. W. 40. poles to a Stake in the North line of Lot No 2. of Said Subdivision; Thence with Said line S. 78°. W. 20 poles to a Stake North west Corner to Said Lot No 2; Thence with the West line of Lot 3 & 4. N 8°. W. 26 80/100. poles to a Stone and Stake, Corner to the Mrs Cundy land; Thence with the South line of Said Lot. S. 78°. W. 24. poles to a Stake Corner to James W. Robinsons land; Thence with the East line of Said land S. 8°. E. 66 88/100 poles to a Stone. Corner to Said lands. in the Center of Said Collins Road; Thence with the Center of Said Road N. 78 E 24 poles to the place of beginning; Containing 15 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 Court of Common Pleas. and the Seal of Said Court, at Marysville this 12th day of Feb. A.D. 1897

J. N. Garnell Clerk.

March 20th 1897: The following return was made by the Sheriff on Order of Sale. to-wit.

No 7115
Sheriff's
Return on
Order of Sale

The State of Ohio
Union County } ss

Sheriff's Return.

In obdience to the Command of the Order of Sale hereto annexed, I did on the, 15th day of February, 1897 Summon. Dyer Reed. Richard Ousler, and Safe Mullen, three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described, Upon actual View, and afterward, on the 15th day of February A.D. 1897. Said. Appraisors returned to me under their hands and Seals that they. did, upon actual View of the premises, estimate and appraise the real Value in Money of the Same at Three Hundred & Twenty five Dollars. A. Certified Copy of Said Appraisal. I. forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County. And on the 17th day of February 1897: 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 March A.D. 1897: 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 5. Consecutive weeks; and in pursuance to Said Notice, I did on Said 20th day of March A.D. 1897, at the time and place above Mentioned. proceed to offer Said lands and tenements. at public Sale, and then and there came Aaron. B. Robinson who bid for the Same

Sheriff's Fees:		
Service		
Levy		
Sum Appro		
Sworn. Appro		
Conveyng. Appro		
Writing Appraisal		
Copy of Appraisal		
Notice to Printer		
Writing Notice		
Mileage		
Poundage		
Return		
Total Sheriffs		
Appr's Fees		
Printers Fees		

The Sum of Eight Hundred and Ten 00/100 Dollars, and Said Sum being more than two-thirds of the appraised Value thereof, and Said Aaron 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 Eight Hundred and Ten 00/100 Dollars.

J. Ed Robinson Sheriff

March 22nd 1897: The following Notice of Sale and Affidavit of Publication was filed to wit.

No 7115 Notice of Sale and Affidavit of Publication

Aaron B. Robinson
VS
Ellen V. Hutchinson et al

Sheriff's Sale;
Robinson & Woodburn, Attorneys
On Order of Sale
Court of Common Pleas Union County Ohio;

By Vertue 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, March 20th 1897, 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 Paris, County of Union, and State of Ohio, and part of Survey No. 3354, and Bounded and described as follows: Beginning at a Stone in the Center of the Buck Run or Collins Road, Southwest Corner to Lot No 1. of the Subdivision of a part of Survey No. 3354, Recorded in Book No. 12. page 273. of the Records of Deeds of Said County; Thence with the Center of Said road N. 78° E. 20 poles to a Stone; Thence N 80° W. 40. poles to a Stake in the North line of Lot No 2. of Said Subdivision; Thence with Said line N. 78° W. 20 poles to a Stake Northwest Corner to Said Lot No 2; Thence with the West line of Lot Sand 4. N. 80° W. 76 80/100 poles to a Stone and Stake Corner to the Mrs Cordy land; Thence with the South line of Said Lot N. 78° W 24 poles to a Stake Corner to James W. Robinsons land; Thence with the east line of Said land S. 80° E 66 88/100 poles to a Stone Corner to Said lands in the Center of Said Collins road; Thence with the Center of Said road N. 78° E. 24. poles to the place of beginning, Containing 15 acres More or Less

Appraised at $85.00 per acre
Terms of Sale Cash Feb 17th 1897-5-W

J Ed Robinson Sheriff of
Union County Ohio.

The State of Ohio Union County ss;

The Undersigned being duly Sworn, says that a copy of the annexed Notice was published for 5 Consecutive weeks in The Marysville Tribune" a Newspaper of general Circulation in the County of Union, the first publication beginning with Feb 17th 1897:

W. O Shearer

Sworn to and Subscribed before me, this 22nd day of March 1897.
Printers Fees: $15.75

J M. Gamell Clerk

April 20th 1897: The following Entry was filed with the Clerk To-wit

No 7115 Entry

A. B. Robinson Plff
VS
Ellen V. Hutchinson
and Others Defendants

Court of Common Pleas
Union County Ohio
Entry

This day this Cause come on to be heard upon the Motion of plaintiff to make Charles E. Wharton party defendant herein - and the Court being fully advised in the premises Sustain Said Motion and the Said Charles E. Wharton is made party defendant & required to Set up any interest he may have in the premises described in Plaintiffs Petition

---

No 7115 Suplemental Petition of Aaron B. Robinson

April 19th

Aaron B.

Ellen V. H

that Since E. Wharton Petition an Therefore or be forev

The State of

Statement

Sworn

19th day of

April 19th

No 7115 Entry upon the answer of the Robin & Curry Co

Aaron

Ellen V. H

Cross Petit
Ellen. V. H
on Said a
to Said a
are confes
the Cour
Curry Com
on the acco
Company
day of this
It is the
and Curry
Said Sum
and Costs
Execution

April 19th

No 7115 Entry confirming Sale

A B Rob

Ellen V. Hu

April 19th 1897: The following Supplemtal Petition of A B. Robinson filed to-wit.

No 7115 Supplemental Petition of Aaron B. Robinson

Aaron B. Robinson - Plaintiff
vs
Ellen V. Hutchinson et al Defendants

Common Pleas Court of Union County Ohio.

The Said Plaintiff for Supplemental Petition Says. that Since the Order of Sale was granted in this Case on the Tenth of January 1897: Charles E. Wharton Claimes to have acquired an interest in the Land described in Plaintiffs Petition and Sold in this Case by a Sale at Tax Sale for delinquent Taxes

Therefore Plaintiff prays that Said Charles E Wharton be required to Set up his Claim, or be forever barred from asserting any interest in Said Land.

Robinson & Woodburn Attorneys for Plaintiff

The State of Ohio Union County SS:

A. B. Robinson being first duly Sworn Says that the Statements of the foregoing Petition are true as he believes

A. B. Robinson.

Sworn to before me. by A B. Robinson. and by him Subscribed in my presence. this 19th day of April 1897

Seal

J N Gorrell Clerk of Courts

April 19th 1897: The following Entry upon the answer and Cross petition of The Robinson & Curry Co filed

No 7115 Entry upon the answer of The Robinson & Curry Co

Aaron B. Robinson
vs
Ellen V. Hutchinson et al.

Entry

This day this Cause came on for hearing on the answer and Cross Petition of the defendants the Robinson and Curry Company, and the defendants Ellen. V. Hutchinson, and W. W. Hutchinson having been duly Served with Summons on Said answer and cross Petition, and being in default for answer and demurer to Said answer and Cross Petition, the Court find the allegations of Said Petition are confessed by them to be true.

the Court further find that there is due Said defendants, The Robinson and Curry Company from Said defendants Ellen V. Hutchinson and W. W. Hutchinson on the account Set up in the answer and Cross Petition of Said, The Robinson and Curry Company the Sum of Sixty Eight and 56/100 Dollars, with Six per interest from the first day of this term to-wit. April 19th 1897.

It is therefore Considered and adjudged, by the Court that Said defendant The Robinson and Curry Company recover of Said defendants Ellen V. Hutchinson and W. W. Hutchinson Said Sum of Sixty Eight and 56/100 Dollars, with Six per Cent interest from April 19th 1897 and Costs on Said answer and Cross Petition herein Expended taxed at $ and Execution is awarded therefor

Brodrick for the Robinson & Curry Co.

April 19th 1897: The following Entry Confirming Sale was filed To-wit.

No 7115 Entry Confirming Sale

A B Robinson.....Plaintiff
vs
Ellen V. Hutchinson et al. Defendants

Common Pleas Court of Union County Ohio:
Entry

This day this Cause came on to be heard upon

to confirm the Sale made in this case, by order of this Court, and the Court being fully advised in the premises, and having Examined Said order of Sale, and the proceedings of the Sheriff therein, and his return thereof, and having found the Same in all respects Regular, and in Conformity with Law- the Same is approved and confirmed by this Court.

It is therefore ordered, and decreed by the Court, that the Said Sheriff of Union County Ohio, Execute and deliver to the purchaser, A.B. Robinson, a deed Conveying to him the premises So Sold according to Law, the description thereof to be found in Said Order of Sale:- and that the proceeds of Said Sale be paid by Said Sheriff as follows in the order of priority of Liens

First:- In payment of the Costs in this case

Second:- In payment of the Tax Lien of Charles E. Wharton on Said Land.

Third:- In payment of the Mortgage Lein of Albert J. Wilson as Executor of W. A. Robertson amounting to $1008.78.

Fourth:- In payment of Plaintiffs Claim of $392.00. being the Second Mortgage Lien thereon

Fifth In payment of Mechanics Lein of the Robinson and Curry Co, amounting to $68.00.

It is further ordered and decreed by the Court that Said defendants George Coder and Elizabeth Coder, be forever barred from setting up any claim or any interest whatever to or in Said Land, and that they convey the Same to Said purchaser, and his heirs and assigns forever, and in default of Such Conveyance that this decree Shall operate, as Such Conveyance and that Said purchaser and his Heirs and assigns, Shall have and hold Said Lands free and clear from any and all Claims of the Said George Coder and Elizabeth Coder.

And for the purpose of ascertaining the amount of the tax Lein of Said Charles E. Wharton this Case is Continued, and the Sheriff is directed to retain in his hands a Sufficient amount of the purchase Money to pay Said tax Lien until the Same is fully Satisfied and Canceled and the balance to pay as herein directed.

Robinson & Woodburn Attorneys for Plaintiff

No 7115 Motion

April 20th 1897: The following Motion for leave to file cross Petition of W A Robertson filed

Aaron B. Robinson --- Plaintiff
vs
Ellen V Hutchinson et al. Defendants

Entry

On Motion Abel J. Wilson as Executor of W. A. Robertson Deceased; is granted leave to file an amended Cross petition in this case within five days.

April 20th 1897: The following Amended Cross Petition of Abel J. Wilson Executor was filed

7115 Amended Cross Petition of Abel J Wilson

Aaron B. Robinson, Plaintiff
vs
Ellen V. Hutchinson et al
Defendants

In the Court of Common Pleas Union County Ohio
Amended Cross Petition of Abel J. Wilson,
Executor of W.A. Robertson, deceased

Now Comes Abel J. Wilson, and Says that on day of 1896. W. A. Robertson died leaving a will, whereby he appointed the Said Abel J. Wilson Sole Executor thereof, which will was afterward duly admitted to probate in the Probate Court of Licking County Ohio, and letters, testamentary, were on the 27th day of March 1896: by Said Court duly issued thereon to Said Abel J. Wilson who thereupon duly qualified, and Entered on the duties of Such office.

By way of amended Cross Petition, this defendant, as Such executor; first; Says that the defendant. Elizabeth Coder is indebted to this defendant, as Such Executor in the Sum of Nine Hundred. Dollars. Which this defendant. Claims with interest at Seven per Cent payable Semi annually. from the 28th day of February, 1897, on a promissory Note, of which the following is a Copy.

$900 00 Marysville O February 28th 1895.

Three years after date. I promise to pay to the order of W. A. Robertson. Nine. Hundred Dollars at the Peoples. Bank, Marysville. Ohio, Value received, Without any relief Whatever from Valuation, and Appraisement Laws. with interest at the Rate of eight per cent. per annum. after Maturity payable. Semi annually. the. drawer and Endorser Severally waive presentment for payment, protest. and, Notice of protest, and Non payment. of this Note: It is Expressly agreed that if default be made in the payment of any one of the Coupons 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 portion thereof Shall be Sold for any Tax or assessment. Whatever, then and in that event, this Note. and all accruing interest thereon Shall immediately become due and May be Collected.

P O. Adress Marysville O (Signed) Elizabeth her mark Coder.
George Coder.

J H. Kinkade } Witness
T. J. Lovell }

There are N Credits or indorsements on Said Note

Three of the Coupons attached to Said note, and representing the Semi annual interest thereon are due and Unpaid, and the premises made Security for Said Note have been Sold for Taxes - the whole principal Sum represented by Said Note is therefore due and payable.

George Coder, is now dead - Intestate, leaving no Estate, and no administrator has been Appointed

Second; Elizabeth Coder is indebted to this defendant in the further Sum of Thirty one 50/100 Dollars. Which this defendant, as Executor aforesaid Claims, with interest at eight per cent (payable Semi annually) from the 28th day of February, 1896; upon an interest Coupon Note, attached to the principal Note Set out above, of which Coupon Note the following is a Copy:

$31 50 Marysville Ohio February 28th 1895.

Twelve Months after date I. promise to pay to the Order of W. A. Robertson Thirty one 50/100 Dollars. at The Peoples Bank. Marysville, Ohio. (With interest at the rate of Eight per cent per annum after Maturity. (payable Semi annually) being the Second Semi annual interest on the Note hereto attached, of even date herewith, and Subject to all the Conditions of Said Note.

Witness Elizabeth her mark Coder.
J N. Kinkade George Coder.
T J. Lovell

There are no Credits or indorsements on Said Note

Third= Said defendant. Elizabeth Coder is indebted to this defendant in the further Sum of Thirty one 50/100 Dollars. Which this defendant Claims. with interest at eight per cent per annum (payable Semi annually) from the 28th day of August 1896.

on another interest Coupon Note, attached to the Original $900cc Note above referred to, of which Coupon Note the following is a Copy:

$31.50 Marysville O February 28th 1895.

Eighteen Month after date I. promise to pay to the Order of W.A. Robertson, Thirty one & 50/100 Dollars, at the Peoples Bank, Marysville Ohio (with interest at the rate of eight per cent per annum after Maturity payable Semi annually being the Third Semi annual interest on the note hereto attached of even date herewith, and subject to all the conditions of said Note

Elizabeth her X mark Coder,
George Coder

Witnessed
J.H Kinkade.
T.J. Lovell.

There are no Credits or indorsements on said Note

Fourth:- Said defendant, Elizabeth Coder is indebted to this defendant, as Executor as aforesaid in the Still further Sum of thirty one & 50/100 Dollars, which this defendant claims with interest at Eight per cent (payable Semi annually) from the 28th day of February 1897, upon another interest Coupon Note also attached to the original Note of $900cc heretofore refered to, of which Coupon Note the following is a copy.

$31.50 Marysville O February 28th 1895.

Twenty four Months after date I. promise to pay to the Order of W.A. Robertson Thirty one & 50/100 Dollars, at The Peoples Bank Marysville Ohio, (with interest at the rate of eight per cent per annum after Maturity payable Semi annually) being the fourth Semi annual interest on the note hereto attached, of even date herewith, and Subject to all the conditions of Said Note.

Witness
J.H Kinkade.
T.J. Lovell.

Elizabeth her X mark Coder
George Coder

There are no Credits or indorsements on Said Note.

Fifth:= At the time of delivering Said principal Note, and interest Coupon Notes, and to secure the payment of the Same, and other interest Coupon Notes, Said defendant Elizabeth Coder, and her Husband George Coder, duly executed and delivered to Said W.A. Robertson their Mortgage deed Conveying the premises described in plaintiffs Petition herein.

Said Mortgage Contained a Condition, that if the Said Elizabeth Coder, and George Coder, or either of them Should pay, or cause to be paid Said principal Note, and interest Coupon Notes according to the tenor thereof, then the Same to be Void, otherwise to be and remain in full force and virtue in law forever; The Conditions of Said Mortgage have been broken and the Same has become absolute

On the 2nd day of March 1895, at 11 oclock A.M. Said Mortgage was duly left for record at the recorders office of Union County, Ohio, and was duly recorded in Record of Mortgages of Said County Vol. 38 Pages 64 and 65.- The Same upon Said filing became, and Still is a Valid and Subsisting first lien upon Said premises Except as to taxes and Costs.

This defendant therefore asks Judgment against the defendant Elizabeth Coder, in the Sum of $994.50 with interest at 7%- payable Semi annually, upon $900cc, thereof from Feb 28th 1897, on $31.50 thereof from Same date at 7%- payable Semi annually; upon $31.50, thereof from Aug 28th 1896; and upon $31.50, from Feb 28th 1896; all payable Semi annually, and that the proceeds of the Sale of Said premises May be applied to the payment of Said Judgment

J.E. Griffith Atty for Abel J. Wilson Executor of W.A Robertson.

7115 Receipt

The State of
of the defen
that Said
and that

Sworn

To the Clerk
of Union
Indorse=
Amount
1897, and
Aug 28th 189

April 20th 18

No 7115 Summons in Cross Petition

The State of
Union Cou

Coder. That
in the Cou
W.A. Robin
and that
Able J Wil
taken as th

Yours

7115 Sheriffs Return on Summons

April 24th 1

State of Ohi
Union Coun

Service & Retu
Mileage
Copy
Total

The State of Ohio Union County ss

J E Griffith being duly Sworn Says that he is the Attorney of the defendant Able J. Wilson Executor of W. A Robertson Deceased;- duly authorized; that Said defendant is a Non-resident of Union County, Ohio, and now absent therefrom and that he believes the allegations in the foregoing pleading are true

J E Griffith

Sworn to and Subscribed before me this 20th day of April A D. 1897.

(Seal) J W Tilton Notary Public

To the Clerk

7115 Recipe

Issue Summons in this case upon this amended Cross petition to the Sheriff of Union Co Ohio- for the defendant Elizabeth Coder- returnable according to law.

Indorse= Action of amended Cross Petition. for personal judgment & foreclosure Amount claimed $994.50 with 7%. payable Semi annually, on $900.00 thereof from Feb 28th 1897. and at 8%- payable. Semi annually. Upon $31.50 thereof from Feb. 28th 1896:. Upon $31.50 from Aug 28th 1896 and Upon $31.50 thereof from Feb 28th 1897.

J E Griffith Attorney for Abel J. Wilson Executor of W. A. Robertson

April 20th 1897; Summons in an amended cross petition of Abel J Wilson issued to Sheriff Union Co

No 7115- Summons in Cross Petition

The State of Ohio, Union County } ss

Summons in Cross Petition

To the Sheriff of the County of Union

You are commanded to Notify, Elizabeth Coder That Abel J. Wilson. Executor of W. A. Robertson has filed an answer and cross petition in the case of Aaron B. Robinson VS Ellen V. Hutchinson, William W. Hutchinson, W. A. Robinson Elizabeth Coder, and George Coder, in the Common Pleas Court of Union County, and that unless She answers by the 22nd day of May A.D. 1897. the cross petition of the said Able J Wilson, 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 3rd day of May A D. 1897.

Witness, my hand and Seal of the Said court at Marysville this 20th day of April A D. 1897

(Seal)

J N Gemell Clerk of the Common Pleas Court Union Co O

Jno A Gemell Deputy

7115 Sheriffs Return on Summons

April 24th 1897: Return was made on Summons in Cross Petition as follows To-wit.

Sheriffs Return.

State of Ohio, Union County } ss

Received this writ April 20th A D. 1897 at 4. o' clock P. M. and Served Same by delivering a true Certified Copy of this writ with all the endorsements thereon to Elizabeth Coder personally

April 24th 1897

J. Ed Robinson Sheriff.

Service & Return		50
Mileage		16
Copy		15
Total		81

7115 Report of Receiver

April 20th 1897: The following report of James W Robinson as receiver filed to wit.

Court of Common Pleas Union County Ohio

Aaron B. Robinson
vs
Ellen V Hutchinson et als

Report of Receiver

The undersigned J. W. Robinson was appointed Receiver in this case in 1896 too late to rent the house and lot to obtaine much profit therefrom He rented the ground to Wm McManus and Thomas Dougherty for 3 share of the product

The receiver obtained Millet Hay of the Valie of	$ 6.00
Also Some Soft Corn in the Shock worth	5.00
Also Beans Worth	1.00
Buck Wheat Worth	1.00
Nothing for Rents	$ 13.00
My Services are worth I think	7.00
Balance to be paid into Court	$ 6.00

J W Robinson

April 20th 1897: Entry filed on report of the Receiver J. W. Robinson filed

No 7115 Entry

Aaron B. Robinson
vs
Ellen V Hutchinson et als

Entry

This day came on this cause to be heard on the Report of J. W. Robinson, Receiver in this cause, Whereupon the Court being fully advised in the premises do confirm said report and allow seven dollars to said Receiver for the Services and said Receiver is ordered to pay the six dollars in his hands to the Clerk of this Court to be paid on the first lien in this case.

June 21st 1897: The following Entry was filed with the Clerk of this Court To wit

Aaron B. Robinson: Plaintiff
vs
Ellen V. Hutchinson et al Defendants

In the Court of Common Pleas Union County Ohio

Entry

This Cause Now Coming on for hearing on the amended Cross Petition of Abel J Wilson, Executor of the Estate of W. A. Robertson: deceased: And the evidence, the find that the defendant, Elizabeth Coder has been duly Served with Summons in this Case on said Amended Cross Petition, and that She is in default for answer and demurer, and that the allegations of said Amended Cross Petition are thereby Confessed by her to be true, and that there is due said Abel J. Wilson as Such Executor, from the defendant, Elizabeth Coder, on the promissory Notes Set forth in Said amended Cross Petition with interest to this day, the Sum of Two Hundred and Seventy two 75/100 ($ 272 75/100) Dollars with interest at Eight per Cent from April 19th 1897, after deducting Seven Hundred and Thirty Six & 03/100 ($ 736 03/100) Dollars heretofore paid, Said Executor by the Sheriff upon distribution of the proceeds of the Sale heretofore Made in this case: = It is therefore Considered by the Court that the Said Abel J. Wilson as Such Executor recover from Said defendant Elizabeth Coder the Said Sum of $ 272 75/100 with interest at 8. per Cent from the 19th day of April, 1897, and his Costs herein Expended, and Execution is awarded against the Said Elizabeth Coder therefor.

Approved: J. E. Griffith Atty for Abel J. Wilson Executor

Attest J N Gorsuch Clerk

Transcript from J.P Court

No 7361 Petition in Error

Pleas Co
of Union,
before the
day of May
1897; Peter
Petition in

The State of

Peter Hau

Grace Willia

before D. C
Union Co
Haines, W
Peace, on th
plaintiff
Dollars, Co
Judgment
and Made
The Sa
proceedin
1st =
of the pla
2nd =
the law
3rd =
The Sa
Judgmen
restored to

The State of

Grace Will

J. T. Haine

is in Subs
The plan
Dollars for
$65.00. The
the plaintiff

Issued
returnable

Receive

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the April. to-wit: on the 18th day of May in the year of our Lord One Thousand Eight Hundred and Ninty Seven.

No 7361 Petition in Error

Be it Remembered that heretofore. To-wit. on the 24th day of April A.D. 1897; Peter Houser filed in the Clerks Office of the Said court of Common Pleas. the following Petition in Error against Grace Williams, To-wit.

The State of Ohio Union County ss

Peter Houser, Plaintiff in Error.

vs

Grace Williams. Defendant in Error.

In the Court of Common Pleas

Petition in Error

Plaintiff in Error Says:- That in an action, pending before D. E. Thornton, one of the Justices of the Peace in and for Washington Township, Union County Ohio. Wherein the defendant in Error, was plaintiff, and one Z. T. Haines, Was defendant, the defendant in Error, by the consideration of Said Justice of the Peace, on the 12th. day of December, 1896, recovered a pretended judgment against the plaintiff in Error, Peter Houser, for the Sum of Sixty five Dollars debt, and three and 70/100, Dollars. cost of Suit: all of Which more fully appears by a Copy of the record of Said pretended judgment and proceedings. in the case, duly Certified, hereto attached, Marked "A". and Made a part of this petition

The Said plaintiff in Error avers that there is Error in the Said record and proceedings to the prejudice of the plaintiff in Error. To-wit.

1st = That the Said Justice of the Peace had No Jurisdiction of the person of the plaintiff in Error.

2nd = That the rendering of Said Judgment was Contrary to and against the law

3rd = For other Errors appearing upon the face of Said record and proceedings.

The Said Peter Houser plaintiff in Error, therefore prays that Said pretended Judgment may be Set aside, reversed, and held for Naught, and the plaintiff restored to all things he has lost thereby

Charles C. Sement Attorney for Plaintiff in Error

Transcript from J.P Court

The State of Ohio Union County

Grace Williams Plaintiff

vs

Z.T. Haines Defendant

In Justices court for Washington Township

Before D. E. Thornton Justice of the Peace

No 62 Amount claimed $65.00

Dec 3rd 1896. The plaintiff filed her bill of particulars. which is in Substance as follows.

The plaintiff Says there is due her from the defendant the Sum of Sixty five Dollars for the Wrongfull taking of the plaintiffs goods and Chattels of the Value of $65.00. The taking of Said goods was about the 18th day of November 1896. for Which the plaintiff asks Judgment, with Costs of Suit this. Dec 3rd 1896.

Grace Williams

per M. K. agent

Issued Summons. Dec 3rd 1896; and delivered Same to E. D. Claridge Court returnable, and day Set for trial Dec 7th 1896 at 10. o'clock. P.M.

Return of Summons.

Received this writ Dec 3rd 1896; and Served Dec 4th 1896; Served the Same on,

Justice Fees
Summons 25
Affidavit 40
Adjournment 20
Filing papers 10
Record Words 15
Judgment 40
Satisfaction 20
Transcript &
Certificate 10

Constable Fees
Summons
Service and
Mileage 70

Defendant personally by leaving a certified copy thereof Cost $ 70/100 Return 25 25 70.

Dec 7th 1896: The hour for Trial having arrived 10. o'clock P.M.: Both parties appeared the defendant asked that the case or action be postponed until Dec 12th 1896. at one o'clock P.M. which was granted by me. and no objection made by plaintiff.

Then the defendant asked that Peter Houser be made defendant in this action by him being the owner of the claim for which the property was Sold. and the indemnifier of Said defendant, which was granted by me. and the Said Peter Houser Shall Stand as defendant in this action from this Date. Dec 7th 1896; hereafter Amen.

December 12th 1896: The hour of one o'clock having arrived and one hour thereafter of Said day. The plaintiff appeared. and defendant Peter Houser failed to appear

Therefore it is considered and adjudged by me on Said 12th day of December 1896. that Said Grace Williams recover of Peter Houser the Sum of Sixty five (65 00) dollars and Costs Taxed at Three and 70/100 ($3 70) Dollars and costs and interest that may accrue.

D. E Thornton Justice of the Peace.

The State of Ohio Union County
Washington Township ss

I D. E. Thornton Justice of the Peace in and for Washington Township Union County, Ohio. do hereby certify that the foregoing is a just and true Statement of the proceedings had by and before me. and a copy of the docket Entries taken from my docket in the above Entitled case

D. E. Thornton Justice of the Peace for
Washington Township Union County Ohio

No 7361
Precipe for Summons in Error

Peter Houser Plaintiff, in Error
vs ss
Grace Williams. Defendant. in Error

In the Court of Common Pleas of the County of Union
Error. Precipe

To J N Gosnell Clerk of Said Court

Issue Summons in the above Entitled cause, directed to the Sheriff of Union County, returnable, according to law
Dated this 22nd day of April A.D. 1897

Charles C. Lement. Plaintiffs Attorney

April 24th 1897: the following Summons in Error. was issued and delivered to the Sheriff to wit

No 7861
Summons in Error

The State of Ohio
Union County

Summons in Error

To the Sheriff of the County of Union

You are hereby commanded to notify Grace Williams: That Peter Houser has filed a petition in the Clerks Office of the Court of Common Pleas of Union County, asking the reversal of a judgment against Said Peter Houser. Taken before D. E. Thornton, a Justice of the Peace for Washington Township Union County Ohio. and filed with the Clerk of the Court of Union County, and recorded on Error Docket No 2. Page 5667: and that Unless the Said Grace Williams attend on the 4th day of May A.D. 1897. Said Court of Common Pleas, Said Judgment may be reversed

You will Make due return of this Summons on or before the 4th day of May 1897

Witness my hand and Seal of Said Court at Marysville this 24th day of April A.D. 1897

J N Gosnell Clerk.

No 7361
Sheriffs Return on Summons in Error

April 24th 1
Sheriffs Fees
Service & Retu
Mileage
Copy
Total

No 7361
Entry

May 19th 18
Peter Houser
Grace William
the Transcr
On consid
in that Said
reversed, &
awarded th

Attest

No 7361 Sheriff Return on Summons in Error

April 28th 1897. The following return was made by the Sheriff on Summons in Error To-wit.

Sheriffs Fees		
Service & Return		50
Mileage	3	62
Copy		15
Total	$ 4	57

Received this writ April 24th 1897 at 8 o'clock P M. and Served the Same, by delivering a true and Certified Copy of this writ with all the endorsements thereon by leaving a copy at the usual place of residence of Grace Williams on April 26th 1897.

J. Ed Robinson Sheriff

No 7361 Entry

May 19th 1897. The following Entry was filed with the Clerk of Court To-wit.

Peter Houser Plaintiff in Error
VS
Grace Williams Defendant in Error

Entry

This Cause Came on for hearing upon the petition in Error, and the Transcript of the proceedings, and judgment of D. E. Thornton, a Justice of the Peace for this County. On Consideration whereof the Court find that there is Error in Said proceedings, and judgment in that Said Justice had no jurisdiction of the plaintiff in Error; and the Said Judgment is therefore reversed, Set aside, and held for Naught, at the Costs of the defendant in Error; and Execution is awarded therefor. To all of which, the defendant in Error then and there Excepted.

Cammeron & Cameron Attorneys for
Defendant in Error

Attest J. M. Gaudle Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dorr Judge of Said Court, of the Term of April To-wit, on the 6th day of April in the year of our Lord One Thousand Eight Hundred and Ninty Seven

Be it Remembered that heretofore To-wit on the 24th day of December A.D. 1895 J. W. Robinson filed in the Clerk's Office of the Said Court of Common Pleas, the following Petition Against Barnet Saucerman et al. To-wit.

J. W. Robinson Plaintiff
vs
Barnet Saucerman et al.
Defendants

Court of Common Pleas
Union County Ohio
Petition

Said plaintiff respectfully represents that Francis Blugage late of the Said County of Union, deceased, died on August 1892, Seized in fee Simple, and in possession of the following real Estate Situated in the County of Union and Delaware of the State of Ohio. Viz

First 65. acres:

Part of Survey No 5501: Beginning at a Sugar tree and Small hickory in the South line of Said Survey 125 poles S. 80. W. from the S. E. corner of Said Survey: Thence N. 10. W. 186. poles to a Red Elm, Red. Oak and Sugar: Thence S. 85. W. 110 poles to a Black Ash and Red Oak: Thence S. 10. E. 196 poles to a hickory and Water Beech in the South line of Said Survey: Thence with Said Survey line N 80. E. 110 poles to the Beginning containing 180. acres More or less. but Excepting 65. acres thereof Sold and conveyed by John Gay to Alexander Bethard.

Second 85. acres:

Part of Same Survey: Beginning at a Sugar and Small Hickory S. East corner of Said 130. acre tract: Thence with the line thereof N. 10 W. 186 poles to a Red Elm, Red. Oak and Sugar. N. E. corner of Said tract: Thence N 85. E. 75 poles to a Black Ash, and Hickory: Thence S. 10 E. 179. poles to a. Hickory. Elm and Sugar: Thence S 80. W 75 poles to the beginning Containing 85. acres.

Third 56½ acres

Part of Survey No 3007. and being the west half of lot No 9. of the Subdivision of Said Survey. Said No 9. described as follows: Beginning at two Ashes and Sugars Northeasterly corner of Said Survey: Thence with its line S. 10. E. 134. poles to an ironwood and Hickory and Ash corner of lot 8: Thence with the line of lot 8. North 10. W. 134 poles to an ironwood and White Oak in the North line of the Survey: Thence with Said line to the Beginning Containing 113 acres, and being the Same premises that G. W. Graham and wife conveyed to Uriah Clark May 24th 1844, and the East half of Said lot being conveyed to Wm Liggett but Excepting therefrom a Strip 100. feet wide belonging to the Rail Road Co. whose track runs through Said farm. leaving 202. acres out Side of Said 100 feet Strip Constituting the John Gray farm, afterward the Blugage farm now in possession of Jere Miller as tenant of the Blugage heirs

Fourth 41¼ acres

Part of Survey No 4065, Beginning at a Stone with peices of brick under it in the North line of the Robert Gamble Jr. land, and South west Corner of a 12 acre lot; Thence N. 10 W. 108 12/100 to a Stone with brick under it: in the Center of the Pike, called the County Line gaad Road; Thence with the Center of Said Road S. 81. W. 63 4/5 poles; Thence S. 10. E. 108 65/100 poles to a Stone in the N. W. Corner of Said Robert Gamble Jr land; Thence with his North. N 81. E. 60 3/4 poles to the beginning Containing 41¼ acres.

Fifth 41¼ acres

Part of Survey No 6065. Beginning at a Stone with piece of brick under it in the Center of the Howie and Gamble Pike: Thence with the Center thereof N.7. W. 88 65/100 poles to the Center of Said County line gravel road: Thence with Said road S. 81. W. 79. poles to a Stone with brick Under it: Thence S, 10. E, 83 32/100 poles to a Stone: Thence N. 81. E. 77 20/100 poles to the beginning Containing 41¼ acres More or less

Sixth. 12. acres

Part of Same Survey: Beginning at a Stone N. E. Corner of 30. acres Sold to Robert Gamble and in the Center of the Howie and Gamble Pike: Thence N.7. W. 24 87/100 poles to a Stone: Thence S. 81, W. 77 20/100 poles to a Stake: Thence S. 10. E. 24 87/100 poles to a Stone in the line of Said 30. acres: Thence N. 81. E 77 20/100 poles to the beginning Containing 12. acres More or less. Said last three lots Constituting the Frank Clugage farm. Bought of the heir of Robert Gamble dec and Making 94½ acres More or less. and and Situated in Said County of Union

That Said Frances Clugage died intestate without Child. or direct heirs. and Said lands described one fifth to his Sister Mollie Miller. Married to Jesse Miller. of Union County Ohio. One fifth to his Sister Jane Sauerman. Married to Barnet Sauerman. of Sullivan County Indiana: one fifth to his Sister Harriett Sherman. Married to June Sherman. of Sullivan County Indiana one fifth to the two Children of his Brother Russel Clugage deceased: to-wit J.H. Clugage of Terra Haute Indiana. and Olive A. Eaton. Married to Wm G. Eaton of Sullivan County Indiana and one fifth to Maggie J. Moore. Married to G.W. Moore of Union County Ohio: That Since the death of Said Francis Clugage the Said Harriet Sherman has died intestate leaving her Said Husband Surviving her. and two Children viz: Frank M. Sherman and Emma J. Lucas her husband being dead: of Sullivan County Indiana. also another Son viz: Elmer Sherman who died intestate leaving his Widow Minnie Sherman. and his two Children infants: viz: Hazel. and W. E. Sherman of Fremont County Wyoming. and G. W. Buff as Administrator of her Estate. That Since the death of Said Francis Clugage deceased: the Said Jane Sauerman has died intestate leaving her Said husband Surviving her. but No Child or direct heirs of her blood. but Said Jane. and Barnet Sauerman Several years before her death. and before the death of her Brother Francis Clugage. attempted to adopt one Ella Cook. then 17 years of age as their Child. and heir. and Certain proceedings were by held in the Circuit Court of Said County of Sullivan (a copy of which is hereto attached) whereby Said Ella Cook. who is Still living. and Married. to J. C. Cheney of Said Sullivan Co. Claims to be the Child. and legal heir of Said Jane Sauerman deceased. by adoption. Subject to the rights of Said. Barnet Sauerman — The plaintiff not. being able to decide whether or not Said Claim of Said Ella Cheney is Valid. and desiring the question to be adjudicated. Submits to the Court. who is legally Entitled to the Share of Said Jane Sauerman deceased: in Said lands.

That Said J. H. Clugage. and Hannah his wife and Said W. G. Eaton and Olive A. Eaton his Wife: by their deed of August 21st 1894. for a full Consideration. Conveyed their one fifth of Said lands to the Plaintiff J. W. Robinson in fee Simple. who is a tenant in Common in Said lands. with Said heirs of Frank Clugage. deceased: and Entitled to have the one fifth of Said premises Set of to him in Severality in their Stead.

Wherefor the plaintiff asks that all of Said parties be Made defendants in this Case and that the rights of the parties be Severally adjudicated. and that dower be assigned to those Entitled thereto. and that partition of Said lands be made. and if the Court find that Ella Cheney is entitled to the Share of Jane Sauerman deceased: that her Share be assigned to her and if not. that it be assigned to the remaining heirs of Said Francis Clugage deceased: and if Said lands will not bear partition that the same May be Sold according to law. and Such other relief granted as may be right Under the Circumstances

Robinson & Woolbum Attorneys for the Plaintiff

The State of Ohio Union County ss J. W. Robinson being duly Sworn deposes and says he belives the allegations of the foregoing petition are all true

J. W. Robinson.

Sworn to and Subscribed before me this 24th day of December 1895

J. N. Gamble Clerk of Courts

January 13th 1896. The following Waiver of Summons of Maggie J. and G. W. Moore filed to-wit

No 7021
Waiver

J. W. Robinson
vs
Barnet Sauerman et alters

Court of Common Pleas
Union County Ohio
Petition for Partition & Sale

We George W. Moore and Maggie J Moore of Union County Ohio do hereby waive the issuing of Summons in this case, and Service on us by the Sheriff, and we enter our appearance in said cause.

Witness our hands & Seals this 13 day Jan 1896"

Maggie J. Moore
G. W. Moore

January 13th 1896 The following Waiver of Summons of Mollie Miller and Jeremiah Miller filed to-wit

No 7021
Waiver

J. W. Robinson
vs
Barnet Sauerman and alters

Court of Common Pleas
Union County Ohio.
Petition for Partition & Sale of Lands

We Mollie Miller and Jere Miller of Union County Ohio do Hereby Waive the issuing and Service of Summons on us in the above cause and enter our appearance according to law in the above cause

Mollie Miller (Seal)
Jeremiah Miller (Seal)

February 5th 1896. The following Legal Notice and Affidavit of Publication filed To-wit

No 7021
Legal Notice and Affidavit of Publication

Legal Notice

Notice is hereby given to the following persons, that J. W. Robinson has filed his petition in the Court of Common Pleas of Union County, Ohio, against them and others to obtain partition and Sale of lands hereinafter Mentioned, to-wit: Barnet Sauerman Ella Cheney, W. G. Eaton, Alice A. Eaton, Jere Sherman, Frank M. Sherman, Emma J. Lucas, and J. C. Cheney and G. W. Ruff, adminnistator of the estate of Harriet Sherman, all of Sullivan County, Indiana; also Minnie Sherman, Hazel Sherman and W. E. Sherman, of Fremont County, Wyoming, also J. H. Clugage, of Terre Haute, Indiana.

The lands Sought to be partitioned and Sold are the farm of 94½ acres known as the Frank Clugage farm, bought of the heirs of Robert Gamble, and being part of Survey No 4065, which farm is in the possession of J. W. Robinson, and fronting on one Side on the Dover and County line gravel road, and on another Side on the Nowie and Gamble Pike, Situate in Union County, Ohio: also another farm of 202 acres known as the John Guy farm, and afterward as the James Clugage farm and afterward as the Frank Clugage farm, in Surveys No 5501, and No 3007, partly in Delaware County and partly in Union County, Ohio, in the possession of Jere Miller: Both of said farms are fully described in the deed of J. H. Clugage

and wife and W. G. Eaton and Wife. Olive A. Eaton to J. W. Robinson. dated the 21st day of August 1894. and recorded on pages 99 and 100. of Volume No 72 of the Records of Deeds of Union County. Ohio. to which deed reference is Made for full description of said farms.

The said parties are required to answer said petition on or befor the 20th of February 1896 or decree will be taken by default against them

December 24th 1895- 6 W

Robinson & Woodburn Attorneys for Plaintiff.

The State of Ohio Union County ss:

The Undersigned being duly Sworn Says that a Copy of the annexed Notice was published for Six Consecutive weeks in The Marysville Tribune. a Newspaper of general Circulation in the County of Union. The first publication beginning with December 25th 1895

W. O. Shearer

Sworn to and Subscribed before Me this 31st day of January 1896

Printers Fees: $ 18.25

J. R. Gorrell Clerk:

March 9th 1896: The following Entry was filed To-wit

No 7021 Entry

J. W. Robinson vs Barnet Sauerman et al | Entry

This day came the plaintiff and made proof to the Satisfaction of the Court of Notice according to law to all of the defendants in this Cause. and thereupon it appearing to the Court that Hazel Sherman. and W. E. Sherman are Minors under the age of Majority: John F. Miller is appointed their guardian ad Litem. to file their answer. and thereupon Said guardian ad Litem appeared. and accepted Said appointment and filed his answer according to law: Therefore the Court find that all of the defendants Named in Said petition have been duly Notified of the pendancy of this Cause. and made parties herein and further find that the allegations of the petition are all true. and that partition ought to be Made of the lands in the petition as prayed for in Said petition

It is therefore Considered. Ordered. and adjudged by the Court that the Sheriff of Union County Ohio. by the oaths of Dyer Reed Thomas M. Brannon and Robt McCrory three disinterested freeholders of the Vicinity of Said lands. and not of kin to either of Said parties Make partition of Said land according to law. and Set off. and assign to the plaintiff J. W. Robinson the one fifth part of Said lands in Severalty.

That he also Set off to Said Mollie Miller and her husband Jeremiah Miller the one fifth part thereof by the oath of Said freeholders. and by the like oaths he Set off to Maggie J. Moore and her husband S. W. Moore the one fifth part thereof in Severalty. and that he by the like oaths Set off to Ella Cheney and her husband J. C. Cheney and Barnet Sauerman the one fifth part thereof in Severalty. and that by the like oaths he Set off to Frank M. Sherman. one fifteenth of Said lands and by the like oaths he Set off. Emma J. Lucas one fifteenth part thereof. and that by the like oaths he Set off to Hazel Sherman and W. E. Sherman Each the one thirteenth part of Said Real estate. but the Said Share of Said. Frank M Sherman. Emma J. Lucas. Hazel Sherman. and W E. Sherman. is Subject to the dower Claim therein by Jane Sherman. and the Share of the Said. Hazel and W E Sherman being also Subject to the dower thereon of one third during her life time of their Mother Minnie Sherman. and the Said Sheriff. by the oaths of Said freeholders

is ordered to Let off Said dower if posible. and if in the opinion of Said freeholders Said dower can not be assigned without Manifest injury and that Said lands cannot be partitioned as herein ordered without Manifest injury that they Make an Appraisment of Said lands according to law- And the Court find that Said Ella Cheney wife of J.C. Cheney is the legal heir of Jane Sauerman deceased; and was legally adopted by her and Barnet Sauerman as their daughter and heir at law Said Sheriff is Ordered to Make his Report as Early as posible

March 9th 1897: The following Answer of Guardian ad Litum filed To-wit:

No 7021 Answer of guardian Ad Litum

J.W. Robinson	Court of Common Pleas
vs	Union County ss
Barnet Sauerman et als	Answer of Guardian ad Litum

This day came John F. Millar as guardian ad Litum of Hazel Sherman and W.E. Sherman Minors, and for answer for them Says he has no knowledge of the facts in the case and therefore denies the allegations of the petition and asks the protection of the Court for Said Minor defendants

John F. Millar

March 9th 1897: The following Writ of Partition was issued to the Sheriff: To-wit

No 7021 Writ of Partition

The State of Ohio	Writ of Partition
Union County	

To the Sheriff of Said County

Pursuant to an order of our Said Court of Common Pleas within and for the Said County, at the January Term A.D. 1896 in a civil action therein pending (for partition) Wherein J.W. Robinson the plaintiff- and Barnet Sauerman et.als the defendants, you are hereby commanded, that by the oaths of, Dyer Reed, Thomas M. Brannan, and Robert McElroy, three judicious and disinterested freeholders of the Vicinity who are not of kin to either of Said parties, and who were appointed by the Court as Commissioners for Such purpose, you cause partition to be Made of the following described Real Estate Situate in the County of Union and Delaware, and in the State of Ohio Viz:

1st Tract 65. Acres

Part of Survey No 5101: Beginning at a Sugar tree, and Small Hickory in the South line of Said Survey. 125 poles S. 80. W. from the S.E. Corner of Said Survey; Thence N. 10. W. 86. poles to a Red Elm, Red oak, and Sugar; Thence S. 85. W 110. poles to a Black Ash, and Red Oak; Thence S. 10. E 194. poles to a Hickory and Water Beech in the South line of Said Survey. Thence with Said Survey line N. 80. E. 110. poles. to the beginning containing 130 acres. More or less but Excepting 65 acres thereof Sold and conveyed by John Guy to Alexander Bothard.

2nd Tract 85 acres

Part of Same Survey: Beginning at a Sugar, and Small Hickory. S. East Corner of Said 130 acre tract; Thence with the line thereof N. 10. W. 186 poles to a Red Elm, Red Oak and Sugar. N.E. Corner of Said tract. Thence N. 85. E 75 poles to a Black Ash, and Hickory; Thence S. 10. E. 179. poles to a Hickory Elm, and Sugar; Thence S 80. W. 75 poles to the beginning Containing 85. acres

3rd Tract 56½ Acres

Part of Survey No 3007. and being the west half of lot No 9 of the Subdivision

of Said Survey. Said No 4 described as follows: Beginning at two Ashes and Sugars N. Easterly corner of Said Survey: Thence with its line S. 10. E 134 poles to an Ironwood and Hickory and Ash Corner of lot 8: Thence with the line of lot 8. North 10° West 134. poles to an Ironwood and White Oak in the North line of the Survey: Thence with Said line to the beginning 113 acres. and being the Same premise that G.W. Graham and Wife conveyed to Uriah Clark. May 24th 1844. and the East half of Said lot being conveyed to Wm Liggett. but excepting therefrom a Strip 100 feet Wide belonging to the Rail Road Company. when Crack runs through Said farm. leaving 202. acres outside of Said 100. feet Strip Constituting the John Guy farm. afterwards the Clugage farm. Now in the possession of Jesse Miller as tenant of the Clugage heirs

4th Tract 41¼ Acres

Part of Survey No 6065: Beginning at a Stone with peices of brick Under it. in the North line of the Robert Gamble Jr. land. and South west Corner of a 12. acre lot: Thence N. 10. W. 104 16/100: To a Stone with brick Under it. in the Center of the Pike. Called the County line Gravel Road. Thence with the Center of Said Road S. 81. W. 63 57/5 poles: Thence S. 10. E. 104 65/100 poles to a Stone in the N. W. Corner of Said Robert Gamble Jr. land; Thence with his North line N. 81. E. 60 3/4 poles to the beginning. Containing 41¼ Acres

5th Tract 41¼ Acres.

Part of Survey No 1065: Beginning at a Stone with piece of brick under it. in the Center of the Howie and Gamble Pike; Thence with the Center thereof N. 7. W. 88 67/100 poles to the Center of Said County line gravel Road; Thence with Said Road. S. 81 W. 79. poles to a Stone with brick Under it: Thence S. 10. 83 32/100 poles to a Stone; Thence N. 81. E. 77 20/100 poles to the beginning. Containing 41¼ acres More or less

6th Tract 12. Acres

Part of Same Survey; Beginning at a Stone N. E. Corner of 30. acres Sold to Robert Gamble. and in the Center of the Howie and Gamble Pike: Thence N. 7. W 24 77/100 poles to a Stone. Thence. S. 81. W. 77 20/100 poles to a Stake: Thence S 10. E. 24 77/100 poles to a Stone in the line of Said 30. acres: Thence N. 81. E. 77 20/100 poles to the beginning Containing 12. acres More or less: Said last three lots Constituting The Frank Clugage farm. bought of the heirs of Robert Gamble deceased: and Making 94½ acres more or less. and Situated in Said County of Union

Among the persons named herein, and in the following proportions, To-wit

To- J. W. Robinson. Plaintiff	The one fifth	Part
To- Mollie Miller and her husband Jeremiah Miller	The one fifth	Part
To- Maggie J. Moore and her husband G. W. Moore	The one fifth	Part
To- Ellie Cheney and her husband J.C. Cheney and Bonet Sauerman	The one fifth	Part
To- Frank M. Sherman	The one fifteenth	Part
To- Emma J. Lucas	The one fifteenth	Part
To- Hazel Sherman	The one Thirteenth	Part
To- W.E. Sherman	The one Thirteenth	Part

The Shares of Hazel Sherman and W.E Sherman to be Subject to the Dower of Minnie Sherman, and the Share of Frank M. Sherman and others, claiming Under Harriet Sherman deceased, to be Subject to the Dower of Jesse Sherman

But: if the Said Commissioners are of the opinion that Said Real Estate cannot be divided according to the demand of this writ without Manifest injury to the Value Thereof. that you cause them to Make a just Valuation of the Same in Money, and that your proceedings in the premises you distinctly certify, Under your hands to our Said Court forthwith

Witness My Name and the Seal of Said Court of Common Pleas. at the Court House in Marysville this 9th day of March A. D. 1896

J.N. Gamell Clerk

No 7021 Sheriff's Return on writ of Partition

March 9th 1897. The Sheriff Made the following return on Writ of Partition To-wit.

Sheriffs Fees		
Service		25
Mileage	1	60
Executing writ	1	00
Swearing Com'		25
Report Comm	1	00
Conveying Appts	2	50
Return		25
Commissioners Fees		
Dyer Reed	1	00
R McCrory	1	00
T M Brannon	1	00
Total	$ 9	85

Sheriff's Return

As Commanded by the foregoing Writ of Partition. I have executed the same by the oaths of Dyer Read, R. McCrory, Thomas M. Brannon, causing partition to be made, as will appear by the report of the Commissioners herewith returned

Given under My Hand this 9th day of March A.D. 1896

Wm G. Snodgrass Sheriff

No 2021 Report of Commissioners

J. W. Robinson
VS
Barnet Sauerman et als

Commissioners Report
In the County Court of Common Pleas.

In Partition

According to the Command of the Writ of Partition in this case issued, and on the call of the Sheriff of Said County, we the Undersigned, Commissioners, after being first duly Sworn, and Upon Actual View of the premises, do make partition

And Upon actual View of the premises, we are of opinion that the Said real estate cannot be divided according to the demand of the Writ Without Manifest injury to Value thereof, and we do Estimate the Value of the Same, as follows, in two parts, the first known as the John Guy farm of 202 acres, and the Second known as the Robert Gamble farm of 94½ acres we Appraise the First Tract or Guy Tract appraised at $35.00 per acre Second Tract or Gamble Tract Appraised at $ 25.00 per acre

Given under our hands this 9th day of March A.D. 1896

Dyer Reed
R. McCrory
Thos M. Brannon
} Commissioners

April 7th 1897. The following Entry was filed with the Clerk To-wit.

No 2021 Entry

J. W. Robinson
VS
Barnet Sauerman et als

Entry

This day came the Plaintiff, and the defendants, and it appearing to the Court that the Sheriff and Commissioners on partition were unable to divide Said premises in the petition described, and had Appraised the Said lands, and it being found by the Court that Neither of the parties desire to take Either of Said parcels of land at its Appraised Valuation, and that the Said parties desire an order of Sale of Said premises

Therefore it is Considered Ordered and Adjudged by the Court that Said lands be Sold According to Law and that the Sheriff proceed on the Order of the Plaintiff and an Order of Sale to be issued by the Clerk of this Court: to Advertize and Sell Said premises on the premises in payments of one third Cash in hand and one third in one from day of Sale, and one third in two years from the day of Sale, with interest from the day of Sale, and this Cause is Continued for further Orders

No 2021 Precipe for order of Sale

February 1

James [illegible]
vs
Barnet Sa

Case retur

February 13

The State of
Union Co

for the Co
Nine hund
Sauerm
to Sell at

Situated
Beginnin
S. 80 W. fr
and Suga
& Hickory
N. 80. E. 11
acres there

Part of
100 acres tra
N. E. corne
174. poles to
85. acres

Part of
Said Surv
N. Easterly
and Hicko
to an Iron
the beginn
wife. Cons
to Wm Leig
whose tra
Constitute
of Jerre

Part of
North lin
N. 10. W. 10
County L
E. 108 Cs-Tw po

No 2021 Precipe for order of Sale

February 12th 1897 The following Precipe was filed for order of Sale in Partition To-wit.

James W. Robinson vs Barnet Saueerman et als | Court of Common Pleas Union County Ohio

Marysville Feb 12th 1897

To the Clerk of Said Court.

Issue Order of Sale in the above case returnable according to law

Robinson & Woodburn Attorneys for Plaintiff

February 13th 1897: The following Order of Sale in Partition was issued To-wit.

The State of Ohio, Union County ss | Order of Sale in Partition

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 April Term A.D. 1896: in a certain Petition for Partition, Now pending in Said Court, wherein, James W. Robinson, Petitioner, and Barnet Saueerman et als, Respondents, we Command you that without delay you proceed to Sell at public auction the lands and Tenements in Said partition described, to wit.

First Tract 65 acres

Situated in the Counties of Union and Delaware, State of Ohio: Part of Survey No. 5501. Beginning at a Sugar tree and Small Hickory in the South line of Said Survey, 125 poles S. 80 W. from the S. E. Corner of Said Survey; Thence N. 10. W. 186. poles to a Red Elm, Red Oak and Sugar; Thence S. 85. W. 110 poles to a Black Ash and Red Oak; Thence S. 10. E 194. poles to a Hickory and Water Beech in the South line of Said Survey; Thence with Said Survey line N. 80. E. 110. poles to the beginning Containing 130 acres More or Less. but Excepting 65. acres thereof Sold and Conveyed by John Guy to Alexander Bethard

Second Tract 85. acres

Part of Same Survey: Beginning at a Sugar and Small Hickory S. East Corner of Said 130 acre tract; Thence with the line thereof N. 10. W. 186 poles to a Red Elm, Red Oak, and Sugar N. E. Corner of Said tract; Thence N. 85. E. 75 poles to a Black Ash and Hickory; Thence S. 10. E. 194. poles to a Hickory, Elm and Sugar: Thence S. 80. W. 75 poles to the beginning Containing 85. acres

Third Tract 56½ acres

Part of Survey No. 3007: and being the west half of lot No. 9 of the Subdivision of Said Survey; Said No. 9 described as follows: Beginning at two Ashes, and Sugars N. Easterly Corner of Said Survey; Thence with its line S. 10. E. 134 poles to an Ironwood and Hickory and Ash Corner of lot 8; Thence with the line of lot 8. North 10. W. 134 poles to an Ironwood and white Oak in the North line of the Survey; Thence with Said line to the beginning Containing 113 acres, and being the same premises that G. W. Graham and wife. Conveyed to Uriah Clark May 24th 1844, and the East half of Said lot being Conveyed to Wm Leigett. but Excepting therefrom a Strip 100 feet wide belonging to the Rail Road Co whose track runs through Said farm. leaving 202. acres outside of Said 100. feet Strip Constituting the John Guy farm. afterwards the Clugage farm. Now in the possession of Jesse Miller as tenant of the Clugage heirs

Fourth Tract 41¼ acres

Part of Survey No. 4065: Beginning at a Stone with peices of brick under it in the North line of the Robert Gamble Jr land and Southwest Corner of a 12 acre lot; Thence N. 10. W. 108 12/100 poles to a Stone with brick under it in the Center of the Pike called the County line Gravel Road; Thence with the Center of Said Road S. 81. W. 63¾ poles. Thence S. 10. E. 108 65/100 poles to a Stone in the N. W. Corner of Said Robert Gamble Jr land; Thence with

his north line N. 81. E. 60¾ poles to the beginning containing 41¼ acres

Fifth Tract 41¼ acres

Part of Survey No. 4065: Beginning at a Stone with pices of brick under it in the Center of the Howie and Gamble Pike; Thence with the Center Thereof N. 7. W. 88 65/100 poles to the Center of Said County line Gravel Road; Thence with Said Road S. 81. W. 79. poles to a Stone with brick under it; Thence S. 10. E. 83 32/100 poles to a Stone; Thence N. 81. E. 77 20/100 poles to the beginning Containing 41¼ acres More or less.

Sixth Tract 12. acres

Part of Same Survey; Beginning at a Stone N. E. Corner of 30 acres Sold to Robert Gamble and in the Center of the Howie and Gamble Pike; Thence N. 7. W. 24 87/100 poles to a Stone; Thence S. 81. W. 77 20/100 poles to a Stake; Thence S. 10. E. 24 87/100 poles to a Stone in the line of Said 30. acres; Thence N. 81. E. 77 20/100 poles to the beginning Containing 12. acres More or less. Said last three lots Constituting the Frank farm bought of the heirs of Robert Gamble deceased; and Making 94½ acres More or Less, and Situated in Said County of Union

Appraised as follows in two Farms

First Tract or Guy Tract appraised at $35.00 per acre

Second Tract or Gamble Tract " " $25.00 " "

To be Sold on the premises.

One Third Cash, one Third in one year and one Third in two years from day of Sale.

And that your proceedings in the premises you make known to our Said Court of Common Pleas within Sixty days from the date hereof: and have you then and there this Writ.

Witness my hand and the Seal of Said Court at Marysville this 13th day of February A. D. 1897.

J. N. Gossett Clerk

March 23rd 1897: Order of Sale returned and filed Endorsed as follows. To-wit:

No 2021
Sheriffs Return on Order of Sale

Sheriff's Fees:		
Service		25
Mileage		96
Copy to Printer		25
Postage	21	61
Return		25
Total	23	32
Printers Fees	36	75

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 of general Circulation in Union County, Ohio; and on the 23rd day of March A. D. 1897 at Two O'clock P. M. on Said day on the premises in Said County I offered for Sale at public auction, the lands and tenements described in this writ: First or Guy Tract Sold to G. W. Moore, J. C. Cheney and Mollie C Miller for ($349.85) Six Thousand, three Hundred and Forty Nine 85/100 Dollars. The Second Tract or Gamble Tract to G. W. Moore J. C. Cheney and Millie C. Miller for ($2173 50/100) Two Thousand One hundred and Seventy three 50/100 Dollars; Said Sums being More than two-thirds of the Appraised Value; and they being the highest and best bidders, are declared the purchasers

J. Ed Robinson Sheriff
Union County Ohio

March 22nd 1897: The following Sheriff Sale and affidavit of Publication filed to-wit

No 2021
Publication of Sheriff Sale

James W. Robinson
vs
Barnet Sauerman et als

Robinson & Woodburn Attorneys
Order of Sale in Partition
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 for Sale on the premises, on Tuesday March 23rd 1897, at or about the hour of 2. o'clock P M. on Said day the following described real Estate. to-wit; Situated in the Counties of Union and Delaware, State of Ohio and bounded and described as follows:

First Tract, 65 acres.

Part of Survey No. 5501. beginning at a Sugar tree and Small Hickory in the South line of Said Survey, 125 poles S. 80. W. from the Southeast Corner of Said Survey: Thence N. 10. W. 186. poles to a Red Elm, Red Oak and Sugar: Thence S. 85° W 110 poles to a Black Ash and Red Oak: Thence S. 10. E 194 poles to a Hickory and Water Beech in the South line of Said Survey: Thence with Said Survey line N. 80° E. 110 poles to the beginning Containing 130. acres More or less, but Excepting 65. acres thereof Sold and Conveyed by John Guy to Alexander Bilhard

Second Tract 85 acres

Part of Same Survey, beginning at a Sugar and Small Hickory Southeast Corner of Said 130 acre tract: Thence with the line thereof N. 10. W. 186. poles to a Red Elm, Red Oak and Sugar Northeast Corner of Said tract: Thence N. 85° E. 75 poles to a Black Ash and Hickory: Thence S. 10. E. 179 poles to a Hickory, Elm and Sugar: Thence S. 80° W. 75 poles to the beginning Containing 85. acres.

Third Tract 56½ acres.

Part of Survey No. 3007 and being the West half of Lot No. 9. of the Subdivision of Said Survey Said No. 9. described as follows. Beginning at two Ashes and Sugars Northeasterly Corner of Said Survey: Thence with its line S. 10° E 134 poles to an Ironwood and Hickory and Ash. Corner of Lot 8: Thence with the line of lot 8. N. 10° W. 134. poles to an Ironwood and White Oak in the North line of the Survey: Thence with Said line to the beginning Containing 113 acres and being the Same premises that C. W. Graham and Wife Conveyed to Uriah Clark May 24th 1844. and the East half of Said lot being Conveyed to Wm. Liggett. but excepting therefrom a Strip 100 feet wide belonging to the Railroad Company, whose track runs through Said farm, leaving 202. acres outside of Said 100 feet Strip. Constituting the John Guy farm, afterward the Clugage farm now in possession of Jerry Miller as tenant of the Clugage heir.

Fourth Tract 41¼ acres

Part of Survey No. 4065: Beginning at a Stone with pieces of brick Under it in the North line of the Robert Gamble Jr. land and Southwest Corner of a 12 acre lot: Thence N. 10. W. 108 17/100 to a Stone with brick Under it in the Center of the Pike Called the County line Gravel Road: Thence with the Center of Said road. S 81.° W. 63 7/8 poles: Thence S. 10° E. 108 65/100 poles to a Stone in the Northwest Corner of Said Robert Gamble Jr. land: Thence with his North. N. 81° E. 60 3/4 poles to the beginning Containing 41¼ acres.

Fifth Tract 41¼ acres.

Part of Survey No. 4065: Beginning at a Stone with pieces of brick Under it in the Center of the Howrie and Gamble Pike: Thence with the Center Thereof N. 7° W. 88 65/100 poles to the Center of Said County line gravel road: Thence with Said road S. 8° W. 79. poles to a Stone with brick Under it: Thence S. 10° E. 83 32/100 poles to a Stone: Thence N. 81° E. 77. 20/100 poles to the beginning Containing 41¼ acres More or less.

Sixth Tract 12. acres

Part of Same Survey: Beginning at a Stone Northeast Corner of 30. acres Sold to Robert Gamble and in the center of the Howrie and Gamble Pike: Thence N. 7° W. 24 87/100 poles to a Stone: Thence S. 81° W. 77 20/100 poles to a Stake: Thence S. 10. E. 24 87/100 poles to a Stone in the line of Said 30 acres: Thence No 81° E. 77 20/100 poles to the beginning. Containing 12. acres More or less. Said last three lots Constituting the Frank Clugage farm, bought of the heirs of Robert Gamble deceased, and Making 94½ acres More or Less and Situated in Said County of Union

First Tract or Guy Tract appraised at $35.00 per acre

Second Tract or Gamble Tract appraised at $25 per acre

Terms of Sale; one third cash, one third in one year, one third in two years from day of Sale. With Interest

February 17; 1897 - S. W.

J. Ed Robinson Sheriff Union County Ohio

No 7021
Affidavit of Publication

The State of Ohio
Union County ss

The Undersigned being duly Sworn Says that a copy of the annexed Notice was published for three consecutive weeks in The Marysville Tribune, a Newspaper of general Circulation in the County of Union. the first publication beginning with February 17th 1897:

W. S. Shearer.

Sworn to and Subscribed before me this 22nd day of March 1897

Printers Fees $36 75/11

J N Gosnell Clerk

No 7021
Entry

J. W. Robinson
Vs
Barnet Sauerman et al

Entry

This Cause came on to be Heard on the Notice to Confirm Sale and Distribute proceeds of Sale: Whereupon the Court being fully advised in the premises find the proceedings regular, and Lawfull, and therefore the Same is Confirmed, and the Sheriff ordered to execute to G. W. Moore, J. C. Cheney and Mollie C. Miller a deed in fee Simple for Said land on their Securing to the Several parties the proceeds of Sale by Mortgage and Notes according to law: Further the Court find the proceeds of the Sale amount to the Sum of ($8523 35/100) of Which 1/3 is $2841 12/100. The Court finds the Ordinary Costs to be $91 22/100 The Taxes on the land $50 00/100 and the Attorney fee to Robinson & Woodburn to be Taxed as Costs according to the rule of Court. $175 23/100 which Sums amounting to $317 02/100 The Sheriff is ordered to pay out of the first payment. And the Ballance $2524 02/100 to pay out as follows

To the Several parties according to their interest as herein after Mentioned it being Shown that according to the laws of Indiana. Jesse Sherman Surviving husband of Harriet Sherman deceased; became the owner of one-third of her fifth of Said land in fee instead of dower, and that the three Children of Harriett Sherman deceased: Under the Same law became the owners each of one third of the remainmg two-thirds of her fifth of Said lands. therefore the Said Money is ordered to be paid out.

To- Maggie J. Moore one fifth amounting to $504.82
To- Mollie C Miller one fifth amounting to 504.82
To- J. W. Robinson as assignee of J. H. Clugage & Olive A Eaton 504.82
To- J W Robinson as assignee of Jesse Sherman Frank M. Sherman and Emma J. Lucas but now Emma J. Awry 392.67
To- Minnie K Sherman and her Children Wm E. and Hazel H Sherman 112.18

That the Second payment to be Secured by Note and Mortgage due March 27th, 1898 With with one years interest as follows

To- Barnet Sauerman and J. C. Cheney one fifth $568.22
To- Maggie Moore 568.22
To- Mollie C Miller 568.22
To J. W. Robinson as assignee of J. H. Clugage and Olive A. Eaton and as assignee of Jesse Sherman and Frank M Sherman and of Emma J. Lucas now Emma J. Awry $1010.17
To-Minnie K Sherman and two Children W. E. and Hazel H Sherman 126.29

Also that the Third payment due March 27th 1899 with two years interest the Same in amounts to the Same parties as the Second payment.

No 2021
Entry

June 21st

J. W. K
vs
Barnet Sau

that the Cl
for the orig
$18.25 and
And it
it is ord

Attest J

No 7352
Petition

Pleas
of Union,
before the
on the 12
Be
Kimball
Common Pl

Milo Ki
Ruton Exe

Jacob
Mary Shu

Hiram D.
Probate C
Milo Kim
as the Ex
qualifie

The C
and deliv
being for
of Said No
Indorsm

Twelve M
Hundred
Annually

This Note

June 21st 1897: The following Entry was filed with the Clerk of Courts to-wit

No 2021
Entry

J W Robinson
vs
Barnet Sauerman et als

Entry

This day came on this Cause for further hearing, and it appearing that the Clerk of the Court had by Mistake omitted from the cost bill $18.25 the printers fee for the original Notice to defendants, it is ordered that he retax the Costs adding thereto $18.25 and that the Same be paid by the parties according to their interest in the Land

And it further appearing that Minnie K. Sherman is the guardian of the two Children it is ordered that the Cash and two notes due her and her two Children be paid to her.

Attest J N. Gosnell Clerk

No 7352
Petition

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, to-wit; on the 12th day of May, in the year of Our Lord, One Thousand Eight Hundred and Ninety Seven.

Be it Remembered that heretofore to-wit, on the 8th day of April A.D. 1897; Milo. Kimball and D W. Ruton Executors filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Jacob Shimek et al: to-wit:

Milo Kimball and D. W. Ruton Executor Plaintiff
vs
Jacob Shimek and Mary Shimek, Defendants

Court of Common Pleas
Union County Ohio

Petition

The Plaintiff's Say that on the 5th day of January 1897 Hiram D. Kimball died testate leaving a Will which was duly Probated by the Probate Court of Champaign County on the 8th day of February 1897 - and the said Milo Kimball and D. W. Ruton were on the Same day duly appointed and qualified as the Executors of the Said last will and testament of Said deceased: and are Still qualified and acting as Said Executors for the first Cause of action

The Plaintiff Say that on the 28th day of May 1887 one Jacob Shimek, Executed and delivered to the Said Hiram D Kimball his two Promissory Notes of that date, being for a Ballance of purchase Money of the tract of land hereinafter described: Each of Said Notes being for the Sum of $800 - Copies of which are as follows, with indorsments thereon to-wit:

$800.00 Milford Center May 28th 1887.

Twelve Months after date I promise to pay to the order of Hiram D Kimball, Eight Hundred Dollars, at Milford Center Bank Value received. with interest at Six per cent Annually

Jacob Shimek

Endersed upon Said Note as follows

Interest paid on the within note to May 28th 1889

This Note to draw Eight per cent interest from May 28th 1889

Jacob Shimek

Interest paid to May 28th 1890:— Int. paid to May 28th 1891.
Int Paid to May 28th 1892:— Int paid to May 28" 1893.
Paid $44.00 May 16th 1894

Second Cause of action. The Plaintiffs Say that on the 28th Day of May 1887. the defendant Jacob Shmk Executed and delivered to Hiram D. Kimball his Promissory Note of that date being for Ballance of purchase Money of the Tract of land hereinafter described for the Sum of $800" Copies of which are as follows with Endorsments thereon to-wit

$800.00 Milford Center O. May 28th 1887.

Twenty four Months after date I premise to pay to the Order of Hiram D. Kimball. Eight Hundred Dollars at Milford Center Bank Value received with Interest at Six per. cent Annually

Jacob Shmck

Endorsed thereon as follows:

Interest paid on the within note to May 28th 1889.

This Note to draw Eight per cent interest from May 28th 1889

Jacob Shmk.

Interest paid to May 28th 1890:— Interest paid to May 28th 1892
Interest Paid to May 28" 1894;

Third Cause of Action

Plaintiff further Say. that to Secure the payment of the said Notes. and the interest thereon as it Should become due. the said Jacob Shmck and the defendant Mary Schmck his wife on the said 28th day of May 1887. Executed and delivered to the Said Hiram D. Kimball their Mortgage Deed. and thereby Conveyed to the Plaintiff. Said Testator Hiram D. Kimball his heirs and assignes the following described lands and tenements Situated in the County of Union. and State of Ohio. and in the Township of Union in Survey No. 2675. and Bounded and discribed as follows;

Beginning at a Stone in the Center of the road leading from Milford Center Down Darby on the East Side of the Creek and Corner Corner to John Gabriel' land; Thence with his Corner line N. 54° E. 170 poles to a Stone in the line of Christopher Gases land; Thence with his line S. 35½ E. 34 7/10 poles to a Stone in the line of George and Jonah Reeds land; Thence with their line S. 54° W. 158 poles to a Stone in the Center of Said road; Thence with the Said road N. 55° W. 37 1/5 poles to the beginning. Containing Thirty four and one fourth (34¼) Acres.

Also the following discribed Real Estate Situated in Union Township Union County Ohio: Part of Survey 2675= Beginning at two Hickories on the North Side of Darby Creek N. W. Corner to land of Josiah and George Reed; Thence up the Creek at low Water Mark N. 58° W. 38. poles & 20 links to a Stone in the Edge of Said Creek. S. E. Corner to the lands of J. J. Gabriel; Thence N. 53° E. 23 6/10 poles to a Stake in the road. Corner to the lands of H. D. Kimball; Thence S. 55°. E. 37½ poles to a Stake in the line of Said Josiah and George Reeds land Thence S 55° W. 20. poles to the beginning Containing Five (5) Acres More or less.

The Condition Contained in Said Deed was in Substance. that if the Said Jacob Shmck Should pay the Notes according to the Tenor Thereof. the Said Deed Should be Void. otherwise to be and remain in full force and Virtue in law

Plaintiff further Says that Since the Execution of Said deed. and Notes the Said Jacob Shmck has failed to Comply with Conditions of Said Mortgage deed. and that the Same has become absolute. On the 9th day of September 1887 at 9. O'Clock the Said Mortgage was delivered to the Recorder of Union County to be by him Entered for Record. and was recorded in Volume 25. of Mortgages at page 191.

No 7352 Precipe

No 7352 Summons

No 2352 Sheriffs Return on Summons

There is
and Fifty fo
on the
Nine ft 75/100
Wherefore
of Nineteen
per cent. a
to be appr
Said Jud
the Same.

State of Ohio

the Statem

Sworn to

To the Clerk

Endorse fo
at 8. per C

April 8th

The State of
Union Cou

Jacob Sh
in the Cou
of May A.D
rendered a
Jon wit

April 15th 1

The State o
Union Cou
Sheriff's Fee
Service & Re
Mileage
Copies
Total

There is due and Unpaid on the first Note described the Sum of Nine Hundred and Fifty four 45/100 Dollars with 8. per cent interest from April 8th 1897:

on the Second Mentioned Note is due and Unpaid the Sum of Nine Hundred and thirty Nine 75/100 Dollars. with 8. per cent interest from April 8th 1897.

Wherefore the Plaintiffs prays Judgment against the Said defendants. for the Said Sum of Nineteen Hundred and thirty four 20/100 Dollars. with interest from April 8th 1897. at Eight per cent. and also on failure to pay Said Judgment by a day to be named Said premises to be appraised. advertised and Sold as Upon Execution. and the proceeds Applied to pay 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 may be proper in the premises.

Robinson & Woodburn Attorneys for Plaintiff

State of Ohio Union County ss:

Milo Kimball and D.W. Rutan being duly Sworn Says that the Statements and allegations made in their foregoing Petition are true as they verily believe

Milo Kimball
D.W. Rutan.

Sworn to before me and Subscribed in my presence this 8th day of April 1897.

(Seal)

J.N Gorrell Clerk of Court

No 7352 Precipe

To the Clerk

Issue Summons according to law to Sheriff of Union County against defendants Endorse foreclosure Mortgage and personal judgment for the Sum of $1934.20 with interest at 8. per cent from April 8th 1897

Robinson & Woodburn.

April 8th 1897: Summons issued and delivered to the Sheriff of Union County To-wit

No 7352 Summons

The State of Ohio Union County

Summons

To the Sheriff of Union County:

You are hereby commanded to Notify Jacob Shunck and Mary Shunck that they have been Sued by Milo Kimball et al in the Court of Common Pleas of Union County. and must answer by the 8th day of May A.D. 1897. or the Petition of the Said Plaintiff will be taken as true. and Judgment rendered accordingly

You will make due return of this Summons on the 15th day of May A.D. 1897.

Witness my hand and the Seal of Said Court. this 8th day of April A.D 1897

(Seal)

J.N Gorrell Clerk

No 2352 Sheriffs Return or Summons

April 15th 1897: Summons Returned and filed Endorsed as follows To-wit.

The State of Ohio Union County

Sheriff Return

Received this writ April 9th A.D. 1897. at 9. o'clock A.M. and Served Same by delivering a true and certified Copy of this writ with all the within endorsements thereon to Jacob Shunck and Mary Shunck personally on the 15th day of April 1897.

J. Ed Robinson Sheriff

Sheriff's Fees		
Service & Return		
Mileage		
Copies		
Total		

No 7352
Entry of Decree

May 12th 1897: The following Entry was filed in the Clerks Office as follows To-wit.

Milo Kimball et al.
vs
Jacob Shunk and
Mary Shunk

No 7352

This Cause now coming on for hearing was Submitted to the Court on the pleading, and the Evidence, and on Consideration thereof, the Court find on the issue joined for the plaintiff, and that there is due the plaintiffs from the defendants, Jacob Shunck and Mary Shunck, on the premissory Notes, with Eight per Cent interest from the first day of this Term, April 19th 1897, the Sum of Nineteen Hundred and Thirty Nine 91/100 Dollars,

The Court further find that in order to Secure the payment of Said Notes, the defendants Jacob Shunck and Mary Shunck his Wife Executed and delivered to Hiram D. Kimball, during his life time their Certain Mortgage as in the petition described and on the premises therein described, that Said Mortgage was duly recorded in book 25, Page 191, of the Record of Mortgages of Union County Ohio, 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 plaintiffs recover from the defendants the Said Sum of Nineteen Hundred and Thirty Nine 91/100 Dollars, and his Costs herein Expended = And it is further adjudged and decreed that Unless the defendants Jacob Shunck and Mary Shunck Shall within four 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 19th day of April 1897, at Eight per Cent, 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 County directing him to appraise advertise, and Sell Said premises as upon Execution and report his proceedings to this Court for further order.

May 15th 1897: The following Precipe for order of Sale was filed with the Clerk To-wit

No 7352
Precipe for Order of Sale

Milo Kimball et al
vs
Jacob Shunk and Mary Shuck

Court of Common Pleas Union County, Ohio.

Marysville May 15th 1897:

To the Clerk of Said Court:

Issue order of Sale in the above case

Returnable according to law

Robinson & Woodburn Attorneys for Plaintiffs

No 7352

May 17th 1897: Order of Sale issued and delivered to the Sheriff of Union County To-wit

No 7352
Order of Sale

The State of Ohio
Union County

Order of Sale

To The Sheriff of Said County Greeting

Whereas at a Court of Common Pleas, Holden at the Court house in Marysville in Said County of Union, on the 12th day of May 1897, Milo Kimball et al Obtained a judgment and decree against Jacob Shunck et al for the Sum of Nineteen Hundred and Thirty Nine and 91/100 Dollars, and Twelve and 23/100 Dollars, costs of Suit: And Whereas it was then and there, by Said Court ordered, adjudged and decreed, that the Said Jacob Shunck et al within four days from the 12th day of May A.D. 1897: pay unto the Said Milo Kimball et al the Said Sum of Nineteen Hundred

and thirty
and on the
ording his
to sell the
thereof fully
Costs aforesaid

We there
Sell accordi
lands and

And in

Begin
Darby on
his corner
with his
land; Th
Thence with
one hundr

Also
Ohio = Pa
Creek, N. W
Mark N. 3
the lands
lands of
George Reed
More or le

We th
decree into
Real Estate,
of Such So
therein; an
Pleas within

(Seal)

June 19th 19
The State o
Union Co

Sheriffs Fee

Service
Levy
Sum Appra
Deed Appra
Making Appra
Copy of Appra
Notice to pro
Writing Not
Mileage
Postage
Return
Appraisers Fee

and Thirty Nine and 91/100 Dollars with interest from the 19th day of April 1897, and Costs aforesaid, and on 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 four days aforesaid have fully expired, and the said Sum of Nineteen Hundred and Thirty Nine and 91/100 Dollars, and Costs aforesaid have not been paid, or any part thereof, as appears to us of record-

We therefore Command you, that you proceed without delay, to appraise, advertise, and Sell according to the Statute regulating Judgments and Executions at Law the following Lands and Tenements Situate in Union County, Ohio, To-wit;

And in the Township of Union, in Survey No. 2675, and bounded and discribed as follows,

Beginning at a Stake in the Center of the road leading from Milford Center down Darby on the East Side of the Creek, and Corner to John Gabriels land; Thence with his Corner line N. 54° E. 170 poles to a Stone in the line of Christopher Gases land; Thence with his line S. 35½° E. 34 4/10 poles to a Stone in the line of George and Josiah Reeds land; Thence with their line S. 54° W. 158 poles to a Stone in the Center of said road; Thence with the said road N. 55° W. 37½ poles to the beginning containing Thirty five and one tenth (35 1/10) acres.

Also the following discribed Real Estate Situated in Union Township, Union County Ohio = Part of Survey 2675 = Beginning at two Hickries on the North Side of Darby Creek, N.W. Corner to lands of Josiah and George Reed; Thence Up the Creek at low Water Mark N. 58° W. 38 poles and 20 links to a Stone in the Edge of said Creek S.E. Corner to the lands of J.J. Gabriel; Thence N. 53° 30' E. 23 6/10 poles to a Stake in the road, Corner to the lands of H.D. Kimball; Thence S. 55° E. 37 1/5 poles to a Stake in the line of said Josiah and George Reeds land; Thence S. 55° 1, N. 20. poles to the beginning Containing Five (5) acres More or less.

We therefore Command You, that you proceed to carry said order, judgment and decree into Execution agreeably to the Over Thereof, and that you expose to Sale the above discribed Real Estate, under the Statute regulating Sales on Execution, and that you apply the proceeds of Such Sale in Satisfaction of said Judgment and decree with Costs and interest as specified therein; and that you Make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof, and bring this order with you

Witness My Signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 17th day of May A.D. 1897

(Seal)

J N Gasnell Clerk

June 19th 1897: Order of Sale returned and filed Endorsed as follows To-wit.

No 7352

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees		
Service		25
Levy		25
Sum Appr	1	20
Sworn Appr		25
Ruling Appraisal		25
Copy of Appraisal		25
Notice to parties		25
Writing Notice		25
Mileage		54
Poundage	12	97
Return		25
Appraisers Fee	6	00

In obedience to the Command of the Order of Sale hereto annexed, I did, on the 17th day of May, 1897, Summons, W. C Tullington, O.W. McAdow and Thomas M. Brannon three disinterested freeholders, residents of said County, who were by me duly Sworn to impartially Appraise the lands and tenements therein described. Upon actual view, and afterward, on the 17th day of May A.D. 1897, 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 Nine Hundred and Sixty Dollars. A certified Copy of said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

No 7352
Entry

June 21st

Milo Kim
Vs
Jacob Schu

of the She
on Execu
the Same
this Court
Approved o
Purchaser
(And the S
Said Sum
possession

And th
Eight Hun
in his ha
Including
Executors
Eight Hund
defendant;
the Sum a
the Sum fo

: And on the 19th day of May 1897. 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 19th day of June A.D. 1897. at one O'clock P.M. of Said day; And having advertised the Said lands and Tenements for more than thirty days previous to the day of Sale, to-wit five Consecutive Weeks: and in pursuance to Said Notice, I did on Said 19th day of June A.D. 1897 at the Time and place above Mentioned proceed to offer Said lands and Tenements at Public Sale, and then and there came John Brown who bid for the Same the Sum of Eight Hundred and Sixty five and 38/100 Dollars, and Said Sum being More than two-thirds of the appraised Value thereof, and Said John Brown being the highest and best Bidder therefore I then and there publicly Sold and Struck off Said lands and Tenement to him for Said Sum of Eight Hundred and Sixty five 38/100 Dollars

J. Ed Robinson Sheriff

June 18th 1897: Notice of Publication of Sheriff Sale and Affidavit of Same filed to-wit

Milo Kimball et al
Vs
Jacob Shuneck et al

Robinson & Woodburn Attorneys
On Order of Sale
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 for Sale at the North door of the Court House in Marysville Ohio, on Saturday, June 19th 1897, 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 Union, County of Union, and State of Ohio: in Survey No 2675, and Bounded and described as follows:= Beginning at a Stone in the center of the road leading from Milford Center down Darby on the East Side of the Creek and Lower Corner to John Gabriel's land; Thence with his Lower line N. 54° E. 170. poles to a Stone in the line of Christopher Gares land; Thence with his line S. 35½° E. 34 4/10 poles to a Stone in the line of George and Josiah Reed's land; Thence with their line S. 54° W. 158 poles to a Stone in the center of Said road; Thence with the Said road N. 65° W. 37 1/5 poles to the Beginning Containing Thirty five and one-fourth (35¼) Acres

Also the following described Real Estate Situated in Union Township Union County Ohio, Part of Survey 2675:= Beginning at two Hickories on the North Side of Darby Creek Northwest Corner to Lands of Jacob and George Reed; Thence up the Creek at Low Water Mark N. 58° W. 38 poles and 20 links to a Stone in the Edge of Said Creek Southeast Corner to the lands of J.J. Gabriel; Thence S. 55° 37 1/5 poles to a Stake in the Line of Said Josiah and George Reed's Land; Thence S. 55° 1' W. 20. poles to the beginning, Containing five (5) acres More or less

Appraised at $24.00 per acre

Terms of Sale Cash. May 19th 1897-5W

J. Ed Robinson Sheriff of
Union County Ohio

The State of Ohio Union County ss

The Undersigned being duly Sworn Says that a Copy of the annexed Notice was published per 5 Consecutive weeks in the Marysville Tribune a Newspaper of general Circulation in the County of Union, the first Publication beginning with May 19th 1897:

W. O. Shearer.

Sworn to and Subscribed before me this 18th day of June 1897.

Printers Fees $18.00

J. N. Gamble Clerk

Attest J

No 7352
Entry

June 21st 1897: The following Entry was filed with the Clerk of the Court to-wit

Milo Kimball et al
vs
Jacob Schmuck 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 carefull Examination of the proceedings of the 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 John Brunn 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 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.

And the Court Coming Now to distribute the proceeds of Said Sale. Amounting to Eight Hundred and Sixty four and 38/100 Dollars. it is ordered that the Sheriff out of the Money in his hands pay; First-the Costs of this action Taxed at $ 58.00; Second the Taxes including due June 1897 at $ 7.70/100; Third to the Plaintiff Milo Kimball and D.W. Kutan Executors the Balance of the Said Money remaining in his hands. to-wit. the Sum of ($804.62) Eight Hundred and four and 62/100 Dollars to be applied as a Credit upon his Judgment the Said defendant; And their Still remaining due to the Said Milo Kimball and D.W. Kutan Executors the Sum of $1135.22 with 8 per cent from the 19th day of April 1897; it is considered that he receive the Sum from the defendant Jacob Schmuck, and Execution is awarded therefor.

Attest J N. Gamell Clerk

No 7343
Petition

Pleas Continued and Held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of April A.D. to-wit on the 8th day of May in the year of Our Lord One Thousand Eight Hundred and Ninty Seven

Be it remembered that heretofore. To-wit, on the 3rd day of April A.D. 1897. The Citizens Home and Savings Company filed in the Clerks office of the Said Court of Common Pleas, the following Petition against James Welch et al. To-wit.

The Citizens Home and Saving Co; Plaintiff
Against
James Welch, David J. Welch, Emma Welch Edgar Payne Catherine Payne, E.D. Morgan, Assignee of Watterman Lee and Frank M. Gibson ..... Defendants

In the Court of Common Pleas of
Union County Ohio.

Petition

The Plaintiff the Citizens Home and Savings Company Says:= That it is an Association duly organized and incorporated under the Laws of the State of Ohio providing for the incorporation of Building and Loan Associations. And that its principal office is at Marysville Ohio:

I. First Cause of action:= For a first Cause of action the Said Plaintiff, The Citizens Home and Savings Company Says:= That on the 12th day of July 1895 the said Defendants James Welch and David J. Welch Made and delivered to Said Company their Contract in writing of which the following is a Copy.

$700.00 Marysville Ohio July 12th 1895.

Received of the Citizens Home and Savings Company of Marysville O. Seven Hundred Dollars as a loan on Seven Shares of Stock, No 1344. owned by James Welch and Said David J. Welch in Said Company. I. agree to pay to Said Company weekly, not less than One 75/100 Dollars which Shall be Applied as follows

First:= to the payment of any fines or other assessments made against me in pursuance of the by laws of Said Company

Second:= To the payment of the premium for precedence due on Said loan amounting to 25/100 Dollars per week:

Third:= To the payment of the interest due on Said loan, amounting to 87/100 Dollars per week

Fourth:= The balance of Said payments Shall be Credited as dues on Said Stock: Said payments Shall be continued until the dues So credited on Said Stock together with the dividends declared thereon, Shall equal the Amount loaned.

Should I. fail for Eight weeks to pay Said weekly payments, then the whole Amount of Said loan Shall at once become due and payable.

James Welch
David J. Welch

The By-Laws of Said Company providing for the assessment of fines is as follows:

Sec. 31:= Should any borrowing Member fail to pay the weekly amount required to be paid on his Stock he Shall be fined five Cents on each one hundred dollars of Stock held by him for each failure, and after Eight failures the whole amount of his loan Shall become due, and the Board of Directors Shall order the Mortgage to be foreclosed.

The Said defendants James Welch and David J. Welch have paid to Said Company the Sum of One Hundred and Six and 25/100 Dollars which has been applied according to the terms of Said Contract as follows: For fines $2.00; For Interest $4.54 for Taxes $17.26 and the remainder 12.85 has been Credited as dues on Said Stock.

The dividends declared on Said Stock are One 60/100 Dollars.

The Said defendants James Welch 2d David J. Welch have failed to Make the weekly payments as agreed to be paid in Said Contract for 24 Weeks, the last payment having been Made on Said Stock on the 19th day of October 1896.

II:= Second Cause of action:= For a Second Cause of action the Said Plaintiff: The Citizens Home and Savings Company Says:= That on the 12th day of July 1895, and to Secure the Said loan, and Weekly payments, Set forth in Said Contract in Said first Cause of action herein, the Said defendants James Welch 2d David Welch and Emma Welch his wife Executed and delivered to Said Plaintiff. The Citizens Home and Savings Company their Mortgage deed, and thereby Conveyed to Said Company the following described Real Estate Viz:= Situate in the Village of Marysville County of Union and State of Ohio.

: Being In Lot Number Six Hundred and Seventy two (672). For a More definite description thereof reference is hereby made to the recorded Plat of Said Village in the office of the Recorder of Said Union County Ohio.

The Condition Contained in Said Mortgage was as follows:

:Provided Nevertheless, and these presents are upon this Condition: That Whereas, the Said James Welch 2d David J. Welch have Entered into a Contract in writing with Said Company in the words and figures following, To-wit:

$700.00 Marysville, Ohio: July 12th 1895.

Received of the Citizens Home and Savings Company of Marysville, Ohio. Seven Hundred Dollars, as a loan on Seven Shares of Stock, No. 1344, owned by James Welch 2d David J. Welch in Said Company:= We agree to pay to Said Company Weekly not less than One 75/100 Dollars, Which Shall be applied as follows:

: First:= To the payment of any fines or other assessments made against us: in Pursuance of the By-Laws of Said Company.

: Second:= To the payment of the premiums for preceding due on Said loan, amounting to 25/100 Dollars per week.

: Third:= To the payment of the interest due on Said loan, amounting to 84/100 Dollars per Week

: Fourth:= To the payment of any Sum of Money Expended by Said Company for insurance of Mortgaged property as required by the By-Laws of Said Company.

: Fifth:= The balance of Said payments Shall be Credited as dues on Said Stock, Said payments Shall be Continued until the dues so Credited on Said Stock together with the dividends declared thereon Shall Equal the Amount loaned.

Should. I. fail for Eight Weeks to pay Said weekly payments, then the whole amount of Said loan Shall at once become due and payable.

(Signed) James Welch.
David J. Welch.

Now, if the Said James Welch 2d David J Welch Shall pay to Said Company, its Successors or assignees the Said Sums of Money when due as Set forth by Said Contract, then these presents Shall be Void

On the 23d day of January A.D. 1896: at ten o'Clock P.M: Said Mortgage was Delivered to the Recorder of Said Union County, Ohio, for record, and was duly recorded in Volume 33. page 291. of the Records of Mortgages of Said County.

Said Mortgage deed has become absolute.- There is due and remaining Unpaid Upon Said Contract Set forth in the first Cause of action the Sum of Six Hundred and Eighty five and 50/100 Dollars, on the 19th day of October 1896: and the further Sum provided in Said Contract, Viz: For fines 35/100 Dollars: For premiums 25/100 Dollars, and for interest 47/100 Dollars, in all, One and 47/100 Dollars for Each and very week from and after Said 19th day of October 1496: Said Defendants Edgar Payne, Catherine Payne Ed Morgan

Assignee &c. and Frank M. Gibson claim some interest in or lien on said premises.

The said Plaintiff: The Citizens Home and Savings Company. therefor. asks judgment against Said James Welch and David J. Welch for said Sum of Six Hundred and Eighty five and 51/100 Dollars, and One and 47/100 Dollars for Each and every week from and after October 19th 1896: That said Mortgage May be foreclosed, Said premises ordered to be Sold and the proceeds thereof be applied to the payment of Said indebtedness of Six Hundred and Eighty five and 51/100 Dollars. and One and 47/100 Dollars additional from and after the 19th day of October 1896: until paid, and for all proper relief in the premises.

John M Brodrick Attorney for Said
The Citizens Home and Savings Company

The State of Ohio
County of Union ss

John M Brodrick. being Sworn. Makes Oath that he is the Attorney of Said Plaintiff. The Citizens Home and Savings Company. 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 3rd day of April 1897:

J N Gorrell Clerk of Court in and for Union County. Ohio

Precipe

No 7348 Precipe for Summons

To the Clerk:

Issue Summons for the defendants James Welch. David J. Welch. Emma Welch and Edgar Payne and Catherine Payne to the Sheriff of Union County Ohio. returnable according to law: Indorse: Judgment and foreclosure of Mortgage: Amount Claimed $685.51 and $1.47 Weekly from and after October 19th 1896

John M. Brodrick Attorney for Plaintiff

No 7343 Waiver

I hereby Waive Service and Enter my appearance Herein.

Frank M Gibson
By J M Brodrick his Atty

April 3rd 1897: Summons Issued and delivered to the Sheriff of Union County To-wit:

No 7343 Summons

The State of Ohio
Union County ss

Summons

To: the Sheriff of Union County:

You are hereby Commanded to Notify James Welch. David J. Welch. Emma Welch. Edgar Payne and Catherine Payne that they have been Sued by The Citizens Home and Savings Company in the Court of Common Pleas of Union County. and Must answer by the 1st day of May A.D. 1897: or the Petition of the Said Plaintiff will be taken as true. and judgment rendered accordingly.

You will Make due Return of this Summons on the 12th day of April A.D. 1897:

Witness My hand and the Seal of Said Court this 8th day of April A.D. 1897

J N Gorrell Clerk

No 7348 Sheriff Return on Summons

No 7343 Entry

April 7th 18

The State of
Union Co

Sheriff's Fee
Service & Return
Mileage
Copies
Total

May 8th 18

The Citizens
Company

James Welc

Company
on to be he
Still fail
true, It
by reason
the Plaint
Mortgage
Three Dollar
It is there
defendant
the Summ
also its Co
defendants
said plai
Ent, so as
19th 1897: an
Sheriff of
Plaintiff's
apply the pr
so as afore
order of Said
to file ans

No 7343 Precipe for Order of Sale

May 10th

The Citizens
Company

James We

of Union C

No 7343 Sheriff Return on Summons

April 7th 1897: Summons returned and filed Endorsed as follows To-wit.

The State of Ohio
Union County ss

Sheriffs Return

Received this writ April 6th A.D 1897: at 8. O'clock A M: and Served Same by delivering a true and Certified Copy of this writ, with all the within indorsments thereon to Emma Welch and Catherine Payne personally to James Welch, David J. Welch and Edgar Payne by leaving a copy at their usual place of residence on April 7th 1897

J Ed Robinson Sheriff.

Sheriffs Fees		
Service & Return	1	10
Mileage		32
Copies		75
Total	$2	07

No 7343 Entry

May 8th 1897: The following Entry was filed with the Clerk of Court. to-wit:

The Citizens Home and Savings Company Plaintiff
vs
James Welch et al Defendants

April Term 1897 No 7343

Journal Entry
Petition on Note and Mortgage

And Now Comes the Said The Citizens Home and Savings Company Plaintiff by John M. Brodrick its Attorney:= And thereupon this Cause came on to be heard upon the Petition, and the Said James Welch and David J. Welch defendants Still failing to demur or answer to the Said petition, the Said petition is taken to be true, It is therefore considered that the plaintiff ought to recover the amount due it by reason of the premises; On Consideration Whereof the Court find that there is due to the Plaintiff from the Said defendants James Welch and David J. Welch on the Contract and Mortgage in the petition Mentioned and Set forth, the Sum of Seven Hundred and Twenty Three Dollars and Seventy three Cents and that it is a lien upon Said premises.

It is therefore Considered by the Said Court here, that the Said plaintiff recover of the Said defendant the Said Sum of Seven Hundred and Twenty three Dollars and Seventy three Cents the Sum found due as aforesaid, with $1.47 Each Week from and after April 19th 1897, and also its Costs Taxed at $31.20, and it is further ordered and adjudged, that in Case the Said defendants James Welch and David J. Welch fail for three days from this date, to pay to the Said plaintiff the Said Sum of Seven Hundred and twenty three Dollars and Seventy three Cent, So as aforesaid found due, with One and 47/100 Dollars for Each Week from and after April 19th 1897: and to the Clerk of this Court Said Costs aforesaid, then that an order issue to the Sheriff of Said Union County, Ohio directing him to Cause the premises described in Plaintiffs Petition herein, to be Appraised, Advertised and, Sold, according to law; and apply the proceeds of the Sale, first in payment of Costs; Second in payment of the Judgment So as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of Said Court; And Leave is granted to all Parties defendants who are lien holders herein to file answer and Cross Petitions before the order of Confirmation and distribution herein.

No 7343 Precipe for Order of Sale

May 10th 1897: The following Precipe for Order of Sale was filed with the Clerk To-wit:

The Citizens Home and Savings Company Plaintiff
vs
James Welch et al Defendants

Court of Common Pleas Union County Ohio:

Marysville May 10th 1897:

To the Clerk:

Issue order of Sale in the above Case to Sheriff of Union County Ohio returnable according to law

J M Brodrick Atty for Plaintiff

No 7343
Order of Sale

May 10th 1897: Order of Sale Served to the Sheriff of Union County To-wit:

The State of Ohio, Union County } ss

Order of Sale

To the Sheriff of Said County Greeting.

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in Said County of Union on the 8th day of May 1897, The Citizens Home and Savings Company, obtained a judgment and decree against James Welch and David J. Welch for the Sum of Seven Hundred and twenty three and 73/100 Dollars, and Thirteen 65/100 Dollars, Costs of Suit;= And Whereas it was then and there, by Said Court ordered, adjudged and decreed that the Said James Welch and David J. Welch, within three days from the 8th day of May, A.D. 1897: pay unto the Said, The Citizens Home and Savings Company the Said Sum of Seven Hundred Twenty Three and 73/100 Dollars; with $1.42 each week from and after April 19th 1897; and Costs aforesaid; and, on 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 three days aforesaid have fully expired, and the Said Sum of Seven Hundred Twenty Three and 73/100 Dollars, and Costs, aforesaid, have not been paid, or any part thereof, as appears to us of record - We therefore Command you, that you proceed, without delay, to Appraise, advertise and Sell, according to the Statute regulating Judgments and Executions at law, the following lands and tenements, Situate in the Village of Marysville Union County Ohio, To-wit

Being In lot No Six Hundred and Seventy two (672) For a more definite description thereof reference is hereby Made to the recorded Plat of Said Village in the office of the Recorder of Said Union County Ohio.

We therefore Command You: That you proceed to Carry Said order, Judgment, and Decree into execution, agreeably to the tenor thereof, and that you expose to Sale the above described Real Estate, Under the Statute regulating Sales on Execution, and that you apply the proceeds of Such Sale in Satisfaction of Said judgment, and decree, with Costs and interest, as Specified Therein; and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof, and bring this Order with you.

Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 10th day of May A.D 1897

J. N. Gaswell Clerk

By Jno A Gaswell Deputy

No 7343
Notice of Sale and affidavit

June 12th 1897: The following Return was made on Order of Sale by the Sheriff To-wit

No 7343
Sheriff's Return on order of Sale

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 10th day of May 1897 Summons, J. W. Tilton T. D. Wild and Jeff G. Turner Three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described Upon actual View, and afterward, on the 10th day of May A.D. 1897, Said: Appraisors 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 12th day of May 1897, 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

Sheriff's Fees		
Service		25
Levy		25
Sum Appraisors	1	20
Sworn Appraisors		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage		14
Return		25

No 7343
Entry

Total Sheriff's Fees
Appraisers Fees
Printers Fees
Sale to-wit
A.D 1897, at
Sale, and the
Sum of
of the Appra
and best b
to him fo

June 18th 1

The Citizens
Company
James

By virt
County O
Saturday
described
Situate
of Ohio and
two (672).
Said Villag
Appraised
Terms of Sale

The State of

Notice was
Circulation

Sworn
Printers Fees

June 21st

Total Sheriff Fees	3	36
Appraisers Fees	3	00
Printers Fees	11	25

to be Sold at public Sale, at the door of the Court House of Said County, on the 12th day of June A.D. 1897; at one O'Clock P.M. of Said day; And having advertised the Said lands and tinements for more than thirty days previous to the day of Sale to-wit 5. Consecutive Weeks; and in pursuance to Said Notice I did, on Said 12th day of June A.D 1897, at the time and place Mentioned, proceed to offer Said lands and tinements at public Sale, and then and there came The Citizens Home and Savings Company who bid for the same the Sum of Four Hundred and Sixty Seven Dollars, and Said Sum being More than two thirds of the Appraised Value thereof, and Said; The Citizens Home and Savings Company being the highest and best bidder therefor, I then and there publicly Sold and Struck off Said lands and tinements to him for Said Sum of Four Hundred and Sixty Seven Dollars.

J. Ed Robinson Sheriff.

June 18th 1897: Notice of Sheriff's Sale and Affidavit of Publication filed to-wit;

No 7346
Notice of Sale and affidavit

The Citizens Home and Savings Compey vs James Welch et al

Sheriff's Sale

On Order of Sale

J M. Broderick Attorney

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 for Sale at the North door of the Court House in Marysville, Ohio, on Saturday June 12th 1897: 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 Paris and Village of Marysville, County of Union, and State of Ohio and bounded and described as follows: Being In Lot No Six Hundred and Seventy-two (672). For a More definite description thereof, reference is hereby made to the Recorded Plat of Said Village in the office of the Recorder of Said Union County Ohio.

Appraised at $700.00

Terms of Sale Cash

May 12" 1897-5-11-

J. Ed Robinson Sheriff Union County Ohio

The State of Ohio Union County ss

The Undersigned being duly Sworn Says that a copy of the Annexed Notice was published for 5. consecutive weeks in The Marysville Tribune, a Newspaper of general circulation in the County of Union, the first publication beginning with May 12th 1897.

W.O. Shearer.

Sworn to and Subscribed before me this 18th day June 1897;

Printers Fees $11.25

J N Gorrell Clerk

June 21st 1897: The following Entry Confirming Sale was filed to-wit

No 7343
Entry

The Citizens Home and Savings Company vs James Welch et al.

Entry

On Motion of the plaintiff, and on its 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, The Citizens Home and Savings Company Plaintiff by deed, according to law, the property So Sold

And the said purchaser hereby is 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 Mortgage herein Sued on to be entered on the record thereof, in the office of the Recorder of Union County Ohio.

And the court coming now to distribute the proceeds of said Sale amounting to $467.00 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 amounting to. $

Second:= The costs of this action, taxed a $

Third:= To the Plaintiff the balance of $ to apply on the Judgment heretofore rendered herein, and there still remaining due said Plaintiff on its said Judgment the Sum of $ with Six per cent interest thereon from June 21st 1897. Execution is awarded therefor

Bredrick Attorney

Attest J N Gosnell Clerk

No 7329 Petition

Pleas Continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio: Before the Honorable Duncan Dow Judge of Said Court, of the Term of April, to-wit, on the 19th day of April in the year of our Lord, One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore To-wit, on the 11th day of March A.D. 1897 C S Chapman filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Anna B. Love et al.

C S Chapman Plaintiff
vs
Anna B. Love et al Defendants

Court of Common Pleas Union County Ohio
No 7329. Petition

Plaintiff for Cause of action Says:

That on or about the 17th day of January A.D. 181. the said Defendants duly Executed and delivered to S. A. Armstrong their one certain Promissory Note of that date for the Sum of Eight Hundred Dollars with interest at the rate of Eight per Cent per annum after Maturity, payable Semi annually, due five years after date, a Copy of which note with all Credits and indorsements thereon is as follows

$800.00 Marysville O. January 17" 1871.

Five years after date I promise to pay to the order of S. A. Armstrong, Eight Hundred Dollars at the Peoples Bank, Marysville Ohio. Value received, without any relief whatever from Valuation and appraisment laws, with interest at the rate of Eight per Cent per annum after Maturity, payable Semi annually, the drawer and indorser severally waive presentment for payment protest and non payment of this Note. It is expressly agreed that if default be made in the payment of any one of the Coupons 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 them shall at the option of the holder thereof immediatly 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 portion thereof shall be Sold for any tax or assessment whatever

then and in that event, their Note and all accrued interest thereon shall immediatly become due and may be Collected.

Anna B. Love.
Levi Love.

That there are no Credits on Said Note; That the following endorsments is writen on the back of Said Note: Pay to the Order of, C. S. Chapmon

S. A. Armstrong

Second Cause of Action

Plaintiff Says that on or about the 17th day of January 1891 Said defendants Anna B Love and Levi Love duly executed and delivered to S. A Armstrong their one Certain Coupon interest Note for the Sum of Twenty Eight Dollars with interest Eight per Cent. interest after Maturity due January 17th 1896: of which Coupon Note with all Credits and endorsments thereon is as follows

Marysville O January 17th 1891.

January 17th 1896 after date I, promise to pay to the order of S. A. Armstrong Twenty Eight Dollars at Peoples Bank Marysville Ohio, with interest at the rate of Eight per Cent per annum after Maturity payable Semi annually, being the 10th Semi annual interest on the Note hereto attached of even date herewith and Subject to all the conditions of Said Note;

Anna B. Love
Levi Love

That there are no Credits on Said note; That the following indorsment is writen on Said note: Pay to the Order of C. S. Chapmon S. A Armstrong;

Third Cause of action

Plaintiff Says that to Secure the payment of Said principal promissory Note, and the Coupon interest as they respectively become due the Said Anna B Love together with her husband the Said Levi Love, duly executed acknowledged and delivered to the Said S. A. Armstrong, and by her assigned to this plaintiff (the Said Levi Love joining with his Said wife in the granting part Signing and acknowledgement thereof) their Certain deed of Mortgage, bearing date on the 17th day of January 1891, and thereby conveyed in fee Simple, And of all right, including that of Dower of the Said Levi Love in and to the Same, the following described premises, Lands, Tenements and Herabiliaments; Situated in the County of Union and State of Ohio: Survey No 1307 Numbered and described as follows:= Being part of Lot No 6 of the Subdivision of the Lands of Mary C. Skillas:= Beginning at a Stone in the west line of Said Survey No 1307, and in the Center of the Linton grave road; Thence with the Center of Said road N, 54° E. 55 70/100 poles to a Stone; Thence. S. 8° E. 87 60/100 poles to a large Red Oak on the left bank of Mill Creek; Thence up the Center of Said Creek with the Meanderings thereof to the Said west line of Said Survey No 1307; Thence with Said line N. 3° 45' W. 225; poles to the beginning, Containing 50. acres More or less.

That Said deed of Mortgage was delivered to the Recorder in the Recorders offic of Said County of Union, according to law on the 19th day of January 1891, at 3 o' clock P.M. and was duly recorded in Vol 30, page 352: That Said deed of Mortgage has a condition thereunder writen that in case the Said Anna B. Love and Levi Love Should pay, or cause to be paid each of Said promissory Notes when and as they respectiely become due then Said deed of Mortgage Should be void, otherwise to remain in full force and Virtue in law and equity:= That the Said Anna B. Love and Levi Love have Wholly failed to pay Said Principal Note, and Said last Coupon Interest Note or any part thereof though the Same are for past due, Wherefore Said deed of Mortgage has become absolute and this plaintiff intends to foreclose. Whereupon the plaintiff asks for judgment against the defendants Anna B. Love, and Levi Love for the Sum of Eight Hundred, Dollars

With interest at Eight per cent per annum payable Semi annually from January 17th 1896. and also for Judgment against said defendants Anna B. Dove and Levi Dove for the Sum of Twenty Eight Dollars 28cts with Eight per cent interest from January 17th 1896: Also that the said premises be Sold as upon Execution to Satisfy plaintiffs said Mortgage indebtedness from the said Anna B. Dove and Levi Dove. and the judgment by Plaintiff So to be Obtained. That said Liens be Marshaled and determined by the Court for Costs and all further relief

W. W. Merchant Attorney for Plaintiff

The State of Ohio
Union County ss

W. W. Merchant being first duly Sworn Says that he is the duly authorized Attorney of the Plaintiff in the premises that said action is on a Contract in writing that said Written Contract is in his this affiants possession that the fact Stated and the allegations made in the foregoing petition are as he verily believes true

W. W. Merchant

Sworn to before Me and Subscribed in my presence this 11th day of March. 1897.

Seal

J N Gemill clerk of Court

No 7329 Precipe

To the Clerk

Issue Summons for the defendants Anna B. Dove and Levi Dove to the Sheriff of Union County Ohio returnable according to Law Indorsed Said writ action for Judgment. Amount Claimed $800cts with 8% interest per annum payable Semi Annually from January 17th 1896. and for $28cts with 8% interest per annum from January 17th 1896. and for foreclosure of Mortgage and for Costs

W. W. Merchant Attorney for Plaintiff

No 7329 Summons

March 11th 1897; Summons issued and delivered to the Sheriff Union County to wit.

The State of Ohio
Union County } ss

Summons

To the Sheriff of Union County

You are hereby commanded to Notify Anna, B. Dove. and Levi Dove that they Stand sued by C. S. Chapman in the Court of Common Pleas of Union County, and Must answer by the 10th day of April A.D. 1897, or the petition of the said plaintiff will be taken as true and Judgment rendered accordingly

You will Make due return of this Summons on the 22nd day of March. A.D. 1897.

Witness My hand and the Seal of Said Court this 11th day of March A.D. 1897

Seal

J N Gemill Clerk

March 18th 1897. Summons returned and filed Endorsed as follows To-wit:

Sheriffs Return on Summons

The State of Ohio
Union County } ss

Sheriffs Return

Sheriffs Fees		
Service & return		65
Mileage		96
Copies		30
Total	1	91

Received this Writ March 11th A.D. 1897. at 5. o'clock P.M. and Served Same by delivering a true and certified Copy of this writ with all the within Endorsements thereon to Anna B. Dove Personally. to Levi Dove by leaving a Copy at his usual place of Residence on the 18th day of March 1897.

J Ed Robinson Sheriff

No 7329 Entry

April 19th

C. S. Chapman
vs
Anna B. & Levi Dove

the Court
Summons
allegations
the plaintiff
thirteen and
interest to
payment of
duly execute
their certain
That Said
of Said Cou
in the Petiti
It is ther
B. Dove, a
it is furth
B. Dove a
to be paid
the Sum
defendan
an Order
Advertise
to this Cou

No 7329 Precipe for Order of Sale

April 21st

C. S. Chapman
vs
Anna B. Dove

County Oh

April 21st

No 7329 Order of Sale

The State of
Union Co

Pleas, holde
of April 18
and Levi
costs of Su

No 7329
Entry

April 19th 1897 The following Entry was filed with the Clk of the Court To-wit:

C. S. Chapman
vs
Anna B. Love and
Levi Love

Common Pleas Court Union County Ohio

Entry

This Cause Now Coming on for hearing on the Petition and the Evidence the Court find that the defendants Anna B. Love and Levi Love were duly Served with Summons in this Case, and that they 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 said defendants Anna B. Love and Levi Love the Sum of Nine Hundred Thirteen and 34/100 ($913 34/100) Dollars on the said promissory Notes Set forth in the petition, with interest to the 1st day of this term:= The Court further find that in order to Secure the payment of Said Notes the said defendants Anna B. Love and Levi Love her Husband duly executed and delivered to S. A. Armstrong, and by her assigned to this Plaintiff their certain Mortgage as in the Petition described, and on the premises therein Set forth That Said Mortgage was duly Recorded in Book 30, Page 252, of the Record of Mortgages of Said County of Union, and is a good and first Valid lien on the premises described in the Petition, and that the conditions in Said Mortgage has been broken:=

It is therefore ordered by the Court that the Plaintiff Recover of the defendants, Anna B. Love, and Levi Love the Said Sum of $913 34/100 and his Cost herein Expended; and it is further adjudged and decreed by the Court that Unless the defendants: Anna B. Love and Levi Love Shall within one day from 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 the 20th day of April 1897, 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 County directing him to Appraise Advertise and Sell Said premises as upon Execution for Cash, and report his proceedings to this Court for further order

W. W. Merchant Attorney for Plaintiff

No 7329
Precipe for
Order of Sale

April 21st 1897: The following Precipe was filed with the clerk for Order of Sale. To-wit:

C. S. Chapman Plff.
vs
Anna B. Love et al. Def'ts

Court of Common Pleas Union County Ohio
Marysville April 21st 1897:

Issue Order of Sale in the above Case to the Sheriff of Union County Ohio returnable according to law

W. W. Merchant Attorney for Plaintiff

April 21st 1897: Order of Sale issued and delivered to Sheriff of Union County To-wit

No 7329
Order of Sale

The State of Ohio
Union County ss

Order of Sale

To the Sheriff of Said County Greeting:

Whereas at a Court of Common Pleas, holden at the Court House in Marysville in Said County of Union on the 19th day of April 1897, C. S. Chapman obtained a judgment and decree against Anna B. Love and Levi Love for the Sum of Nine Hundred and Thirteen 34/100 Dollars and Eleven 53/100 costs of Suit.

And Whereas, it was then and there by Said Court Ordered, adjudged, and decreed that the Said Anna B. Love and Levi Love within one day from the 19th day of April A.D. 1897 pay unto the Said C.S. Chapman the Said Sum of Nine Hundred and thirteen 36/100 Dollars, with interest from the 19th day of April 1897 and Costs aforesaid; and, on 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 have fully expired, and the Said Sum of Nine Hundred & thirteen 36/100 Dollars and Costs aforesaid, have Not been paid, or any part thereof, as appears to us of record.=

We therefore Command you, that you proceed, without delay, to Appraise, advertise and Sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements, Situate in Union County Ohio To wit:

Survey No. 1307; Bounded and described as follows:= Being part of Lot No. 6. of the Subdivision of the lands of Mary b Shillas:= Beginning at a Stone in the west line of Said No 1307, and in the Center of the Linton gravel Road; Thence with the Center of Said Road N. 54° E. 55 70/100 poles to a Stone; Thence S. 8° E. 87 60/100 poles to a large Red Oak on the left bank of Mill Creek; Thence Up the Center of Said Creek with the Meanderings thereof to the Said west line of Said Survey No 1307; Thence with Said line N. 5° 45' W. 225 poles to the beginning Containing 50. 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 this 21st day of April A.D. 1897.

J N Gosnell Clerk

By Jno A Gosnell Deputy

No 7329 Sheriff's Return on Order of Sale

May 26th 1897; The Sheriff Made the following Return on Order of Sale to-wit;

The State of Ohio, Union County } ss

Sheriffs Return

Sheriffs Fees		
Service		25
Levy		25
Sum Appraisers	1	20
Swearing Appr's		25
Conveying Appr's	1	50
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage	1	12
Poundage	14	25
Return		25
Total Sheriff	20	07
Appraisers Fees	3	00
Printers Fees	11	50

In obedience to the Command of the Order of Sale hereto annexed, I did on the 21st day of April 1897, Summon Dyer Reed, Safe Mullen and C.S. Hamilton, Three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially Appraise the lands and tenements therein described upon a actual View, and afterward, on the 21st day of April A.D. 1897, Said Appraisers returned to me Under their hands and Seals, that they did upon actual View of the premises estimate and appraise the real Value in Money of the Same at Thirteen Hundred and Twelve and 50/100 Dollars. A certified Copy of Said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County.= And on the 21st day of April 1897, 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

No 7329 Notice of Sheriff Sale and proof of Publication

County on
advertised
of Sale, to-
22nd day of
lands and
bid for the
than two
highest a
lands and

June 18th 189

C.S. Chapman
vs
Anna B. Love

of Union Co
Ohio, on
following
Being pa
in the west
Said Road
of Mill Cre
of Said Sur
Acres More
Terms of
April 21, 189
The State o

of the anne
Tribune. a
beginning
Sw
Printer Fe

June 21st 1

No 7329 Entry Confirming Sale

C.S. Chapm
vs
Anna B Love

the return
the Court,
Satisfied t
Orders of t
Hereby, ap
Convey to th
Sold, and
holders, a

County on the 22nd day of May A.D. 1897. at one. O'Clock P.M. of Said day: And having advertised the Said lands and tenements for more than thirty days previous to the day of Sale, to-wit Five Consecutive Weeks: and in pursuance to Said Notice I did on Said 22nd day of May, A.D. 1897, at the time and place above Mentioned, proceed to offer Said lands and tenements at public Sale and then and there came W.W. Merchant who bid for the Same the Sum of Nine Hundred and Fifty Dollars, and Said Sum being More than two Thirds of the appraised Value thereof, and Said W.W. Merchant 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 Nine Hundred and Fifty Dollars

J. Ed Robinson Sheriff.

June 18th 1897: The following Notice of Sheriff Sale and affidavit of Publication was filed to-wit;

No 7329
Notice of Sheriff Sale and proof of Publication

C.S. Chapman
vs
Anna B. Lowe et al

W.W. Merchant Attorney

On order of Sale

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 for Sale at the North door of the Court House in Marysville Ohio, on Saturday, May 22nd 1897 at or about the hour of one. O'Clock P.M. on Said day the following described real estate to-wit:- Survey No. 1307, bounded and described as follows;

Being part of lot No 6 of the Subdivision of the lands of Mary C Shillas; beginning at a Stone in the West line of Said No. 1307, and in the center of Hinton Grave Road; Thence with the center of Said Road N. 54° E. 55 46/100 poles to a Stone; Thence S. 8° E. 87 60/100 poles to a Large Red Oak on the Left Bank of Mill Creek; Thence up the center of Said Creek with the Meanders thereof to the Said West line of Said Survey No. 1307; Thence, with Said line N. 5° 45' W. 225. poles to the beginning Containing .50 Acres More or less: Appraised at $26.25 per acre

Terms of Sale Cash

J. Ed Robinson Sheriff Union County Ohio

April 21. 1897-5-W

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 April 21st 1897.

W.A. Shearer

Sworn to and Subscribed before Me. this 18th day of June 1897

J.N. Gorrell Clerk

Printers Fees $11.50

June 21st 1897: The following Entry Confirming Sale was filed To-wit.

No 7329
Entry Confirming Sale.

C.S. Chapman Plaintiff
vs
Anna B Lowe, et al. Defendants

Confirmation of Sale and deed Ordered.

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 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 W.W. Merchant, by deed, according to law, the property So Sold, and the Said purchaser is hereby Subrogated to all 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:= It is further ordered that the Clerk cause Satisfaction of the Mortgage herein Sued on to be entered on the records, in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of Said Sale, amounting to $950 it ordered that the Sheriff out of the Money in his hands, pay:=

First= The taxes penalty and interest on the Same, to the Treasurer of Said County to-wit the Sum of $14 96/100.

Second= The costs in this Case, taxed at $46 10

Third = To the Plaintiff C S. Chapman, the Ballance of Said Money remaining in his hands, to-wit the Sum of $886 53 to apply as a credit upon his Judgment against the Said defendant. And there Still remaining due to the Said C.S. Chapman the Sum of $36 47 it is Considered that he recover the Same from the defendants, Anna B. Love and Levi Love and Execution is awarded therefor.

Attest J. M Gannell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court of the Term of April, A.D. 1897 on the 4th day of May in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore To-wit on the 3rd day of April A.D. 1897, Harrison R Newcomb filed in the Clerks office of the Said Court of Common Pleas the following Petition against Orlando Newcomb et als: To-wit;

No 7342
Petition

Harrison R. Newcomb: Plaintiff
vs
Orlando Newcomb, Hulda Newcomb Orella Gates Joseph Gates, Orrin Newcomb, Celia Newcomb, Otto Newcomb, Emily Newcomb, Otto Painter, Belle Painter Oiza R. Newcomb, Single, Nelson O. Newcomb, Mollie Newcomb Neri Newcomb, Anna Newcomb, Walace E. Newcomb, Ada Newcomb, Andrew B. Newcomb Chloe Newcomb, George A. Newcomb, Sarah Newcomb Gertrude J. Newcomb, Single Annie V. Kraman, Worthy Kraman, Emeline Newcomb Smith, Albert Smith Frank E. Newcomb, Jennie Newcomb, Eliza Newcomb Mc Call, Edmund Mc Call, Charles R. Newcomb Mary Newcomb, Earnest L Newcomb, Neal Newcomb George W. Newcomb, Emily Newcomb, Mabel Flora Thompson, Charles Thompson, Lucy Maude Verity Clark Verity, Edmund M. Sealand Single, Frank N. Sealand Single, Orlena W. Sealand Single Wm Howard, and Mary Newcomb; Defendants

State of Ohio Union Cam'ty ss }

In the Court of
Common Pleas

Petition in Partition

Now Comes the Plaintiff, Harrison R Newcomb and Says that on or about the 20th day of March 1896, one Olive E Spain died intestate leaving this plaintiff, and the above named defendants, Except Wm Howard, as her only heirs at law,= Plaintiff Says that at the time of her death Said Olive E. Spain was Owner in fee Simple of the following described Real Estate;

Situated in the County of Union, in the State of Ohio, and in the Township of Union; Virginia Military District, and bounded and described as follows, Viz; Being One hundred and Twenty (120) feet off of the east Side of the following described premises,= Being part of Survey No. 4735,= Beginning at a Stone North east corner to a lot owned by Ransom Tarpenig; Thence running North. 32° E. 10, 3/5 poles to a Stone in the road passing a Stone at the South west Side of the road at 9, poles; Thence with the road South 58° East 14 poles to a Stone, near the Rail Road; Thence parallel with the Rail Road South 33° West 10 3/5 poles to a Stone; Thence with Tarpenigs North line 58° West 14 poles to the beginning. Containing One hundred and Twenty Six poles Clear of the road. The Whole containing one hundred and fifty Square rods More or less.

Plaintiff further Says that at the time of her death the Said Olive E. Spain was owner of an Undivided one-half interest in Common in the following described real Estate.

Parcel 2.

Situated in the County of Union, in the State of Ohio and in Military District. Part of Survey No. 6312. and bounded and described as follows: Viz: = Beginning at a Stake in the Center of the Post Road. 1,80. poles 32 3/4°. W. from the South Westerly of lot Containing one half acre conveyed to Obediah E. Griswold by James C. Miller; Thence with the Westerly line of Said lot N. 32 3/4°. E. 9 8/10. poles to a Stake Northwesterly course to Said Course to Said one half acre lot; Thence N. 58° W. 27. feet to a Stake; Thence S. 32. 3/4° W. 9 8/10 poles to a Stake in the center of the Post Road; Thence with the center of Said Road, S. 58° E. 27 feet to the beginning. containing one-Tenth of an acre More or less.

Parcel 3.

Situate in the County of Union, in the State of Ohio and in Virginia Military district and part of Survey No. 6312, and bounded and described as follows, Viz: Beginning at a Stone North 32 3/4° E. 60. feet from the N. W. corner of lot deeded by James C. Miller to N. N. Blake; Thence with the line of the Post Road. S. 58° E. 10 poles to a Stake; Thence N. 32 3/4° E. 8 poles to a Stake; Thence N. 58° W. 10. poles; Thence S. 32 3/4° E. 10. poles to the beginning, being one-half acre More or less.

Plaintiff Says that as one of the Heirs of Said Olive E. Spain, he is owner of and Entitled to a one tenth part of first parcel of land above described, and to a one-twentieth part of Second and third parcels of land above described. Plaintiff Says that defendants, Orlando Newcomb, Orrella Gates, Orlin Newcomb, Orlo Newcomb, Cyrus R. Newcomb and Celo W. Tarter are Each, as heirs of Said Olive E. Spain, the owner of a one-tenth part of first parcel above described, and a one-twentieth part of Second and third parcels above described; that defendant Nelson O. Newcomb, as heir of Olive E. Spain, is owner of a one-twentieth part of first parcel above described, and a one-fortieth part of Second and third parcels above described; that defendants Neri Newcomb, Walace E. Newcomb, Andrew B. Newcomb, Annie V. Freemond, George A. Newcomb, Gertrude A. Newcomb, Emeline Newcomb Smith, Frank E. Newcomb, Eliza Newcomb McCall, Charles R. Newcomb, Earnest L. Newcomb and George W. Newcomb are Each, as heirs of Said Olive E. Spain the owner of a one-Sixtieth part of first parcel above described, and a one-one hundred and twentieth part of Second and third parcels above described; that defendants Mable Flora Thompson, Lucy Maude Verity, Edmund M. Sealand, Frank N. Sealand, and Orlena W. Sealand, are Each as heirs of Olive E. Spain the owner of one-one hundred part of first parcel above described and a two-hundreth part of Second and third parcels above described.

Plaintiff Says that Wm Howard is owner by purchase of one-half of Second and third parcels above described;= Plaintiff Says that Hulda Newcomb, as Wife of Orlando Newcomb, Joseph Gates as husband of Orrella Gates, Celia Newcomb

as Wife of Orrin Newcomb, Emily Newcomb as wife of Otis Newcomb. Mary Newcomb, as Wife of Harrison R. Newcomb. Belle Painter wife of Otis W. Painter. Mollie Newcomb. Wife of Nelson O. Newcomb Anna Newcomb as Wife Neri Newcomb, Ada Newcomb as Wife of Wallace E. Newcomb. Chloe Newcomb as Wife of Andrew B. Newcomb. Sarah Newcomb as Wife of George A. Newcomb, Wortha Freeman as husband of Annie V. Freeman, Albert Smith as husband of Emaline Newcomb Smith, Jennie Newcomb as wife of Frank E. Newcomb, Edmund Mc Call as husband of Eliza Newcomb Mc Call, Mary Newcomb, as wife of Charles R. Newcomb, Neal Newcomb as Wife of Ernest L. Newcomb, Emily Newcomb as wife of George W. Newcomb, Charles Thompson as husband of Mabel Elena Thompson and Clark Verity as husband of Lucy Maude Verity. each claims some right of dower in the above described premises.

The plaintiff therefor prays for Judgment, Confirming the Shares of the parties as above Set forth, and for a partition of Said real Estate according to the respective rights of the partie interested therein, or if the Same Cannot be Equitably divided that Said premises may be Sold, and the proceeds thereof be divided between the parties according to their respective rights and for Such other relief as Equity may require

John M. Brodrick Attorney for Plaintiff

State of Ohio
Cuyahoga County ss

Harrison R. Newcomb being first duly Sworn Says that the facts Stated and allegations contained in the foregoing petition are true as he verily believes

Harrison R. Newcomb.

Sworn to before me and Subscribed in my presence this 15th day of January 1897.

(Seal) H.D. Messick Notary Public

No 7342
Waiver of
Summons

State of Ohio.
Union County

In the Court of Common Pleas

Harrison R. Newcomb Plaintiff
Vs
Orlando Newcomb et al. Defendants

Waiver of Summons, and
Entry of Appearance.

The Undersigned defendants in the above entitled action hereby waive the issue and Service of Summons, and Enter their appearance herein. This Voluntary Appearance to have the Same force and Effect in law as if Each of them had been duly and legally Served with Summons.

Andrew B. Newcomb
Chloe Newcomb
Orrin M. Newcomb
Celia Newcomb
Ordella Gates
Joseph Gates
E L Newcomb
Neal Newcomb
Orlando L Newcomb
Hulda Newcomb
Otis Newcomb
Emily D. Newcomb
Gertrude J Newcomb
Lucy M. Verity

Otis E. Painter
Belle Painter
Neri. Newcomb
Anna Newcomb
George A Newcomb
Sarah Newcomb
Wm Howard
Mary M. Newcomb
Nelson O. Newcomb
Mollie Newcomb
N O. Newcomb Gdn
for Frank and Alena Scalona
F. E Newcomb.
Clark H Verity

Jennie Newcomb
Wallace E Newcomb
Ada Newcomb
Emeline E Smith
Albert J. Smith
Geo W. Newcomb
Emma N. Newcomb
C R Newcomb
Mary A Newcomb
E J. Mc Call
E Mc Call
Charles N Thompson
Mabel E Thompson

No 7342
Waiver of
Summons

State of Ohio
Harrison R.
Orlando Newcomb
hereby waive
Voluntary
ban duly

No 7342
Waiver of
Summons

State of Ohio
Harrison R.
Orlando Newcomb
hereby waive
this Voluntary
had been duly

No 7342
Entry in
Partition

State of Ohio
Harrison R.
Orlando Newcomb
John M. Brodrick
petition and
do find that
herein for
find that the
of one Tenth
and Third to
Ordella Gates
Newcomb,
George N Ne

May 4th 18

No 7342 Waiver of Summons

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

Harrison R. Newcomb Plaintiff
vs
Orlando Newcomb et al. Defendants | Waiver of Summons and Entry of Appearance

The Undersigned, defendants in the above entitled action, hereby waive the issue and Service of Summons, and enter their appearance herein. this Voluntary appearance to have the Same force and effect in law as if each of them had been duly and legally Served with Summons.

Edmund M. Sealand

State of Ohio Union County ss: | In the Court of Common Pleas

No 7342 Waiver of Summons

Harrison R. Newcomb Plaintiff
vs
Orlando Newcomb et al Defendants | Waiver of Summons and Entry of Appearance.

The Undersigned, defendants in the above Entitled action hereby waive the issue and Service of Summons and Enter their appearance herein, this Voluntary appearance to have the Same force and Effect in law as if Each of them had been duly and legally Served with Summons.

Ozra R. Newcomb

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

No 7342 Waiver of Summons

Harrison R. Newcomb Plaintiff
vs
Orlando Newcomb et al Defendants | Waiver of Summons and Entry of Appearance.

The Undersigned, defendants in the above Entitled action, hereby waive the issue and Service of Summons and Enter their appearance herein, this Voluntary appearance to have the Same force and Effect in law as if Each of them had been duly and legally Served with Summons.

Worthy S. Freeman
Aurie V. Freeman

May 4th 1897: The following Journal Entry in Partition was filed with the Clerk to-wit

No 7342 Entry in Partition

Harrison R. Newcomb
vs
Orlando Newcomb et al | Journal Entry in Partition: April Term 1897:
In Partition

And now came the said Harrison R. Newcomb, Plaintiff by John M. Brodrick his Attorney, and thereupon this cause came on to be heard, upon the petition and evidence, and was argued by Counsel: On consideration whereof, the Court do find that due Notice of the pendency of this action has been given to all of the Defendants herein for more than forty days prior to the date of this order; and the Court do further find that the said Harrison R. Newcomb has a legal right to and is seized in fee Simple of one tenth part of the first tract described in said Petition and one-twentieth part of the second and third tracts therein described; The Court do further find that the said Orlando Newcomb Orella Gates Orville Newcomb, Otho Newcomb Ozro R. Newcomb Otho W. Painter Nelson O Newcomb, Nuri Newcomb Wallace E. Newcomb Andrew B. Newcomb Aurie V. Freeman George N Newcomb Gertrude A Newcomb, Emeline Newcomb Smith, Frank E. Newcomb

Eliza Newcomb McCall. Charles R. Newcomb, Earnest S. Newcomb, George W. Newcomb, Mabel Elena Thompson Lucy Maude Verity, Edmund M. Sealand, Frank N. Sealand, Orlene W. Sealand. and Wm Howard. are tenants in Common in Said premises with the Said Plaintiff in the following proportions To-wit= That the

Said: Orlando Newcomb is Seized of 1/10 of first Tract and 1/20 of 2nd and 3rd Tracts. Thereof
The: Said: Orville Newcomb 1/10 of first tract and 1/20 of 2nd and third Tract Thereof
The Said Orilla Gates 1/10 of first tract and 1/20 of 2nd and Third Tract Thereof
The Said Orlo Newcomb 1/10 of first tract and 1/20 of 2nd and Third Tracts Thereof
The Said Ozro R Newcomb 1/10 of first tract and 1/20 of 2nd and Third Tracts Thereof
The Said Orlo W. Painter 1/10 of first tract and 1/20 of 2nd and third Tracts Thereof
The Said Nelson O. Newcomb 1/20 of first tract and 1/40 of 2nd and Third Tracts Thereof
The Said Neri Newcomb 1/60 of first Tract and 1/120 of 2nd and Third Tracts Thereof
The Said Wallace E. Newcomb 1/60 of first Tract and 1/120 of 2nd and Third Tracts Thereof.
The Said Andrew B Newcomb 1/60 of first Tract and 1/120 of 2nd and Third Tracts Thereof.
The Said Aurie V. Richmond 1/60 of first Tract and 1/120 of 2nd and third Tract Thereof.
The Said George A. Newcomb 1/60 of first Tract and 1/120 of 2nd and Third Tract Thereof
The Said Gertrude A Newcomb 1/60 of first Tract and 1/20 of 2nd and Third Tracts Thereof.
The Said. Emdine Newcomb Smith 1/60 of first Tract and 1/120 of 2nd and Third Tracts Thereof.
The Said. Frank E. Newcomb 1/60 of first tract and 1/120 of 2nd and Third Tracts Thereof.
The Said: Eliza Newcomb 1/60 of first tract and 1/120 of 2nd and Third Tracts Thereof.
The Said: Charles R Newcomb 1/60 of first tract and 1/120 of 2nd and Third Tracts Thereof.
The Said: Earnest S Newcomb 1/60 of first tract and 1/120 of 2nd and Third Tracts Thereof.
The Said George W. Newcomb. 1/40 of first. Tract. and. 1/120 of 2nd and Third Tracts Thereof.
The: Said. Mabel Elena Thompson 1/100 of. first Tract. and 1/200 of 2nd and Third Tracts Thereof.
The: Said Lucy Maude. Verity 1/100 of first Tract. and 1/200 of 2nd and Third Tracts Thereof.
The: Said Edmund M. Sealand 1/100 of first Tract. and 1/200 of 2nd and Third Tracts Thereof.
The: Said Frank N. Sealand 1/100 of. first Tract. and 1/200 of. 2nd and Third Tract Thereof.
The: Said: Orlen W. Sealand 1/100 of first Tract and 1/200 of 2nd and Third Tracts Thereof.
The: Said William Howard 1/2 of 2nd and Third Tracts Thereof.

(and that there is no Widow. or Widower entitled to Dower therein)= It is therefore Ordered that a Writ of Partition issue to the Sheriff of Said County of Union. Commanding him that by the oaths of Albert Morse. James W. McElroy and John F. Bennett partition be Made of Said lands (free from Said Dower Estate) in the proportions above Enumerated herein in the respective properties So found to Each. by the Court= And it is further ordered, that the Sheriff return his proceedings in the premises (Forthwith)

May 6th 1897: The following Precipe for Writ of Partition was filed with the Clerk To-wit:

No 7342
Precipe for Writ of Partition

Harrison R. Newcomb Pltff
vs
Orlando Newcomb et al. Defts

Court of Common Pleas Union County Ohio
Marysville May 6th 1897

Issue writ of Partition in the above case to the Sheriff of Union County Ohio returnable according to law.

J M Brodrick Attorney for Plaintiff

May 6th 1897: The following Writ of Partition was issued and delivered to the Sheriff To wit:

No 7342
Writ of Partition

The State of Ohio
Union County

Writ of Partition:= To the Sheriff of Said County

Pursuant to an order of our Said Court of Common Pleas. within and for

the Said Cou
Wherein. Ha
are Hereby, Co
three judicio
parties, and
partition to
of Inmin. a
follows: Viz:
described p

Beginning
North 32°. E.
of the road
Thence paral
line 58° W.
of the road.

Also th

Parcel 2. S
part of Sur
in the Center
one-half ac
line of Said
Said one-
to a Stake
feet to the

Parcel 3,
District, an

Beginnin
C. Miller
Thence N. 32
beginning
following

To. Harrison
To: Orlando
To: Orville
To: Orrin
To: Orlo
To: Ozra R
To: Orlene W
To: Nelson O
To: Neri
To: Wallace E
To: Andrew B
To: Aurie V.
To: George A
To: Gertrude
To: Emdine
To: Frank E.
To: Eliza New
To: Charles R

the Said County, at the April Term A.D. 1897, in a civil action therein pending (for partition) Wherein Harrison R. Newcomb the Plaintiff, and Orlando Newcomb, et als the defendants, you are hereby Commanded, that by the oaths of Albert Moore, James W. McElroy and John R. Bennett three judicious and disinterested freeholders of the Vicinity who are not of kin to either of Said parties, and who were appointed by the Court as Commissioners for Such purpose, you cause partition to be Made of the following described real Estate;= Situate in the County of Union; Township of Union, and in the State of Ohio Virginia Military district, and bounded and described as follows: Viz;= Being One Hundred and Twenty feet (120) feet off of the East Side of the following described premises:= Being part of Survey No 4735.

Beginning at a Stone North East Corner to a lot owned by Ransom Tarpenig; Thence running North 32°. E. 10 3/5 poles to a Stone in the Center of the road passing a Stone at the South west Side of the road at 9 poles; Thence with the road South 58° E. 14 poles to a Stone, near the Rail Road; Thence parallel with the Rail Road S. 33° W. 10 3/5 poles to a Stone; Thence with Tarpenig's North line 58° W. 14 poles to the beginning Containing One Hundred and twenty Six poles. Clear of the road, The Whole Containing One Hundred and fifty Square rods More or less.

Also the following described real Estate

Parcel 2. Situated in the County and State aforesaid, and in the Virginia Military District, part of Survey No 6312, and bounded and described as follows, Viz;= Beginning at a Stake in the Center of the Port Road; 18 poles 32 3/4° W. from the South Westerly of lot Containing one-half acre conveyed to Obediah E. Griswold by James C. Miller; Thence with the Westerly line of Said lot N. 32 3/4° E. 9 8/10 poles to a Stake Northwesterly Course to Said Course to Said one-half acre lot; Thence N. 58° W. 27. feet to a Stake; Thence S. 32 3/4° W. 9 8/10 poles to a Stake in the Center of the Port Road; Thence with the Center of Said road S. 58° E. 27. feet to the beginning, Containing one-Tenth of an acre More or less

Parcel 3,= Situate in the County and State aforesaid, and in Virginia Military District, and part of Survey No 6312, and bounded and described as follows; Viz;

Beginning at a Stone North 32 3/4° E. 60 feet from the N.W Corner of lot deeded by James C. Miller to W M. Blake; Thence with the line of the Port Road. S. 58° E. 10. poles to a Stake; Thence N. 32 3/4° E. 8 poles to a Stake; Thence N. 58° W. 10 poles; Thence South 32 3/4° E 10 poles to the beginning, being one-half acre More or less; Among the persons named herein, and in the following proportions, to wit

To: Harrison R. Newcomb	1/10 of 1st Tract	and	1/20 of 2nd	and	Third Tract					
To: Orlando Newcomb	1/10	"	"	"	"	"	"	"	"	"
To: Orlie Gates	1/10	"	"	"	"	"	"	"	"	"
To: Orrin Newcomb	1/10	"	"	"	"	"	"	"	"	"
To: Orlo Newcomb	1/10	"	"	"	"	"	"	"	"	"
To: Ozra R. Newcomb	1/10	"	"	"	"	"	"	"	"	"
To: Orlen W. Painter	1/10	"	"	"	"	"	"	"	"	"
To: Nelson O. Newcomb	1/20	"	1/40	"	"	1/40	"	"	"	"
To: Neri Newcomb	1/60	"	"	"	"	1/120	"	"	"	"
To: Wallace E. Newcomb	1/60	"	"	"	"	1/120	"	"	"	"
To: Andrus B. Newcomb	1/60	"	"	"	"	1/120	"	"	"	"
To: Annis V. Freeman	1/60	"	"	"	"	1/120	"	"	"	"
To: George A Newcomb	1/60	"	"	"	"	1/120	"	"	"	"
To: Gertrude A. Newcomb	1/60	"	"	"	"	1/120	"	"	"	"
To: Emeline Newcomb Smith	1/60	"	"	"	"	1/120	"	"	"	"
To: Frank E. Newcomb	1/60	"	"	"	"	1/120	"	"	"	"
To: Eliza Newcomb McCall	1/60	"	"	"	"	1/120	"	"	"	"
To: Charles R. Newcomb	1/60	"	"	"	"	1/120	"	"	"	"

To: Ernest L. Newcomb. 1/10 of 1st Tract and 1/20 of 2nd and third Tract
To: George W. Newcomb. 1/10 " " " " 1/20 " " " " "
To: Mabel Flora Thompson. 1/100 " " " " 1/200 " " " " "
To: Lucy Maude Verity 1/100 " " " " 1/200 " " " " "
To: Edmund M. Sealand 1/100 " " " " 1/200 " " " " "
To: Frank N. Sealand 1/100 " " " " 1/200 " " " " "
To: Orlan W. Sealand 1/100 " " " " 1/200 " " " " "
To: Wm H Howard 1/2 of Second and Third Tracts

But if the Said Commissioners are of opinion that Said real Estate cannot be divided according to the demand of this writ without Manifest injury to the value thereof; that you cause them to make a just Valuation of the Same in Money; and that your proceedings in the premises you distinctly certify, Under your Hand to our Said Court forthwith.

(Seal)

Witness My Name and the Seal of Said Court of Common Pleas at the Court House in Marysville this 6th day of May A.D. 1897

J N Gamell Clerk
By Jno A. Gamell Deputy

May 8th 1897: The Sheriff Made the following Return on above Writ of Partition. To-wit:

No 7342
Sheriffs Return of writ of Partition

Sheriffs Fees		
Service		25
Mileage	1	92
Executing Writ	1	00
Swearing Com		25
Report of Com		25
Return		25
Total Sheriffs	3	92
Commissioners Fees		
J M McJlrey	1	00
J F Bennett	1	00
A E Morse	1	00

Sheriffs Return

As Commanded by the foregoing Writ of Partition I have Executed the Same by the Oaths of J.M. McJlroy, J.F. Bennett and A.E. Morse, Causing Said partition to be Made, as will appear by the report of the Commissioners herewith returned

Given under my hand this 8th day of May A.D. 1897

J. Ed Robinson Sheriff.

No 7342
Report of Commissioners

Harrison R Newcomb
against
Orlando Newcomb et als

Commissioners Report

Irwin 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 first duly Sworn: And Upon actual View of the premises, we are of the opinion that Said real Estate cannot be divided according to the demand of the writ without Manifest injury to the Value thereof, and we do Estimate the Value of the Same as 1st described Parcel Appraised at $700.00

2nd and 3rd described Parcels Appraised @ $100.00

Given under our hands this 8th day of May A.D. 1897.

J M McJlroy
J.F. Bennett
A E. Morse
} Commissioners

No 7342
Entry

May 11th 18

Harrison R
vs
Orlando Ne

Report of the
it appearing
and that Sa
for the first
in Said Pet
and in Co
neither of S
Estate there
on the prem
Said Sheri

May 11th 18

No 7342
Precipe for Order of Sale

Harrison R
vs
Orlando N

Come to the

May 11th 18

The State of
Irwin Co

No 7342
Order of Sale in Partition

of Common
Certain Petit
Petitioner o
delay you p
Situa
District, an
following d
East Corner
Stone in th
Thence with
the Railroa
to the begin
Also th
Parcel 2: c
Part of Sur
in the Cent
ining one-
the Westerly

May 11th 1897: The following Entry Confirming writ of Partition was filed To-wit:

No 7342
Entry

Harrison R. Newcomb.
vs
Orlando Newcomb et al

Entry

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 injury to the Value thereof, and that Said Commissioners have Made and returned their appraisement thereof, in the Sum of $700.00 for the first tract in the Petition described, and in the Sum of $1000.00 for the Second and Third Tracts in Said Petition described: 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 Said Estate at its appraised value, and there being no known Estate therein, on Motion of the Plaintiff it is Ordered that Said premises be Sold at Public auction on the premises, 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.

Brodrick for Plaintiff

May 11th 1897: The following Recipe was filed for Order of Sale in Partition To-wit.

No 7342
Recipe for Order of Sale

Harrison R. Newcomb
vs
Orlando Newcomb et als

Court of Common Pleas: Union County Ohio
Marysville May 11th 1897:

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. Brodrick Attorney for Plaintiff:

May 11th 1897: The following Order of Sale in Partition was issued and delivered to the Sheriff To-wit

The State of Ohio
Union County ss

Order of Sale in Partition.

To the Sheriff of Said County Greting

No 7342
Order of Sale in Partition

In pursuance of the Order of our Court of Common Pleas, within and for the County of Union, at the April Term A.D. 1897, in a certain Petition for Partition, Now pending in Said Court, wherein, Harrison R. Newcomb Petitioner and Orlando Newcomb, and Others: 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 Township of Union, County of Union, and State of Ohio, Virginia Military District, and bounded and described as follows, Viz:= Being 120 feet off of the East Side of the following described premises:= Being part of Survey No 4735: Beginning at a Stone North East Corner to a lot owned by Ransom Carpenig; thence running North 32° E. 10 3/5 poles to a Stone in the Center of the road passing a Stone at the South West Side of the road at 9. poles; Thence with the road South 58° E. 14. poles to a Stone, Near the Railroad; thence parallel with the Railroad S. 33° W. 10. 1/2 poles to a Stone; Thence with Carpenigs North line 58° W. 14 poles to the beginning, Containing one Hundred and fifty Square rods More or less.

Also the following described real Estate

Parcel 2: Situated in the County and State aforesaid, and in the Virginia Military District: Part of Survey No 6312, and bounded and described as follows. Viz: Beginning at a Stake in the Center of the Post Road, 180 poles 32 3/4° W. from the South westerly line of lot containing one-half acre conveyed to Obediah E. Griswold, by James C Miller; Thence with the Westerly line of Said lot N. 32. 3/4° E. 9 8/10 poles to a Stake Northwesterly Corner to Said Corner

to said one-half acre lot; Thence N 58° W. 27. feet to a Stake; Thence S. 32. 3/4°. W. 9. 8/10 poles to a Stake in the Center of the Port Road; Thence with the Center of Said Road S. 58° E. 27 feet to the beginning, containing one-Tenth of an acre More or less.

Parcel 3: Situate in the County and State aforesaid, and in Virginia Military District, and part of Survey No 6312, and bounded and described as follows: Viz: = Beginning at a Stone North, 32 3/4°. E. 60. feet from the N.W. Corner of lot deeded by James C. Miller to N.N. Blake; Thence with the line of the Port Road. S. 58° E. 10. poles to a Stake; Thence N. 32 3/4° E. 8. poles to a Stake; Thence N. 58° W. 10 poles; Thence South 32 3/4° E. 10. poles to the beginning being one-half acre More or less; = To be Sold on the premises.

First described Parcel Appraised at $ 700 00

Second & Third described Parcels Appraised at $ 1000 00

Total $ 1700 00

And that you proceedings in the premises you make known to our Said Court of Common Pleas within Sixty days from the date hereof, and have you then and there this Writ

(Seal) Witness My hand and the Seal of Said Court at Marysville this 11th day of May A.D. 1897:

J.N. Connell Clerk

June 17: 1897: The following Return was made and filed with the Clerk To-wit.

No 7342 Sheriffs Return on Order of Sale

Sheriffs Fees		
Service		25
Mileage	1	76
Copy to Printer		25
Poundage	4	21
Return		25
Total Sheriff	11	72
Printers Fee	24	00

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 Tribune, a news paper printed and of general circulation in Union County Ohio, and on the 16th day of June A.D. 1897: at one O'clock P.M. on Said day on the premise in Said County, I Offered for Sale, at public auction, the lands and tenements described in this writ: = Sold first Described Parcel to Sue E. McElroy for Five Hundred and Sixty Three (563 00 Dollars; = Sold Second and Third Parcels to William Harrod for Six Hundred and Sixty Seven (667 00) Dollars; Said Sums being More than two-Thirds of the appraised Value; and She and he being the highest and best bidders I. them declared the purchasers

J. Ed Robinson Sheriff Union County. Ohio

June 18th 1897: Notice of Sheriff Sale, and Affidavit of Publication filed To-wit-

Sheriffs Sale.. J.M. Kendrick Attorney

No 7342 Notice of Sale and Affidavit of Publication

Harrison R Newcomb
VS
Orlando Newcomb et al

Order of Sale in Partition

Court of Common Pleas Union County O.

By virtue of the above Stated to Me directed from the Court of Common Pleas of Union County Ohio. I will offer for Sale at the premises on Wednesday. June 16th 1897 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 Union. County of Union and State of Ohio. Virginia Military District, and bounded and described as follows. being one hundred and twenty (120) feet off of the east Side of the following described premises: Being part of Survey No 4735. beginning at a Stone Northeast Corner to lot owned by Ransom Tarpening; Thence running North 32° E 10 3/5 poles to a Stone at the Southwest Side of the road at 9 poles; Thence with the road South 58° E. 14 poles to a Stone near the Railroad; Thence parallel with the Railroad S. 33° W. 10 3/4 poles to a Stone; Thence with Tarpenings North line 58° W. 14 poles to the beginning, Containing one hundred and Twenty-Six poles, Clear of the road, the Whole Containing one hundred and fifty Square rods. More or less,

No 7342 Entry confirming Sale

Also the follo
the Virginia
Beginnin
containing
of Said lot N.
feet to a Stake
of Said road S
Parcel 3:
of Survey No
feet from the
the Post Road
South 32 3/4° E
First; describ
Second; and
Terms of Sa
May 12. 1897-

The State of O

Notice was p
Circulation

Sworn
Printers Fees

June 21st

Harrison R
Vs
Orlando

Sheriff of U
Satisfied on
Said proceed
ordered by C
to the purc
to the purch
It is orde
Union Coun
Treasurer
third descr
Secondly.
To. John M.
Thirdly:=
Harrison R.
Orlando New
Orrilla Gat
Orrin New
Orlo New

Also the following described Real Estate; Parcel 2:= Situated in the County and State aforesaid, and in the Virginia Military District, part of Survey No. 6312, and bounded and described as follows:=

Beginning at a Stake in the center of the Post Road 1 8/100 poles S2 3/4° W. from the Southwesterly of lot containing one-half acre. conveyed to Obediah E. Griswold by James B. Miller: Thence with the Westerly line of said lot N. 32 3/4° E. 1 8/10 poles to a Stake Northwesterly corner to said one-half acre. lot; Thence N 58° W. 27 feet to a Stake; Thence S 32 3/4° W 1 8/10 poles to a Stake in the Center of the Post Road; Thence with the Center of Said road S. 58° E. 27 feet to the beginning Containing one-tenth of an acre. More or less.

Parcel 3: Situate in the County and State aforesaid and in Virginia Military District and part of Survey No 6312 and bounded and described as follows: Viz:= Beginning at a Stone North 32 3/4° E. 60 feet from the Northwest Corner of lot deeded by James B. Miller to W.N. Blake; Thence with the line of the Post Road S. 58° E. 10 poles to a Stake; Thence N. 32 3/4° E. 8 poles to a Stake; Thence N. 58° W. 10 poles; Thence South 32 3/4° E. 10 poles to the beginning. being one-half acre, more or less.

First described parcel appraised at. ℔ 700.00

Second and Third described parcels appraised at ℔ ℔ 1000

Terms of Sale - One Third Cash - one-Third in one year, one third in two years

May 12. 1897 - 5 w

J Ed Robinson Sheriff Union County Ohio.

The State of Ohio Union County SS:

The Undersigned being duly Sworn Says that a copy of the annexed Notice was published for 5 Consecutive weeks in the Marysville Tribune; a Newspaper of general Circulation in the County of Union the first publication beginning with May 12th 1897

W J Shearer

Sworn to and Subscribed before Me. this 18th day of June 1897

J N Gorrell Clerk

Printer Fees ℔ 24.00

June 21st 1897: The following Entry Confirming Sale was filed with the Clerk To-wit

No 7342 Entry Confirming Sale

Harrison R. Newcomb
vs
Orlando Newcomb et al

Entry

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 first described premises in the petition herein to the purchaser. Sue E. McElroy, and said Second and third described tracts in said petition to the purchaser. William Howard.

It is ordered that out of the proceeds of said Sale the Sheriff pay:= First To the Treasurer of Union County ℔ 3.27 being the Taxes and penalty due on the first described tract, and to the Treasurer of said Union County ℔ 2.27 being the taxes and penalty due on the Second and third described Tracts.

Secondly. To the Clerk of this Court the Costs of this action including a Counsel fee of ℔ 116.20

To. John M. Brodrick for his Services herein Taxed at ℔ 104.35

Thirdly:= And of the residue of the proceeds of said Sale to the Plaintiff Harrison R. Newcomb 1/10 of the proceeds of the first tract and 1/20 of the proceeds of the 2nd and Third Tracts ℔ 81.50

Orlando Newcomb 1/10 of the Proceeds of the first tract and 1/20 of the proceeds of the 2nd and Third Tracts ℔ 81.50

Orrilla Gates 1/10 of the Proceeds of the first tract and 1/20 of the proceeds of the 2nd and Third Tracts ℔ 81.50

Orrin Newcomb 1/10 of the Proceeds of the first tract and 1/20 of the proceeds of the 2nd and Third Tracts ℔ 81.50

Orlo Newcomb 1/10 of the Proceeds of the first tract and 1/20 of the proceeds of the 2nd and Third Tracts ℔ 81.50

Ozro R. Newcomb.	1/10 of the proceeds of the first Tract and 1/20 of the proceeds of the 2nd and Third Tracts	$ 81.50
Arlo W. Painter	1/10 of the proceeds of the first Tract and 1/20 of the proceeds of the 2nd and Third Tracts	$ 81.50
Nelson C. Newcomb	1/20 of the proceeds of the first Tract and 1/40 of the proceeds of the 2nd and Third Tracts	$ 40.75
Neri Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Wallace E. Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Andrew B. Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Annie V. Freemond	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
George A. Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Gratitude A. Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tract	$ 13.59
Emelina Newcomb Smith	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Frank E. Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Eliza Newcomb McCall	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Charles R. Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Ernest E. Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
George W. Newcomb	1/60 of the proceeds of the first Tract and 1/120 of the proceeds of the 2nd and Third Tracts	$ 13.59
Mabel Flora Thompson	1/100 of the proceeds of the first Tract and 1/200 of the proceeds of the 2nd and Third Tracts	$ 8.14
Lucy Maude Verity	1/100 of the proceeds of the first Tract and 1/200 of the proceeds of the 2nd and Third Tracts	$ 8.14
Edmund M. Sealand	1/100 of the proceeds of the first Tract and 1/200 of the proceeds of the 2nd and Third Tracts	$ 8.14
Frank N Sealand	1/100 of the proceeds of the first Tract and 1/200 of the proceeds of the 2nd and Third Tracts	$ 8.14
Oleana W. Sealand	1/100 of the proceeds of the first Tract and 1/200 of the proceeds of the 2nd and Third Tracts	$ 8.14
William Howard	1/2 of the 2nd and Third Tracts.	$ 303.74

Brodrick Attorney

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of Said Court, of the Term of April, to-wit on the 21st day of June in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore to-wit on the 8th day of June A.D. 1895. Anna E Perry filed in the Clerk's Office of the Said Court of Common Pleas, the following Petition against Edward C. Perry to-wit

No 6924
Petition

Anna E. Perry Plaintiff
against
Edward C Perry Defendants

Union Common Pleas
Petition for Alimony

Plaintiff has a bona fide residence in the County of Union, and on the 22nd day of March A.D. 1890, at New California in Said County She was Married to the defendant Edward C. Perry, and the following named Child was born of Said Marriage to-wit: William a Son, Now Aged four years, and Plaintiff now pregnant with a Child of which the Said defendant is the father,

The defendant for More than three years last past has neglected and willfully failed to provide a proper Support for the Plaintiff and her Said Child, but has left them the greater part of Said time Wholly dependant on the Charity of friends, and Plaintiff's own labor for Support, altho defendant during all Said time has been an able bodied man and a Telegraph Operator, and Capable of earning and Supplying his family with a good and Comfortable living

He has left and abandoned the Plaintiff and their Child on Several occasions, and remained absent from them for Months at a time without leaving or Sending them

any means
On or a
therefor, a
Neglected to
at Marysv
defendant
Whereup
pendancy o
her, and tha
Defendant a

No 6924
Summons

Mr Clerk
Pl
Returnable
June 8th 1895

June 8th 1

The State of
Union Cou

No 6924
Sheriff's Return
on Summons

The State of
Union Co
Sheriffs Fees
Service & Return
Mileage
Copy
Total

June 10th 18

No 6924
Entry

June 19th 1
Anna E
Aga
Edward C. Pe

any Means for their Support.

On or about February 4th 1895. Defendant abandened the Plaintiff without good Cause therefor, and without any Means of Support for herself and Child, and has failed and Wilfully Neglected to provide any Means for their Support from Said date. although living in the Neighborhood at Marysville Said County, and Earning Wages and in good health, and has left them Wholly dependant during Said period Upon the Charity of friends, and her own labor.

Whereupon Plaintiff asks that Alimony for her Suslainmance and Expenses during the pendancy of this Suit, and an allowance for the Support of Said Minor Child, May be granted her, and that on final hearing She May be decreed reasonable Alimony to be paid by the Said Defendant as required and for all proper relief

Anna E. Perry
By J B Cole her Attorney.

No 6924 Mr Clerk

Please Issue Summons and Copy of Petition for defendant in above Entitled Case returnable according to law
June 8th 1895.

J B Cole Attorney for Plaintiff

June 8th 1895: Summons issued and delivered to to the Sheriff of Union County. To-wit-

The State of Ohio
Union County

Summons

To the Sheriff of Union County

No 6924 Summons

You are commanded to Notify Edward E. Perry, that he has been Sued by Anna E. Perry, and a true copy of the Petition is herewith delivered to you to be Served on him, in the Court of Common Pleas of Union County, and Must Answer by the 6th day of July A D. 1895, or the Petition of the Said Plaintiff will be taken as true, and Judgment rendered accordingly.

You will Make due return of this Summons on the 17th day of June A. D. 1895.

Witness My hand, and the Seal of Said Court, this 8th day of June A. D. 1895.

J N Gosnell Clerk
By Jno A Gosnell Deputy

June 10th 1895: Summons returned and filed Endorsed as follows To-wit-

No 6924 Sheriff's Return on Summons

The State of Ohio
Union County

Sheriffs Return

Received this writ June 10th A.D. 1895, at 9 O'clock A M; and Served Same by delivering a true copy of this writ with the indorsements thereon together with a copy of the Petition to the within named Edward E. Perry, personally on the 10th day of June 1895.

Wm G. Snodgrass Sheriff

Sheriffs Fees		
Service & Return		75
Mileage		32
Copy		15
Total	1	22

June 19th 1895: The following Entry was filed with the Clerk of this Court To-wit.

No 6924 Entry

Anna E Perry, Plaintiff.
against
Edward E. Perry, Defendant.

Union Common Pleas
Action for Alimony

On Motion of the Plaintiff herein, by her Attorney, and good

cause being Shown, it is hereby ordered that She be allowed the Sum of $25.00 Twenty five Dollars, for the Support and Maintenance of herself and Minor Child during the Continuance of this action, and that She be allowed the Sum of Forty five Dollars, as and for her expenses in Conducting this action

It is therefore ordered that the said Edward C. Perry Defendant pay to the said Anna E. Perry or her Attorney J B. Cole the Sum of $25.00 Dollars in thirty days from the Entry of this Order, and also the said Sum of $25.00 (Twenty five dollars) in 60 days from the Entry of this Order, and in default of any of Such payments, for three days Execution is allowed to issue thereon

Agnes Attorney for Defendant.

April 10th 1896: The following Motion was filed with the Clerk of this Court To-wit.

No 6924
Motion

Anna E. Perry Plaintiff
vs
Edward C Perry. Defendant

} In Common Pleas
Motion

Now Comes the plaintiff and moves the Court to dismiss the Cross petition of plaintiff in this action, and to order the Same Stricken from the files.

For grounds thereof She Says

I. Defendant has not given Security for Costs required by the rules of this Court.

II. The Defendant willfully refused to Comply with the Order of this Court to pay alimony to the plaintiff. Which Order was Entered, 18th 1895. Affidavits will be used at the hearing of this action

J B Cole Plaintiffs Attorney

April 30th 1897: The following Affidavits was filed with the Clerk of this Court To-wit.

No 6924
Affidavits

Anna E. Perry Plaintiff
against
Edward C. Perry Defendant

} State of Ohio Union County ss:

Personally Appeared Anna E. Perry, who being duly Sworn, Says: The Defendant has willfully refused, and refuses to Comply with the Order of the Court, requiring him to pay temporary alimony in this case: That he has been well and earning good Wages nearly all the time Since this Suit commenced, Earning $20 to $30- per Month and has Contributed Nothing to the Support of this plaintiff or their Children Sence this Suit Began:- On the 13th of March 1896: he Testified in open Court before W M Winget J.P. at Marysville Ohio, that he was and had for Several Months been earning and receiving Wages at $7.00 per Week:- He further Said that he would Not Live with the Plaintiff nor Contribute to her Support.- He further Said that he had a room of a Grass Widow, who used his room to keep her Clothes dishes & Shoes in, and he used her Cookery Stove

Anna E. Perry

Also personally Appeared Nora Barrick: who being duly Sworn Says that She was present and heard Defendant Testify before Esquire Winget, March 18th 1896: that he was for Months had been Earning $7.00 per Month and that he owned Not, but owed Jay and Support Plaintiff, and that he did not intend to pay her any thing or live with her: he further Said he had a room of a Widow who used his room to have her clothes and dishes in, and allowed him to use her kitchen for his Cookery

Nora Barrick

Also personally Appeared John Newlove who being duly Sworn Says that he was present and heard the defendant Testify before Esquire Winget at Marysville Ohio

on March 1
he had a roo
Said that She
her Clothing

The forgoin
and John Ne

September 28

No 6924
Amendment and Supplement to Petition

Anna E. Per
agains
Edward C.

to her petitio
delivered o
Mbarn, a
Nothing Sm
decreed to

April 12th 18

No 6924
Precipe for Summons

Anna E. Pe
v
Edward C. Pe

Sheriff, Un
Returnable

April 12th 18

No 6924
Summons for Divorce

The State of
Union Cou

C. Perry, D
Pleas of Un
a true copy
with grou
Custody of C
term of Said
Jan will

on March 13th 1896. that he was earning $7.00 a week, and living in Columbus Ohio. and also that he had a room of a Widow. and in explaining. about Womens Clothing lying on the floor in his room Said that She had but three rooms, and they used the Kitchen together and he allowed her to keep her Clothing in his room. He further Said that he had been earning 5 to 7 $ per week for a long time.

John Nerolove

The foregoing affidants were Sworn to and Subscribed before me by Anna E. Perry. Nora Barrick and John Nerolove April 27th 1896.

(Seal) P. R. Thompson Notary Publick

September 28th 1897. Amendment and Supplement &c. Petition filed with the Clerk of this Court to-wit

No 6924
Amendment and Supplement to Petition

Anna E. Perry Plaintiff
against
Edward C. Perry Defendant

Amendment & Supplement to Petition

Now comes the Plaintiff and by way of amendment and Supplement to her petition herein by leave of Court Says that Since filing Said petition She has been delivered of another Child by the defendant Viz: the one referred to in her petition as unborn, and is now the of two Children by defendant to whose Support he has contributed Nothing Since this Suit was Commenced. She asks that on final hearing a divorce may be decreed to her. and the Custody of Said Children, With Suitable Alimony for their Support

Anna E. Perry
J. B Cole Plaintiff Attorney

April 12th 1897. The following Praeipe for Summons and copy of Petition was filed To-wit.

No 6924
Praeipe for Summons

Anna E. Perry. Plaintiff.
vs
Edward C. Perry Defendant.

Praeipe

To Clerk:= Issue Summons in the above entitled case to Sheriff. Union Co. O. With copy of Amendment & Supplement to petition. for divorce returnable according to law.

J. B Cole Plaintiffs Attorney

April 12th 1897. The following Summons was issued and delivered to the Sheriff To. wit.

No 6924
Summons for Divorce

The State of Ohio
Union County

Summons in Divorce

To the Sheriff of Union County:

You are Commanded to notify Edward C. Perry. that Anna E. Perry has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio an Amendment and Supplement to her 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 that She be granted 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 26th day of April A.D. 1897;

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 12th day of April A.D. 1897

J. N Gorrell Clerk

6924
Sheriff Return on Summons in Divorce

April 12th 1897: Summons in Divorce returned and filed Endorsed as follows To-wit:

Sheriffs Fees		
Service		40
Copy		15
Mileage		32
Return		25
Total	1	12

Received: 11 o'clock A.M: on the 12th day of April A.D. 1897: and on the 12th day of April A.D. 1897: I Served the Same by delivering a true and certified copy thereof: Together with a copy of the Petition to the Within Named Edward C. Perry Personally

J Ed Robinson Sheriff
By Allen Hairs Deputy

May 4th 1897 The following Entry was filed with the Clerk of this Court to-wit.

No 6924
Entry

Anna E. Perry Plaintiff
VS
Edward C. Perry Defendant

Court of Common Pleas Union County Ohio
Entry

This day this cause came on to be heard, and by leave of the Court first obtained and had the defendant withdraw his answer and cross petition in the above action from the files

Ayres & Ayres attorneys for Defendant.

June 21st 1897: The following Entry of Decree for divorce and Alimony filed with the Clerk to-wit

Anna E. Perry
VS
Edward C Perry

Decree of Divorce and Alimony

Now Come the Plaintiff, and the defendant having been duly Served with Summons and Copy of the original, and amended Petition, and having withdrawn his answer to the original Petition, and failed to answer, or demurrer to the Petition as amended. the Court find him in default for answer or demurrer to Said Petition, and amended 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 and Amended Petition, had been a resident of the State of Ohio for one year next proceeding 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 provide for Plaintiff and their Children, and abandonment of their family:= 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 Anna E. Perry, and Edward C Perry 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 and Education of the Said Children of the parties hereto be until further orders confided to the Said Anna E. Perry, exclusively= and the Said Edward C Perry is hereby Enjoined from interfering in any Manner with either of Said Children, or with the Said Anna C. Perry in her Custody of them But it is hereby that Said Edward C. Perry have the priviledge of visiting Said Children two each week on Tuesdays, and Fridays between the hours of 3 & 5. o'clock P.M: and any Violation of Said priviledge by Either party may be reported to this Court:= It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in Money the Sum of Fifty Dollars within 30 days from the Entry hereof and the further Sum of $50.00 each and every year thereafter until $500.00 in all Shall have been paid:= and in default of any Such payment for three days Execution is allowed to issue therefor

It is further Considered by the Court that the Said defendant pay the Costs of this proceeding and Execution is awarded

Attest J. N Garnell

No 7160
Petition

Pleas co
in the Tenth
John A. Pe
year of Our
Be it
filed in the
Lycurgus

Lee Lawren
of the Estate of
V
Lycurgus R.

the estate of
County Ohio
as Such Adm

Second
and 54/100 Dollar
following a
No
April 1st 18
fifty Dollar

No
One year a
Dollars. Vali

Two years
Seven Dollar

Note No
Second Cau

the defendan
following p
following p
Situated
Two Hundre
: The Sai
Said Lycur
herewith, Note
after due, A
Note No 3 $
within 30 d
Rents to pay
Taxes within
of those that
Mortgage Co
On the

Pleas continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said court of the Term of September. To-wit; on the 15th day of September in the year of Our Lord. One Thousand Eight Hundred and Ninety Seven

Be it Remembered that heretofore To-wit, on the 30th day of July A.D. 1896; Lee Lawrence filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Lycurgus Ross. To-wit

No 7160
Petition

Lee Lawrence administrator of the Estate of David Lawrence
VS
Lycurgus Ross; Defendant

In Court of Common Pleas: State of Ohio County of Union ss

Petition

First:= On the 14th day of June 1893 Letters of Administration on the estate of David Lawrence heretofore deceased: intestate were by the Probate Court of Delaware County Ohio duly issued to the plaintiff. Who thereupon duly qualified and Entered on his duties as Such Administrator

Second:= Defendant is indebted to plaintiff in the Sum of five hundred and fifty Seven and 54/100 Dollars. with interest from 20th day of May 1896, on three promissory Notes, of which the following are Copies with all Credits and indorsements.

Note No One 240^{00} Richwood O. January 25th 1896:

April 1st 1896: after date I. promise to pay to the order of Lee Lawrence. order. Two Hundred and fifty Dollars: Value received with interest at 6 per cent after due

(Signed) Lycurgus Ross.

No Two.= Richwood O January 23rd 1896.

One year after date I promise to pay to the order of Lee Lawrence: order: One Hundred and Nineteen Dollars. Value received. with interest at 6. per cent and 6. percent after due.

(Signed) Lycurgus Ross.

Note No Three = 177^{00} Richwood O. January 23rd 1896

Two years after date I. promise to pay to the Order of Lee Lawrence. One Hundred and Seventy Seven Dollars Value received. with interest at 6. per Cent. 8 per Cent after due.

(Signed) Lycurgus Ross.

Note No one has a payment of 10^{00} made on January 23rd 1896.

Second Cause of action

At the time of delivering Said Notes, and to Secure the payment of the Same. the defendant duly executed, and delivered to plaintiff his Mortgage deed, conveying the following premises:= The Said Notes, and Mortgage were given for the purchase Money of the Said following premises:= The Plaintiff has a Vendors Lien in Said premises

Situated in the County of Union: State of Ohio, and Village of Richwood and, Being. Lot No Two Hundred and fifty two in H & Marriotts First Addition to the Said Village of Richwood O.

: The Said Mortgage was Conditioned as. followes. to-wit:= Provided, Nevertheless, that the Said. Lycurgus Ross pay or cause to be promptly paid his Certain promissory Note of even date herewith, Note No One 240^{00} due April 1st 1896. Executed to Lee Lawrence Admr. 8 per Cent interest after due, Also No Two 119^{00} due one year after date with 6% interest and 6% interest after due Note No 3 177^{00} due 2 years after date with 6% interest- 8 per cent after due, and pay all taxes within 30 days from the date hereof or when properly due. Upon the failure of the Said Lycurgus Ross to pay either of the above Said Notes for 30 days after due, or to pay any of the assessments or taxes within 15 days from time they are due or within 20 days from the date this instrument of those that are due then the Said Notes Shall become due at once, and foreclosure on this Mortgage Can be had against me and the Said property.

On the 25th day of February. 11:30 O'clock A M, Said Mortgage was duly left for record

at the Recorders office of Union County Ohio, and also duly recorded in Book No 85, pages 471 and 472 of his records.

Plaintiff therefore asks judgment against defendant in said sum of five Hundred, and fifty seven $\frac{26}{100}$ Dollars and interest at 8 per cent from the 20th day of May 1896, and asks for a foreclosure of said Mortgage and of said Vendors Lien, and the proceeds applied to the payment of said judgment

H. V. Spicer Attorney for Plaintiff

State of Ohio County of Union ss

Lee Lawrence being duly sworn says that the foregoing allegations and statements are true as he verily believes

Lee Lawrence

Sworn to and Subscribed before me this the 21st day of May 1896.

H. S. Stiles Notary Public

No 7160 Precipe for Summons

To the Clerk

Issue Summons in the foregoing case to the Sheriff of Union County Ohio for the defendant, and Endorse thereon; action on note and foreclosure returnable according to law.

H. V. Spicer Attorney for Plaintiff

July 30th 1896; Summons issued and delivered to the Sheriff of Union County Ohio to-wit.

No 7160 Summons

The State of Ohio Union County;

To the Sheriff of Union County;

You are hereby Commanded to notify Lycurgus Ross that he has been sued by Lee Lawrence Administrator of the Estate of David Lawrence in the Court of Common Pleas of Union County, and Must answer by the 29th day of August A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly

You will make due return of this Summons on the 10th day of August A.D. 1896

Witness my hand and the Seal of said Court this 30th day of July A.D. 1896.

(Seal)

J. M. Gazzell Clerk

August 3rd 1896; The following return was made by the Sheriff on above Summons To-wit.

No 7160 Sheriffs return on Summons

The State of Ohio Union County

Sheriffs Return

Sheriffs Fees		
Service & Return		50
Mileage	2	72
Copy		15
Total	$3	37

Received this writ July 30th A.D. 1896; at 10. O'clock A.M; and Served Same by handing a true Copy of this writ with the indorsments thereon to Lycurgus Ross personaley on the 31st day of July 1896;

Wm G. Snodgrass Sheriff.

September 15th 1896. The following Entry of decree was filed with the Clerk of this Court to-wit.

No 7160 Entry

Lee Lawrence Admr. Plaintiff

vs

Lycurgus Ross Defendant

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

Entry

Here comes the plaintiff by his attorney, and the defendant being in default for answer and demurer the Court find that the allegations of the petition are confessed by him to be true,

The Corr… day of this Ca… purchase Mo… Situated … Number Tw… Ohio, and b… best Lien on… and Satisfa… It is C… his behalf … or his Attor… Clerk of this … and an orde… proceeds of Sa…

September 30…

No 7160 Precipe for Order of Sale

Lee Lawren… Lycurgus …

Ohio for Or…

October 2nd …

The State of … Union Co…

holden at … 1896. Lee La… Decree again… and Ten 71/100 … ordered, adj… September … Eight 71/100 Dol… to pay the S… to proceed, … Real estate … fully expir… have not …

We there… Sale accordi… and tenem… Lot No 252 …

We ther… into execut… Estate, mak… Sale in Satis… and that …

The Court also find that there is due from this defendant to Said plaintiff with interest to the first day of this term, the Sum of Five Hundred and Sixty Eight 71/100 Dollars, being the balance of Unpaid purchase Money Upon the premises described in the petition to-wit.

Situated in the County of Union, State of Ohio, and Village of Richwood, and; Being all of Lot Number Two Hundred and fifty Two, in H.S. Marriotts first addition to the Said Village of Richwood Ohio, and that Said plaintiff has a Vendors lien thereon for the Same, 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

It is Therefore ordered adjudged, and decreed that Unless Said Lycurgus Ross or Some one in his behalf Shall within five days from the entry of this decree pay to the Said Lee Laurence, Admr. or his Attorney the Said Sum of $568 71/100, with interest from the first day of this term, and to the Clerk of this Court the Costs of these proceedings, Said premise Shall be Sold as Upon Execution, and an order Shall issue therefor to the Sheriff of Union County, and that Said Sheriff bring the proceeds of Said Sale into Court per further order

September 30th 1896: The following Precipe was filed with the Clerk for Order of Sale to-wit.

No 7160
Precipe for Order of Sale

Lee Laurence Admr. Plaintiff
vs
Lycurgus Ross Defendant

Court of Common Pleas Union County Ohio:
Marysville, September 30th 1896:

Issue Order of Sale in the above case to the Sheriff of Union Co Ohio for Order of Sale of the Real Estate described in petition and Entry returnable according to law
H.V. Spicer Attorney for Plaintiff

October 2nd 1896: The following Order of Sale was issued and delivered to the Sheriff to-wit.

The State of Ohio
Union County

Order of Sale

To the Sheriff of Said County Greeting:= Whereas at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union on the 15th day of September 1896, Lee Laurence Administrator of the Estate of David Laurence, Obtained a Judgment and Decree against Lycurgus Ross for the Sum of Five Hundred and Sixty Eight 71/100 ($568 71) Dollars and Ten 71/100 ($10 71) Dollars, Costs of Suit;= And Whereas it was then and there, by Said Court ordered, Adjudged and decreed, that the Said Lycurgus Ross within 5 days from the 15th day of September A.D. 1896 pay unto the Said Lee Laurence Admr. the Said Sum of Five Hundred Sixty Eight 71/100 Dollars with interest from the 7th day of September 1896, and Costs aforesaid; and on 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 5 days aforesaid have fully expired, and the Said Sum of Five Hundred Sixty Eight 71/100 Dollars, and Costs aforesaid have not been paid, or any part thereof, as Appears to us of Record.

We therefore Command you, that you proceed, without delay, to Appraise, Advertise and Sell according to the Statute regulating Judgments and Executions at Law the following lands and tenements Situate in Union County Ohio, To-wit;= Village of Richwood, and being Lot No 252 in Marriotts first Addition to the Said Village of Richwood Ohio,

We therefore Command you, That you proceed to Carry Said Order, Judgment, and decree into execution agreeably to the Laws 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

Pleas Cor

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 (Seal) the Seal of Said Court, at Marysville this 2nd day of October A.D. 1896.

J.N Gossett Clerk

By Jno A. Gossett Deputy

December 26th 1896. The following Return was made on the above Order of Sale by the Sheriff To-wit.

No 7160
Sheriff Return on Order of Sale

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 5th day of October 1896, Summons E R Cameron, M. E. Stamatis and C H. Jacobs, three disinterested free holders, residents of Said County, who were by me duly Sworn to impartially appraise the Lands and Tenements therein described, upon actual View, and afterward on the 5th day of October A.D. 1896. Said Appraisors 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 $500.00 Dollars. A Certified Copy of Said Appraisal I forthwith deposited in the Office of the Clerk of Common Pleas of Said County. And on the 7th day of October 1896. 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 7th day of November A.D. 1896, 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. 5 Consecutive Weeks; and in pursuance to Said Notice. This Writ returned without Sale by order of Plaintiffs Attorney

Sheriff Fees		
Service		25
Levy		25
Sum Appraisers	1	20
Swearing Appraisers		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Mileage	2	72
Poundage	7	50
Return		25
Total Sheriff	13	17
Appraisers Fees	3	00
Printers Fees	9	00

Wm Snodgrass Sheriff

November 14th 1896 Notice of Sheriff Sale and Affidavit of Publication filed to-wit.

D Lawrence Adm et al
vs
Lycurgus Ross

Sheriffs Sale

on order of Sale

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 for Sale at the North door of the Court House in Marysville Ohio on Saturday November 7th 1896; 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 Claibourne County of Union and State of Ohio, and Bounded and described as follows:= In the Village of Richwood and being Lot No 252 in Marsh's First Addition to the Said Village of Richwood, Ohio.

Appraised at $500.00 = Terms of Sale Cash

Wm G Snodgrass Sheriff Union Co Ohio

H V Spicer Attorney

Proof of Publication

State of Ohio Union County ss

I Geo. W. Worden publisher of the Richwood Gazette being duly Sworn say that the Notice hereto attached was published in the Gazette on the 8th day of Oct 1896, and Continued therein 5 consecutive times during all of which time Said Newspaper was printed and in General Circulation in Said County

Geo W. Worden

Sworn to and Subscribed before me this 12th day of Nov 1896

Printers Fee $9.00

J F Millar Notary Public

Pleas com

mon Pleas 2nd
D. 1896;
k

ff Do- writ.

hereto annexed
Cameron, M. E.
holders, residents
partially appraise
actual view, and
Appraisors retu-
ey did upon
in the real Estate
ied Copy of Said
Clerk of Comm-
tober 1896. I
newspaper printed
nion County)
ice, at the door
November A.D.
and Tenements
and in pursuance

Sheriff

t Court of
Court House
& P.M. on Said
County of Union
wood and being

in Co Ohio

Gazette being
8th day of Oct
newspaper was

Public

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, bef the Honorable Duncan Dow Judge of Said Court, of the Term of April, to wit, on the 19th day of April in the year of Our Lord One Thousand Eight Hundred and Ninety Seven

Be it Remembered that heretofore To-wit, on the 10th day of March A.D. 1897 Clara Wagner filed in the Clerks Office of the Said Court of Common Pleas the following Petition against James J. Wagner To-wit

Clara B. Wagner Plaintiff
vs
James J Wagner Defendant

Union County Ohio Court of Common Pleas
Petition

No 7828
Petition

Plaintiff Says 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

That on the 20th day of April A.D. 1886 She was Married to the defendant at Urbana Ohio Whom She prays May be Made a party hereto,

That She allways Conducted herself as a faithfull and obedient wife, yet the defendant disregarding his duties as a husband became reckless and Criminal, Committed Burglary, and was Sent to the Penitentiary for one year, and She has never lived with the defendant Since, that being about Eight years ago, and he has Never furnished her any of the Necessaries of life Since

Said defendant has Never furnished her any Support, or offered her any Support Since his discharge from Said Prison, and has been grossly negligent during all of this time, and Wilfully absent for more than three years

They had born to them one Child Carrie Wagner Now about Eight years old She therefore prays that upon the final hearing of this Case She be granted a Complete Divorce from the defendant, and that She have the Custody, Care, Control and Education of their Said Child, and for all proper relief in the premises

Clara B. Wagner
By J. M Kenedy her Attorney

Clara B. Wagner Plaintiff
vs
James J. Wagner Defendant

Union County Ohio Court of Common Pleas
Affidavit for Publication

No 7828
Affidavit for Publication

The State of Ohio Union County ss:

Clara B. Wagner being duly Sworn says the place of residence and Post Office Adress of the defendant is Unknown to the Plaintiff, that She is Unable to learn of his whereabouts, Can not be found by the Plaintiff by reasonable diligence, as She is wholly at a loss to know where to look for him, and that Service of Summons Can not be Served on him in the State of Ohio, and this is one of the Cases provided for by the Statutes of Ohio

Clara B Wagner.

Sworn to and Subscribed by the Said Clara B. Wagner before me this 27th day of February A.D. 1897

J. Chas. Kennedy Notary Public in and for Union Co. Ohio

No 7828
Legal Notice

April 19th 1897. The following Legal Notice and Affidavit of Publication was filed

Legal Notice

James J Wagner whose place of residence is Unknown to the Plaintiff will take Notice that Clara Wagner did on the 10th day of March A.D. 1897, file her Petition in Union County Court of Common Pleas No 7828 Charging the defendant with gross neglect of duty and Wilfull

Absence for
Said Petition
March 10th 18
the State
No 7828
Proof of Publication
of the Unio
a Newspa
with Marc
Swo
Pointes Re
April 19th
Clara. B.
vs
James J. Wag
of the plai
fully a
1st Tha
2nd " Tha
than three
3rd " Tha
Tribune a
4th " Tha
It is Ord
be grante
and that
Carrie W
Attest J

Absence for More than three years, and asking for divorce and Custody of Their Minor Child
Said Petition will be for hearing on and after Six weeks from the Date of first Publication
Clara B. Wagner
March 10th 1897. 6w pd. By J.M. Kennedy Her Attorney.

The State of Ohio Union County ss:

No 7828 The Undersigned, being duly Sworn Says that a Copy
Proof of of the Annexed Notice was published for Six Consecutive weeks in The Marysville Tribune
Publication a Newspaper of general Circulation in the County of Union, the first publication beginning
with March 10th 1897 Sheare & Sheare Per A. Wheeler

Sworn to and Subscribed before Me, This 19th day of April 1897
Printers Fees $8.00 J.N. Gosnell Clerk

April 19th 1897. The following Entry was filed with the Clerk To-wit

Clara B. Wagner
V S
James J. Wagner

Entry

This day this cause came on for hearing upon the petition and Exhibits of the plaintiff, and the defendant being in default for answer, and the Court being fully advised in the premises do find for the plaintiff

1st That Said parties were Married as alleged in Said petition,

2nd That Said Plaintiff is a resident of Union County, and the State of Ohio for More than three years past

3rd That Said party defendant was duly Notified by publication in the Marysville Tribune a paper of General Circulation in Said County of Union,

4th That Said defendant had been grossly Negligent as Charged in Said petition

It is Therefore ordered, Adjudged, and decreed by the Court that a Complete divorce be granted the plaintiff, that Each party be released from the obligations thereof, and that the plaintiff have the Custody, Care, and Control of their Minor Child Carrie Wagner, and that She Recover her Costs herein Taxed at $7.45

Attest - J.N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of April, To-wit on the 15th day of February in the year of our Lord One thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore, To-wit, on the 8th day of January A.D. 1897 William Jolliff Executor of the Last Will and Testament of Peter Jolliff Deceased, et.al filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against George W. Jolliff, et al, To-wit.

No 7281 Petition

William Jolliff Executor of the Last Will and Testament of Peter Jolliff deceased, John Markill and Andrew Jolliff: Plaintiffs

Against

George W. Jolliff, Isabelle Jolliff his wife John M. Horn and Findlay Hamers & Co. Defendants

In the Court of Common Pleas of Union County, Ohio

Petition

The Plaintiff Says that Said William Jolliff is the duly appointed and qualified Executor of the Last Will and Testament of Peter Jolliff deceased: That on the 25th day of July 1896 the Said Defendants George W Jolliff and Isabelle Jolliff his wife Executed and delivered to Said Peter Jolliff, John Markill, and Andrew Jolliff their Certain Mortgage deed, and thereby Conveyed to Said Plaintiffs the Undivided One half of the following Premises: Viz:

Situated in the Township of Claiborne, County of Union, and State of Ohio, Being Six and one fenth (6⅙) acres lying west of Beems Addition to Richwood, Bounded on the North by lands heretofore Sold to John and E. Horn, On the East by the Corporation of Richwood line, On the South by lands of Frank Mariott, and on the West by lands of J. D. Graham

Also the following described Parcel of land in the Town of Richwood, County of Union and State of Ohio: Bounded, and described as follows: Commencing at the N.Y. P. & O.R.R. lands running West in a Straight line with the Wood Shed of the Saw Mill Building to the West line of the three Cornered Piece where Said Saw Mill Stands, and thence running in a parallel line with the South line of O. Beems Grove to the West line of the Two (2) acres Purchased of A.P. Beem by Beem and Biddle; Thence South on line of lands bought of P.P. Beem, to the N.Y. P. & O.R.R. lands; Thence North on West line of Said N.Y. P. & O. R.R. lands to the place of beginning, Containing Two (2) acres more or less (Known as the Horn Tile Mill grounds) Excepting one & one half (1½) acres heretofore Sold and conveyed off the North Side first-Mentioned tract of land. Said one and one-half acres of land is bounded on the North by lands owned by M. J. Shideler, and on the West by lands owned by J. D. Graham, and on the East by lands formerly owned by Loinda Horn, and on the South by lands of the grantor to J. M. Horn. Also one half interest in the Building Kilns, and all Machinery used in the Manufacture of Tile, and Appurtenances belonging thereto Situated on Said lands.

The condition contained in Said Mortgage was in Substance, that Said Peter Jolliff was Surety for Said George W. Jolliff on a certain promissory Note to the Peoples Bank of Marysville, Ohio dated March 28th 1896, due Six Months after date and calling for One Hundred Dollars, Also Said, Peter Jolliff was Surety for Said George W. Jolliff on a certain promissory Note to the Union Banking Co. of Marysville, Ohio dated June 1896, due

No 7281 Waiver of Service

No 7281 Receipt for Summons

January 8

We the

Enter our

January

Harmers &

Nenety days after date and calling for One Hundred and Fifty Dollars, Also Said Peter Jolliff and John Maskill was Sureties for Said George W. Jolliff on a Certain promissory Note to William Ferguson for Two Hundred Dollars, dated March 28th/10 1896, due in one year with Eight per Cent interest from date. And also Said Peter Jolliff, John Maskill, and Andrew Jolliff were Sureties on a Certain promissory Note to O.b Storms dated March 28th 1896, due in Six Months from date and calling for the Sum of One Hundred and Sixty Three Dollars, with Eight per Cent interest from date, and that if Said George W. Jolliff Should well and truly pay Each of Said Notes when due, and thereby Save the Said Peter Jolliff, John Maskill and Andrew Jolliff harmless as Sureties on the Said Notes above described, and Signed by them respectively as Sureties then Said Mortgage to be Void.

On the 27th day of July 1896, at 10 52 O'clock A M, Said Mortgage was filed for record with the Recorder of Said Union County Ohio, and was by him duly recorded in Volume 38, Page 460 of the Records of Mortgages of Said Union County Ohio

The Said Notes to the Peoples Bank and the Union Banking Company are long past due, and no part thereof has been paid Except One Hundred Dollars paid Said the Union Banking Company by Said Plaintiff William Jolliff. Said George W. Jolliff has no other property liable to be taken in Execution to Satisfy any of Said Debts, Except that Contained in Said Mortgage and herein described.

Said Mortgage has become Absolute. There is due and remaining unpaid upon Said indebtedness, Two Hundred and Fifty Dollars with Eight per Cent interest On one Hundred and Fifty Dollars from September 29th 1896, and Eight per Cent interest on One Hundred Dollars from September 28th 1896: there will also be due on March 28th 1897: the further Sum of Three Hundred and Sixty Three Dollars with Eight per Cent interest from March 28th 1896, for all of which indebtedness Said Plaintiffs are liable as Sureties, Said Defendant John M Horn owns the other undivided ½ of Said premises, Said Defendant Findley Harness & Co, Claimes a Judgment lien on Said premises. Plaintiff therefore Prays that Said Mortgage May be foreclosed, Said premises ordered to be Sold and the proceeds thereof, or So Much as may be Necessary applied to the payment of Said indebtedness, and Sufficient retained in Court to Meet the indebtedness Not due, and for all proper relief in the premises.

John M. Brodrick Attorney for Plaintiffs

The State of Ohio County of Union ss }

William Jolliff one of the Plaintiffs being duly Sworn Makes Oath that the facts Stated in the foregoing Petition are as affiant believes true

William Jolliff

Sworn to by Said William Jolliff before Me and Signed by him in my presence this 8th day of January 1897.

(Seal)

J N Gomell Clerk of Court

No 7281 Waiver of Service

January 8th The following Waiver of Service was filed with the Clerk of Courts to-wit

We the Undersigned Defendants hereby waive the issuing and Service of Summons, and Enter our Appearance herein this 8th day of January A D. 1897

George W. Jolliff

Isabelle Jolliff

No 7281 Precipe for Summons

January 8th 1897. The following Precipe was filed with the Clerk of Courts to-wit,

Issue Summons to the Sheriff of Hancock County, Ohio for Defendant Findley Harness & Co to be returnable according to law: Indorse Foreclosure of Mortgage and Equitable relief

John M Brodrick Attorney for Plaintiffs

January 8th 1897: The following Summons was issued to the Sheriff of Hancock County. To-wit

No 7281
Summons

Summons:

The State of Ohio Union County }

To the Sheriff of Hancock County.

You are hereby commanded to Notify The Findlay Hamess & Le Co, that they have been Sued by William Jolliff Executor &c in the Court of Common Pleas of Union County and Must answer by the 6th day of Feb A.D. 1897, or the Petition of the said Plaintiff 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. 1897

Witness my hand and the Seal of Said Court, this 8th day of January A.D. 1897.

(Seal)

J N Garnell Clerk

January 11th 1897: The Sheriff of Hancock County Made the following return on Summons To-wit

No 7281
Sheriffs Return on Summons

The State of Ohio }
Union County }

Sheriffs Return

Sheriffs Fees		
Service & Return		50
Docketing		25
Mileage		16
Copy		25
Postage		02
Total	1	18

Received this writ January 9th A.D 1897, and I on the 9th day of January 1896: Notified the within Named The Findlay Hamess and Le Co. By delivering personally a true and certified copy thereof with all the endorsments thereon to E. J. Shultz who is General Manager, and one of the Members of the firm of the Findlay Hamess & Le Co.

E. E. Ewing Sheriff of Hancock County Ohio
By J. K. Morford Deputy.

February 15th The following Answer and Cross Petition of Horn & Co was filed with the Clerk To-wit

No 7281
Answer and Cross Petition of Horn & Co

William Jolliff, as Executor &c et al Co., Plaintiff
vs
George W. Jolliff, et al. Defendants

In Court of Common Pleas
Union County Ohio.
Answer and Cross-Petition

Now Comes Horn & Co. and after having first duly obtained leave of Court to be Made parties, and to plead herein. Say

That they are a partnership formed for the purpose of carrying on business in the State of Ohio.

They further Say that on or about the 30th day of November 1896. The Findlay Hamess and Leather Company, by the Consideration of the Court of Common Pleas of Hancock, Ohio, Recovered a Judgment against the defendant, George W. Jolliff, and one Perry A. Jolliff for the Sum of One Hundred and fifty Dollars and twenty cents ($150 20), with Eight per cent interest per annum thereon from that date, together with costs thereon amounting to $5 60; that an Execution was immediatly Issued upon Said Judgment to the Sheriff of Union County, and was by him on the 8th day of December, 1896. duly levied upon the premises herein, to which premises, Said George W. Jolliff then held the legal title, and Record thereof was duly Made by Said officer in his foreign Execution Docket, Numbered 4, at page 10; and the increased cost on account of Said Execution and the Said levy thereof amounting to $6 35.

Said Judgment has been for a Valuable Consideration duly assigned by the Said, The Findlay Hamess and Leather Company, to Said Horn and Co, and is wholly

No 7281
Entry

Feb 15th 189

William Jo

George W. J

their Attor

Said Georg

petition, th

Plaintiffs

considerat

defendant

the Sum

liens upon

It is th

the said de

and sixty

And it is

and Isabe

the said Le

fund due

Clerk of C

this Comm

be Appraise

first in p

and the re

March 24 9

No 7281
Receipt for Order of Sale

William J

George W J

of Union Co

Unpaid, and is a Valid and Subsisting lien Upon Said premises described in the petition herein next in priority after the Mortgage therein Set forth, and there is not the amount due and to come due on Said Mortgage that plaintiff allege

Wherefore Said Horn & Co. pray that Said premises may be Sold, and that the amount of their Said Judgment lien thereon be ordered paid out of the proceeds thereof next after the amount of Said Mortgage in the Petition Set forth, and for all proper and Equitable relief.

J. F. Millar Attorney for Horn & Co

State of Ohio, County of Union SS }

L. P. Albright being first duly Sworn, Says that he is a Member of the Said partnership known as Horn & Co, and that the facts Stated, and Allegations Made in their foregoing pleading are, as he verily believes, true

L. P. Albright

(Seal) Subscribed in My presence and Sworn to before Me this 11th day of February, 1897.

S. D. Evans. Notary Public.

Feb 15th 1897; The following Entry was filed with the Clerk of the Court To-wit

January Term 1897

No 7281 Entry

William Jolliff Exr &c Plaintiffs
vs
George W. Jolliff et al Defendants

Journal Entry
Petition on Note and Mortgage

And now comes the Said Plaintiffs by John M. Brodrick their Attorney, and thereupon this Cause came on to be heard upon the petition, and the Said George W. Jolliff and Isabella Jolliff. Still failing to demur or answer to the Said petition, the Said petition is taken to be true;- It is therefore considered that the Plaintiffs ought to recover the amount due him by reason of the premises:- On consideration whereof the Court find that there is due to the plaintiffs from the Said defendant George W. Jolliff on the Mortgage, in the petition Mentioned, and Set forth, the Sum of Six Hundred and Forty Three Dollars and Sixty Cents, and that it is a lien Upon Said premises

It is therefor considered by the Said Court here, that the Said plaintiff recover of the Said defendant George W. Jolliff the Said Sum of Six Hundred and Forty Three Dollars and Sixty Cents, the Sum found due as aforesaid, and also their Costs taxed at $8

and it is further ordered and adjudged, that in case the Said defendants George W. Jolliff and Isabella Jolliff his wife fail for three days from this date, to pay to the Said plaintiffs the Said Sum of Six Hundred and Forty three Dollars and Sixty Cents So as aforesaid found due with Eight per Cent interest thereon from January 4th 1897, and to the Clerk of this Court the Said Costs aforesaid, that an Order of Sale issue to the Sheriff of this County directing him to cause the premises described in the Petition herein, to be appraised, Advertised and Sold, according to law, and apply the proceeds of the Sale,

first in payment of Cost;- Second in payment of the Judgment So as aforesaid rendered; and the Residue, if any, be bring into Court, to abide the further order of Said Court.

Brodrick for Plaintiff.

March 4th 1897; The following Precipe for Order of Sale was filed with the Clerk To-wit

Court of Common Pleas
Union County Ohio
Marysville March 4th 1897

No 7281 Precipe for Order of Sale

William Jolliff Executor et al Pltfs
vs
George W Jolliff et al Defendants

To the Clerk of Said Court

Issue order of Sale in the above case to Sheriff of Union County Ohio returnable according to law;- John M. Brodrick Atty for Plaintiff

March 4th 1897, Order of Sale issued and delivered to Sheriff of Union County To-wit

No 7281
Order of Sale

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

Order of Sale

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in Said County of Union on the 15th day of February 1897, William Jolliff Executor of the last Will and Testament of Peter Jolliff, deceased, John Maskill and Andrew Jolliff, obtained a Judgment and decree against George W. Jolliff Isabella Jolliff his wife John M. Horn, and Finlay Hommes & Co, Co for the Sum of Six Hundred Forty Three and 60/100 Dollars, and Eleven & 90/100 Dollars, cost of Suit: = And Whereas, it was then and there by Said Court Ordered, adjudged, and decreed, that the Said George W. Jolliff within three days from the 15th day of February A.D. 1897, pay unto the Said William Jolliff Executor the Said Sum of Six Hundred Forty three 60/100 Dollars with interest from the 4th day of January 1897, and costs aforesaid; and, on 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 three days aforesaid have fully expired, and the Said Sum of Six Hundred Forty Three 60/100 Dollars, and costs aforesaid have not been paid, or any part thereof, as appears to us of record: = We therefore Command you, that you proceed without delay, to Appraise, Advertise and Sell according to the Statute regulating Judgments and Executions at law the Undivided one half of the following lands and tenements Situate in Union County, Ohio, To-wit: = Claibourne Township; Being Six and one-fourth (6¼) acres lying West of Beems Addition to Richwood; Bounded on the North by lands heretofore Sold to John and E. Horn; On the East by the Corporation of Richwood line; on the South by lands of Frank Marriatt, and on the west by lands of J.D. Graham;

Also the following described parcel of land in the Town of Richwood, County of Union and State of Ohio; - Bounded and described as follows; - Beginning at the N.Y.P. & O.R.R. lands, running West in a Straight line with the Wood Shed of the Saw Mill Building to the West line of the three Cornered piece where Said Saw-Mill Stands, and thence running in a parallel line with the South line of O. Beem's Grove to the West line of the two (2) acres purchased of O.P. Lenox by Beem & Biddle; thence South on line of lands bought of O.P. Lenox, to the N.Y.P. & O.R.R. lands; thence North on West line of Said N.Y.P. & O.R.R. lands to the place of beginning containing two (2) acres More or less (known as the Horn Tile Mill Grounds), Excepting one and one half (1½) acres heretofore Sold, and conveyed off the North Side first Mentioned tract of land; Said one and one half acre of land is bounded on the North by lands owned by M.J. Sheider, and on the West by lands owned by J.D. Graham, and on the East by lands formerly owned by Lorinda Horn, and on the South by lands of the Grantor and J.M. Horne.

Also one-half interest in the buildings, Kilns and all Machinery used in the Manufacture of Tile and Appurtenances belonging thereto, Situated on Said lands.

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 the Sale of the above described Real Estate, under the Statute regulating Sales on Execution, and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree, with Costs and interest as Specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within Sixty days from the date hereof, and bring this Order with you,

Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 4th day of March A.D. 1897

J.N. Gosnell Clerk
By John A. Gosnell Deputy

No 7281
Sheriffs Return on Order of Sale

April 10th 18

The State of
Union Cou

Sheriffs Fees:
Service
Levy
Sum. Appr
Swearing Appr
Writing Appra
Copy of Appris
Notice to Pur
Writing Notic
Mile days
Return
Total Sheriffs
Appraisers Fee
Printers Fees

and Ten
Weeks; and
time and pl
Sale and th
This Writ

April 17th 1897

No 7284
Notice of Sale and Affidavit of Publication

Wm Jolliff
vs
George Jolliff

Common Ple
in Marysv
on Said day

Situated
and describ
Addition to
E. Horn; an
of Frank Ma

Also the
and State of
and this Ra
building to
running
two (2) acre
lands boug
Thence North a

No 7281 Sheriffs Return on Order of Sale

April 10th 1897. The following return on order of Sale was made by the Sheriff. and filed

The State of Ohio
Union County ss

Sheriffs Return

On Obedience to the command of the Order of Sale hereto annexed I did on the 8th day of March 1897. Summons, J. E. Horn & C. C. Beem and George R Gunn, Three disinterested freeholders, residents of said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 8th day of March A.D. 1897 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, I forthwith deposit in the Office of the Clerk of the Court of Common Pleas of said County.- And on the 10th day of March 1897. 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 10th day of April A.D. 1897, 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. 5, Consecutive Weeks; and in pursuance to Said Notice, I did on Said 10th day of April A.D. 1897, at the time and place above Mentioned proceed to offer Said lands and Tenements at public Sale and then and there came No. bidders

This Writ returned for the want of Bidders

Sheriffs Fees		
Service		25
Levy		25
Summ. Appss	1	20
Swearing Appsrs		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileages	2	56
Return		25
Total Sheriffs	5	76
Appraisers Fees	3	00
Printers Fees	21	50

J Ed Robinson Sheriff.

April 17th 1897 The following Notice of Sheriff Sale and Affidavit of Publication was filed To-wit

No 7284 Notice of Sale and Affidavit of Publication

Sheriff Sale
J M Brodrick Attorney

Wm Jolliff Ex rel. et al
vs
George Jolliff 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, Ohio; I will offer for Sale at the North door of the Court House in Marysville, Ohio, on, Saturday, April 10th 1897 at or about the hour of one, o'clock P.M; on Said day the Undivided One half of the following described real Estate To-wit,

Situated in the Township of Claibourne, County of Union and State of Ohio, and bounded and described as follows:- Being Six and one-fourth (6¼) acres lying West of Beems Addition to Richwood, bounded on the North by lands heretofore Sold to John and E. Horn; on the East by the Corporation of Richwood line, on the South by lands of Frank Marriott and on the West by lands of J. D. Graham

Also the following described parcel of land in the Town of Richwood, County of Union and State of Ohio, bounded and described as follows:= Beginning at the New York, Pennsylvania and Ohio Railroad lands, running West in a Straight line with the Woodshed of the Sawmill building to the West line of the three Cornered piece where Said Sawmill Stands; and Thence running in a parallel line with the South line of C. Beems grove to the West line of the two (2) acres purchased of O. P. Lenox by Beem and Biddle; Then a South on line of lands bought of O. P. Lenox to the New York, Pennsylvania and Ohio Railroad lands; Then a North on West line of Said New York, Pennsylvania and Ohio Railroad lands to

the place of beginning. Containing two (2) acres, More or less, (known as the Horn Tile mill grounds). Excepting one and one half (1½) acres heretofore Sold and Conveyed off the North Side first Mentioned tract of land; Said one and one half acres of land is bounded on the North by lands owned by M. J. Sheider, and on the west by lands owned by J D Graham and on the East by lands formerly owned by Lorinda Horn, and on the South by lands of the grantor and J. M. Horn:= Also one-half interest in the buildings, kilns and all Machinery used in the Manufacture of Tile, and Appurtenances belonging thereto Situated on Said lands.

Appraised at $1700 — J Ed Robinson Sheriff Union County Ohio

Terms of Sale Cash — March 10th 1897-5-W

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 10th 1897

W. O Shearer

Sworn to and Subscribed before Me this 17th day of April 1897

Printers Fees $21.50 — J W Gosnell Clerk

No 7281 Precipe for Alias Order of Sale

April 10th 1897: The following Precipe for Alias Order of Sale was filed with the Clerk To wit

William Jolliff Exr et al Plff
vs
George W Jolliff et al Deft

Court of Common Pleas Union County Ohio
Marysville April 10th 1897
To the Clerk of Said Court.

Issue alias order of Sale in the above case returnable according to law

J M Burdick Attorney for Plaintiff

No 7281 Alias Order of Sale

April 10th 1897: Alias Order of Sale returned and filed Endorsed as follows 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 Court of Common Pleas, holden at the Court House Within and for Said County, Upon the 15th day of February 1897, William Jolliff, Executor of the last will and Testament of Peter Jolliff, deceased; John Maskill and Andrew Jolliff Obtained a judgment or decree against George W Jolliff, Isabelle Jolliff his wife, John M Horne and the Findlay Harness and Le. Co. for the Sum of Six Hundred and Forty Three and 60/100 Dollars, and Eleven and 90/100 Dollars costs of Suit;= And Whereas it was then and there by Said Court ordered, adjudged, and decreed that the Said George Jolliff Within three days from the 15th day of February A.D. 1897 pay Unto the Said William Jolliff et al. the Sum of Six Hundred Forty Three and 60/100 Dollars with interest at 8 per cent from the 4th day of January 1897 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 &c. &c. to Sell the Real Estate described in the Plaintiffs Petition etc.

And Whereas; after the three days aforesaid have fully Expired, and costs aforesaid, had not been paid, or any part thereof, as appears to us of record, then, in accordance with Said Order of the Court an order of Sale issued out of this Court on the 4th day of March A.D. 1897 under which the following lands and tenements were appraised, advertised and offered for Sale. To-wit; Claibourne Township; Being Six and one-fourth

(6¼) a
heretofo
the Sou
Also
of Ohio;
West in
three Cor
the South
by Beem
Thence N
(2) acre
heretofore
acre of la
owned b
the South
kilns, a
Situated

We th
the State
described
Seventy
herein.
and Ma

No 7281 Sheriffs Return on Alias order of Sale

May 19
The State
Union
Sheriffs
Notice to
Writing
Mileage
Return
Total
Said 18
lands
This de

No 7281 Sheriff Sale and Proof of Publication

May 15th
William
George
Court

(6¼) acres lying West of Beems Addition to Richwood; Bounded on the North by lands heretofore Sold to John and E. Horn, on the East by the Corporation of Richwood line, on the South by lands of Frank Marriott and on the West by lands of J. D. Graham.

Also the following described parcel of land in the Town of Richwood, County of Union and State of Ohio; Bounded and described as follows:- Beginning at the N. Y. P. & O. R. R. lands, running West in a Straight line with the Woodshed of the Sawmill Building to the West line of the three Cornered piece where said Sawmill Stands;- and thence running in a parallel line with the South line of O. Beems: Grove to the West line of the two (2) acres purchased of O. P. Lewey by Beem & Biddle; Thence South on line of lands bought of O. P. Lewey, To the N. Y. P. & O. R. R lands: Thence North on West line of Said N. Y. P. & O. R. R. lands to the place of beginning. Containing Two (2) acres More or less (known as the Horn Tile Mill Grounds) Excepting one and one half (1½) acres heretofore Sold, and Conveyed off the North Side first Mentioned tract of land. Said one and one half acre of land is Bounded on the North by lands owned by M. J. Shider, and on the West by lands owned by J. D. Graham, and on the East by lands formerly owned by Sorinda Horn, and on the South by lands of the grantor and J. M. Horn:- Also one-half interest in the Buildings, Kilns, and all Machinery used in the Manufacture of Tile, and Appurtenances, belonging thereto, Situated on Said lands: 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 Sales on Judgments and Executions at Law, the Said premises above described, Under the Appraisement had Under the Said former order of Sale, to-wit $1700 ᵒᵒ (Seventeen Hundred Dollars) 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, and Make return of this Order within Sixty days from the date thereof

Witness My hand and Seal of Said Court this 10th day of April A. D. 1897.

(Seal)

J. M. Gosnell Clerk.

No 7281 Sheriffs Return on Alias order of Sale

May 19th 1897; The following return was made on Alias Order of Sale by the Sheriff to-wit

The State of Ohio } ss
Union County }

Sheriffs Return

In Obedience to the Command of the order of Sale hereto annexed, I did on the 15th day of April 1897 cause to be advertised in the Richwood Gazette (a Newspaper printed and published, and of general Circulation in Said County) Said lands and tenements to be Sold at public Sale on the premises of Said County, on the 18th day of May A. D. 1897, at One O. clock P. M. of Said day. And having advertised the Said lands and tenements for more than Thirty days previous to the day of Sale, to-wit five consecutive weeks, and in pursuance to Said Notice I did on Said 18th day of May A. D. 1897, at the time, and place above Mentioned proceed to offer Said lands and tenements at public Sale on the premises, And then and there came no bidders This writ returned for the want of Bidders

Sheriffs Fees		
Notice to printer		25
Writing Notice		25
Mileage	2	54
Return		25
Total	3	31

J. Ed. Robinson Sheriff

No 7281 Sheriff Sale and Proof of Publication

May 15th 1897: Sheriffs Sale and affidavit of Publication filed as follows to-wit

Sheriffs Sale

William Jolliff Ex ect et al
vs
George W Jolliff et al

J. M. Broderick Attorney

On Alias Order of Sale

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 for Sale on the premises

in Richwood, Ohio, on: Tuesday May 18th 1897, at or about the hour of one o'clock P.M. on Said day the Undivided one-half of the following discribed real Estate to-wit

Situated in the Township of Claiborne, County of Union and State of Ohio, and bounded and described as follows: Being Six and one fourth (6¼) acres lying west of Beems Addition to Richwood, bounded on the North by lands heretofore Sold to John and E. Horn; on the East by the Corporation of Richwood line; on the South by lands of Frank Marriott and on the West by lands of J. D. Graham.

Also the following described parcel of land in the Town of Richwood, County of Union and State of Ohio, bounded and described as follows; Beginning at the New York, Pennsylvania and Ohio Railroad lands running west in a Straight line with the Woodshed of the Saw Mill Building to the west line of the three Cornered piece where said Saw Mill Stands, and thence running in a parallel line with the South line of A. Beems Grave to the West line of the two (2) acres purchased of O. P. Lenox by Beem and Bidder; Thence South on line of lands bought of O. P. Lenox to the New York, Pennsylvania and Ohio Railroad lands; Thence North on West line of Said New York Pennsylvania and Ohio Railroad lands to the place of beginning containing two (2) acres more or less (Known as the Horn Tile Mill grounds) Excepting one and one-half (1½) acres heretofore Sold and Conveyed off the North Side first-Mentioned tract of Land; Said one and one-half acres of land is bounded on the North by lands owned by J. M. Scheiderer, and on the West by lands owned by J. D. Graham, and on the East by lands formerly owned by Lorinda Horn, and on the South by lands of the grantor and J. M. Horn:- Also one half interest in the buildings, kilns and all Machinery used in the Manufacture of Tile and appurtenances belonging thereto Situated on Said Lands

Appraised at $1700.00
Terms of Sale Cash April 15-5-11

J. Ed. Robinson Sheriff Union County Ohio

State of Ohio Union County ss }

Proof of Publication

I Geo W. Wordon Publisher of the Richwood Gazette being duly Sworn say that the Notice hereto attached was published in the Gazette on the 15th day of April 1897, and continued therein 5 Consecutive times, during all of which time Said newspaper was printed and in general Circulation in Said County

George W. Wordon.

(Seal) Sworn to and Subscribed before me this 15th day of May 1897

James E. Robinson Notary Public

Printers Fees $2.15
Probate 25 cts

No 7281 Entry

May 19th 1897: The following Entry was filed with the Clerk of Court to-wit.

William Jolliff Executor
vs
Geo W. Jolliff et al

Entry

This cause came on for hearing on the Motion to Set aside the Appraisment and for New Appraisment herein and it appearing to the Court that the real Estate herein ordered to be Sold has been twice advertised and offered for Sale under the present Appraisment, and Still remaines unsold for want of bidders, the Said Appraisment is hereby Set aside and it is ordered that a new one be Made herein: J. H. Millar Atty for Defts John M. Kendrick Atty for Plaintiff: Approved and Clerk will Enter as of May 19th 1897 D. Dow Judge Court of Comm Pleas

No 7281 Precipe for Reappraisment and Sale

No 7281 Re Appraisment and Sale,

May 28
William
Georg
Return

May 29
The State
Union
and for
of Mortg
Testam
and Ge
Defend
discrib
Sale the
And
a re-
We
advert
in the
and o
on the
of Rich
Als
Union
J. P. H
Sawmi
Stands
Grove
Bidde
contain
one, an
tract of
owned
by Jam
and J.
used in
To Sa
the Sum
Dollars,
until p
within

o'clock P.M. on
-writ
and bounded and
d. Beems Addition
d E. Horn; on
Frank Marriott

County of Union
New York, Penn-
with the Wood Shed
where said Saw Mill
O. Beems Grove
, and Biddle;
nnsylvania
2) acres more
-half (½) acres
t of Land;
nds owned by
and on the East
nds of the grantor
s and all
belonging

r County Ohio

n say that the
April 1897, and
Newspaper was

London,
day of May 1897
lee

To-writ.

tion to set
ment herein
es been twice
remaines
t is ordered
Beedrick atty
Judge Court of Comm
Pleas

No 7281
Precipe for
Re Appraisment
and Sale

May 28th 1897. The following Precipe was filed for Re Appraisment and Sale To. writ

William Jolliff Executor Pl'ff
Vs
George W. Jolliff et al Def'ts

Court of Common Pleas Union County Ohio.
Marysville May 28th 1897
To the Clerk of Said Court

Issue order of Sale in the above case
returnable according to law

J. M. Broderick Attorney for Plaintiff.

No 7281
Re-Appraisment
and Sale,

May 29th 1897 The following Order of Re-Appraisment and Sale was issued by the Clerk To-wit

The State of Ohio
Union County ss

Order of Re-Appraisment and Sale.

To the Sheriff of Said County, Greeting;

Whereas. In pursuant of an order of Our Court of Common Pleas, within and for Said County at the January Term thereof A.D. 1897, in a certain action of Foreclosure of Mortgage and Equitable Relief Wherein William Jolliff Executor of the last Will and Testament of Peter Jolliff, deceased, John Markill and Andrew Jolliff were Plaintiffs and George W. Jolliff, Isabelle Jolliff his Wife John M. Horn and Lindlay Havars and So Co Defendants, a writ issued out of Said Court for the Sale of the premises hereinafter described;- And whereas no Sale being had under Said Order an Alias Writ for the Sale thereof issued on the 10th day of April 1897

And Whereas, no Sale being had Under Said Order, the Said Court has therefor ordered a Re-Appraisement, and Sale of the Same,

We Command you therefore to proceed without delay, and cause to be Appraised, and Advertised, and to Sell, according to law, the following described Real Estate, Situate in the County of Union and State of Ohio To-wit Claibourne Township; Being Six and one-fourth (6¼) acres lying west of Beems Addition to Richwood; Bounded on the North by lands heretofore Sold to John and E. Horn; on the East by the Corporation of Richwood line; On the South by lands of Frank Marriott and on the West by Lands of J.D Graham

Also the following described parcel of land in the Town of Richwood, County of Union and State of Ohio; Bounded and described as follows; Beginning at the N. Y. P. & O. R. R. lands, running West in a Straight line with the Wood Shed of the Sawmill Building, to the west line of the three Cornered piece where Said Sawmill Stands; and thence running in a parallel line with the South line of O. Beems Grove to the West line of the two (2) acres purchased of O.P. Leeroy by Beem & Biddle; Thence North on West line of Said N.Y.P. & O.R.R. lands to the place of beginning containing two (2) acres More or less (known as the Horn Tile Mill Grounds) Excepting one, and one-half (1½) acres heretofore Sold and conveyed off the North Side first Mentioned tract of land; Said one and one-half acres of land is bounded on the North by lands owned M. J. Sleider, and on the West by lands owned by J.D Graham, and on the East by lands formerly owned by Lorind Horn, and on the South by lands of the grantor and J.M. Horn;- Also one half interest in the Buildings Kilns, and all Machinery used in the Manufacture of Tile and Appurtenances belonging thereto, Situated on Said Lands.

To Satisfy a Judgment rendered in favor of Said Plaintiff, against Said Defendant for the Sum of Six Hundred and Forty Three and 60 Dollars Damages, and Sixty Six and 21/100 Dollars, Costs of Suit, with interest at the rate of 8 per cent from the 4th day of January 1897, until paid 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

(Seal)

Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court this 29th day of May A.D 1897 J. M. Sawell Clerk

No 7281
Sheriffs Return on Re Appraisment and Sale

July 7th 1897. The following Return was made on Re Appraisment and Sale by the Sheriff To-wit

The State of Ohio
Union County ss

Sheriffs Return

In obedience to the command of the Order of Sale hereto annexed I did on the 1st day of June 1897, Summons M. L. Langstaff, Robt Smith and P. H. Biddle 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 June A. D. 1897. Said Appraisers returned to me, under their Signatures, that they did, upon actual View of the premises, Estimate and Appraise the real Value in Money of the Same at Thirteen Hundred Dollars, A. Certified Copy of Said Appraisal, I forthwith deposited in the office of the Clerk of Court of Common Pleas of Said County, and on the 8rd day of June 1897, I caused to be advertised in the Richwood Gazette (a Newspaper printed and published, and of general Circulation in Said County) Said lands and tenements to be Sold at Public Sale on the premises in Said County on the 6th day of July A. D. 1897, 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: 5 Consecutive weeks, and in pursuance to Said Notice, I did on Said 6th day of July A. D. 1897, at the time and place above Mentioned proceed to offer Said lands and tenements at Public Sale on the premises; and then and there came no Bidders

This Writ returned without Sale for the Want of Bidders

J Ed Robinson Sheriff

Sheriffs Fees:		
Service		25
Levy		25
Summoning Appraisers	1	20
Swearing Appraisers		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Writing Notice		25
Mileage	5	12
Return		25
Total	8	32
Appraisers Fees	3	00
Printers Fees	21	50

No 7281
Precipe for Alias Order of Sale

No 7281
Alias order of Sale

August 12th The following Sheriffs Sale, and Affidavit of Publication was filed To-wit

No 7281
Sheriff Sale and Proof of Publication

Sheriffs Sale

J M. Brodrick Attorney

On Order of Sale
Court of Common Pleas Union County Ohio.

William Jolliff et ux et al
vs
George Jolliff 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 for Sale, on the premises in Richwood Ohio, on Tuesday, July 6th, 1897, at or about the hour of one o'clock P M., on Said day the Undivided one-half of the following described real Estate to-wit:

Situated in the Township of Claibourne, County of Union, and State of Ohio and bounded and described as follows; Being Six and one fourth (6¼) acres lying West of Beems Addition to Richwood, bounded on the north by lands heretofore Sold to John and E. Horn; on the East by the Corporation of Richwood line; on the South by lands of Frank Marriott, and on the West by lands of J. D. Graham.

Also the following described parcel of land in the Town of Richwood, County of Union and State of Ohio, bounded and described as follows, Beginning at the New York Pennsylvania and Ohio Railroad lands running West in a Straight line with the Woodshed of the Saw Mill Building to the West line of the three Cornered piece where Said Saw Mill Stands, and thence running in a parallel line with the South line of D. Beems Store to the west line of the two (2) acres purchased of O. P. Leney by Beem & Biddle, Thence South on line of lands bought of O. P. Leney to the New York Pennsylvania & Ohio Railroad lands;

Three No
Contain
(1½) ac
and Ou
the West
Horn. a
the Sur
belong
Appraise
Terms of

State of

Sworn
June
Newspa

Sworn

Print

July 7

William

George

Case N

July 7

The Sta
Union

Comme
Februa
George
and 6
And
that th
A.D. 18
Forty th
and C
Sheriff
Judgm
Publica
Sum
paid, a
Order o

Thence North on East line of said New York, Pennsylvania and Ohio Railroad lands to the place of beginning containing Two (2) acres More or less (known as the Horn Tile Mill grounds) Excepting one and one half (1½) acres heretofore Sold and Conveyed off the North Side first Mentioned Tract of land; Said one and One-half acres of land is bounded on the North by lands owned by M.J. Scheiderer, and on the West by lands owned by J. D. Graham, and on the East by lands formerly owned by Lorinda Horn, and on the South by lands of the grantor, and J.M. Horn— Also one half interest in the Buildings Kilns and all Machinery used in the Manufacture of Tile and Appurtenances belonging thereto. Situated on said lands,

Appraised at $ 1300. J. Ed Robinson Sheriff Union County Ohio.

Terms of Sale Cash. June 8th 5. W

Proof of Publication

State of Ohio, Union County ss.

I Geo W. Worden, publisher of the Richwood Gazette being duly Sworn, Say that the Notice hereto attached was published in the Gazette on the 8th day of June 1897, and Continued therein five Consecutive times, during all of which time Said Newspaper was printed and in general Circulation in Said County.

Geo W. Worden

Sworn to and Subscribed before me, this 9th day August 1897

J F Millar Notary Public.

Printers fees $ 2.15

No 7281 Precipe for Alias Order of Sale

July 7th 1897: The following Precipe was filed with the Clerk for Alias order of Sale

William Jolliff et al vs George W. Jolliff et al | Court of Common Pleas Union County Ohio

Marysville July 7th 1897

To the Clerk of Said County

Issue Alias order of Sale in the above Case returnable according to law

John M Broderick Attorney for Plaintiff

July 7th 1897: Alias Order of Sale issued to the Sheriff of Union County Ohio Forthwith

No 7281 Alias order of Sale

The State of Ohio Union County | Alias Order of Sale.

To the Sheriff of said County Greeting:

Whereas at a term of Court of Common Pleas, holden at the Court House within and for said County upon the 15th day of February 1897: William Jolliff Executor &c obtained a Judgment or decree against George W. Jolliff Isabell Jolliff his wife for the Sum of Six Hundred and Forty three and 60/100 Dollars, and One hundred and Six and 88/100 Dollars, Costs of Suit:

And Whereas, It was then and there by said Court ordered, adjudged and decreed that the said George W. Jolliff et al, within three days from the 15th day of February A.D. 1897, pay into the said William Jolliff Executor &c, the Sum of Six Hundred and Forty three and 60/100 Dollars with interest at 8 per cent from the 4th day of January 1897 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 after the three days aforesaid had fully Expired and the said Sum of Six Hundred and Forty three and 60/100 Dollars and costs aforesaid, had not been paid, or any part thereof, as appeared to the of record, then in accordance with said Order of the Court an order of Sale issued out of this Court on the 4th day of March A.D. 189x

Under which the following lands and tenements were appraised, advertised and offered for Sale, To-wit:

Situate in the County of Union, and State of Ohio, & Claibourne Township: Being Sixty and one fourth (60¼) acres lying west of Reams Addition to Richwood, Bounded on the North by lands heretofore Sold to John M & E. Horn: on the East by the Corporation of Richwood line on the South by lands of Frank, Marriott, and on the West by Lands of J. D Graham.

Also the following described parcel of land in the Town of Richwood, County of Union, and State of Ohio; Bounded and described as follows:- Beginning at the N. Y. P. & O. R. R. Lands, running West in a Straight line with the Wood Shed of the Saw Mill Building to the West line of the three Cornered piece where Said Saw Mill Stands: & Thence running in a parallel line with the South line of O. Beem's Lane to the West line of the two (2) acres purchased of O. P. Leonard by Beem & Biddle: Thence North on West line of Said N. Y. P. & O. R. R. lands, to the place of beginning, Containing Two (2) acres More or Less (known as the Horn Tile Mill Lands) Excepting one and one-half (1½) acres heretofore Sold and Conveyed off the North Side first Mentioned tract of land: Said One and one-half acres of land is bounded on the North by Lands owned by W. J. Sheldens, and on the West by Lands owned by J. D Graham and on the East by Lands formerly owned by Lorinda, Horn, and on the South by Lands of the grantor and J. M. Horn:- Also one half interest in the buildings, Kiln and all Machinery used in the Manufacture of Tile, and Appurtenances belonging thereto. Situated on Said Lands:- 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 Sales on Judgments and executions at law the Said premises above described, Under the appraisement had Under the Said former order of Sale to wit $1300.00 (Thirteen Hundred Dollars). And the Moneys 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, and make return of this order within Sixty days from the date thereof.

(Seal)

Witness My Hand and Seal of Said Court this 7th day of July A.D. 1897.

J. N. Gosnell Clerk

Aug 12th 1897: The following Return of Alias Order of Sale was made by the Sheriff. To-wit:

No 7281
Sheriffs Return on Alias order of Sale

The State of Ohio
Union County ss

Sheriffs Return

Sheriffs Fees:		
Notice to Printer		25
Writing Notice		25
Mileage	2	54
Poundage	18	01
Return		25
Total Sheriff.	14	31
Printers Fees	21	50

In Obedience to the Command of the Order of Sale hereto annexed, I did on the 8th day of July 1897, cause to be advertised in the Richwood Gazette (a Newspaper printed and of general Circulation in Said County) Said lands and tenements to be Sold at Public Sale on the premises in Said County on the 10th day of August A.D. 1897, 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 four consecutive weeks, and in pursuance to Said Notice, I did on Said 10th day of August, A.D. 1897, at the time and place above Mentioned, proceed to offer Said lands and tenements at Public Sale, on the premises: And then and there came John M. Horn, who bid for the Same the Sum of Eight Hundred and Sixty Seven Dollars and Said Sum being More than two-thirds of the appraised Value thereof, and Said John M Horn being the highest and best bidder therefor, I then publicly Sold and Struck off Said lands and tenements to him for Said Sum of Eight Hundred & Sixty Seven Dollars

J. Ed. Robinson Sheriff.

No 72 81
Entry confirming Sale

No 72 81
Sheriff's Deed and Proof of Publication

Aug 12th

Wm H. Jol

George

By Vi
Ohio I
about
descri
Situ
and de
Addit
E. Hor
Marr
Als
and St
Sylva
of the Th
parall
acres
Bough
North
of beg
grou
Side f
North
and o
the gra
all Me
thereto
Appra
Terms o

State

Sworn
1897. a
Newsp

Sold
Prine

Defen

Willia

George

No 7284
Sheriff Sale and Proof of Publication

Aug 12th 1897; Sheriff's Sale and Proof of Publication filed with the Clerk. To-wit:

Wm Jolliff Ex. ect. et al
vs
George W. Jolliff et al

Sheriff's Sale.
J. M. Brodrick Attorney.
Alias Order of Sale
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 for Sale on the premises in Richwood, Ohio, on Tuesday, Aug. 10th 1897, at or about the hour of one o'clock P.M. on Said day the Undivided one half of the following described real Estate To. wit;

Situated in the Township of Claiborne, County of Union and State of Ohio, and bounded and described as follows; Being Six and one-fourth (6¼) acres lying west of Beem's Addition to Richwood, bounded on the North by lands heretofore Sold to John and E. Horn; on the East by the Corporation of Richwood line, on the South by lands of Frank Marriott, and on the West by lands of J. D. Graham.

Also the following described parcel of land in the Town of Richwood County of Union and State of Ohio, bounded and described as follows:- Beginning at the New York, Pennsylvania and Ohio Railroad lands, running West in a Straight-line with the Woodshed of the three cornered piece where said Sawmill Stands, and thence running in a parallel line with the South line of O. Beems Grove to the West line of the two (2) acres purchased of O. P. Lenox by Beem & Biddle; Thence South on line of lands bought of O. P. Lenox to the New York, Pennsylvania & Ohio Railroad lands; Thence North on West line of said New York Pennsylvania & Ohio Railroad lands to the place of beginning, containing Two (2) acres More or less (known as the Horn Tile Mill grounds) Excepting one and one-half (1½) acres heretofore ~~Sold and~~ conveyed off the North Side first Mentioned Tract of land; Said one and one half acres of land is bounded on the North by lands owned by M. J. Scheiderer, and on the West by lands owned by J. D. Graham and on the East by lands formerly owned by Lourida Horn, and on the South by lands of the grantor, and J. M. Horn;- Also one-half interest in the buildings Kilns, and all Machinery used in the Manufacture of Tile, and Appurtenances belonging thereto, Situated on Said lands

Appraised at $1300
Terms of Sale Cash

J. Ed Robinson Sheriff of Union County this
July 8-5=W.

Proof of Publication

State of Ohio Union County ss

I, Geo. W. Worden, publisher of the Richwood Gazette, being duly Sworn Say that the Notice hereto attached was published in the Gazette on the 8th day of July 1897, and Continued therein Five Consecutive times during all of which time Said Newspaper was printed and in general Circulation in Said County

Geo W. Worden,

Sworn to and Subscribed before Me this 9th day Aug 1897
Printers Fees $2.15

J. F. Millar Notary Public

September 8th 1897 Entry Confirming Sale filed with the Clerk of the Court, To-wit

No 7281
Entry Confirming Sale

William Jolliff Executor &c
vs
George W. Jolliff et al

This day this Cause came on for hearing on Motion of the

Plaintiff to Confirm the Sale heretofore made herein under a former Order of the Court, and the Court having Examined the return of the Sheriff, and found the Same in all respects in Conformity to the Order of the Court, and the agreement of the parties, it is Ordered that Said Sale be and the Same hereby is Confirmed

The Court find that on the day of Sale all the parties to this Case agreed that Said Sale Should be on the following Terms and Conditions: Viz: the amount of the Costs and Taxes Cash in hand, and the remainder to be paid in Seven instalments, the first Six of $100.00 each, and the Seventh of $120.20 due respectively Every Consecutive Ninety days from and after September 11th 1897, with Seven per Cent interest.

And the Court being Satisfied that Said Agreement So Made is reasonable and for the best interest of all parties Concerned do ratify and Confirm the Same, and order that Said agreement Stand as the Order of this Court Upon agreement of the parties.

It is therefore Ordered by the Court that the Said proceedings and Sale be, and they hereby are Confirmed, and the Sheriff is Ordered to Convey Said premises to the Purchaser John M. Horn upon the receipt of the Sum of $145.16 the Costs herein, and the Taxes $1.20, and the Notes and Mortgage of Said Purchaser as above Stated, on the Premises Sold, Said Notes to bear Seven per cent interest from September 11th 1897.

It is ordered that the Sheriff out of the proceeds of Said Notes as fast as Collected pay to the Plaintiff the amount of his Claim Viz: $660.84 with interest Seven per cent from September 11th 1897, and after he has been fully paid to pay the remainder of Said proceeds to the defendant Horn & Co. to apply on its Judgment Lien herein.

Said Plaintiff having paid Said Horn & Co the Ballance of proceeds due them $58.32 all of Said proceeds are to be paid to Plaintiff

Hendrick for Plaintiff

Horn & Co By Their
Attorney J F Miller

Attest Joseph N. Gamble Clerk

No 7673
Petition

Pleas
Inun
Ohio.
on the
Be
Contri
Petition

Fleeto

L. J. Tay

the 7th
Pleas
and fl
per Ar
Incre
Said
descr
a lien
First:
as foll
called
Tay la
N. 88
Levi
Corner
of Pal
Thence
to Wal
Eglin
of John
Street.
Taylor
den C
Begin
of Joh
a Stak
S. 2. W
and a
Second
Know
a Red
by Be
to W. H
Hicko
the Cr
in the
East de
with

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dav, Judge of Said Court, of the Term of April, To-wit on the 5th day of May in the year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it Remembered that heretofore To-wit, on the 14th day of March 1896; Fleetwood Courtright filed in the Clerk Office of the Said Court of Common Pleas, the following Petition against S. J. Taylor et al.

No 7673
Petition

Fleetwood Courtright
vs
S. J. Taylor & T. M. Taylor

Court of Common Pleas Union County Ohio:

Petition

The Plaintiff respectfully represents to the Court, that on the 7th day of February A.D. 1893, Said Plaintiff Recovered in the Court of Common Pleas a Judgment against the Said S. J. Taylor and T. M. Taylor for the Sum of Three Thousand and fifty Eight Dollars debt and $84 27/100 Cents on which $3058.00 there is also 8 per cent interest per Annum since July 7th 1893, which Judgment remains in full force, Unpaid and Unreversed, and due Plaintiff from Said defendants, That at the time Plaintiff Soured Said Judgment, the Said T. M. Taylor was the Owner in fee Simple of the lands hereinafter described in Said County of Union, and Upon which lands Said Judgment became a lien and has Ever Since Remained, and Now is a Judgment lien To-wit,

First:= A Tract of 8 23/100 acres in the Village of Marysville in Said County, described as follows: Part of Survey No 3355, beginning at a Stake in the center of the Street, Sometimes Called Kenton Street but Now Called Maple Street, and in the North line of the B. & O. Ray lands, Thence with his South line and the South line of the M. C. Lawrence lot N. 88, W. 55 52/100 poles to a Stone Corner to Said Lawrence lot and with East line of the Levi Longbrake land, thence with Said Longbrake line S. 88, East 26 poles to a Stake Corner to Samuel McAlister land; Thence With his North line, and the North line of Patrick Haleys land S. 88. E. 50 76/100 poles to a Stake in the Center of Said Kenton Street; Thence with the Center of Said Street N. 2. E. 25½ poles to the beginning, but Subject to Welch Street 2 poles Wide running through Said lot, and Containing 8 23/100 acres Exclusive of Said Welch Street Said lot being all of lot No 24, and that part of lot No 20 of John Cassils Subdivision of the Sweat farm lying West of the Center of the Kenton Street, and being the lot which David S. Clement and wife Conveyed to Said T. M. Taylor by deed Oct 18th 1881 and recorded Vol 55 Page 12, but Excepting therefrom the acre Conveyed by Said T. M. Taylor and Wife to Madison Mullen described as follows: Beginning at a Stake in Center of Maple Street and in North line of lot No 20 of John Cassils Subdivision; Thence N. 88. W. 161 feet to a Stake thence N. 2. E. 50 feet to a Stake; Thence S. 88. E. 161 feet to a Stake Center of Maple Street; Thence with its Center S. 2. W. 50 feet to the beginning See Book 59 page 236 of the records of deeds of Union County Ohio and also Excepting the part thereof known as the right of Way of the T. & O. C. Rail Road Company

Second:= A part of Survey No. 5501, partly in Delaware and partly in Union County Ohio Known as the Harbert or Pyers farm, of 120 acres described as follows; beginning at a Red Oak in the East line of Said Survey; Thence with the line of lands formerly owned by Bethard and Guy, South 85. W. 120 poles to a Red oak Sugar and Stone, South East Corner to W. H. Andersons land; thence with the line of Said land N. 9° W. 49. poles to a hickory; Thence N. 80. E. 26 20/100 poles to a Stake; Thence N. 10. W. 66 poles to a Stone in the Center of the Marysville and Delaware pike; Thence South 10 W. 26½ poles to a Stone in the Center of Said road; Thence N. 9° W. 78. poles to an ash and Ironwood, North East Corner to Said W. H. Andersons land in the north line of Said Survey; Thence with Said line S. 88. E. 12. poles to an Ironwood and sugar, and Swamp Beech

N. E. Corner of Said Survey; Thence with the East line of Said Survey S. 10. E, 168. poles to the beginning Containing 120. acres.

Third:= The Undivided half of the 99½ acre farm in Union County Conveyed by Andrew Taylor to Francis M. Taylor and Alice A. Taylor his wife Oct 21st 1892 Vol 67, page 445 in Survey No 4065. Beginning at a Stone (Cottnss ash and hickory) South East Corner of Said Survey; Thence with the South line of Said Survey S. 86, 15' West. 239 20/100 poles to a Stone S. E. Corner of land formerly owned by George Graham; Thence with the East line of Said land N. 3. 75 W. 67. poles to a Stone; Thence N. 84 15/100 E, 236 72/100 poles to a Stone in the East line of Said Survey; Thence North Said line S. 5 12/100 E. 67. poles to the beginning Containing 99½ acres

Fourth:= A lot Conveyed by Isaac C. Baskin and wife March 6th 1883 in Survey No 3354 to Said F. M. Taylor and George Bacher, part of lot 17 and 18. of John Cassils Subdivision of the Stewart farm in Marysville; Beginning at a Stake in the West line of Kenton Ave now Maple Street; and in the North line of Said Lot 17; Thence with the North line of Said Lot 17 & 18 N. 88. W. 137 feet to a Stake; Thence S. 2. W. 79½ feet to a Stake; Thence S. 88. E 137 feet to a Stake in the West line of Said Kenton Avenue; Thence with Said line N. 2. E, 77½ feet to the beginning Containing ¼ of an acre being the Same as Conveyed by Joseph Parthemore and wife to Perry C. Jaggers and Viola B. Jaggers. March 26th 1881.

That Said Lot No one as appears by the Record of Mortgages of Union County Ohio. is Incumbered by a Mortgage To. W. C. Tullington, thirty five Hundred Dollars (See Vol 26 page 317 of Union County Record of Mortgages of date March 17th 1892) but what part thereof remains Unpaid if any thing Plaintiff is not able to State, the Same being Unknown to him.

That Said Lot Second is encumbered by a Mortgage to the Connecticut Mutual Life Insurance Co. as appears by an Uncancelled Mortgage Vol 27, page 418 of the Said Mortgage record of date February 8th 1889, but whether any part thereof remains Unpaid Plaintiff doth not know, and is Unable to State

That Said Third Lot is encumbered by a Mortgage to A. S. Morgridge, as appears by Said record, Vol 26, page 390. Uncanceled for Thirty four Hundred Dollars, but Whether any part thereof remains Unpaid the plaintiff doth not know, and he is Unable to State,

That owing to Said apparent Incumberances on all of Said property it is not possible to Sell any of Said property personal or real- Therefore in order that the Court May be duly informed in regard to Said apparent Incumberances the Plaintiff asks that Each of Said defendants May be required to answer Under in regard to Said incumberances, and that Said Tullington and Said Morgridge and Insurance Co be required to State what Sums have been paid to them respectively upon Said Mortgages and that they, answer the Several interrogations attached to this Petition, and that the Amount of Each of their Claims be ascertained by the Court. and that finally a proper order, be made by the Court for the Sale of Said property both personal and real to Satisfy Said plaintiffs, and Judgment and for other further relief.

No 7073 Praecipe for Summons

Second:- The Plaintiff repeates all the allegations of the foregoing Complaint, and Makes the Same a part of this his Second cause of Complaint and Says further, that the Real Estate and personal property described in Said first cause of Complaint Constitute all the property personal and Real Owned by Said F. M. Taylor and L. J. Taylor, Unless it May be Some Equitable interest in property which Plaintiff in a Cause against Said L. J. Taylor and others Seeks to have applied upon a Judgment in favor of Plaintiff against Said L. J. Taylor alone - That Said F. M. Taylor & L. J. Taylor are insolvent and have No other property, personal or Real on which to levy to Satisfy Said Judgment and Costs - That Said Land and property above described is not Nearly Sufficient to pay Said Judgment of this Plaintiff and that in order to Collect Said Sum due Plaintiff from them, it is Necessary that the Court Shall appoint a Receiver to take Charge of

No 7073 Waiver

No 7073 Summons

Said property, personal and Real & apt the homestead of Said P. M. Taylor, and rent and keep the Same under the order of the Court pending the Adjudication of this Cause, and Sell that which is perishable, and have the Same ready to be paid out Under the Order of this Court, And that Said Beecher and Said P. M. Taylor be restrained by the proper order of this Court from Selling Said property until a hearing can be had on the application for the appointment of a Receiver,

Robinson & Woodburn Attys for Plaintiff

The State of Ohio Union County ss}

J. W. Robinson being duly Sworn deposes and Says he is one of the Attorneys of the Plaintiff in this behalf, and that Plaintiff is not a resident of Said County of Union, but is a resident of Franklin County Ohio, and affiant believes the allegations of the foregoing Petition are true

J. W. Robinson

Sworn to before me and Signed in my presence on this 4th day of March 1896.

(Seal) J. M Connell Clerk

The Questions referred to in the foregoing Petition and which Plaintiff asks Said Several defendants to Answer are as follows.

To W. C. Tullington - Answer the following questions, Viz:

Did you take a Note Secured by the Mortgage refered to in the above Petition, if So give a Copy thereof and of the ammounts thereon. - What amount of Money has the Said P. M. Taylor as depositor to his Credit in the Bank of Marysville"

Second - State what amount remanies unpaid on Said Note and Mortgage

To the Connecticut Mutual Insurance Co

State what payments have been Made on the Mortgage refered to in the foregoing Petition to Said Co. Whether there was a renewal thereof, and if So when and for What Sum and for what period of time, and the Amount Still Unpaid.

To Said A. S. Morgridge.

State what Sums have been paid on the Mortgage refered to in the above petition as Made to you by P. M. Taylor, and give a Copy of the Note, and Endorsements thereon, and the amount Still Unpaid,

---

No 7078 Precipe for Summons

March 4th 1896: The following Precipe was filed for Summons Viz:

To the Clerk of the Court

Issue Summons for the following defendants Viz:

L. J. Taylor, P. M. Taylor, George Beecher, W. C. Tullington, A S Morgridge, Alice B. Taylor and Endorse, Petition for Equitable relief and Marshalling Liens

Robinson & Woodburn Attorneys for Plaintiff

No 7079 Waiver

The Connecticut Mutual Life Insurance Company hereby waive Notice, Enters its appearance, March 1896,

---

March 4th 1897: The following Summons was issued and delivered to the Sheriff Viz:

No 7078 Summons

Summons

The State of Ohio Union County ss

To the Sheriff of Union County

You are hereby commanded to notify L. J. Taylor P. M. Taylor George Beecher W. C Tullington, A. S. Morgridge Alice B. Taylor, that

they have been Sued by Fletcherwood Courtright in the Court of Common Pleas of Union County, and must Answer by the 4th day of April A.D. 1896, or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly

You will Make due return of this Summons on the 16th day of March A.D. 1896.

Witness My hand and the Seal of Said Court this 14 day of March A.D. 1896,

(Seal)

J.N. Barnett Clerk.

March 16th 1897: Summons returned and filed Endorsed as follows to wit

No 7078 Return of Sheriff on Summons,

The State of Ohio
Union County

Sheriffs Fees		
Entire & Return	1	30
Mileage	5	44
Copy		90
Total	$6	64

Sheriffs Return:

Received This writ March 7th A.D. 1897, at 3.0. clock P.M. and Served Same by handing a true Copy of this writ with the Indorsements thereon to L.J. Taylor, H.M. Taylor, Walter L. Dillington, B.S. Morgridge personally, and to Geo. Rocker and Alice Taylor by Leaving a Copy at their usual place of residence on the 13th day of March 1897,

Wm G. Snodgrass Sheriff.

No 7079 Answer and Cross Petition of the Connecticut Mutual Life Insurance Co

March 20th 1897: The following answer and Cross-Petition of the Connecticut Mutual Life Insurance Company was filed with the Clerk of Courts To-wit,

The State of Ohio
Union County ss

Fletcherwood Courtright
Plaintiff
against
L.J. Taylor et al
Defendants

In the Court of Common Pleas:

Answer and Cross Petition of The Connecticut Mutual Life Insurance Company

And now Comes The Connecticut Mutual Life Insurance Company, which is a corporation organized, and existing under the laws of the State of Connecticut, which is made Defendant in the above Entitled Action, and for answer herein, and by way of Cross Petition for its first Cause of Action Says,

That on the 8th day of February A.D. 1889, the said Defendant Francis M. Taylor Made and delivered to this Defendants Cross Petition his certain one Principal Promissory Note, a true Copy of which, with all Credits and Endorsements thereon is in the words and figures following To. Wit

First Mortgage Coupon Note $2400.00

Delaware Ohio February 8th 1889.

Five years after date I promise to pay to the Order of the Connecticut Mutual Life Insurance Company, Twenty Four Hundred Dollars, Negotiable and payable at the office of Said Company, in Hartford, Conn. Value Received with interest at Eight per Cent per Annum after due until paid, The interest on this Note to Maturity is represented by Coupon Notes hereto attached, which, with this principal Note, are Secured by first lien on property described in the Mortgage given to Secure the Same, This Note is payable without grace, The Maker has the right to prepay this Note in installments of $500.00 Each, at any time after one year, by paying accrued interest on the amount of Such prepayment, and 46 days interest in addition to Such accrued interest, and Such payments Shall Stop interest at the rate of Six (6) per Cent per Annum the Amounts So paid from time of Such Credits

Due February 8th 1894.

Francis M. Taylor

That this Defendant and Cross Petitioner is now the Legal Owner and holder of Said Promissory Note and that No payments have been Made thereon

That there will be due this Defendant, and Cross-Petitioner, on Said Promissory Note from Said Defendant, Francis M. Taylor on the 8th day of February A.D. 1899, the Sum of Twenty four Hundred Dollars ($2400.00) with interest on $2400 & thereof at the rate of 8 per Centum per annum, payable annually from the Eighth day of February A.D. 1894.

For Second Cause of Action this defendant and Cross petitioner alleges, that the Said, Francis M. Taylor the Maker of the principal Note Set out in the first Cause of Action herein, paid the interest thereon Semi-annually up to the Maturity of Said principal Note, to-wit- To February 8th 1894,

That at or about the Maturity of Said principal Note the Said Francis M. Taylor, applied to this defendant, and Cross Petitioner for an Extention of the Time of payment of Said principal Note for another period of five years from the 8th day of February, 1894

That the Said Extention of the time of the payment was granted by this defendant, and Cross petitioner, Upon the terms and Conditions and Not otherwise, that the Said Francis M. Taylor Should Execute to this defendant and Cross Petitioner his Ten Several Coupon interest Notes Evidencing and representing the Semi-annual installments of interest payable on Said principal Note for and during Said Extended period, all bearing date of February 8th 1894. and payable in 6, 12, 18, 24, 30, 36, 42, 48, 54, and 60 Months after Said date respectfully, each being for the Sum of $72.00 With Eight per Cent interest per annum after Maturity.

That the first five Maturing of Said Ten Coupon interest Notes were paid as they respectively became due,

That the last and remaining Six of Said ten Coupon interest Notes, that is to Say the certain Six Maturing in 30, 36, 42, 48, 54 and 60 Months after Said date, respectfully, are each and all Wholly Unpaid, and this defendant and Cross Petitioner is Still and Now the legal Holder of the Said Six Unpaid Coupon interest Notes;

That true Copies of Said Six Unpaid Coupon interest Notes are in the Words and figures following, to wit;

$72. Marysville O. Feb 8th 1894:

Sixty Months after date I. promise to pay to the Order of The Connecticut Mutual Life Insurance Company: Seventy Two Dollars: Negotiable and payable at the Office of Said Company in Hartford, Connecticut, Value received with Interest at Eight per cent per annum, after Maturity. This Note is payable without grace

No 10

Francis M. Taylor.

$72. Marysville O. Feby 8th 1894

Fifty-four Months after date I. promise to Pay to the order of The Connecticut Mutual Life Insurance Company, Seventy Two. Dollars Negotiable, and payable at the Office of Said Company in Hartford Connecticut, Value received, with Interest at Eight per cent per annum after Maturity. This Note is payable without grace

Francis M Taylor

No 9

$72. Marysville O. Feb. 8th 1894.

Forty-Eight Months after date, I. promise to pay to the order of The Connecticut Mutual Life Insurance Company, Seventy Two Dollars Negotiable and payable at the Office of Said Company in Hartford, Connecticut. Value Received, with interest at Eight per cent per annum after Maturity. This Note is payable without grace.

Francis M Taylor

No 8

$72.00 Marysville O. Feby. 8th 1894

Forty-two Months after date I promise to Pay to the order of the The Connecticut Mutual Life Insurance Company Seventy Two Dollars Negotiable and payable at the Office of said Company in Hartford Connecticut Value received with interest at Eight per cent per annum after Maturity. This Note is payable without grace.

Francis M. Taylor

No 7

$72. Marysville O Feby 8th 1894.

Thirty-Six Months after date I promise to pay to the order of The Connecticut Mutual Life Insurance Company Seventy Two Dollars Negotiable and payable at the Office of said Company in Hartford Connecticut Value received with interest at Eight per cent per annum after Maturity. This note is payable without grace.

Francis M. Taylor.

No 6

$72. Marysville O Feby 8th 1894.

Thirty-Months after date I promise to pay to the order of The Connecticut Mutual Life Insurance Company Seventy Two Dollars Negotiable and payable at the office of said Company in Hartford Connecticut. Value received with interest at Eight per cent per Annum after Maturity. This Note is payable without grace.

Francis M. Taylor

No 5

For Third Cause of action this Defendant the Cross Petitioner says. That all allegations and averments Made in respect to said Promissory Notes Set forth in its First and Second Cause of action, are hereby Made a part of this its Third cause of action.

That in Order to Secure the payment of Said Promissory Notes Set forth in its said 1st & 2nd Causes of action, and the Interest accruing thereon, the Said Defendants Francis M. Taylor and Alice A. Taylor, his wife Executed, acknowledged and delivered to Said This defendant and Cross Petitioner, The Conn Mut Life Ins Co. their Mortgage Deed, on Said 8th day of February A.D. 1889, and thereby Conveyed to Said This Defendant and Cross Petitioner its Successors and assignes forever, the following described Premises, Lands, and Tenements To. Wit;

Situated in the Township of Scioto, County of Delaware, and State of Ohio, and also in the Township of Dover, County of Union and State of Ohio, and known as being a part of Virginia Military Survey No 5501 and More particularly described as follows, to-wit Beginning at a Red-Oak in the East line of Said Survey No 5501; Thence with the line of lands formerly owned by Heathard and Guy South 85. West 120 poles to a Red-Oak, Sugar and Elm, Southeast Corner to Wm H. Andrews land; Thence with the lines of Said land North 9° 20' West 49 poles to a Hickory; Thence North 80° East 26 50/100 poles to a Stake; Thence North 10° West 64 poles to a Stone in the Center of the Marysville and Delaware Road; Thence with Said Road South 70° West 26 50/100 poles to a Stone in the Center of Said Road; Thence North 9° 20' West 73 poles to an ash and Ironwood, North East Corner to Said Wm H. Andrews land, in the North line of Said Survey No 5501; Thence with the Said line South 88° East 121 poles to an Ironwood, Sugar and Swamp Back, North East Corner to Said Survey No 5501; Thence with the East line of the Same South 10° East 168 poles to the place of beginning, Containing 120. Acres.

The Said Defendant Alice A. Taylor, Wife of Said Francis M. Taylor joined the Said husband in the Execution, acknowledgement and delivery of Said Mortgage Deed, and thereby did Remise: Release, and forever Quit-Claim unto the Said This Defendant and Cross Petitioner its Successors and assigns forever, all her right and title of Dower in and to the above described Premises

On the 21st day of February A.D. 1889 at one O'Clock P.M. of Said day. Said

Mortgage Deed was left for record in the Office of the Recorder of Said Delaware County, and the Same was duly Recorded by him in Volume 38. Page 364 of Records of Mortgage Deeds on the 21st day of February A.D. 1889.-That on the 22nd day of February 1889, at 9.25, O'Clock A.M. of Said date, the Said Mortgage was left for Record in the Recorders Office of Union County Ohio, and the Same was Recorded by him in Volume 27, page 418, of records of Mortgage deeds on the 22nd day of February, 1889.

Said Mortgage Deed has a Certain Condition thereunder writen, that if the Said Francis M. Taylor and Alice A. Taylor, their Heirs, assigns, Executors, or Administrators, Shall well and truly pay Said Promissory Notes, and the Interest accruing thereon, according to the tenor and effect thereof as aforesaid, the Same to be Void, Otherwise to be and remain in full force and Virtue in law,

This Defendant, and Cross-Petitioner by Virtue of Said Mortgage Deed has a good and Valid Claim Upon the premises therein described, which is the first and best lien thereon from Said time of filing, and all allegations Made by any person, or any pleadings in this Case to the Contrary, are false and Untrue,

And this defendant, and Cross Petitioner, The Connecticut Mutual Life Insurance Company, for answer, to the Interrogatory, propounded to it by the Petitioner in his Said Petition herein, Says, that No payments Whatever, have been Made on the Said principal Note or Mortgage to this defendant and Cross Petitioner herein Set out, Except as in this answer, and Cross Petition Specifically Stated hereinbefore,

That Said principal Note of $2400 cts, Set out in the first Cause of action, this answer and Cross Petition is wholly Unpaid, and that the Six Several Coupon interest Notes, Each for the Sum of $72 cts Set out in the Second Cause of action in this answer, and Cross Petition are each and Wholly Unpaid, and that this Answer and Cross Petition States the facts and the Truth in the premises,

Wherefore this Defendant, and Cross-Petitioner prays, that the priority of the Several liens on Said Mortgaged premises May be Established; that the Said premises May be ordered to be Sold according to law; That the proceeds of Such Sale May be applied, first to the payment of Taxes, if any are due on Said premises; Second, to the payment of the Costs of this Action; and Third, to the payment of this Defendant, and Cross Petitioners lien in its proper order of priority, and if Said Premises Should Not Sell for Sufficient to Satisfy Said Defendant, and Cross-Petitioners lien, that an Execution issue as Upon Judgments at Law, for any Unsatisfied balance; and that it May have Such other and further relief as in Equity it is Entitled to.

The Connecticut Mutual Life Insurance Company
By J. H. Kinkade and Holstene & Barrett Its Attorneys

Whereas on the 8th day of February A.D. 1869, The Connecticut Mutual Life Insurance Company, of Hartford Connecticut Loaned to Francis M. Taylor the Sum of Twenty Four Hundred Dollars ($2400 cts) to Secure the payment of Which the Said Francis M. Taylor Executed a note for Said Sum of Money due and payable on the 8th day of February A.D. 1894, at the office of The Connecticut Mutual Life Insurance Company, in the City of Hartford and State of Connecticut, and further Secured the Repayment of Such Loan and Note by a duly executed and acknowledged Mortgage Deed, Which is Recorded in the Recorders office of Delaware and Union Counties Ohio, in Book 38 Page 36, for Said Delaware County Ohio and Book 27, page 148 for Said Union County Ohio, and to which Note and Mortgage Deed Reference May be had, and Upon Which principal Note there remains Now Unpaid the Sum of Twenty Four Hundred Dollars ($2400 cts.).

Now Whereas, The Said, Francis M. Taylor is Now the legal owner of the premises described in Said Mortgage Deed; and has Made application to the Said, The Connecticut Mutual Life Insurance Company to Extend the Time of payment of Said Unpaid Sum for five (5) years from the Maturity thereof. Said Unpaid Sum to bear interest at the rate of Six per Centum

per annum payable Semi-Annually, on the 8th days of August and February during Such extended term of payment, and until paid, according to ten (10) interest Notes Signed by him, and has further agreed and does hereby agree to well and truly, and promptly observe, fulfill, keep and perform all and Singular the other Covenants and Agreements on his part in Said Mortgage Deed, contained and agreed to be kept and performed according to the true intent and Meaning thereof.

And, Whereas Alice A. Taylor wife of Said Francis M. Taylor joins herein and Consents to this Extention

Now Therefore, The Said, The Connecticut Mutual Life Insurance Company, in Consideration of the Covenants and agreements on the part of the Said Francis M. Taylor, hereinbefore Contained, the prompt and faithful performance whereof is a Condition precedent, and time being the essence of this Contract, hereby agrees to extend the time of Payment of the indebtedness Secured by Said Mortgage Deed until the Eighth day of February A. D. 1899. Subject however to the privilege of Making payments in Sums of $100.00 or any Multiple thereof at any interest pay day, and in the event of Neglect or refusal by the Said Francis M. Taylor to promptly pay during Such Extended term the interest payments as they Severally become due, and the principal Sum upon the Expiration of Such Extended Term, or to keep and perform all of the Covenants, and agreements in Said Mortgage Deed Contained, then this agreement Shall be Null and Void, and Said principal Note, as well as all overdue and accrued interest, or any other indebtedness owing under the provisions of Said Mortgage Deed Shall at once become due and payable, and the Said, The Connecticut Mutual Life Insurance Company Shall have full power and Authority to proceed according to the terms and Conditions of Said Note and Mortgage Deed, in as full and ample a Manner as if this agreement had not been Made. Nothing herein Shall be Construed to release or discharge the Said, Francis M. Taylor from Liability upon Said Note or Mortgage Deed, this instrument being taken as Collateral and additional Security thereto

Exhibit A

In Witness Whereof, The Said The Connecticut Mutual Leife Insurance Company has by its duly authorized Secty: Signed and Sealed this instrument this 23rd day of February A.D. 1894

(Seal) The Connecticut Mutual Leife Insurance Company
By. Edward M. Buner its Secretary

We Hereby Accept the Within Conditions upon which Said extention is granted, and agree to Carry out the provisions of this agreement, and if we fail in So doing in any respect. We hereby authorize the holder of Said Note and Mortgage Deed to proceed according to the provisions of Said Mortgage, Deed the Same as if the above agreement had not been Made

Signed in the Presence of
Burnam C. Bates
Geo E. Taylor

Exhibit A

Francis M. Taylor (Seal)
Alice A. Taylor (Seal)

The State of Indiana
Marion County } ss

Charles L. Holstein being duly Sworn Says that he is one of the Deft and Cross Petitioners Attorneys herein, and that the Matters and things Set forth in the foregoing Answer and Cross-Petition are true, as he verily believes.

Charles L. Holstein

Sworn to by Said Charles L. Holstein before me, and by him Subscribed in my presence this 19th day of March A.D. 1896.

(Seal) Harry C. Smith Notary Public Marion County Indiana
My Commission Expires April 28th 1899.

No 7073
Precipe for Summons in Cross petition

No 7073
Summons, in and to Cross Petition

7073
Return of Summons in Ans and Cross Petition

No 7073
Answer, and Cross petition of A.S. Mordridge

Dec 21
Mutua
To the C
Life In
County
from P

Decem
Insura
The Stat
Imme

Taylor, a
answer
Cross
Janua
against
Judgm
Ju

Decem
Compa

Sheriffs
Servic
Mileage
Copy
Return
Total

April 2

Electro

L. J. P

for an
to Plac
Mordr
to Sai
Copy

No 7073 Receipt for Summons in Cross petition

Dec 21st 1896" The following Receipt for Summons in answer and Cross Petition of the Connecticut Mutual Life Insurance Company was filed.

Marysville Ohio Dec 21st 1896.

To the Clerk:

Issue Summons on this answer and Cross Petition of the Connecticut Mutual Life Insurance Company to Francis M. Taylor and Alice A. Taylor directed to the Sheriff of Union County Ohio. Returnable according to law and Endorsed amount Claimed $2400.00 8% interest from Feb 8th 1896. Foreclosure of Mortgage and Equitable relief

J. H. Kinkade Attorney for Connecticut Mutual Life Ins Co.

No 7073 Summons, in Ans & Cross Petition

December 21st 1896: Summons in answer and Cross Petition of the Connecticut Mutual Life Insurance Company Issued and delivered to the Sheriff of Union County. To-wit.

The State of Ohio, Union County } Summons in Cross Petition

To the Sheriff of the County of Union

You are Commanded to Notify, Francis M. Taylor, and Alice A. Taylor, That the Connecticut Mutual Life Insurance Company has filed an answer, and Cross petition in the Case of Fleetwood Courtright V.S. L. J. Taylor et al. in the ~~Common Pleas~~ Court of Union County, and that Unless they answer by the 23rd day of January A.D. 1897: the Cross petition of the said Connecticut Mutual Life Insurance Company against them filed in the Clerks office of said Court. Such petition will be taken as true and Judgment rendered accordingly:

You will Make due return of this Summons on the 4th day of January A.D. 1897:

Witness My hand and Seal of the said Court at Marysville, this 21st day of December A.D. 1896.

(Seal)

J. N. Gorrell Clerk of the Common Pleas Court Union County Ohio

7073 Return of Summons in Ans and Cross Petition

December 26th 1896: Summons in Cross Petition of the Connecticut Mutual Life Insurance Company returned and filed To wit

Received this writ Dec 22nd A.D. 1896: at 9.0c Clock A. M: and pursuant to its command on the 26th day of December 1896. I Served the same by delivering a true copy of this writ with the endorsements thereon to Alice A. Taylor personally, and to F. M. Taylor by leaving a copy at his usual place of residence

Wm Snodgrass Sheriff

Sheriffs Fees		
Service		40
Mileage		32
Copy		30
Return		25
Total	$1	27

April 2nd 1896 The following, Answer, and Cross Petition of A. S. Mongridge was filed To-wit.

No 7073 Answer, and Cross petition of A.S. Mongridge

Fleetwood Courtright Plaintiff
Against
L. J. Taylor et al Defendants

In the Court of Common Pleas of Union County Ohio.
Answer and Cross Petition of A. S. Mongridge

And Now Comes the Said defendant A.S. Mongridge, and for answer to Plaintiffs Petition herein filed, and by way of Cross-Petition, and in answer to Plaintiffs interrogatory attached to Said Petition, and addressed to said defendant A.S. Mondrige Says. That Said defendants, Francis M. Taylor, and Alice A. Taylor, are indebted to Said defendant A.S. Mongridge on a promissory note of which the following is a Copy: Viz:

$2400 00 Marysville Ohio: October 21st 1892:

Two years after date we promise to pay to the Order of A.S. Morgridge Two Thousand Four Hundred Dollars at Plain City Madison Co Ohio Value received.= with interest at the rate of Eight per Cent per annum after Maturity. Payable Semi-Annually:= It is Expressly agreed that if default be made in the payment of any one of the Coupons hereto attached. Representing the Semi-annual interest on this Note. as they severally become due, or if at any time, until this Note is fully paid. the premises Made Security for this Note, or any portion thereof. Shall be Sold. for any Tax assessment whatever. then and in that Event. this Note, and all accrued interest thereon. Shall immediately become due, and May be Collected at the Option of the Holder thereof

Signed By Mortgagee Francis M. Taylor.
Post-Office address Marysville Union County Ohio; Alice A. Taylor.

Indorsed: "June 17" 1895. Interest paid to October 21st 1894. $144.00
January 15" 1896; Paid as interest. One Hundred and forty four Dollars $ 144.00

Said first indorsement was for the Same as the last two Coupons attached to Said Note as hereinafter Stated.

There are no other Credits or indorsements on Said Notes;= There is due and remaining Unpaid from Said defendants. Francis M. Taylor, and Alice A. Taylor to Said defendant A.S. Morgridge on Said Note the Sum of Two Thousand and Four Hundred Dollars with Eight per Cent interest from October 21st 1895; and 8% int on $144 00 from October 21st 1895. to January 15th 1896.

On Said 21st day of October, 1892, and to Secure the payment of Said Note, Said defendants Francis M. Taylor, and Alice A. Taylor, who are Husband and wife. Executed and delivered to Said defendant A.S. Morgridge deed of that date, and thereby Conveyed to Said defendant A.S. Morgridge the following described Real Estate; Situate in the County of Union, in the State of Ohio, and in the Township of Dover, and part of Survey No 4065;= Beginning at a Stone (Ash and Hickory, witness) Southeast Corner to Said Survey. No 4065. Thence with the South line of Said Survey. S. 84 deg 15' W. 239 20/100. poles to a Stone South East Corner to lands formerly owned by George Graham; Thence with the East line of Said land N 3 deg 15' W 67 poles to a Stone; thence N. 84 deg 15' E. 236 72/100 poles to a Stone in the East line of Said Survey. No 4065. Thence with Said line S. 5 deg 15' E. 67 poles to the beginning; Containing Ninety Nine and 50/100 acres More or less.

The Conditions contained in Said Mortgage was in Substance that if the Said Francis M. Taylor and Alice A. Taylor Should pay or Cause to be paid unto the Said A.S. Morgridge the promissory note above Set forth and four interest Coupons of $72 00 each thereto attached. then Said Mortgage to be Void, otherwise to be and remain in full force and Virtue in law forever.

On the 21st day of October 1892 at 4 O. O'Clock P.M. Said Mortgage was filed for Record with the Recorder of Said Union County, Ohio, and was by him duly recorded in Volume 26, page 390 of the Records of Mortgages of Said Union County, Ohio.

Said deed has become Absolute;= There is due and remaining Unpaid upon Said indebtedness the Sum of Two Thousand and Four Hundred Dollars with Eight per Cent interest payable Semi-Annually from October 21st 1895. and Eight per Cent interest on One Hundred and Forty Four Dollars from October 21st 1895 to January 15th 1896.

Said Defendant A.S. Morgridge therefore asks that Said Mortgage be foreclosed. Said premises ordered to be Sold, and the proceeds thereof, or So Much of the Same as May be Necessary, to be applied to the payment of Said indebtedness aforesaid and for all other proper relief in the premises

John M. Bredrick
Attorney for A.S. Morgridge.

No 7078 Answer of W.C. Fullington

No 7073 Entry

The Sta... County ... the facts ... Sworn ... Second ... April ... Fleetwo... L.J. Ta... for the ... a bond ... the Same ... at Eight ... Same ... in Said ... The St... Unio... of the ... Sa... May ... Fleetwo... L.J. Ta... Petition ... being in ... and Ex... The ... Taylor ... One 7/10 ... The ... Francis ... Morgri... thereon ... Mortga... County ... Said ...

October 21st 1892;
ridge Two Thousand
with interest at
nually:- It is
Coupons hereto
severally become
security for this
ever, then and in
ty become due, and

Taylor.
lor.
$144.00
144.00
ed to Said Note

ue and remaining
Said defendant
ndred Dollars
from October

te. Said defendants
and delivered to
to Said defendant
Union, in the
Beginning at a
thence with the
Corner to lands
nd N 3a 15' W
East line of Said
ning: Containing

that if the Said
nto the Said
rest Coupons
ase to be and

was filed for
him duly
Union County, Ohio.
ing Unpaid upon
Dollars with
and Eight per
January 15th 1896,
be foreclosed.
of the Same as
es aforesaid

Morgridge.

The State of Ohio
County of Union

A. S. Morgridge, the above Named defendant, being Sworn, Makes Oath, that the facts Stated in the foregoing answer, and Cross petition are, as affiant believes True.

A. S. Morgridge.

Sworn to by Said A. S. Morgridge before Me, and Signed by him in my presence, this Second day of April A.D. 1896.

(Seal)

J. N. Gorrell Clerk of Courts

April 3rd 1896; Answer of W. C. Fullington filed to-wit

No 7073
Answer
of W. C.
Fullington

Fleetwood Courtright
vs
L. J. Taylor et al

Court of Common Pleas Union County Ohio.
Answer of W. C. Fullington.

W. C. Fullington for his answer to Plaintiffs Petition, Says the Mortgage for Thirty Five Hundred Dollars, to W. C. Fullington as alleged in Plaintiffs Petition, was a Bona-fide Mortgage, and duly recorded, and there remaines due this defendant on the Same, the Sum of Twenty Five Hundred Dollars, with interest from January 17th 1895 at Eight per cent which Sum he Claimes to be the first Lien on Said lot of land, and the Same is past due, and he therefore prays for an order of Sale of the premises Mentioned in Said Petition as Mortgaged to the Said W. C. Fullington to Satisfy his Said Claim.

Robinson & Woodburn Attys for W. C. Fullington.

The State of Ohio
Union County } ss

W. C. Fullington being duly Sworn Says he believes the allegations of the foregoing answer is true

W. C. Fullington

Sworn to before Me and Signed in my presence this 3rd of April. 1896

(Seal)

J. N. Gorrell Clerk of Court

No 7073
Entry

May 1st 1896. The following Entry of Decree in favor of A. S. Morgridge filed to-wit

Fleetwood Courtright
vs
L. J. Taylor et al

Entry

This day this Cause came on for hearing on the Answer and Cross Petition of A. S. Morgridge herein filed, and the Plaintiff and co-defendants herein all being in default for pleading to Said answer and Cross Petition, the allegations of Said answer and Cross Petition are confessed by them to be true

The Court find that there is due from Said defendants, Francis M. Taylor, and Alice A. Taylor to Said defendant A. S. Morgridge the Sum of Two Thousand, Four Hundred and Ninety One and 75/100 Dollars with Eight per cent interest thereon from the first day of this term, to-wit April 6th 1896,

The Court further find that to Secure the payment of Said Note, the Said defendants Francis M. Taylor and Alice A. Taylor Executed and delivered to Said defendant, A. S. Morgridge their certain Mortgage, as in the Cross-Petition described, and on the premises therein described, being a part of the Same premises as described in the petition; that Said Mortgage was duly recorded in Volume 26, Page 390 of the Mortgage Records of Said Union County, Ohio, and is the first and best lien on Said premises, and that the Conditions in Said Mortgage has been broken.

It is therefon Considered, Ordered, and decreed by the Court that Unless Said defendants Francis M. Taylor and Alice A. Taylor Shall within three days from the Entry of this decree, pay or cause to be paid to the Clerk of this Court the Costs in this Case, and to the Said defendant A. S. Morgridge the Sum So found due as aforesaid, with Eight per Cent interest from April 6th 1896. the Said defendants, Francis M. Taylor, and Alice A. Taylors 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 Orders.

Brodrick for A. S. Morgridge

June 8th 1896: The following Entry was filed To-wit

No 7073 Entry

Fleetwood Courtright
V S
L. J. Taylor et al

Continued

Robinson & Woodburn.

March 4th 1897: The following Entry on W. C. Rullingtons Mortgage was filed To-wit:

No 7073 Entry

Fleetwood Courtright
V S
L. J. Taylor et al

Entry:

This day Came on this Cause to be heard on the Cross Petition of W. C. Rullington filed in this Case, and thereupon the Court being fully advised in the premises do find the allegations of Said Cross Petition to be True and that there is due to Said W. C. Rullington on the Mortgage Executed by F. M. Taylor, and Alice A. Taylor to Said Rullington the Sum of Twenty five hundred Dollars with Eight per Cent interest thereon from January 11th 1895. Which the Court finds to be the first lien on the premises first described in Plaintiffs Petition To-wit" A tract of 8 23/100 acres in the Village of Maynard in Said County; described as follows part of Survey No 3355; Beginning at a Stake in the Center of the Street Sometimes Called Kenton Street, but now Called Maple Street, and in the South line of the B. A. Ray lands; Thence with his South line and the South line of the M. C. Lawrence lot. N. 88. W. 55 52/100 poles to a Stone Corner to Said Lawrence lot, and in the East line of the Levi Longbrake land; Thence with Said Longbrake line S 88. East 26. poles to a Stake, Corner to Samuel McAlisters land; Thence with his North line, and the North line of Patrick Haleys land S. 88. E. 50 76/100 poles to a Stake in the Center of Said Kenton Street; Thence with the Center of Said Kenton Street N. 2. E. 25 1/2 poles to the beginning, but Subject to Welch Street 2. poles wide running through Said lot, and Containing 8. 23/160 acres Exclusive of Said Welch Street; Said lot being all of lot 24, and that part of lot No 20. of John Cassils Subdivision of the Starret farm lying west of the Said Maple Street, and being the lot which David Clement and Wife Conveyed to Said F. M. Taylor by deed Oct 18th 1881, Recorded in Vol 55 page 12. but Excepting therefrom 1/4 of an acre Conveyed by Said F. M. Taylor and Wife to Madison Mullen described as follows:= Beginning at a Stake in the Center of Maple Street, and in the South line of lot No 20. of John Cassils Subdivision; Thence N. 88. W. 161 feet to a Stake; Thence N. 2. E. 50 feet to a Stake, Thence. S. 88. E. 161. feet to a Stake in the Center of Maple Street; Thence with ~~its~~ Center S. 2. W. 50 feet to the beginning (See Book 59. page 236. of the records of Union County Ohio. and also Excepting the part of Said premises known as the right of way of the T & O. C. Railway Company

It is therefore Considered, adjudged, and Ordered, that if Said Defendants fail

No 7073 Entry

No 7073 ammended answer and Cross Petition of the Comr Mutual Life Insurance Company

per Ten Days to pay Said Sum of Twenty Five Hundred Dollars, with Eight per Cent interest thereon per Annum thereon from January 17th 1895. Together with the Costs Made Upon Said Cross Petition Taxed at $ that an order of Sale issue to the Sheriff of this County, Commanding him to proceed according to law to Sell Said Real Estate to Satisfy Said Claim

And thereupon Said W. C. Pullington and Mary L. Beecher appeared in open Court by their Attorneys, and the Said W. C Pullington for full and Valuable Consideration, Transfered and assigned all his rights and interest in the above Judgment and order of Sale, and in Said Mortgage Claim to Said Mary L. Beecher, and the Court orders that Said Mary L. Beecher have all rights and process, and the same right to issue order of Sale and Collect Said Money as would the Said W. C Pullington if the Said assignment had not been made.

No 7073 Entry

March 5th 1897. The following Entry was filed in the Clerks office To-wit

Fleetwood Courtright Plaintiff
vs
L. J. Taylor et al Defendants

Entry

Now Comes the defendant the Connecticut Mutual Life Insurance Company, and by leave of the Court, first heard and obtained; files its amended answer and Cross petition herein.

J. H. Kinkead for Deft
Porter & Porter

No 7073 ammended answer and Cross Petition of the Conn Mutual Life Insurance Company

March 5th 1897 The following Amended answer and Cross Petition of the Connecticut Mutual Life Insurance Company Filed To-wit

The State of Ohio } ss
Irwin County

In the Court of Common Pleas
Amended
Answer and Cross-Petition of
The Connecticut Mutual Life Insurance Company.

Fleetwood Courtright, Plaintiff
against
L. J. Taylor et al Defendants

And Now Come The Connecticut Mutual Life Insurance Company, which is a Corporation organized under the laws of the State of Connecticut which is Made Defendant in the above entitled Action for its Amended Answer herein, and by way of Cross Petition for its First Cause of Action Says.

That on the 8th day of February A.D. 1889 the Said Defendant, Francis M. Taylor Made and delivered to this defendant, and Cross Petitioner his Certain one Principal Promissory Note a true Copy of which, with all Credits and Endorsments thereon, is in the words and figures following to wit. No 2810. $2400.00

First Mortgage Carpen Note

Delaware Ohio. February 8th 1889.

Five years after date I, promise to pay to the Order of the Connecticut Mutual Life Insurance Company, Twenty Four Hundred Dollars, Negotiable and payable at the Office of Said Company in Hartford Conn Value Received with interest at Eight per cent per Annum after due until paid:- The interest on this Note to Maturity is represented by Coupon interest Notes hereto attached, which with this principal are Secured by first lien on property described in the Mortgage given to Secure the Same. This Note is payable without grace, the Maker has the right to prepay this Note of Installments of $500.00 each at at any time after one year by paying accrued interest on the amount of Such payment- and 45 days interest in addition to Such accrued interest, and Such payments Shall Stop interest at the rate of Six (6)

per Centum per annum the amounts so paid from time of such credits
Due February 8th 1894

Francis M. Taylor.

That this Defendant, and Cross-Petitioner is now the legal owner, and holder of said Promissory Note, that the same is now due and Wholly unpaid, and that no payments have been made thereon

That there is now due Defendant, and Cross-Petitioner on said Promissory Note from said Defendant, Francis M. Taylor the Sum of Twenty four Hundred Dollars, ($2400 00) with interest on $2400 00 thereof at the rate of 8 per Centum per annum payable annually from the 8th day of February A.D 1893. For which amount this defendant and Cross Petitioner asks Judgment.

For a Second Cause of Action this defendant and Cross Petitioner alleges: That the said Francis M. Taylor the Maker of the Principal Note set out in the first Cause of action herein paid the interest thereon Semi-annually up to the Maturity of said principal Note To-wit To Feb. 8th 1894

That at or about the Maturity of said principal Note the said Francis M. Taylor and Alice A. Taylor his wife applied to this defendant and Cross Petitioner for an extention of the time of said principal for another period of five years, from the 8th day of February 1894;- and said extention was granted in Consideration that the said Francis M. Taylor Should Execute to this defendant and Cross Petitioner his (10) Ten Coupon Interest Notes Representing the Semi-annual Installements of interest payable on said principal Note for and during said Extended period, all bearing date February 8th 1894 and payable to the Order of this defendant and Cross Petitioner. in 6-12-18-24-30-36-42-48-54 th 60. Months after said last Named date, respectfully Each for the Sum of $72 00 With Eight per Cent interest after Maturity, and that in Consideration of the granting of said Extention The said Francis M. Taylor did then and there Execute to the Plaintiff his Certain Ten Coupons interest Notes accordingly

That Said Extention Agreement is made in writing, and a true copy of which is filed herewith, and Made a part hereof Marked Exhibit A, as full as if the Same were herein at this place incorporated

That it further Stipulated and agreed in and by said Extension agreement, That in the event of Neglect or refusal of the Said Francis M. Taylor to promptly pay during Said Extended period interest payments as they Severally become due, that Said Extension agreement Should be Null and Void, and that Said principal Note as well as all over due and accrued interest Should at once become due and payable, and that Said Mortgage Might be foreclosed;- That the first four Maturing of Said Ten Coupon Interest Notes were paid as they respectively became due, That the last remaining 6. of Said Coupon Interest Notes for Said Extended period are Wholly unpaid Each and all, and this defendant and Cross Petitioner is Still and Now the Legal owner and holder of Said 6. unpaid Coupon Interest Notes, That a true Copy of the fifth of Said Coupon interest Notes is in the Words and figures following To-wit.

$72 00

Maysville O. Febry 8th 1894

Thirty Months after date I promise to pay to the Order of the Connecticut Mutual Life Insurance Company Seventy Two Dollars Negotiable and payable at the office of Said Company in Hartford Connecticut. Value Received with interest at Eight per Cent per annum after Maturity. This Note is payable without grace.

No 5

Francis M. Taylor.

That Said Fifth Coupon interest Note is due and wholly unpaid.

That there is now due this Defendant and Cross Petitioner on Said Coupon interest Note above Set out, from Said defendant, Francis M. Taylor, the Sum of $72 00 with interest on $72 00 at the rate of Eight per Cent per annum from the 8th day of February

1897. for Which amount this Defendant and Cross, Petitioner also asks Judgment.

That by reason of the Non Payment of the last Named Coupon, interest Note at Maturity, the Said Extension agreement is null and Void according to the terms therein, and Said principal Note Set out in the first Cause of Action is now due and payable.

For a Third Cause of Action This Defendant and Cross Petitioner Says:= That all Allegations and averments Made in respect to Said Promissory Note Set forth in its First and Second Causes of Action, are hereby Made a part of this its Third Cause of Action

That in Order to Secure the payment of Said Promissory Notes. Set forth in its Said 1st and 2nd Causes of Action, and the interest accruing thereon the Said Defendant. Francis M. Taylor and Alice A. Taylor his Wife Executed, acknowledged and delivered to Said This defendant and Cross Petitioner, The Conn Mutual Life Ins Co, their Mortgage Deed, on Said 8th day of February A.D. 1897, and thereby Conveyed to Said This defendant and Cross Petitioner, its Successors and assignes forever, the following described Premises. Lands and Tenements to wit

Situate in the Township of Scioto. County of Delaware and State of Ohio. and also in the Township of Dover. County of Union, and State of Ohio, And known as being part of Virginia Military Survey No 5501, and More particularly described as follows, To-wit.

Beginning at a Red Oak in the East line of Said Survey No 5501: Thence with the lines of lands formerly owned by, Blathard & Guy. South 85° West 120. poles to a Red Oak Sugar and Elm Southeast Corner to Wm H. Andrews land; Thence with the lines of Said land North 9° 20' West 49. poles to a hickory: Thence North 80° East 26 60/100 poles to a Stake: Thence North 10° West 66. poles to a Stone in the Center of the Marysville and Delaware Road: Thence with Said Road South 70° West 26 50/100 poles to a Stone in the Center of Said Road; Thence North 9° 20' West. 73 poles to an Ash and Ironwood North East Corner to Said Wm H Andrews land, in the North line of Said Survey No 5501. Thence with the Said line. South 88° East 121. poles to an Iron wood. Sugar and Swamp Beech. North East corner to Said Survey No 5501. Thence with the east line of the Same South 10° East 164. poles to the place of beginning Containing 120 acres.

The Said Defendant. Alice A. Taylor wife of Said Francis M. Taylor joined her Said Husband in the Execution, acknowledgment and delivery of Said Mortgage deed. and thereby did Remise, Release And Forever quit claim unto the Said Defendant and Cross Petitioner its Successors and assigns forever all her right and title of Dower in and to the above described premises

On the 21st day of February A.D. 1897. at 1. O'Clock P.M. of Said day Said Mortgage deed was left for Record in the office of the Recorder of Said Delaware County, and the Same was duly Recorded by him in Volume 38. Page 864 of the Records of Mortgage Deeds, on the 21st day of February A.D. 1849. That on the 23rd day of February, 1849. at 9-25. O'clock A.M. of Said date The Said Mortgage was left for Record in the Recorders Office of Union County Ohio and the Same was Recorded by him in in Volume 27. Page 418. of Records of Mortgage deeds on the 22nd day of February 1849

Said Mortgage deed has a Certain Condition thereunder Written. That if the Said, Francis M. Taylor and Alice A. Taylor their heirs assigns. Executors or Administrators, Shall well and pay Said Promissory Notes, and the Interest accruing thereon, according to the tenor and effect thereof as aforesaid. the Same to be Void. Otherwise to be and remain in full force and Virtue in law,

The Condition of Said Mortgage Deed has been broken, and the Same has become absolute by the Non payment of the Said Promissory Notes... and the Interest accruing thereon.

The Defendant, and Cross-Petitioner by Virtue of Said Mortgage Deed has a good and Valid Claim Upon the premises therein described, Which is the first and best Lien thereon from Said time of filing, and all allegations Made by any person, or any pleadings in this Case to the Contrary, are false and untrue. = Wherefore the defendant and Cross Petitioner. Said The Connecticut Mutual Life Insurance Company prays a Judgment against the defendant

Francis M. Taylor for said Sum of $2400.00 as set up in its first cause of action and for said of $72.00 as set up in its Second Cause of action herein Making the Sum of $2472.00 for which Sum with interest thereon from the 8th day of February 1897 at the rate of 8. per centum per annum This Defendant and Cross Petitioner prays Judgment, and that said Mortgage be foreclosed and: Wherefore The Connecticut Mutual Life Insurance Company this Defendant and Cross Petitioner. Prays that the priority of the Several Liens on said Mortgaged premises May be Established; that the said premises may be ordered to be Sold according to law that the proceeds of Such Sale may be applied first to the payment of taxes, if any are due on said premises; Second to the payment of the costs of this Action, and third, to the payment of this Defendant. and Cross Petitioners lien in its proper order of priority, and if said premises Should Not Sell for Sufficient to Satisfy said Defendant, and Cross Petitioner lien that an Execution issue, as upon Judgments at Law for any unsatisfied balance; and that it may have Such other and further relief as in Equity it may be Entitled to.

J. H. Kinkade and Holstein
Bonnett & Hubbard its Attorneys

Extention Agreement
Copy Exhibit "A"

Whereas on the 8th day of February A.D. 1887: The Connecticut Mutual Life Insurance Company of Hartford Connecticut loaned to Francis M. Taylor the Sum of Twenty four Hundred Dollars ($2400.00) to Secure the payment of Which the Said Francis M. Taylor Executed a note for Said Sum of Money due and payable on the 8th day of February A. D. 1894 at the office of The Connecticut Mutual Life Insurance Company in the City of Hartford, and State of Connecticut, and further Secured the repayment of Such loan and Note by a duly executed and acknowledged Mortgage Deed which is recorded in the Recorders Office of Delaware and Union Counties Ohio in Book 38, page 36. per Said Delaware County Ohio and Book 27 page 148 per Said Union County Ohio. and to which Note and Mortgage Deed reference may be had, and upon which principal note there remains Now Unpaid the Sum of Twenty four Hundred Dollars, ($2400.00)

And Whereas the Said Francis M. Taylor is now the legal owner of the premises described in Said Mortgage deed and has Made Application to the Said The Connecticut Mutual Life Insurance Company to Extend the time of Said Unpaid Sum for five (5) years from the Maturity thereof: Said Sum to bear interest at the rate of Six per Centum per annum payable Semi Annually on the 8th days of August and February during Such Extended term of payment, and until paid, according to Ten (10) interest Notes Signed by him, and has further agreed, and does hereby agree to well and truly and promptly observe, fulfill, keep and perform, all and Singular the other covenants and agreements on his part in Said Mortgage Deed Contained, and agreed to keep and perform according to the true intent and meaning Thereof

And Whereas Alice A Taylor wife of Said Francis M. Taylor Joins herein and Consents to this Extension.

Now Therefore, The Said The Connecticut Mutual Life Insurance Company. in Consideration of the Covenants, and agreements on the part of Francis M. Taylor hereinbefore Contained, the prompt and faithfull performance whereof is a condition precedent, and time being the essence of this Contract, hereby agrees to Extend the time of payment of the indebtedness Secured by Said Mortgage Deed until the Eighth day of February 1899, Subject however to the privilege of Making payments in Sums of $100.00 or any Multiple thereof at any interest pay day, and in the Event of Neglect or refusal by the Said, Francis M. Taylor to promptly pay, during Such Extended term, the interest payments as they Severally became due, and the principal Sum Upon

Copy Exhibit "A"

No 7073
Decree and Order in favor of the Conn Mutual Life Ins Co

Copy Exhibit "A"

the the expiration of Such Extended term, or to Keep and perform all of the Covenants and agreements in Said Mortgage Deed Contained, then this agreement Shall be Null and Void, and Said principal Note as well as all overdue and accrued interest or any other indebtedness, owing under the provisions of Said Mortgage Deed, Shall at once become due, and payable, and the Said, The Connecticut Mutual Life Insurance Company Shall have full power and authority to proceed according to the terms and Conditions of Said note and Mortgage Deed in as full and ample a Manner as if this agreement had not been Made. Nothing herein Shall be Construed to release or discharge the Said, Francis M. Taylor from Liability upon Said Note or Mortgage Deed, this instrument being taken as Collateral and additional Security thereto

In Witness Whereof, the Said The Connecticut Mutual Life Insurance Company, has by its duly authorized Secretary Signed and Sealed this instrument this 28th day of February A.D. 1894

(Seal)

The Connecticut Mutual Life Insurance Company
By Edward M. Bennett Secretary

We hereby accept the within conditions upon which Said Extention is granted, and agree to carry out the the provisions of this agreement; and if we fail in So doing in any respect we hereby authorize the holder of Said Notes and Mortgage Deed to proceed according to the provisions of Said Mortgage Deed the Same as if the above agreement had not been Made.

Signed in Presence of
Burnam C. Bales
Lee E. Taylor

Francis M. Taylor (Seal)
Alice A. Taylor (Seal)

Exhibit "A"

The State of Ohio
Union County ss

J. H. Kinkade being duly Sworn Says that he is one of the Attorneys of record of the Said Defendants and Cross Petitioner The Connecticut Mutual Life Insurance Company, that Said defendant Company is a Corporation organized under and by Virtue of the laws of the State of Connecticut having its principal office and place of business at Hartford in Said State that the officers and general Manager of Said Company are not residents of the State of Ohio and are now absent from the County of Union and State of Ohio, and that the Matters and things Alleged and Set forth in the within and foregoing Petition are true as he verily believes

J. H. Kinkade.

Sworn to Said J H Kinkade before me, and by him Subscribed in my presence this 8th day of March A.D. 1897

J N Gosnell Clerk
By Jno A Gosnell Deputy

May 5th 1897: Entry. Decree and order in favor of the Conn Mutual Life Ins. Co. filed Do-sit-

No 7073

Decree and Order in favor of the Conn Mutual Life Ins Co

Court of Common Pleas
Entry and Decree and Order in favor of the
Connecticut Mutual Life Insurance Co

The State of Ohio
Union County ss

Kleetwood Courtright Plaintiff
vs
L J Taylor et al. Defendants

This day this cause came on to be heard by the Court upon the amended answer and Cross Petition of the Connecticut Mutual Life Insurance Company the Said Plaintiff Kleetwood Courtright and the Said defendant the Said Francis M. Taylor, his wife Alice A Taylor, and all of the Said other defendants being in default for answer demurrer or other pleadings to this Said amended answer and Cross Petition

and the Court having heard the Evidence adduced, and being fully advised in the premises doth find: 1st all and Singular the Statements contained in said amended Answer and Cross Petition of the said, The Connecticut Mutual Life Insurance Company to be true:- 2nd That there is now due to the said, The Connecticut Mutual Life Insurance Company, from the said defendant, Francis M. Taylor upon the said Promissory Notes in said amended answer and Cross Petition in said first and Second Causes of action therein set forth, the Sum of Two Thousand five Hundred and Eleven (2511) dollars, which is entitled to draw interest at the rate of 8 per centum per annum from the first day of the present Term of this Court to-wit- from April 19th 1897

The Court further finds that to Secure the payment of said Notes, and said Sum, the said defendants Francis M. Taylor, and Alice A. Taylor executed and delivered to the said defendant, The said The Connecticut Mutual Life Insurance Company, their certain Mortgage deed, as in said Amended answer, and Cross Petition set forth, upon the following described premises to-wit:- Situate in the Township of Scioto County of Delaware and State of Ohio, and also in the Township of Dover County of Union and State of Ohio, and known as being part of Virginia Military Survey No 5101, and more particularly described as follows, to-wit:

Beginning at a Red Oak in the East line of said Survey No. 5501; thence with the line of lands formerly owned by Blathard and Guy, South 85° West 120. poles to a Red Oak, Sugar and Elm. South East Corner to Wm H. Andrews land; thence with the line of said land, North 9° 21' West 49 poles to a Hickory; thence North 80° East 26 60/100 poles to a Stake; thence North 10° West. 66. poles to a Stone in the Center of the Marysville and Delaware Road; thence with said Road South 70° West 26 60/100 poles to a Stone in the Center of said Road; thence North 9° 20' West 73. poles to an Ash and Ironwood, North East Corner to said Wm H. Andrews land, in the North line of said Survey No 5501; thence with the said line South 88° East 121. poles to an Ironwood Sugar and Swamp Beech North East Corner to said Survey No. 5501; thence with the East line of the same South 10° East 168 poles to the place of beginning Containing 120 acres

That said Mortgage deed was duly Recorded in Volume 88. page 364. of the Mortgage records of Delaware County Ohio, and in Volume 27. page 418. of the Mortgage record of Union County Ohio, and is the first and best lien on said premises, and that the condition in said Mortgage has been broken

It is therefore Considered by the Court that the said, The Connecticut Mutual Life Insurance Company, Recover from the defendant Francis M. Taylor the said Sum of $2511 00 with 8. per Cent interest from April 19th 1897, as hereinbefore found due said Company, and it is further Considered Ordered and decreed by the Court that Unless said defendants, Francis M. Taylor and Alice A. Taylor shall within 3. days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the Costs in this, and to the defendant, The said, The Connecticut Mutual Life Insurance Company the Sum of $2511 00 So found due as aforesaid with interest thereon at the rate of 8. per centum per annum from April 19th 1897;

The Equity of redemption of the said Francis M. Taylor, and Alice A. Taylor be foreclosed, and the said premises be Sold, and that an order of Sale issue therefor 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

J. H. R

No 7073 Entry

May 5th 1897. The following Entry for Continuance was filed To-wit.

Fleetwood Countright
vs
Le J. Taylor et al

Entry

Continued

No 7073 Order of Sale

No 7073 Praecipe for Order of Sale

May
Fleetw
L. J. T
Case
Petition

May. 18th 1897. The following Precipe for order of Sale was filed with the Clerk to-wit

No 7078
Precipe for
Order of Sale

Fleetwood Centright Plaintiff
vs
L. J. Taylor et al. Defendants

Court of Common Pleas, Union County Ohio
Marysville Ohio May 18th 1897
To the Clerk of Said Court

Issue order of Sale in the above
Case to the Sheriff of Union County returnable according to law, on decree and cross
Petition of Connecticut Mutual Life Insurance Company

J. H Kinkad Attorney for the
Connecticut Mutual Life Insurance Company

May 18th 1897. The following Order of Sale was issued and delivered to the Sheriff To-wit.

No 7075
Order of
Sale

The State of Ohio
Union County ss

Order of Sale.

To the Sheriff of Said County - Greeting

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in Said County of Union on the 5th day of May 1897, The Connecticut Mutual Life Insurance Company obtained a Judgment and Decree against, Francis M. Taylor and Alice A Taylor for the Sum of Two Thousand, Five Hundred and Eleven Dollars, and Thirty two 00/100 Dollars, costs of Suit.

And, Whereas, it was then and there by Said Court ordered, adjudged and decreed, That the Said Francis M. Taylor and Alice A. Taylor within 3 days from the 5th day of May A.D. 1897, pay unto the Said, The Connecticut Mutual Life Insurance Company the Said Sum of Two Thousand Five Hundred and Eleven Dollars, with interest from the 14th day of April 1897, and Costs aforesaid; and on 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 3 days aforesaid have fully expired, and the Said Sum of, Two Thousand, Five Hundred and Eleven Dollars, and Costs aforesaid, have not been paid, or any part thereof, as appears to us of record,

We therefore Command you, that you proceed, without delay, to appraise, advertise, and Sell according to the Statute regulating Judgments and Executions at Law the following lands and tenements, Situate in the Township of Scioto, County of Delaware, and State of Ohio, and also in the Township of Dover, County of Union and State of Ohio, and known as being part of Virginia Military Survey No. 6501, and More particulary described as follows, To-wit,

Beginning at a Red Oak in the East line of Said Survey No 6501; Thence with the line of lands formerly owned by Blathard & Guy, S. 85° W. 120 poles to a Red oak, Sugar and Elm S. E Corner to Wm H. Andrews land; Thence with the lines of Said land N. 9° 20' W. 49 poles to a Hickory; Thence N. 80° E. 24 50/100 poles to a Stake; Thence N. 10° W. 66 poles to a Stone in the center of the Marysville and Delaware road; Thence with Said road S. 70° W. 26 50/100 poles to a Stone in the center of Said road; Thence N. 9° 20' W. 75 poles to an Ash and Ironwood, N.E Corner to Said Wm Andrews land in the N. line of Said Survey No 6501; Thence with the Said line S. 88° E 121 poles to an Ironwood, Sugar and Swamp Beech N.E. Corner to Said Survey No 6501. Thence with the E line of the same S. 10° E. 168 poles to the place of beginning, containing 120 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,

(Seal) Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 18th day of May A.D. 1897

J. N. Gamble Clerk

By Jno A Gamble Deputy

June 19th 1897. The following return was made by the Sheriff on Order of Sale To-wit.

No 7073 Sheriffs Return on Order of Sale.

The State of Ohio } ss
Union County }

Sheriffs Return

Sheriffs Fees:		
Service		25
Levy		25
Sum. Appra	1	20
Swear Appra		25
Conveying Appra	1	50
Writing Apprisal		25
Copy of Apprisal		25
Notice to printer		25
Mailing Notice		25
Mileage	1	12
Poundage	36	20
Return		25
Total Sheriff	42	02
Appraisers Fees	3	00
Printers Fees	17	25

In Obediance to the command of the Order of Sale hereto annexed I did on the 19th day of May 1897. Summons J. C. Reagle Thos M. Brannon and Dyer Reed, Three disinterested freeholders, residents of Said County who were by me duly Sworn to impartially appraise the lands and tenements therein described upon actual view, and afterward on the 19th day of May A.D. 1897 Said Appraisors returned to Me Under their hands and Seals that they did, Upon actual view of the premises estimate and appraise the real Value in Money of the Same at, Three Thousand Nine Hundred and Sixty Dollars; A Certified Copy of Said Appraisal, I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of Said County, And on the 19th day of May 1897. 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 19th day of June A.D. 1897, at one O'clock P.M. of Said day; And having advertised the Said lands and tenement 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 19th day of June A.D. 1897, at the time and place above Mentioned proceed to offer Said lands and tenements at public Sale and then and there came Clara M. Bloomer who bid for the Same the Sum of Three Thousand one Hundred and Twenty Dollars, and Said Sum being More than two Thirds of the appraised Value thereof, and Said Clara M. Bloomer 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 Thousand one Hundred and Twenty Dollars

J. Ed. Robinson Sheriff.

June 18th 1897. Notice of Sheriff Sale, and Proof of Publication filed To-wit

No 7074 Notice of Sheriff Sale and Proof of Publication

Fellwood & Courtright }
vs
L. J. Taylor et al }

Sheriffs Sale
on order of Sale
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 for Sale at the North door of the Court House in Marysville, Ohio. on Saturday June 19th 1897 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 Scioto, County of Delaware and State of Ohio, and also in the Township of Dover, County of Union and State of Ohio, and known as being part of Virginia Military Survey No 6501 and More particularly described as follows, To-wit:- Beginning at a Red Ark

in the east line of Said Survey No 5501: Thence with the line of lands formerly owned by Blathard and Guy, South 45° West 120. poles to a Red Oak, Sugar and Elm. Southeast Corner to William H. Andrews land: Thence with the line of Said land North 4° 20' West 49 poles to a Hickory: Thence North 80° East 26 20/100 poles to a Stake: Thence North 10° West 66. poles to a Stone in the Center of the Marysville and Delaware Road: Thence with Said Road South 70° West 26 50/100 poles to a Stone in the Center of Said Road: Thence North 4° 20' West 73. poles to an Ash and Ironwood, Northeast Corner to Said William H. Andrews land in the North line of Said Survey No 5501: Thence with the Said line South 88° East 121 poles to an Ironwood, Sugar, and Swamp Beech, Northeast Corner to Said Survey No 5501; Thence with the east line of the Same, South 10° East 168 poles to the place of beginning Containing 120. acres

Appraised at $83 per acre
Terms of Sale Cash.

J. Ed Robinson Sheriff Union County Ohio
May 19th 1897. -5.00

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 May 19th 1897

W. O. Shearer

Sworn to and Subscribed before Me. This 18th day of June 1897

Printers Fees $ 17.25

J N Gemell Clerk

June 21st 1897. The following Entry Confirmation and Distribution filed To-wit.

No 7073
Entry of Confirmation and Distribution

Fleetwood Courtright - Plaintiff
vs
L. J. Taylor et al Defendants:

Court of Common Pleas Union County Ohio
Entry Confirmation and Distribution.

On Motion of the defendant and Cross Petitioner, The Connecticut Mutual Life Insurance Company, and on producing the return of the Sheriff of the Sale Made under the former order of this Court, and the Court, on confuse 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 Clara M. Bloomer 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, in Said Premises so far as they may be paid herein, for the protection of the 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 of the Connecticut Mutual Life Insurance Company herein Sued on to be Entered on the record thereof, in the office of the Recorders of Union and Delaware Counties Ohio

And the Court coming now to distribute the proceeds of Said Sale, amounting to $3120.00: it is ordered that the Sheriff out of the Money in his hands Pay:= First to the Treasurers of Union and Delaware Counties the Taxes, Penalty and interest against Said property to-wit the Sum of $ 94 47/100.

Secondly The Costs of this action; Thirdly To the Cross Petitioner The Connecticut Mutual Life Insurance Company the Amount heretofore found due Said Cross Petitioner, with 8% interest thereon from April 19th 1897 To-wit $2548 40

And that the Said Sheriff hold the balance of the Said purchase money Subject to the further order of this Court:= And by leave of this Court leave to plead within 30 days is granted to E. J. Rogers, and also to George Rucker, and thereupon this Cause is continued for further Order

No 7073
Answer and Cross Petition of Elizabeth J. Rogers

June 29th 1897. Answer and Cross Petition of Elizabeth J Rogers files as follows To-wit.

Fleetwood Courtright
vs
L. J. Taylor et al

Common Pleas Court of Union County Ohio
Answer and Cross Petition of Elizabeth J. Rogers.

Now Come the Said Elizabeth J. Rogers and having first obtained leave of the Court. files this her answer and Cross-Petition

First Cause of defense:= Defendant Says that on or about the 21st day of November 1894 the defendant F. M. Taylor. duly executed and delivered to this defendant his one certain promissory Note of that date for the Sum of One Hundred and Forty (140^00) Dollars. with interest at the rate of Seven per cent. per annum. a copy of which Note is as follows with all Credits and indorsements thereon

Copy

November 21st 1894

One year after date I. promise to pay the order of E. J. Rogers the Sum of One Hundred and Forty Dollars with 7. per cent interest-

F M Taylor.

That the following Credits is writen on Said Note Nov 21st-$9.80/100 interest paid. Dec 20th 1897. $9.80/100 int paid. May---1898 $9.80/100 int paid. $9.80/100 int paid. May 1st. 1899. $9.80/100 int paid. July 6th $9.80/100 int paid. April 2nd 1898 $9.80/100 int paid= ~~June~~ May 1st 1894 $9.80/100 int paid- June 14th 1895 $9.80/100 int paid. That there are no indorsements on Said Note.

Second Cause of action.= This Answering defendant Says: That on or about the 16th day of February 1895. the Said defendant. F. M. Taylor. duly executed and delivered to this answering defendant his one Certain promissory Note of that date for the Sum of Two Hundred Dollars with interest at the Rate of Seven per cent. from date. A. Copy of which note is as follows with all credits and indorsements thereon.

Copy

$200^00. February 16th 1895.

One year after date I. promise to pay. E. J. Rogers the Sum of Two Hundred Dollars with 7. per cent interest.

F. M. Taylor

That the following Credits are on Said Note:- May 24th $24^00 rec'd on Said Note. March 14th 1887. $14^00 rec'd on Note May-- 1888 $14^00 rec'd. on Said Note. January 24th 1889 $14^00 rec'd on Said Note. May. 5th 1891. $14^00 rec'd on Said Note. July 6th 1892. $14^00 rec'd on Said Note. May 6th 1894. $14^00 rec'd on Said Note June 14th 1895. $14^00 rec'd on Said Note.
That there are no indorsments writen on Said Note.

Third Cause of defence

This answering defendant further Says: That to Secure the payment of Said promissory Notes the Said F. M. Taylor duly Executed. acknowledged. and delivered to this Said defendant. his one Certain Deed of Mortgage. thereby conveying to her. this defendant. in fee Simple the lands and Tenements described in the answer and cross-Petition of Connecticut Mutual Life Insurance Company of. Hartford. Connecticut. That Said Mortgage was duly presented for record at the Recorders office of the County of Delaware. on the 28th day of December. 1895. at 8. o'clock and. 55 Min P M. and was afterward Recorded in Vol. 49. Page 549. of the Records of Mortgages of Said County of Delaware. and State of Ohio:= That Said deed of Mortgage has a condition thereunder written. that if Said Mortgage was not paid. then and in that event Said Mortgage Should become absolute. and subject to foreclosure.

That Said Notes described in the 1st and 2nd Cause of action herein, are Wholly Unpaid, and thereby Said Mortgage has become absolute, and this owner Elects to foreclose.

Wherefore, Said answering defendant, asks Judgment against the defendant, F. M. Taylor for the Sum of Three Hundred and Forty ($340.00) Dollars with interest at the rate of Seven per Cent. per Annum, from the 18th day of June A.D. 1895. and that Said premises be Sold as upon Execution, to Satisfy the Judgment So to be obtained, and that the rights and liens of the Said Connecticut Mutual Life Insurance Company, the Said Fleetwood Courtright, and the Said George Beecher, and the Said Alice Taylor be Marshaled by the Court, and for all and proper relief, which equity and good conscience may dictate,

W. W. Merchant Attorney for Elizabeth J. Rogers.

State of Ohio Union County ss }

W. W. Merchant being first duly Sworn, according to law Says: that he is the duly authorized Attorney of the Said Elizabeth J. Rogers in the premises; That Said Cross-Petition is on a Contract in writing, that Said Written Contract is in his, this affiants possession, that the facts Stated and allegations made, are, as he verily believes True

W. W. Merchant,

Sworn to before Me and by the Said Affiant, Subscribed in My presence this 29th day of June A.D. 1897

(Seal)

Jno A Gorrell Deputy Clerk

August 14th 1897: The following Answer and Cross-Petition of George Beecher filed To-wit:

Fleetwood Courtright Plaintiff
vs
S. J. Taylor, et al Defendants

Court of Common Pleas, Union County, Ohio.
Answer and Cross-Petition of George Beecher.

Now Comes the defendant, George Beecher, and, leave first being granted, by the Court, for Answer and Cross-petition, Says:

That on or about the 24th day of March, 1891, the defendant, F. M. Taylor duly Executed and delivered to J. G. & J. F. Dellinger, or order, his one Certain promissory Note, of that date, for the Sum of Seven Hundred and Fifty Dollars, with Six per Cent interest from date. A Copy of Which Note, with all Credits and indorsements, thereon is as follows, to-wit

$750.00

Marysville, Ohio, March 24th 1891

One year after date, for Value Received, we or Either of us, promise to pay to J. G. & J. F. Dellinger, or order, Seven Hundred and Fifty Dollars, at Marysville, Ohio, with Six per Cent. after date, and I hereby dispense with demand of payment, protest and Notice of Non-payment of this Note, and authorize any attorney at law to appear for us, or either of us, at any time after the Same Shall become due, in any Court of record in the State of Ohio, or elsewhere, and waiving the issuing and Service of process, to confess judgment against us, or either of us, in favor of the holder or holders of this Note, for the Amount of Said Note, and interest on the Same, at the rate of Eight per Cent. per annum, payable annually, after the Same Shall become due, together with Costs of Suit, and Release all Errors and Writs of Error, and waive the Stay of Execution, and all the rights of Appeal in his behalf

F. M. Taylor.
George Beecher.

The following Credits are written on Said Note; Interest paid to March 24th 1892;-- Interest paid to March 24th 1893;--Interest paid to March 24th 1895.--Paid April 4th 96. One Hundred Dollars.--Paid June. 20th 96. One Hundred Dollars--Paid Dec. 9th 96 Three Hundred Eighty Nine Dollars;---Mar 24th 1897. Balance of Two Hundred

and Sixty four Dollars, and 19 Cents. paid by George Beecher
J.E. Griffith Atty for J.G.H. J.F. Dellinger

That there are No indorsements on Said Note

This Answering defendant. Says: That he is only Surety on Said promissory Note Set forth in this answer and Cross-Petition and as Such Surety he paid the Sum of $659 19/100 of Said promissory Note, as evidenced by the two last Credits written on Said Note, as aforesaid, to wit; the Credit of $385 00 Made on the 9th day of Dec. 1896, and the Credit of $264. 19/100 Made on the 2nd day of March, 1897, Total Amount paid by this Answering defendant, as Surety for the Said T.M. Taylor, being $659. 19/100, and which this answering defendant George Beecher, Says that he paid in full as aforesaid, and that the Said T.M. Taylor has utterly failed to pay him this answering defendant, any part of Said Sum, as aforesaid.

Second Cause of defense

This Answering defendant further Says: That to Secure this Answering defendant against the payment of Said Note (and another Note for the Sum of $1100 00, with interest at the rate of Seven per Cent. per Annum payable to Henry Sperry, but Now owned by Julia A. Hart, and which Note is past due and unpaid, and on which this Said Answering defendant is Surety, only) the Said defendant, T.M. Taylor, duly executed, Acknowledged, Signed and delivered to this defendant his one Certain deed of Mortgage, thereby Conveying to him this defendant, in fee Simple, the premises described in the Answer and Cross-Petition of the Connecticut Mutual Life Insurance Company, of Hartford Connecticut a defendant in this Action

This Answering defendant further Says: That Said deed of Mortgage was duly delivered to the Recorder of the County of Delaware at his office in Delaware on the 28th day of Dec 1895. at 3. O'Clock, and 65 Minutes P.M, and was afterward Recorded in Volume 49, Page 548. of the Records of Said County of Delaware, State of Ohio.

That Said deed of Mortgage has a condition thereunder written, that in case the Said T.M. Taylor Should well and truly pay Said Note, as Set forth in the first Cause of defense herein, and Save this defendant harmless, then and in that Event, this deed of Mortgage Should be Void but otherwise it Should remain in full force and Virtue in law forever; This Answering defendant, further Says; That the Said T.M. Taylor has failed to pay Said promissory Note Set forth in the first Cause of defence herein, and by reason thereof this said defendant has been obliged to pay Said promissory Note, as aforesaid, and by reason thereof this said deed of Mortgage has become absolute, and the conditions thereof are broken.

This Answering defendant Says; That there is due him, from the defendant, T.M. Taylor the Sum of $385 00 with interest from the 9th day of Dec. 1896, and $264 19/100 with interest from the 2nd day of March, 1897.

Wherefore, this defendant asks judgment against the defendant, T.M. Taylor, for the Sum of $385 00 with interest from the 9th day of Dec. 1896, and $264 19/100, with interest from the 2nd day of March, 1897. That Said Lands be Sold and that Said Liens be Marshaled by the Court, and for all and proper relief

W.W. Merchant Attorney for George Beecher defendant.

State of Ohio } ss
Delaware County }

George Beecher, being first duly Sworn according to law Says: that the facts Stated and Allegations Made in his foregoing Answer and Cross-Petition are as he verily believes true

George Beecher

Sworn to before Me and by the Said George Beecher, Subscribed in my presence this 11th day of August 1897.

Robert McCleery Notary Public

June 29th 1897. The following Answer and Cross petition of Elizabeth J. Rogers was filed

Ans and Cross petition of Elizabeth J Rogers

Fleetwood Courtright vs Le J. Taylor et al | Answer and Cross Petition of Elizabeth J. Rogers.

Now Comes the said Elizabeth J. Rogers, and having first obtained leave of the Court files this her answer and Cross-petition

First Cause of defence

Defendant Says: That on or about the 21st day of November 1894 the defendant, F. M. Taylor, duly executed and delivered to this defendant his one Certain promissory Note of that date for the Sum of One Hundred and Forty (140.00) Dollars, with interest at the rate of Seven per cent per annum, a Copy of which Note is as follows, with all Credits and indorsements thereon.

Copy November 21st 1894

One year after date I promise to pay the order of E.J. Rogers the Sum of One Hundred and Forty Dollars with 7 per cent interest-

F. M. Taylor

That the following credit is written on said Note, Nov 21st $9 80/100 interest paid, Dec 20th 1887 $9 80/100 int paid. May---- 1888 $9 80/100 int paid $9 80/100 int. paid, May 1st 1891, $9 80/100 int. paid July 6th $9 80/100 int paid April 2nd 1893, $9 80/100 int paid May 1st 1894, $9 80/100 int paid June 18th 1895, $9 80/100 int paid: That there are no indorsments on said Note,

Second Cause of defence

This answering defendant Says: That on or about the 16th day of February 1885, the said defendant, F. M. Taylor, duly executed and delivered to this answering defendant his one Certain promissory Note of that date for the Sum of Two Hundred Dollars, with interest at the rate of Seven per cent, from date a Copy of which note is as follows, with all Credits and indorsements thereon,

Copy Febrny 16th 1885 $200.00

One year after date I. promise to pay E. J. Rogers the Sum of Two Hundred Dollars with 7 per cent interest-

F. M. Taylor,

That the following Credits are on said Note--- May 24th $24.00 rec'd on said Note March 4th. 1887. $14.00 rec'd on Note. May --- 1888 $14.00 rec'd on said Note, January 24th 1889. $14.00 rec'd on said Note. May 5th 1891. $4.00 rec'd on said Note. July 6th 1892. $14.00 rec'd on said Note. May 5th 1894. $14.00 received on said Note. June 18th 1895 $14.00 rec'd on said Note: == That there are No indorsments Writen on said Note

Third Cause of defence.

This answering defendant further Says: That to Secure the payment of said promissory Note the said F. M. Taylor duly executed, acknowledged and delivered to this said defendant, his one Certain deed of Mortgage, thereby conveying to her, this defendant, in fee Simple the lands and tenements, described in the Answer and Cross-petition of Connecticut Mutual Life Insurance Company of Hartford Connecticut. That said Mortgage was duly presented for record at the Recorders Office of the County of Delaware, on the 28th day of December, 1895, at 3. O'clock and 55 Min P.M. and was afterward recorded in Vol 49. page 549. of the Records of said County of Delaware, and State of Ohio; == That said deed of Mortgage has a Condition thereunder Writen, that if said Mortgage was not paid, then and in that event said Mortgage

Should become absolute, and Subject to foreclosure; = = That Said Notes described in the 1st & 2nd Causes of Action herein, are wholly Unpaid, and thereby Said Mortgage has become absolute and this crossClaim Elects to foreclose.

Wherefore, Said Answering defendant, asks Judgment against the defendant F M. Taylor for the Sum of Three Hundred and Forty ($340.00) Dollars, With interest at the rate of Seven per Cent. per annum, from the 18th day of June A.D. 1895. and that Said premises be Sold as upon Execution, to Satisfy the Judgment So to be obtained, and that the rights and liens of the Said Connecticut Mutual Life Insurance Company, The Said Electiwood Courtright, and the Said George Beecher, and the Said Alice Taylor, be Marshaled by the Court, and for all and proper relief which Equity and good Conscience May dictate.

W. W. Merchant Attorney for Elizabeth J Rogers.

State of Ohio
Union County ss

W. W. Merchant, being first duly Sworn according to law, Says: that he is the duly authorized Attorney of the Said Elizabeth J. Rogers in the premises, that Said Cross-petition is on a Contract in writing, that Said written Contract is in his, this Affiants possession, that the facts Stated and allegations Made, are, as he verily believes true

W. W Merchant

Sworn to before me and by the Said Affiant, Subscribed in my presence this 29th day of June A.D. 1897

(Seal) Jno A Garrell Deputy Clerk

No 7073
Ans and Cross petition of George Beecher

August 14th 1897. The following Answer and Cross petition of George Beecher was filed

Electiwood Courtright
vs
L J. Taylor et al

Answer and Cross-petition of George Beecher

Now Comes the defendant George Beecher, and, Leave first being granted by the Court, for answer and Cross-petition, Says:

That on or about the 24th day of March 1891. the defendant, F M. Taylor duly executed and delivered to J. G. & J. F. Dellinger, or order his one certain promissory note of that date for the Sum of Seven Hundred and Fifty Dollars, With Six per Cent. interest from date. A Copy of Which Note, With all Credits and indorsements, thereon, is as follows to wit

$750.00 Marysville Ohio, March 24th 1891

One year after date for Value received, we or either of us promise to pay to J. G. & J. F. Dellinger or order Seven Hundred and Fifty Dollars, at Marysville, Ohio, With Six per cent interest after date, and I hereby dispense with demand of payment, protest and notice of Non-payment of this note, and authorize any Attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of record in the State of Ohio, or elsewhere, and waiving the issuing and service of process, to confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said Note. and interest on the same, at the rate of eight per cent per annum payable annually. after the same shall become due together with Costs of Suit. and release all errors, and writs of Error, and waive the Stay of Execution and all the rights

of Appeal in his behalf ------ F M. Taylor ----- George Bucher

The following Credits are written on the said Note, " Interest paid to March 24th 1895 ---- Paid April 4th 96. One Hundred Dollars. Paid June. 20th 96. One Hundred Dollars -- Paid Dec. 9th 96. Three Hundred Eighty Five Dollars --- Mar 2nd 1897. Balance of Two Hundred and Sixty Four Dollars and 19. Cents. paid by George Bucher

J.E. Griffith Atty for J. G & J. F Dellinger.

That there are no indorsements on said Note

This answering defendant. Says. that he is the only Surety on said promissory Note set forth in this answer and Cross-petition, and as such Surety he paid the Sum of $659 19/100 of said promissory Note as evidenced by the two last Credits written on said Note as aforesaid, to-wit The Credit of $385 00 Made on the 9th day of Dec. 1896, and the Credit of $264 19/100 Made on the 2nd day of March, 1897. Total Amount paid by this answering defendant. as Surity for the said F M. Taylor. being $659 19/100 and which this answering defendant, George Bucher, Says that he paid in full as aforesaid, and that the said F M. Taylor has utterly failed to pay him, this Answering defendant, any part of said Sum as aforesaid.

Second Cause of defence

This Answering defendant further Says: that to secure this answering defendant against the payment of said Note (and another Note for the Sum of $1100 00 with interest at the rate of 7 per cent per annum. payable to Henry Sperry, but Now owned by Julia A. Hart and which Note is past due and unpaid. and on which this said answering defendant is surity only) The said defendant. F M. Taylor duly Executed, acknowledged. Signed and delivered to this defendant his one Certain deed of Mortgage. thereby Conveying to him this defendant. in fee Simple. the premises described in the answer and Cross-Petition of the Connecticut Mutual Leife Insurance Company. of Hartford Connecticut a defendant in this action.

This answering defendant further Says: That said deed of Mortgage was duly delivered to the Recorder of the County of Delaware at his Office in Delaware on the 28th day of Dec 1895. at 3. O'clock and 55 Minutes P M. and was afterward recorded in Vol 49, Page 548 of the Records of Said County of Delaware, State of Ohio.

That Said deed of Mortgage has a condition thereunder written that in case the said F M. Taylor Should well and truly pay Said Note as set forth in the first cause of defence herein, and Save this defendant Harmless, then and in that event this deed of Mortgage Should be Void, but otherwise it Should remain in full force and virtue in law forever.

This answering defendant further Says: that the said F M. Taylor has failed to pay said promissory Note set forth in the first Cause of ~~Defence~~ herein, and by reason thereof this Said defendant has been obliged to pay Said promissory Note as aforesaid, and by reason thereof this Said deed of Mortgage has become absolute, and the conditions thereof are broken

This answering defendant Says: that there is due him from the defendant. F M. Taylor the Sum of $385 00 with interest from the 9th day of Dec. 1896. and $264 19/100. with interest from the 2nd day of March 1897.

Wherefore, this defendant asks judgment against the defendant. F M. Taylor. for the Sum of $385 00 with interest from the 9th day of Dec 1896. and $264 19/100. with interest from the 2nd day of March 1897. that Said lands be Sold and that Said liens be Marshaled by the Court and for all and proper relief

W W. Merchant Attorney for George Bucher. defendant

State of Ohio
Union County } ss

George Bucher being first duly Sworn according to law. Says: that the facts Stated and allegations Made in his foregoing answer and Cross-petition. are so he

No 7073
Entry
Supplimental

George Bucher

Verily believe true

Sworn to before me and by the Said George Bucher Subscribed in my presence
this 11th day of August 1897.

Seal

Robt McCrory Notary Public

Oct 6th 1897 The following Entry was filed in the Clerks Office To-wit

Fleetwood Courtright Plaintiff
vs
L J. Taylor et al. Defendants

Court of Common Pleas. Union County Ohio
Supplimental Journal Entry and Marshaling Liens &c

No 7424
Petition

This day this cause coming on to be further heard on the Cross-petition of the Said Elizabeth J. Rogers and the Said George Bucher on their Mortgage and Notes from the defendant the Said F M. Taylor and the prayer of the Court to Marshal the liens against the Said lands to Sale Under the claim of the Connecticut Mutual Life Insurance Company, and there being no defense interposed against the Said Claims of the Elizabeth J. Rogers and the Said George Bucher. The allegations in their respective answer and Cross-petitions are taken as true, and the Court find that the Said Elizabeth J. Rogers has the next best lien on Said premises Sold, and that the Said George Bucher has the third best lien thereon

And the Court coming Now to distribute the funds remaining in the hands of the Sheriff. Under a former order of this Court. It is Ordered that the Shiff pay

First to the Said Elizabeth J. Rogers the amount of her Claim. to-wit the Sum of Three Hundred and Ninety Four Dollars

Secondly, to the Said George Bucher the balance remaining in his hands to-wit the Sum of Thirty Six and 87/100 Dollars. to be Applied as a Credit upon his Judgment against the Said Defendant. the Said F M. Taylor. And there Still remaining due to the Said George Bucher the Sum of $652.00 It is Considered by the Court, that he Recover the Same from the Said Defendant, F M. Taylor. and Execution is awarded therefor

W W. Merchant Attorney for Elizabeth J. Rogers and Georg. Bucher

Attest J M Gamble Clerk

No 7424
Praecipe for
Summons

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo, Judge of Said Court, of the Term of September, To-Wit: On the 6th day of October in the year of Our Lord One Thousand Eight Hundred and Ninety Seven.

Be it Remembered that heretofore To-Wit, on the 20th day of August A.D. 1897. Emma Sherman filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Salomon Sherman To-Wit.

No 7424
Petition

Emma Sherman, Plaintiff
vs.
Solomon Sherman, Defendant

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

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 26th day of June, 1882, at Marysville, Ohio, She was Married to the defendant.

The following Children were born of Such Marriage, Rosie, Now 15 years of age, Stephen 13 years old, Ida, 8 years old, John 6 years old, and Bertha 3 years old

First Cause of Action

Defendant has been guilty of gross neglect of duty to plaintiff, in this that for five years prior to September 1st 1894 he only partialey provided plaintiff, and Children with the Necessaries of life, though a able bodied Man and able to do So. In September 1894 when their youngest Child was born, and during plaintiffs Confinement the Defendant failed and refused to Either give her proper Care and attention, or have others to do So, though able So to do, and plaintiff was provided with only one Meal per day during her Said Sickness. And Since the 18th day of September, 1894, the defendant has entirely failed and willfully Neglected to provide plaintiff, and her two younger Children with the Common Necessaries of life, So that plaintiff has been Compelled to live upon the Charity of friends, and her own exertions, because of his idleness and Unwillingness to provide, though having the ability to do So.

Second Cause of Action

Defendant was on or about the 25th day of May 1894, and at Numerous other times within five years prior thereto, guilty of Extreme Cruelty toward plaintiff in this, that he Struck and Slapped her and Wrongfully accused her of Unchastity.

Wherefore plaintiff prays that She May be divorced from the defendant, and may be restored to her Maiden Name, Viz: Emma Bonner, that She be decreed the Custody of Said Children and Such other relief as is proper

J. E. Griffith Attorney for Plaintiff

State of Ohio Union County ss:

Emma Sherman the plaintiff herein being duly Sworn, Says She believes the allegations in the foregoing petition are true

Emma Sherman.

Sworn to and Subscribed before me this 20th day of August 1897

Seal

J. W. Tilton Notary Public.

No 7424
Precipe for Summons

Precipe: To the Clerk

Issue Summons and deliver Copy of Petition in this Case to the Sheriff of Union County Ohio returnable according to law: Indorse on Summons: Gross neglect of duty and Extreme Cruelty

J. E. Griffith Attorney for Plaintiff

August 20th 1897. The following Summons was issued to the Sheriff of Union Coty

No 7424 Summons

The State of Ohio, Union County ss

Summons in Divorce

To the Sheriff of Said County

You are Commanded to Notify Solomon C. Sherman that Emma Sherman 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 Extreme Cruelty and gross neglect of duty, and asking that She be divorced from him, and for other relief: Said petition will Stand for hearing during the Term of Said Court Next ensuing, and Six weeks from and after the Service of this writ,

You will Make due return of this Summons on the 30th day of August A.D. 1897.

(Seal) Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 20th day of August A.D. 1897

J McConnell Clerk

By Jno A Connell Deputy

August 24th 1897. The following return was made on Summons To wit,

No 7424 Sheriffs Return on Summons

Sheriffs Fees		
Service		40
Copy		15
Mileage	1	40
Return		25
Total	$ 2	40

Received 10 O'clock A M. on the 21st day of August A D 1897 and on the 23rd day of August A.D. 1897. I Served the Same by delivering a true and Certified Copy thereof. Together with a Certified Copy of the Petition thereof. by leaving Copies at the Usual place of Residence of Solomon C. Sherman

J. Ed Robinson Sheriff.

October 6th 1897. The following Entry granting divorce was filed with the Clerk To-wit.

No 7424 Entry

Emma Sherman Plaintiff. vs Soloman Sherman Defendant. } In the Court of Common Pleas Union County, Ohio

Entry

Now Come 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 demmer to said petition, and that the Allegations thereof are confessed by him to be true; The Court also find from the evidence 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, 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 Sherman and Solomon C Sherman, be and the Same is hereby is dessolved, 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 ordered, confided to the Said Plaintiff,

It is further Considered by the Court that the Plaintiff pay the Costs of this proceeding and Execution is awarded,

Attest J M Connell Clerk

No 7437 Petition

The State of Ohio, Union Co

The Mc Machine Co

Caroline and J.W.

delivered date. Wil thereon.

$50 10

Exhibit "B"

I promise existing City of Ohio. Ohio. T due, and per cent

And action an Ohio. Plain the legal ho note there in error. as follo Mc Comm

Exhibit "A"

Po. B Ohio

Unio

$50 10

I promise and exis business Bank from M Matur

Pleas Continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of said Court of the Term of. September To-wit; on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore To-wit on the 7th day of September A.D. 1897: The Mc Cormic Harvesting Machine Company filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Caroline Whipp, F.M. Whipp and J.W. Whipp To-wit.

No 7437
Petition

The State of Ohio
Union County } ss

Court of Common Pleas

The McCormick Harvesting Machine Company; Plaintiff
vs
Caroline Whipp, F.M. Whipp and J.W. Whipp; Defendants

Petition

The defendants on the 19th day of July A.D. 1894, Executed and delivered to the plaintiff their Certain two joint and Several promissory Notes of that date, With the Warrant of Attorney annexed which Warrant and Notes with all the Indorsements thereon, are hereto attached Marked Exhibit "A" and Made a part of this petition.

Exhibit "A"

$50 100 Richwood Ohio July 19th 1894.

On or before the First day of November 1896 for Value received I promise to pay to the McCormick Harvesting Machine Company (a Corporation organized and existing under the laws of the State of Illinois, and having its Chief office and place of business in the City of Chicago, County of Cook State of Illinois) or Order at Richwood Deposit Bank of Richwood Ohio. Fifty Dollars, with interest at Six per Cent per Annum from November 1st 94 until due, and interest at Eight per Cent per Annum after Maturity until paid, and with Ten per Cent Attorneys fees

And we jointly and Severally do 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 any of the States of Ohio, Waive the issuing and Service of process against us, or either of us, and confess Judgment in favor of the legal holder of the above against us or either of us for the amount that may be due with interest on the note therein Mentioned, and 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. Any motolement of interest, if not paid as folls due Shall bear interest at the Same rate as principal, The Machine remain the property of the McCormic Harvesting Machine Company until paid for.

Witness our hands & Seals

Caroline Whipp (Seal)
F.M. Whipp (Seal)
J.W. Whipp

Po. Byhalia
Union County Ohio

Exhibit "A"

$50 100 Richwood Ohio July 19th 1894.

On or before the First day of November 1896, for Value received I promise to pay to the McCormic Harvesting Machine Company, (a Corporation organized and existing under the laws of the State of Illinois, and having its Chief office and place of business in the City of Chicago, County of Cook State of Illinois) or order at Richwood deposit Bank of Richwood Ohio. Fifty Dollars, with interest at Six per Cent. per annum from November 1st 94. until due, and interest at Eight per Cent per annum after Maturity until paid, and with Ten per Cent Attorney fee.

And we jointly and severally do 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 legal holder of the above against us or either of us for the amount that may be due with interest at the rate thereon Mentioned, and Costs of Suit; and to and release all errors in Said proceedings, Petitions in error and the right of Appeal from the judgment Rendered. Any Installment of interest if not paid as it falls due Shall bear interest at the Same rate as the principal, The Machine remains the property of the Mc Cormic Harvesting Machine Company until paid for,

P.O. Byhilea
Union County Ohio. Witness our hands and Seals

Caroline Whipp (Seal)
W.M. Whipp (Seal)
J.W. Whipp

Said Notes are Unpaid, Except as Shown by Said indorsments, and there is now due the plaintiff on Said Notes the Sume of One Hundred dollars, with interest at the rate Shown by Said Notes herewith filed

Wherefore plaintiff prays judgment against Said defendant for the Sum of One Hundred Dollars with interest thereon Shown to be due by Said Notes

J. R. Millar Attorney for Plaintiff

The State of Ohio Union County ss.

J.R. Millar being Sworn Says that he is the Attorney of Said plaintiff. 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

J.R. Millar

Sworn to by Said J.R. Millar before me, and by him Signed in my presence this 7th day of Sept. A.D. 1897.

(Seal) Jno A. Bromell, Deputy Clerk of Court

September 7th 1897 The following Answer was filed in the Clerks office Ro-wit.

No 7484 Answer

The State of Ohio
Union County ss

The McCormic Machine Company Plaintiff
vs
Caroline Whipp, W.M. Whipp and J.W. Whipp, Defendants

Answer

By virtue of the Warrant of Attorney annexed to and 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 plaintiff against Said defendant, on Said Note for the Sum of One Hundred and Nineteen dollars and Seventy two Cents being the amount appearing due for principal 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.

W.W. Merchant Attorney for Defendant

September 7th 1897 The following Entry was filed in the Clerks Office Vis-wit

The Mc Cormic Machine Company : Plaintiff
VS
Caroline Whiffs et al
Defendants

Judgment Entry
$ 119 72

This day came the Plaintiff, by its attorney; also appeared in open Court, for and on behalf of said defendant. W.W. Merchant an attorney at law of this Court, and by virtue of the Warrant of attorney annexed to the 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 defendants. and in favor of said plaintiff. for One Hundred Nineteen 72/100 Dollars and Seventy two 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 plaintiff Recover of said defendant the Sum of One Hundred Nineteen dollars and Seventy two Cents. being the Amount of said Note with interest Computed at 8. per Cent. per Annum, from the 7th day of A.D. 1897 and also its Costs herein expended Taxed at $ 4 67

Attest J N Gorrell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable. Duncan Dow. Judge of said Court, of the Term of September, to-wit ~~on~~ the 27th day of September in the year of Our Lord One Thousand Eight Hundred and Ninety Seven

Be it Remembered that heretofore. to-wit, on the 24th day of July A.D. 1897 Gertrude Hathaway filed in the Clerks Office of the said Court of Common Pleas. the following Petition against Willis L. Hathaway. to-wit.

No 7405
Petition

Gertrude Hathaway Plaintiff
VS
Willis L. Hathaway. Defendant

Court of Common Pleas Union County Ohio
Petition

I. First Cause of action

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 5th day of September A.D. 1893. at Albany in the State of New York She was Married to the defendant. Defendant has been guilty of habitual drunkenness for three years last past.

II. Second Cause of action

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 5th day of September 1893 at Albany in the State of New York She was Married to the defendant

Defendant for more than a year last past has failed. and wilfully neglected to provide plaintiff with the common Necessaries of life. So that plaintiff has been

Compelled to live upon the Charity of friends and her own exertions, because of his idleness, profligacy and dissipation:- That the Defendant during all of said time has been in good Health earning Money, the Amount of which Sum plaintiff is unable to State, and has during all of said time refused to provide plaintiff with a home or with Clothing or any Care during Sickness, but abandoned the- about the 8th day of September 1896. and She has been Compelled ever Since to depend upon the Charity of friends and her own labor for the Necessaries of life

III. Third Cause of action

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 5th day of September 1893. She was Married to the defendant at Albany State of New York.

Defendant has been guilty of extreme Cruelty towards the plaintiff by using toward and of her vile and profane language, calling her vile Names, and has threatened her with personal Violence.= That his general treatment of the plaintiff was abusive Continuously, by reason of which it was impossible for the plaintiff to live with the Defendant:= That he Violently Jerked the plaintiff about the 25th day of April 1896.

Plaintiff She is unable to State the dates of the extreme Cruelty of the Defendant, more definitely because of their frequency.

Wherefore plaintiff prays that She May be divorced from the defendant and May be restored to her Maiden Name of Gertrude Galispie, and that She May be decreed Reasonable Alimony and Such other relief as is proper.

Ayers & Ayers Attorneys for Plaintiff

State of Ohio Union County ss }

Gertrude Hathaway plaintiff being duly Sworn Says the facts Stated and allegations in the foregoing petition are as She believes true

Gertrude Hathaway

Sworn to before Me and Signed in My presence this day of July 1897

(Seal) Richard L Cameron Notary Public in and for Union County Ohio

July 28th 1897. The following Affidavit for Publication was filed in the Clerks Office Court

No 7405 Affidavit for Publication

Gertrude Hathaway vs Willis Hathaway

Court of Common Pleas Union County Ohio

State of Ohio Union County ss:

D. W. Ayers being first duly Sworn Says he is one of the attorneys for the above Named plaintiff Gertrude Hathaway duly authorized in the premises:= Affiant Says that Service by Summons can not be Made on the defendant within this State. and that the above Entitled action is one of those Mentioned in Section 5048. of the Revised Statutes of Ohio.

D. W. Ayers

Sworn to before Me and Signed in My presence this 28th day of July 1897.

A H Kallefrath. Justice of the Peace.

Sept 16th 1897: The following Divorce Notice and Proof of Publication was filed in the Clerks office Po-wit.

No 7405 Decree Motion

Gertrude

Willis Hat

Will take

Court of

from Sa

Cruelty, a

Cause

July 29

No 7405 Proof of Publication

State of

Union

Say that

1897, an

Newspap

Sworn

Printe

Proba

Gertru

No 7405 Entry

Willis

Attorne

Court fi

find th

State of

fide res

said pe

defenda

reason

It

existin

Some is

It

plaintiff

Gertru

Attest

Gertrude Hathaway Plaintiff
VS
Willis Hathaway. Defendant

No 7405
Divorce
Notice

Divorce Notice
Court of Common Pleas. Union County Ohio

Willis L. Hathaway. residence at New Bedford Massachusetts
Will take Notice that on the 21st day of July 1897; Gertrude Hathaway filed her petition in the Court of Common Pleas, Union County. Ohio being Cause No 7405 praying for a divorce from said Willis. Hathaway on the grounds of habitual drunkenness, Nonsupport and extreme Cruelty. and for alimony to be Charged on defendants real and personal Estate, and the said Cause will be for hearing on and after the 10th day of September 1897.
July 29th 6-10 wks

Ayers & Ayers. Attorneys for Plaintiff

No 7405
Proof of
Publication

State of Ohio
Union County ss

Proof of Publication

I Geo W. Worden publisher of the Richwood Gazette being duly Sworn Say that the Notice hereto attached was published in the Gazette on the 29th day of July 1897, and continued therein Six consecutive times during all of which time said Newspaper was printed and in general circulation in said County.

Geo W. Worden.

Sworn to and Subscribed before me this 11th day of Sept 1897
Printers Fees $ 3.50
Probate 25.9

(Seal) J F Milear Notary Public

No 7405
Entry

Gertrude Hathaway
VS
Willis L. Hathway

In the Court of Common Pleas Union County Ohio.
No 7405. Divorce

And now comes the said plaintiff by Ayers & Ayers her Attorneys and the Defendant (having been ~~Legally~~ Summoned by publication). the Court 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 that time a bona-fide resident of this County of Union, and that the parties hereto were Married as in said petition Set forth; = The Court further find, upon the evidence adduced, that the defendant has been guilty of extreme Cruelty and habitual drunkeness, and 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 Gertrude Hathaway and Willis L. Hathaway be, and the Same is hereby dissolved, and both parties are released from the obligations of the Same.

It is further ordered by the said Court that the said Willis Hathaway pay to the plaintiff herein the Sum of ($300.00) as alimony in this suit. and that the said Gertrude Hathaway be restored to her Maiden Name of Gertrude Galiospie.

Attest J. N. Gamell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. Before the Honorable Duncan Doo, Judge of Said Court, of the Term of September To-wit on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that Heretofore To-wit: on the 1st day of March A.D. 1897, Ella Nash filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Edward Nash- To-wit

No 7371 Petition

Ella Nash Plaintiff
vs
Edward Nash, Defendant

Union County Court of Common Pleas
Petition

The plaintiff Says She has been a resident of the County of Union and State of Ohio for More than a year last past

Plaintiff Says that on the 21st day of January 1890. She was Married to the defendant at Union County Ohio. Whome She asks May be Made a party hereto

Plaintiff Says She was a faithful and obedient wife. Yet the defendant being regardless of his duties has been guilty of gross Neglect of duty failing Wholey to provide her with Necessary food and raiment, and She was Compelled to go to her Fathers home So as to protect Herself and little Child from Suffering

Plaintiff further Says, that Said defendant has been guilty of habitual drunkness for More than three years last past.

During their Married life they had Born to them one Child Clide Nash, about five years old

Said defendant has recently become possessed by inheritance of about 60 Acres of land in Putnam County Ohio. Worth about $1500 Dollars, also a house and Lot in the town of Leipsic Putnam County Worth probably $600. and a Hotel property in the Same town and county Worth about $1000 Dollars, and in Cash $2200 Dollars out of Which the plaintiff asks to be allowed, reasonable Alimony

Plaintiff further Says by reason of his profligate habits and other reasons the defendant will Squander his property, So that She will not be able to obtain any part of the Same unless restrained by the Order of this Court, and he is threatening to dispose of the Same;= Plaintiff therefore prays for a Complete divorce from the defendant and the Custody and care of their Minor Child, and for reasonable Alimony out of the above described property

She further prays for an order of injunction to issue from this Court without her giving bond as She is Wholly Unable to give any bond, restraining Said defendant from Incumbering, Selling or in any Manner from disposing of Said property Until after the Termination of this Suit, and for all proper relief in the premises.

J M Kennedy Attorney for Plaintiff

No 7371 Order of Injunction

No 7371 Summons

No 7371 Return on Summons

No 7371 Entry

The State of Ohio
Union County ss

Ella Nash being duly Sworn Says the facts and Allegations of the foregoing petition are true

Ella Nash

Sworn to and Subscribed by the Said Ella Nash before me this 1st day of March A.D. 1897.

W. M. Winget J.P.

No 7371 Precipe

To the Clerk:= Issue Summons and Copy of Petition to Sheriff of Union County Ohio for Edward Nash indorsed Injunction allowed returnable according to law. J M Kenedy atty for Plff

Sheriffs
Service
Copy
Mileage
Return
Total

March 1st 1897: The following Order of Injunction was filed in the Clerks office To-wit,

No 7371 Order of Injunction

Upon Motion by the Attorney of Plaintiff, and the Court being fully advised by the petition of the plaintiff and the allegations, that unless restrained by this Court, Said defendant will waste and Squander the Substance and Estate of his, lately obtained, and all of his Estate

It is therefore ordered by the Court here that Said defendant be restrained from in any way incumbering or disposing of by Sale or otherwise until further order by this Court:- And it is further ordered that the Same issue without a Bond as required by law by reason of the plaintiffs inability to give the Same

Duncan Dow Judge of the Court of Common Pleas of Union County Ohio

March 1st 1897:

May 21st 1897: The following Summons in Divorce was issued to the Sheriff of Union County To-wit

No 7371 Summons

The State of Ohio, Union County ss

Summons in Divorce

To the Sheriff of Union County

You are commanded to Notify Edward Nash that Ella Nash 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 that She be decreed Alimony and Custody of their Minor 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 7th day of June A.D. 1897:

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville This 21st day of May A.D 1897

(Seal)

J N Gosnell Clerk

No 7371 Return on Summons

Sheriffs Return on Summons in Divorce

Sheriffs Fees		
Service		25
Copy		15
Mileage	5	12
Return		25
Total	$5	77

Received 5. O'clock P M: on the 21st day of May A.D 1897 and on the 4th day of June A.D. 1897: I served the Same by handing a true Copy, thereof together with a Certified Copy of the Petition thereof to Edward Nash personally

J Ed Robinson Sheriff

By J M. Pickering Deputy

Sept 7th 1897 The following Entry in Divorce was filed in the Clerks Office To-wit:

No 7371 Entry

Ella Nash Plaintiff

vs

Edward Nash Defendant

Entry

No. 7371

This day this Cause came on to be heard upon the petition of the plaintiff:= The defendant being in default for answer, and after hearing the testimony and argument of Counsel do find for the plaintiff

1st That they were Married as Stated in the petition

2nd That Said Defendant was legally Served with Summons in this Case

3rd That Said defendant was guilty of gross Neglect and habitual drunkeness for more than three years

It is therefore ordered adjudged and decreed by the Court that a Complete divorce

be granted the plaintiff that both parties be released from the obligations thereof and the plaintiff be decreed the custody and care of their Minor Child. and that She recover as her reasonable Alimony of the Defendant Three Hundred Dollars and the costs of this Case Taxed at $11.21

J M Kennedy Attorney for Plaintiff

Attest J. N. Gozzell

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow Judge of Said Court. of the Term of September. D-nit; on the 16th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore D-nit. on the 16th day of September A.D 1897 The Deer Meuser Company a Corporation filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Rufus Abbott: D-nit

No 7442

The Deer Meuser Company a Corporation Plaintiff

vs

Rufus Abbott. Defendant

The State of Ohio Union County ss:
Court of Common Pleas
Petition

Plaintiff Says that it is a Corporation organized under the laws of the State of Illinois.

The defendant on the 21st day of March A.D. 1896. Executed and delivered to Charles W. Leeson who for Value Endorsed and Transfered the Same to plaintiff his promissory Note of that date with the Warrant of Attorney annexed, true copies of which Warrant and Note. With all the indorsments thereon are hereto attached. Marked Exhibit "A" and Made a part of this petition.

Exhibit "A"

$175.00 On or Before September 15th 1897. for Value received I promise to pay to Charles W. Leeson or order One Hundred and Seventy five Dollars with Interest at 6 per cent per annum from Sept 1st 1896 until paid; Interest to be paid Semi Annually; and I authorize and Empower any Attorney at Law. at any time after the above becomes due to appear for me without process in any Court of Record, and confess a Judgment for the said amount due. Interest and Costs in favor of the legal holder indorsee or assignee thereof. and release all errors which may occur in the rendition of Such Judgment. and waive the right to file a petition in error and Said Attorny is authorized to enter said

Witness my hand and Seal
this 21st day of Mar A.D. 1896.

Rufus Abbott (Seal)

Said Note is unpaid and there is now due the plaintiff on Said Note the Sum of One Hundred and Seventy five dollars with interest at the rate of Six per cent per annum from the first day of September A.D 1896

Wherefore plaintiff pray judgment against the defendant for the Sum of One Hundred and Seventy five dollars with interest thereon from the first day of September A.D. 1896. at the rate of Six per cent. per annum till paid. and costs of Suit

Dow Atkins
Attorney for Plaintiff

No 7442
Answer

The State

plaintiff
payment
believes

Sworn
day of S

The State o

The Deer
a Corporat

Rufus A

in the fo
thereby E
Service o
defendan
being th
of Suit
and sig

The Deer
a Corpor

Rufus

in open
Attorney
to the N
by Said
issuing
Note aga
Eighty fi
due on
all ex cep

It is
of One Hu
With inte
and also

Attest

The State of Ohio Logan County ss:

Dow Aikins being duly Sworn Says that he is the Attorney of Said plaintiff, 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 truly believes the Statements Contained in the foregoing petition are true in Substance and in fact.

Dow Aikins

Sworn to by Said Dow Aikins before me, and by him Signed in my presence this 15th day of September A.D. 1897.

Seal Earnest M. Hamilton Notary Public

The State of Ohio Union County ss

The Deer Mower Company a Corporation Plaintiff
vs
Rufus Abbott Defendant

No 7442
Answer

Court of Common Pleas.

Answer

By virtue of the Warrant of Attorney annexed to the and 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 plaintiff against Said defendant, on Said Note for the Sum of One Hundred and Eighty five dollars and Ninety Cents being the Amount appearing due for principal 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 to Appeal in the premises.

Richard L Cameron Attorney for Defendant

The Deer Mower Company a Corporation; Plaintiff
vs
Rufus Abbott, Defendant

Judgment Entry

$ 185.90

This day came the plaintiff by its Attorney; also Appeared in open Court, for and on behalf of Said defendant Richard L. Cameron, an Attorney at law of this Court, and by the Virtue of the Warrant of Attorney annexed to the Note attached to the petition in Said Cause, Shereon 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 Eighty five Dollars and Ninety 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 plaintiff recover of Said defendant the Sum of One Hundred and Eighty five dollars and Ninety Cents being the Amount of Said Note With interest Computed at 6 % per Cent per Annum from the 1st day of September A.D. 1897 And also its Costs herein expended Taxed at $ 5.00

Attest J. M. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court of the Term of September Term on the 27th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it remembered that Heretofore To-wit; on the 17th day of June A.D. 1897, Belle Mitchell filed in the Clerks office of the Said Court of Common Pleas, the following Petition against D.W. Kittenhouse and Joseph Russel To-wit.

No 7384 Petition

Belle Michell Plaintiff
VS
D.W. Kittenhouse and
Joseph Russel Defendants

Court of Common Pleas Union County Ohio
Petition
Civil action

The Plaintiff Says this her action is founded on a promissory Note of which the following is a copy, with all the Credits and indorsements thereon

$200.00 Marysville Ohio September 27th 1888

For Value received one year after date we or either of us promise to pay; Belle Michell or order the Sum of Two Hundred Dollars with Eight per cent interest Until paid

D.W. Kittenhouse
Joseph Russel

The following are the indorsements:

September 27th 1889: Received on the within $16.00 Interest paid up to this date September 17th 1892

The plaintiff is Still the owner and holder of Said Note and there is due from the defendants to the plaintiff on Said Note the Sum of two Hundred Dollars which She claims with 8% Interest Thereon from the 17th day of September 1892, and for which She prays judgment and for all proper relief

J.H. Kinkade attorney for Plaintiff

State of Ohio Union County ss

Personally appeared before the undersigned Clerk of the Court in and for Said County, J.H. Kinkade who being first duly Sworn Says that he is the attorney for the above Named plaintiff Belle Michell: that the above pleading is founded upon a written instrument for the payment of Money only, and Said instrument is in the possession of the affiant and that he believes the facts Stated in Said petition are true

J.H. Kinkade

Subscribed and Sworn to before me this 19th day of June 1897

Seal

J N Gamell Clerk of Court

I hereby Waive the issuing and Service of Summons and enter my appearance This 19th day of June 1897

Joseph Russel
By Ayers & Ayers Attorney for Plaintiff

Precipe

No 7384 Precipe

To the Clerk

Issue Summons in above case for D.W. Kittenhouse within Named defendant directed to the Sheriff of Union County Ohio returnable according to law indorsed action for Money Only amount claimed $200.00 with interest thereon at the rate of 8% per cent from September 17th 1892

J.H. Kinkade Attorney for Plaintiff

No 7384 Summons

The State of Ohio Union
that he
and Mi
will be
yea

No 7384 Sheriff Return on Summons

The State
Union C

Sheriff
Service &
Mileage
Copy
Total

Sep

Belle M

D.W. Kit
Joseph Ru

No 7384 Summons and cross petition of Joseph Russel

Cross pet

perth si

No part

Court, an
rendered
that the
payme

Sept 27."

Josep
above pl

June 19th 1897: The following Summons was issued and delivered to the Sheriff to-wit

No 7384
Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of Union County

You are hereby Commanded to notify D. W. Kittenhouse that he has been Sued by Belle Michell, in the Court of Common Pleas of Union County, and Must answer by the 17th day of July A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons on the 28th day of June A.D. 1897

Witness My hand and the Seal of Said Court this 19th day of June A.D. 1897

J Wasnell Clerk

No 7384
Sheriffs Return on Summons

The State of Ohio
Union County ss

Sheriffs Return

Sheriffs Fees		
Service & Return		50
Milage	1	12
Copy		15
Total	$1	77

Received this Writ June 21st A.D. 1897: at 9. O'Clock A.M: and Served Same by delivering a true and Certified Copy of this Writ, With all the within endorsments thereon to D.W. Kittenhouse personally on June 22nd 1897.

J Ed Robinson Sheriff.

September 27th 1897: The following Answer and Cross Petition of Joseph Russel filed to-wit

No 7384
Answer and Cross petition of Joseph Russe

Belle Michell Plaintiff
Vs.
D.W. Kittenhouse and Joseph Russel: Defendants

Court of Common Pleas: Union County Ohio:

Answer and Cross Petition of Joseph Russel.

The defendant Joseph Russel now comes and for his Answer and Cross petition Says:

He admits the Execution of the Note at the time and for the amount as set forth in the petition of the plaintiff

But Says he was only Surity for D.W. Kittenhouse, and that he received No part of the Consideration or benefit derived from the execution of Said Note

He therefore prays that his rights as Such Security may be protected by the Court, and if judgment Should be rendered as prayed for in Said petition, that the Same be rendered against Said Kittenhouse as principal, and this defendant as Security, and that the plaintiff be required to Exhaust the estate of the Said Kittenhouse in payment of any judgment rendered herein

Ayers & Ayers Attorneys for Defendant

Joseph Russel defendant herein being first Sworn Says the facts Stated in the above pleading are true as he believes:

(Seal)

J Wasnell Clerk

Sept 27th 1897

Sept 27th 1897: The following Judgment Entry was filed in the Clerks Office. To-wit

Belle Michell Plaintiff
vs
D.W. Kittenhouse and
Joseph Russel, Defendants

Court of Common Pleas Union County Ohio.

Entry

This Cause Came on for hearing on the petition the answer of the defendant Joseph Russel, the defendant D.W. Kittenhouse being in default for answer or demurer and was Submitted to the Court without the intervention of a Jury. On Consideration Whereof the Court find on the issue joined between the Plaintiff and the defendant Joseph Russel, for the said Plaintiff, and find the allegations of the petition confessed as against the defendant D.W. Kittenhouse that said defendants are indebted to Plaintiff in the Sum of $280.00 with 8% interest from Sept 17th 1897

And it being Made to appear to the Court that the defendant Joseph Russel Signed the Note herein Sued on as Surety for his Codefendant and received no part of the Consideration. The Court find that D.W. Kittenhouse is principal debtor, and Joseph Russel Surety in the above judgment; and it is Ordered that Execution issue accordingly

J.H. Kinkade for Plaintiff
Ayers & Ayers Attys for Joseph Russel.

Attest J.M. Gasnell Clerk

Pleas Continued and Held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of Said Court, of the Term of September, To-wit on the 30th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore To-wit on the 30th day of September A.D. 1897, C.D. Perfect, et. al filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against W. R. Shetterly, et. al.

No 7448
Petition

The State of Ohio
Union County

Court of Common Pleas

C.D. Perfect, D.E. Perfect and
W.H. Perfect a Partnership Under
the firm name of C.D. Perfect & Sons
Plaintiffs

vs

W.R. Shetterly, Carson Shetterly
H.O. Shetterly and J.E. Shetterly
Defendants

Petition

Plaintiff Says that it is a partnership Under the laws of Ohio formed for the purpose of Carring on a Milling business located in the town of Marysville Ohio, and that the defendants on the 21st day of January A.D. 1897 Executed and delivered to Said plaintiff their promissory note of that date, With the Warrant of Attorney annexed, true Copies of Which Warrant and Note with all the Endorsements thereon are hereto attached Marked Exhibit "A" and Made a part of this petition.

Exhibit "A"

$ 107.30 Marysville Ohio January 21st 1897.

Six Months after date as principal debtors we jointly and severally promise to pay to C. D. Perfect & Sons or order, at Marysville Ohio, One Hundred Seven 30/100 Dollars for Value received at Eight per Cent 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 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 rights of appeal in this behalf.

Witness our hands and Seals this 21st day of January 1897

W. R. Shutterly (Seal)
Carson Shutterly (Seal)
W. O. Shutterly (Seal)
J. E. Shutterly (Seal)

Said Note is Unpaid except as shown by said endorements and there is now due the plaintiff on said Note the Sum of One Hundred and Seven dollars and fifty cents, with interest at the rate of Eight per Cent per annum from the 21st day of January A.D. 1897. = Wherefore plaintiff prays judgment against said defendants for the Sum of One Hundred and Seven dollars and fifty cents with interest thereon from the 21st day of January A.D. 1897 at the rate of 8 per Cent. per annum till paid, and for costs of Suit

Robt McCrory Attorney for Plaintiff.

State of Ohio
County of Union ss

Robert McCrory being duly Sworn, says that he is the Attorney of said Plaintiff; that the foregoing petition is founded upon a writen instrument for the payment of Money, which instrument is in affiants possession; and that the Statements Contained in the foregoing petition are true, as affiant believes

Robt McCrory.

Sworn to before me, and Subscribed in My presence this 30th day of September 1897

J. N. Garnett
Clerk of Courts

(Seal)

No. 7448
Answer

The State of Ohio
Union County ss

Court of Common Pleas

C. D. Perfect D. E. Perfect and W. H. Perfect a partnership under the firm name of C. D. Perfect & Sons, Plaintiff

vs

W. R. Shutterly Carson Shutterly W. O. Shutterly and J. E. Shutterly, Defendants

Answer

By virtue of the Warrant of attorney annexed to and 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 Plaintiff against said defendants on said Note, for the Sum of One Hundred and Thirteen dollars and fifty two Cents, being the amount appearing due for principal 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. A. Thompson Atty for Defendant.

C.D. Perfect, D.E. Perfect and W.H. Perfect a partnership under the firm name of C.D. Perfect & Sons Plaintiffs
vs
W.R. Shetterly Carson Shetterly H.O. Shetterly and J.E. Shetterly Defendants

Judgment Entry
$ 113.52

No 6916 Entry

This day came the plaintiffs by their attorneys, also appeared in open Court per and on behalf of said defendants T.A. Thompson, 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 defendants, and in favor of said plaintiffs for One Hundred and Thirteen Dollars and fifty two 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 plaintiff recover of said defendants the sum of One Hundred and that said judgment bear interest at 8 per cent. from the 30th day of September A.D. 1897: also costs herein expended Taxed at $ 4.25

C

Attest J N Gorrell Clerk

No 6916 Answer of Fred Furrer

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term September, to-wit on the 12th day of October, in the year of our Lord, One Thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore to-wit, on the 26th day of August 1895 C.L. Fields filed in the Clerks Office of the said Court of Common Pleas the following Petition against Fred Furrer to-wit.

No 6916 Petition

C.L. Fields Plaintiff
vs
Fred Furrer Defendant

Court of Common Pleas Union County Ohio
Petition

This Cause comes into this Court upon Appeal from the docket of Esquire W.H. Pence Justice of the Peace in and for said County.

Said plaintiff says there is due him from said defendant the Sum of $41.41 and interest at 6% from the 18th day of July 1894 as follows to-wit

For Threshing 500 Bushels of Wheat @ 3½ cts per bushel	$17.50
For Threshing 683 Bushels of Wheat @ 3½ cts per bushel	$23.91
Total	$41.41

Wherefore plaintiff prays for judgment against said defendant for the Sum of $41.41 and interest at 6% from the 18th day of July 1894.

W.T. Hoopes Attorney for Plaintiff

The State of Ohio Union County ss:

C.L. Fields being Sworn Says the facts and allegations in the foregoing petition are as he believes True

C.L. Fields

Sworn to and Subscribed by said C.L. Fields this 26th day of August 1895

Seal J N Gorrell Clerk

December 2nd 1897. The following Entry was filed to-wit.

No 6916
Entry

C. L. Fields Plaintiff
vs
Fred Turner. Defendant

Court of Common Pleas Union County Ohio
Entry

Leave was this day granted the defendant to file his answer in the above Entitled Cause within 30 days

December 31st 1895 The following Answer of Fred Turner filed to wit

C. L. Fields Plaintiff
vs
Fred Turner Defendant

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

No 6916
Answer of Fred Turner

The Said Fred Turner for his answer and cross petition Says:

It is true that the plaintiff did Threshing for him in the year 1894, but the defendant Says, that in order to procure the job of threshing Said Wheat, the plaintiff agreed and promised the defendant, that he would do a first class job, or would ask no pay. The plaintiff further represented that he had a first class threshing out fit; and could and would do as good Work as any other man in the business, On there representations and agreements the defendant Employed the plaintiff to do Said Work.

The defendant Says, the plaintiff did not do a first class job, but on the Contrary he so ran and Managed his Machinery, that the Same cut and bruised the grains of Wheat, causing the Crushed Wheat to blow out among the Straw, and also the broken grains to Mingle with the Wheat So as to distroy its Value for Seeding purposes, and greatly injure its Market Value, to the damage of the defendant in the Sum of One Hundred Dollars.

The defendant further Says, that the plaintiff Neglected to Wet down the Straw and Stuble around his Machine where the fire was, and when he was through Threshing drew the fire from his Engine and left the fire among the Straw and Stuble in Such a Negligent and careless Manner as to cause the Same to ignite the Straw of the defendant and consume the Same, to the damage of the defendant in the Sum of Seventy five Dollars.

The defendant further Says, that prudence and ordinary care on the part of the plaintiff required him to put out the fire drawn from his Engine, but he Neglected to do So, and in addition the loss of Said Straw the defendant was put to large Expence in employing help to extinguish Said fire and prevent it Spreading over his farm, to the damage of the defendant in the Sum of Eight Dollars. = The defendant let the plaintiff have Pallow for his Machinery for Which the plaintiff agreed to pay. What the Same was reasonably worth and the Same was reasonably worth the Sum of One Dollar,

The defendant denies that he is indebted to the plaintiff in any Sum, but Says that by reason of the premises the plaintiff is indebted to him, the defendant in the Sum of One Hundred and Eighty four Dollars for Which, with the interest thereon from the 18th day of July 1894 The defendant asks judgment against the plaintiff, and for all proper Relief

Cameron & Cameron Attorneys for Defendant.

The State of Ohio Union County, ss

Fred Turner, defendant being first duly Sworn Says, the facts Stated in his fore going answer and Cross petition are true as he believes.

Fred Turner.

Sworn to before me and Signed in My presence this 28th day of December 1895

N. W. Agnew Notary Public in and for the County of Union and State of Ohio.

No 6916
Reply

September 14th 1897: The following Reply was filed in the Clerks office To-wit:

C. C. Fields
vs
Fred. Turner

Court of Common Pleas Union County Ohio
Reply

The plaintiff herein for reply says he denies the allegations of the defendant in his answer herein set forth

W. T. Hoops Attorney for Plaintiff

State of Ohio Union County ss:

C. C. Fields the plaintiff herein say the alegations of the foregoing reply are as he believes true

C. C. Fields

Sworn to and Subscribed in My presence this 14th day of Sept 1897.

Seal

J. McGarrell Clerk of Courts

No 6916
Entry

September 14th 1897: The following Entry was filed in the Clerks office To-wit.

C. C. Fields
vs
Fred Turner.

Entry

This day came the parties by their Attorneys, also came the following named Jurors: To-wit,

Sterling Coon, Wm Biddle, Robt D. Finley, Israel Vogle, D. M Rushwater, Benjamin Carter, E. W. Moore, B. C. Robinson, Jay S. Rogers, Simon Stayley, Samuel Barnett and John Wiley, who were duly impaneled and Sworn according to law.

And after hearing the evidence in part, the hour for adjournment having arived, this cause is Continued until to morro Morning

---

September 15th 1897: The following entry was filed in the Clerks Office To-wit.

No 6916
Entry

C. C. Fields Plaintiff
vs
Fred Turner Defendant

Court of Common Pleas Union County Ohio
Entry

This day again came the parties by their attorneys; also came the said jury who was heretofore impaneled and Sworn, according to law; and after hearing the remaining evidence and the arguments of Counsel, the hour for adjournment having arrived, this Case is Continued until 8.30 o'Clock Tomorrow Morning

---

September 16th 1897: The following Entry was filed in the Clerks office To-wit.

No 6916
Entry of Verdict

C. C. Fields
vs
Fred Turner

Entry

This day again came the parties by their attorneys, also came the following Named Jurors To-wit:= (1) Sterling Coon, (2) Wm Biddle, (3) Robt D. Finley, (4) Israel Vogle (5) D. M. Rushwater (6) Benj Carter (7) E. W. Moore, (8) B C Robinson, (9) Jay S Rogers (10) Simon Staley (11) Samuel Barnett, (12) John Wiley who were heretofore duly

impaneled and Sworn according to law. and after hearing the Charge of the Court. retired to their Room in Charge of the Sheriff for deliberation.

And Now Comes the Said Jury into open Court with their Verdict in writing Signed by their Foreman. and Say.

We the Jury being duly impaneled. Sworn and afterwards find the issues in this Case in favor of the Defendant. and assess the Amount due to the Defendant from the plaintiff at the Sum of $ 11.99

R. D. Finley Foreman

September 20th 1897: The following Motion for New Trial was filed in the Clerks Office Co-wit.

No 6916
Motion for New Trial

C. F. Fields
vs
Fred. Turner

Court of Common Pleas Union County Ohio

Plaintiff Moves the Court for a New Trial for the following reasons to wit

1st The damages given by the Jury are excessive
2nd The Verdict is against against the Weight of the evidence and the law
3rd The Court Erred in rejecting Evidence offered by the plaintiff
4th The Court Erred in Charging Jury
5th The plaintiff has Since the Trial discovered New and Material Evidence in this Cause of Which he was Entirely ignorant until after the cause was given to the Jury

W. C. Hoopes Attorney for Plaintiff

October 12th 1897: The following Judgment Entry was filed in the Clerks office Co-wit

No 6916
Entry

C. F. Fields
vs
Fred Turner

Entry

This day Came this Cause on to be heard upon the Motion of plaintiff for New Trial. on Consideration whereof the Court being fully advised in the premises overrules Said Motion

Thereupon the defendant asked judgment on the Verdict of the Jury heretofore rendered in this case and the Same is granted by the Court.

It is therefore considered ordered, and adjudged by the Court. that the defendant recover of the plaintiff the Sum of Eleven and 99/100 Dollars ($11.99) the amount so found due by the Jury together with his Costs of this action Expended Taxed at $

Attest J. M. Gosnell Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable, Duncan Dow Judge of Said Court, of the Term of September, to wit on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it Remembered that heretofore To-wit on the 28th day of July 1897 Henry Moodie Admr &c filed in the Clerks office of the Said Court of Common Pleas the following Petition against S. S. Robbins &c. To-wit

No 7408
Petition

Henry Moodie Administrator of the Estate of William Moodie dec'd
Plaintiff
vs
S. S. Robbins James P. Carter and Charles Phillis Jr. Defendants

Court of Common Pleas Union County Ohio

Petition

No 7408
Lucipe

Now comes the plaintiff Henry Moodie, Administrator of the estate of William Moodie, dec'd, and for Cause of action against the Said defendants Says.

That he is the duly appointed and qualified administrator of the estate of the Said William Moodie, late of Said County, deceased, by Letters of Administration, duly granted by the Probate Court of Said County.

Plaintiff further Says, that on or about the 8th day of May, 1884, the Said defendants, S.S. Robbins, James P. Carter, and Charles Phillis, Jr. duly Executed and delivered to the Said William Moodie (he then being in full life and Signing his Name as or by the way of Wm Moodie) their one Certain promissory Note of that date for the Sum of Eight Hundred Dollars, with eight per cent. interest from date, of Which promissory Note the following is a copy, with all Credits and Indorsments thereon written To-wit.

Copy

Rosedale O. May 8th 1884

Six Months after date We or either of us, promise to pay Wm Moodie or Order, the Sum of Eight Hundred Dollars, for Value received, at Eight per cent

S.S. Robbins
James P Carter
Charles Phillis Jr

That the following Credits are Written on Said promissory Note, to wit. March 18th 1885 Received of S.S. Robbins, Two Hundred Dollars, on the within Note = July 31st 1885 Received on the Within Note, One Hundred and Forty Dollars = April 1st 1887. Received on the Within Note, One Hundred Dollars = April 24th 1887. received on the within, One Hundred Dollars = June 21st 1888, Received on the within, One Hundred Dollars = That there is no Indorsments Written on Said Note = That Said promissory Note is past due and is unpaid, and that there is due this plaintiff as Administrator as aforesaid, the Sum of Three Hundred and Forty Six and 20/100 Dollars ($346, 20/100) with interest at the rate of Eight per Cent, from June 21st 1888.

Wherefore, this plaintiff, as administrator of the estate of William Moodie dec'd, as aforesaid, prays Judgment against the Said defendants S.S. Robbins, James P. Carter and Charles Phillis Jr. for the Sum of Three Hundred and Forty-Six and 20/100 Dollars with interest at the rate of Eight per Cent, from the 21st day of June A.D. 1888 and for Costs

W.W. Merchant Attorney for Henry Moodie Admr

No 7408
Summons to Sheriff Madison Co

No 7408
Sheriffs Return

No 7408
Summons to Sheriff Union Co

and for the County
State of Ohio.
September to wit
ned and Ninety Seven
ay 1897 Henry
mon Pleas

County Ohio

odie, Adminis-
gainst the

the estate of
ministration.

the said defen-
cted and
Signing
ry Note of
%. interest
ll Credits and

th 1884
Moodie or
t per cent
Robbins
P Carter
Phillis Jr
rest. March
n Note = July
= April 15th
1887. marked
he within. And
that said Promi-
tiff as Administrator
($346.20/100) with

odie dec'd.
, James P.
d Forty-Six
21st day of

Henry Moodie
Administrator

State of Ohio
Union County ss

W.W. Merchant, being first duly Sworn, according to law, Says he is the Attorney of the said Henry Moodie administrator of William Moodie deed, and duly authorized in the premises, that this said action is on a contract in writing, for the payment of Money, that said Written Contract is in his, this affiants possession, that the facts Stated and allegations Made, are as he believes, true

W.W. Merchant

Sworn to before me and by the said W.W. Merchant, Subscribed in my presence this 28th day of July A.D. 1897

Jno A Gamell Deputy Clerk

Precipe

To the Clerk

No 7408 Precipe

Issue Summons for the James P. Carter to the Sheriff of Union County, Ohio, and for S.S. Robbins to the Sheriff of Madison County, Ohio, and for Charles Phillis Jr. to the Sheriff of Champaign County Ohio, returnable according to law, Indorse said Writ "action for Money only, amount claimed $846 20/100 with interest from the 21st day of June A.D. 1848, and for Costs

W.W. Merchant Attorney for Plaintiff.

July 28th 1897. The following Summons was issued and delivered to the Sheriff of Madison County to-wit

No 7408 Summons to Sheriff Madison Co

The State of Ohio Union County:

To the Sheriff of Madison County:

You are hereby commanded to notify S.S. Robbins that he has been Sued by Henry Moodie Administrator of the Estate of William Moodie deceased in the Court of Common Pleas of Union County, and Must answer by the 28th day of August A.D. 1897, or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly.

You will Make due return of this Summons on the 9th day of August A.D. 1897.

Witness My hand, and the Seal of said Court this 28th day of July A.D. 1897

J.N. Gamell Clerk

(Seal)

By Jno A Gamell Deputy

No 7408 Sheriffs Return

The State of Ohio
Madison County

Sheriffs Return

Sheriffs Fees		
Service and Return		55
Mileage	2	25
Copy		25
Total	$ 3	05

Received this writ July 29th A.D. 1897 at 9.0'Clock A.M: and Served Same by delivering to S.S. Robins personally a certified copy of this Writ with all the indorsements thereon Aug 2nd 1897

Scott Chenoweth Sheriff.

No 7408 Summons to Sheriff Union Co

July 28th 1897 The following Summons was issued to the Sheriff of Union County to-wit

The State of Ohio Union County

To the Sheriff of said County

You are hereby Commanded

to Notify James P. Carter that he has been Sued by Henry Moodie Administrator of the Estate of William Moodie decd. in the Court of Common Pleas of Union County. and must Answer by the 28th day of August A.D. 1897. or the petition of the said plaintiff will be taken as true. and judgment rendered accordingly

You will Make due return of this Summons on the 9th day of August A.D. 1897.

Witness My hand and the Seal of said Court
this 28th day of July A.D. 1897

J.N. Gosnell Clerk
By Jno A. Gosnell Deputy.

No 7408
Sheriffs Return on Summons

The State of Ohio
Union County

Sheriffs Return

Sheriff Fees		
Service & Return		50
Mileage		16
Copy		15
Total	$ 0	81

Received this writ July 28th A.D. 1897. at 4 o'clock P.M. and Served Same by delivering a true and certified Copy of this writ with all of the within endorsements thereon to James P. Carter, personally on July 29th 1897

J. Ed Robinson Sheriff.

No 7408
Summons to Sheriff of Champaign Co

July 28th 1897. The following Summons was issued to the Sheriff of Champaign Co to wit

The State of Ohio Union County,

To the Sheriff of Champaign County

You are hereby Commanded to Notify Charles Phillis Jr that he has been Sued by Henry Moodie Administrator of the Estate of William Moodie decd; in the Court of Common Pleas of Union County, and must answer by the 28th day of August A.D. 1897 or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will Make due return of this Summons on the 9th day of August A.D. 1897

Witness My Hand, and the Seal of said Court
this 28th day of July A.D. 1897.

J.N. Gosnell Clerk
By Jno A. Gosnell Deputy

No 7408
Return of Summons

The State of Ohio
Champaign County

Sheriffs Return

Sheriffs Fees		
Service & Return		25
Mileage	1	92
Copy		12
Total	$ 2	29

Received this writ 29th day of July A.D. 1897. at 9. o'clock A.M. and Served Same by Reading the within Named Charles Phillis Jr a certified Copy with the Indorsements thereon

L.K. McLain Sheriff
By H.N. King Deputy

No 7408
Entry

September 7th 1897 The following Judgment Entry was filed in the Clerks office To-wit

Henry Moodie Administrator of the Estate of William Moodie dec'd. Plaintiff
Vs
S.S. Robbins, James P. Carter and Chas Phillis Jr Defendants

Common Pleas Court.
Union County Ohio

Entry

Now comes the plaintiff. Henry Moodie, Administrator of the Estate of William Moodie deed by his Attorney. and the defendants S. S. Robbins. James P. Carter and Charles Phillis. each being in default for answer and demurrer. the Court find that the allegations of the petition are confessed by them to be true. And the Court further find that the defendants. S.S. Robbins James P. Carter and Charles Phillis. are indebted to him, the said plaintiff Henry Moodie as Administrator of the estate of William Moodie, deed in the Sum of Six Hundred and one and 80/100 ($601,80) Dollars with interest at 8% from Sept. 7th 1897.

It is therefore considered by the Court that the said plaintiff as administrator of the estate of William Moodie. deed. recover from the said defendants. S. S. Robbins. James P. Carter and Charles Phillis or from either of them. the said Sum of $601 80/100. and interest as aforesaid and his Costs herein expended Taxed at $12.44 and an Execution is awarded

W.W. Merchant Attorney for Plaintiff

Attest J McGasnell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court, of the Term of September to-wit: on the 27th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore to-wit, on the 20th day of March A.D. 1897; The Bank of Richwood filed in the Clerks Office of the Said Court of Common Pleas, the following petition against Alexander Cameron. et al. to-wit.

No 7384
Petition

Bank of Richwood, Plaintiff
vs
Alexander, Cameron, and Francis T. Arthur, as Administrator, With Will Annexed, of the Estate of Samuel Johnson Defendants

Court of Common Pleas
Union County Ohio:

Petition

Plaintiff Says, that it is a partnership, doing Business under the laws of the State of Ohio, That it has complied with the Statutes by filing a Certificate Stating the Names in full of all the Members of Said partnership, And their places of Residence with the Clerk of the Court of Common Pleas of the County in which its principal office is Situated, and by publishing the Same for three Consecutive Weeks in a paper published in Said County

That on the 14th day of May, 1896, The defendant, Alexander Cameron, one Samuel Johnson, Now deceased, Executed and delivered to it a Certain promissory note, a Copy of Which is hereunto Attached and Made a part of this petition.

$520.00

On Aug 10th 96, after date, for Value received, we jointly and Severally promise to pay the Bank of Richwood at their office, Five Hundred and Twenty Dollars, with interest at 8 per cent per annum on all unpaid principal and interest after due until paid, interest payable annually with 5 per cent, attorneys fee Collected: And we, or either of us do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and Service of process, and to appear for us or either of us in any of Said Courts at any time after the above note becomes due, and to confess judgment thereon against us or either of us in favor of the payee or Legal holder hereof, for the Sum due on Said Note, with all interest, fees 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 privaliges to hold exempt from execution any personal or real property belonging to us, or either of us at or after the rendition of said judgment: and release all errors that may occur in the rendition of said judgment, and all right to sue out any writ of error; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands and Seals
this 14th day of May 1896
P.O. Adress Pharisburg O

A. Cameron (Seal)
S. Johnson Seal

That there are the following Credits and Endorsements on said Note and No More
Paid $100 15 Aug 22nd 96: Paid $36 00 Sept 11th 96,

That afterward to-wit; on the day of 1896 the said Samuel Johnson died, and that on the 18th day of November, 1896, The defendant, Francis T. Arthur was duly Appointed and qualified as Administrator of the Estate of the said Samuel Johnson

No 7334 Sheriffs Return

That on the 4th day of February, 1897 the Plaintiff Exhibited said Note to the said Francis T. Arthur as a Claim, against said Estate for acceptance or rejection. That said Claim was then and there disputed and rejected by said Francis T. Arthur as Administrator as aforesaid, That said Estate had Not at that time and Still has Not been represented insolvent,

The plaintiff therefore prays that it may have a judgment against the said Alexander Cameron personaley, and against the said Francis T. Arthur as the Administrator of the Estate of Samuel Johnson deceased as aforesaid for the Sum of Three Hundred and Eighty-three and 86/100 Dollars with interest at the rate of 8 per Cent per annum from the 11th day of September, 1896, and for its costs in this action expended

James E. Robinson Attorney for the Plaintiff

The State of Ohio, Union County Ohio:

James E. Robinson being first duly Sworn, deposes and Says that he is the attorney for the plaintiff in the above entitled action, that said action is founded upon a Writen instrument for the payment of Money, that said Written instrument is in his possession, and that he believes the Allegations of said petition to be true,

James E. Robinson,

Sworn to before Me and Subscribed in my presence this 19th day of March 1897,

(Seal) R. G. Cook, Notary Public.

No 7334 Precipe

To the Clerk of the Court of Common Pleas Union Co O:

Issue Summons to the Sheriff of Union County for the defendants in the above action, Alexander Cameron and Francis T. Arthur as Administrator &c, Endorse Summons for Money Only, Amount Claimed $383.86/100 with 8 per Cent interest from the 11th day of Sept 1896, and Make Same returnable according to law

James E. Robinson Attorney for Plaintiff

No 7334 Summons

March 20th 1897: The following Summons was issued to the Sheriff of Union County To wit

Summons

The State of Ohio Union County

To the Sheriff of Said County

You are hereby Commanded to Notify Alexander Cameron and Francis T. Arthur administrator of the Estate of Samuel Johnson

No 7334 Entry

of execution, the power and privaliges to hold exempt from execution any personal or real property belonging to us, or either of us at or after the rendition of said judgment; 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 14th day of May 1896
P.O. Address Plainsburg O

A. Cameron (Seal)
S. Johnson Seal

That there are the following Credits and Endorsements on said Note and No More
Paid $108.15 Aug 22nd 96: Paid $36.00 Sept 11th 96.

That afterward to-wit; on the day of 1896 the said Samuel Johnson died. No 7334 Sheriffs Return
and that on the 18th day of November, 1896. The defendant, Francis T. Arthur was duly
Appointed and qualified as Administrator of the Estate of the said Samuel Johnson

That on the 4th day of February, 1897 the Plaintiff Exhibited said Note to
the said Francis T. Arthur as a Claim against said Estate for acceptance or rejection.
That said Claim was then and there disputed and rejected by said Francis T. Arthur
as Administrator as aforesaid. That said Estate had not at that time and still has
not been represented insolvent.

The plaintiff therefore prays that it may have a judgment against the said
Alexander Cameron personaley, and against t
of the Estate of Samuel Johnson deceased as afo
Eighty-three and 84/100 Dollars with interest at the
day of September, 1896, and for its costs in this a

James E. Ro

The State of Ohio, Union County Ohio:

James E. Robinson
that he is the attorney for the plaintiff in the ab
founded upon a Writen instrument for the p
instrument is in his possession, and that h
to be true.

Sworn to before Me and Subscribed in My presence this 19th day of March, 1897.

Seal K. G. Cook, Notary Public.

No 7334 Praecipe

To the Clerk of the Court of Common Pleas Union Co O:

Issue Summons to the Sheriff of Union County for the defendants in the above action, Alexander Cameron and Francis T. Arthur as Administrator &c, Endorse Summons for Money Only, Amount Claimed $385.86/100 with 8 per Cent interest from the 11th day of Sept. 1896, and Make Same returnable according to law

James E. Robinson Attorney for Plaintiff

No 7334 Summons

March 20th 1897: The following Summons was issued to the Sheriff of Union County To wit

Summons

The State of Ohio Union County

To the Sheriff of Said County

You are hereby Commanded to Notify Alexander Cameron and Francis T. Arthur Administrator of the Estate of Samuel Johnson

No 7334 Entry

deceased that they have been sued by the Bank of Richwood, in the Court of Common Pleas of Union County, and Must Answer by the 17th day of April A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons on the 27th day of March A.D. 1897

Witness My hand and the Seal of said Court this 20th day of March A.D. 1897.

J. N. Gorrell Clerk
By Jno A Gorrell Deputy

March 27th 1897. The following return on Summons was made by the Sheriff to-wit.

No 7334 Sheriffs Return

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees		
Service & Return		65
Mileage	1	60
Copies		30
Total	$2	55

Received this Writ March 22nd A.D. 1897 at 8 O'clock A.M. and Served Same by delivering a True and Certified Copy of this Writ with all the within Endorsements thereon to Alexander Cameron by leaving a Copy at his Usual place of residence; To Francis T. Arthur Administrator of the Estate of Samuel Johnson deceased, personally [illegible] day of March 1897

J. Ed Robinson Sheriff

[illegible] was filed with the Clerk of the Court To-wit.

[illegible] Court of Common Pleas
Union County Ohio.

Motion

[illegible] Arthur, Named as the Administrator of Samuel Johnson Dec'd; and as one of the defendants Named in the above case, Now comes, and Moves the Court to require the plaintiff to Make his petition more Specific and Certain in this; = The Note filed with said petition in this case is Signed by S. Johnson as Sharon by. Said Note. that there is No Connection between the Signature as Signed to Said Note And the allegations in the petition; = That the Administrator of Samuel Johnson; knows Nothing of the Estate or person of S. Johnson, Whose Signature appears on the Note in this case

T. T. Arthur Attorney in person

May 13th 1897. The following Entry was filed in the office of the Clerk of Courts To-wit:

The Bank of Richwood Plaintiff
vs
Alexander & T. T. Arthur, Admr Defendants

No 7334 Entry

Entry

This cause coming on for hearing upon the Motion of the defendant T. T. Arthur as administrator to require the plaintiff to Make More definite and Certain was heard upon the pleadings, and arguments of Counsel

NOTICE.

When you need a duplicate of this Book, send in the number given on the ticket pasted on the inside of the front cover [No. 55822] and we will make and ship in about three weeks.

THE FORMAN-BASSETT-HATCH CO.,
SUCCESSOR TO
SHORT & FORMAN,
CLEVELAND, O.

deceased that they have been sued by the Bank of Richwood, in the Court of Common Pleas of Union County, and Must Answer by the 17th day of April A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons on the 29th day of March A.D. 1897

Witness My hand and the Seal of said Court this 20th day of March A.D. 1897.

J.N. Gorrell Clerk
By Jno A Gorrell Deputy

March 27th 1897 The following return on Summons was made by the Sheriff to-wit.

No 7334 Sheriffs Return

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees		
Service & Return		65
Mileage	1	60
Copies		30
Total	$2	55

Rec'vd this Writ March 22nd A.D. 1897 at 8 O'clock A.M. and Served Same by delivering a True and Certified Copy of this Writ with all the within endorsements thereon to Alexander Cameron by leaving a Copy at his Usual place of residence;= To Francis T. Arthur Administrator of the Estate of Samuel Johnson deceased, personally on the 25th day of March 1897

J. Ed Robinson Sheriff

April 19th 1897: The following Motion was filed with the Clerk of the Court to-wit.

No 7334 Motion

Bank of Richwood
vs
Alexander Cameron and Francis T. Arthur, as Administrator with the Will annexed of the Estate of Samuel Johnson Dec'd

Court of Common Pleas
Union County Ohio.

Motion

Francis T. Arthur, Named as the Administrator of Samuel Johnson Dec'd; and as one of the defendants Named in the above case, now comes, and Moves the Court to require the plaintiff to Make his petition more Specific and Certain in this;= The Note filed with said petition in this case is Signed by S. Johnson as Shown by said Note. that there is No Connection between the Signature as Signed to said Note and the allegations in the petition;= That the Administrator of Samuel Johnson; knows Nothing of the Estate or person of S. Johnson, whose Signature appears on the Note in this case

F.T. Arthur Attorney in person

May 13th 1897: The following Entry was filed in the office of the Clerk of Courts to-wit.

No 7334 Entry

The Bank of Richwood Plaintiff
vs
A Cameron & F.T. Arthur, Admr
Defendants

Entry

This cause coming on for hearing upon the Motion of the defendant F.T. Arthur as administrator to require the plaintiff to make More definite and certain was Heard upon the pleadings, and arguments of Counsel

Wherefore the Court find that the petition is sufficient and overrule the Motion and give the defendant F.T. Arthur administrator until Sept 1st 1897. in which to file answer

Jas E Robinson. Attorney for Plaintiff

F.T. Arthur administrator

September 27th 1897. The following Affidavit of B.L Talmage Cashier of the Bank of Richwood with note attached (for copy see Petition) was filed To-wit:

No 7884
Affidavit of B.L Talmage

The State of Ohio Union County ss

J. B. L. Talmage do make Solemn Oath and Say: That I am the Cashier of the Bank of Richwood, payee in the above attached Note, there is justly due on said Note the Sum of Three Hundred and Ninety Eight and 81/100 Dollars. that No payments have been Made thereon and there are No offsets against the Same to his knowledge.

B.L Talmage

Sworn to and Subscribed before me this 8 vo day of February 1897

(Seal)

James E. Robinson
Notary Public.

September 27th 1897. The following Entry was filed in the Clerks office To-wit.

Bank of Richwood
vs
Alexander Cameron et al

Entry

This Cause coming on for hearing upon the pleadings the Court find that the defendants have both been duly Served with Summons and are in default for an answer or demurre, and that the defendant Francis T. Arthur as Admr &c. is Indebted only as Surety; And that the plaintiff claims with interest at 8. per cent from the 11th day of September 1896. to the first day of this Term amounts to $ 415.82

It is therfore ordered and adjudged that the plaintiff recover of the defendant Alexander Cameron as principal, and Francis T. Arthur as administrator of the Estate of Samuel Johnson, deceased; as Surety, the Sum of $ 415.82 with 8. per cent interest thereon, until paid and his Costs in this action expended Taxed at $ 8.50

Attest- J Ngarnal Clerk

Union.
the Bond
day of Sep

Henry
followin

Henry

Frank C

No 6920
Petition

1893. the
Which C

Jay to b
date at C
This
Western
Reliance
has pa
a writen
This No

See
to the p
from the

The

the Atto
Written
and Tha

Sworn

Septem

H Acke
vs
Frank C

the Cert
the plain
Dollars

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable, Duncan Dow, Judge of Said Court, of the Term of September, to-wit, on the 9th day of September in the year of Our Lord One Thousand Eight Hundred and Ninety Seven

Be it remembered that heretofore to-wit, on the 9th day of September A.D. 1895, Henry Ackerman filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Frank O. Penny to-wit,

Henry Ackerman, Plaintiff
vs
Frank O. Penney, Defendant

Court of Common Pleas Union County Ohio,
Petition

No 6920
Petition

First:= The plaintiff alleges that on the 8th day of November 1893, the defendant Made and delivered to the plaintiff a promissory Note in Writing of Which the following is a Copy,

$75.00 Nov 8th 1893;

Fifteen Months after date I, promise to pay to the Order of H. Ackerman, Seventy five dollars, Value received, with interest from date at the rate of 6 per cent per annum:= Payable at five dollars a Month till paid for.

This Note is Executed upon the consideration of the delivery to me by H. Ackerman, One Bestrene Organ Style 26; No 18934, which Organ continues to be the property of H. Ackerman, Notwithstanding Said delivery, and no title to or, interest in Said Organ has passed, or is to pass to or to be vested in me, Nor Shall I remove the Same without a Writen Consent of H. Ackerman except on and after the full payment by me of this Obligation

This Note to draw 8 per Cent, interest from date if not paid at Maturity

Fr O. Penney;

Second:= No part of Said Note has been paid, and there is now due from the defendant to the plaintiff thereon the Sum of $75.00 with interest at the rate of 8 per cent, per annum from the 8th day of Nov, 1893.

Third:= The plaintiff, therefore, prays judgment for the Sum of $75.00 with interest from the 8th day of November, 1893 and for Costs of Suit;

James E. Robinson Attorney for Plaintiff

The State of Ohio, Union County ss

James E. Robinson, being first duly Sworn, deposes, and says, that he is the Attorney for the plaintiff in this action, that the above petition is founded upon a Written instrument for the payment of Money, and that Said instrument is in his possession and that he believes the facts Stated and the allegations Made in the foregoing petition are true

James E. Robinson

Sworn to before me and Subscribed in my presence this 9th day of September 1895

Seal

J. M. Sanders Notary Public,

September 9th 1897 The following Entry was filed in the Office of the Clerk to-wit:

H Ackerman
vs
Frank O Penney

Court of Common Pleas Union County Ohio,
Entry

Now Comes the parties hereto by their attorneys and the defendant having offered to allow the plaintiff to take judgment against him for $20.00 and the costs, and the plaintiff having accepted said offer:= It is therefore Considered that the plaintiff H Ackerman recover of the defendant F O. Penney the Sum of Twenty five dollars and his costs herein expended.

Albert J. Mysmill Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio. before the Honorable. Duncan Dow. Judge of Said Court. of the term of September To-wit on the 7th day of September in the year of Our Lord One Thousand Eight Hundred and Ninety Seven:

Be it remembered that heretofore To-wit on the 15th day of May A.D. 1897: The Indiania and Ohio Live Stock Insurance Company. filed in the Clerks office of the Said Court of Common Pleas. the following Petition against E.P. Houghton et al. to-wit.

Indiania and Ohio Live Stock Insurance Company; Plaintiff
vs
E.P. Houghton and W.J. Roots Defendants

No 7369 Petition

Court of Common Pleas
Union County Ohio

Petition

The plaintiff Says:= That the Indiania and Ohio Live Stock Insurance Company is a Corporation. organized under the laws of Ohio and Indiana. and organized for the purpose of insuring live Stock. and operating and doing business in the State of Ohio. having their main office at Crawfordsville Indiana.

That the defendants herein are indebted to plaintiff on a promissory note of which the following is a copy, there are no credits or indorsments thereon

$129.50

On or before the first day of October 1896. for Value received, Without any relief whatever from Valuation. or Appraisement laws. We promise to pay to the order of the Indiana and Ohio Live Stock Insurance Company. of Crawfordsville Indiana, One Hundred and Twenty Seven and 50/100 dollars. in payment of the Premium of Policy No. 38554 issued by Said Company. with interest at the rate of Six per cent from Date. and Attorneys fees:= Payable at the Milford Center Bank of Milford Center Ohio

Dated at Milford Center State of Ohio this 6th day of July 1896.

Edward P. Houghton
W.J. Roots

There is due plaintiff from defendant. on Such Note. the Sum of. One Hundred and Twenty Seven and 50/100 dollars. which he claims with interest from July 6th 1896.

Wherefor plaintiff asks judgment against the defendants for the Sum of One Hundred and Twenty Seven and 50/100 dollars with interest from the 6th day of July 1896

Ayers & Ayers Attorneys for Plaintiff

State of Ohio Union County ss.

W.N. Ayers being Sworn Says that he is the Attorney of the plaintiff duly Authorized herein; that the plaintiff is a Non resident of this County, and that the facts Stated in the above petition are as affiant believes true

W.N. Ayers

Sworn to before me and Signed in my presence this 15th day of May. 1897

Seal J.N. Goodell Clerk of Courts

Clerk

No 7369 Precipe

Issue Summons in the above Case to the Sheriff of Union County Ohio returnable according to law" Endorsed on Action for Money Only. amount Claimed One Hundred and Twenty Seven dollars with interest from July 6th 1895..

Ayers & Ayers attorney for Plaintiff

No 7369 Summons

May

The State

Houghton
Insuran
by the 12
Judgme
Yea

May

The State
Union C

No 7369 Sheriffs Return

Sheriffs
Service &
Mileage
Copies
Total

Septem

No 7369 Entry

Indiana
Insura

E.P. Ho
W.J. Ro

being in
Petition
Plaintiff
to $157
It
Indiana
W.J. Ro

Attest

May 15th 1897. The following Summons was issued to the Sheriff of Union County. To-wit

Summons

No 7369 Summons

The State of Ohio Union County

To the Sheriff of Said County

You are hereby Commanded to Notify. E. P. Houghton and W. Y. Roots that they have been Sued by The Indiana and Ohio Live Stock Insurance Company, in the Court of Common Pleas of Union County, and Must answer by the 12th day of June A.D. 1897. or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly:

You will Make due return of this Summons, on the 24th day of May. A.D. 1897.

Witness My hand and the Seal of Said Court This 15th day of May A.D. 1897.

(Seal)

J. N. Garnell Clerk

By Jno. S Garnell Deputy

May 19th 1897. The following Return was Made on above Summons To-wit.

The State of Ohio Union County

No 7369 Sheriffs Return

Sheriffs Return

Sheriffs Fees:		
Service & Return		65
Mileage	3	36
Copies		80
Total	$4	31

Received this writ May 17th A.D. 1897. at 2. O'Clock P.M. and Served Same by delivering a true and certified Copy of this writ with all the within indorsements thereon to W. Y. Roots personally, on May 17th 1897. also to E.P. Houghton personaly on May. 18th 1897.

J Ed Robinson Sheriff

September 7th 1897. The following Entry was filed in the Clerks Office To-wit.

No 7869 Entry

Indiana and Ohio Live Stock Insurance Company

vs

E. P. Houghton and W. Y. Roots.

Entry

Now comes the Plaintiff by his Attorneys, and the defendants being in default. for answer and demurrer. the Court find that the allegations of the Petition are confessed by him to be true, and that the defendants are indebted to the Plaintiff in the Sum of $127.50 with interest at 6 per cent from July 6 "1896" amounting to $157.25

It is therefore Considered, ordered, and adjudged by the Court that the said Plaintiff Indiana and Ohio Live Stock Company recover from the defendants E. P. Houghton, and W. Y. Roots the said Sum of $157.25 and his costs herein expended.

Attest J. N. Garnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, to-wit: on the 12th day of October in the year of Our Lord One Thousand Eight Hundred and Ninety Seven.

Be it Remembered that heretofore to-wit on the 27th day of April A.D. 1897 Sarah E. Baughman filed in the Clerks Office of the said Court of Common Pleas the following Petition against Josias Boughman et al. to-wit:

Sarah E. Baughman: Plaintiff
vs
Josias Baughman George Hannawalt, and Ester Hannawalt Defendants

Union Common Pleas

Petition

No 7360
Petition

Plaintiff has a bona-fide residence in the County of Union, and on the 9th day of March, 1870, She was Married to the defendant Josias Baughman, and has lived with him ever Since until April 20th 1897, when he abandoned the plaintiff without good cause and has gone to live with his daughter the defendant: Esther Hannawalt, and declared that he will not return to plaintiff or live with her any More:= He has left the plaintiff Wholly Without Means of Support, and Made No provision Whatever for her Support:= Wherefore plaintiff Charges Said Josias Baughman with gross Neglect of duty and abandonment.

Further plaintiff Says, that at the time of their Marriage, She was a Widow 65 years of age, And he a Widower 78 years of age, and he was in possession of the Land Hereinafter discribed, To-wit: 60½ acres in Dover Township Union County Ohio, part of V.M. Survey No 8956 and represented to her that he was the owner of Said property for his life having deeded it to his daughter Sept 24th 1889, and reserved to himself an Estate therein for and during his life, and that they would have the use of the farm for their Support as long as he lived:= He also owned and had promissory Notes to the amount of $800.00 which he promised to give to plaintiff, or to turn into Land to be deeded to her in fee-Simple as an inducement to Said Marriage: And on the faith of Said promise: She Married Said defendant.

At the Marriage he had a good Cow and he Soon afterward bought another Cow: They were Worth 35 to 40$ each:= He also owned Two Horses worth $160.00 $90.00 $250.00:= He Now owns a Horse and Buggy, and has about 80 bushels of Corn in the Crib, and a Ton of hay in the Barn.

The Said Notes were Turned over by Said Josias Baughman to defendant George Hannawalt Without plaintiffs knowledge or Consent to be looked after, and Said Hannawalt Held Said Notes for plaintiffs use, but in opposition to her will, and when She complained of this arraignment he Said he had taken the Notes and was holding them on account of Said Josias Baughman Not being Capable of doing business himself, and told her that whenever She needed anything She could call on him for it and he would get it-even to a Silk dress, to this arraignment plaintiff objected, and refused to accept the Same, and told him that She never call on him for any thing, for the Notes were given to her, and Honestly belonged to her and he had no right to have or handle them And She would not recognize him as having any authority or Control over her or her property or business:= This was about two or three years after the Marriage.

No 7360
Precipe

Plaintiff has Never received anything from him:= About the time of the above Conversation, Defendant Josias Boughman and George Hannawalt prepared to buy a House and lot worth $400.00 and give her a life estate therein

to Satisfy
and for her
ances, an
in the Ba
defendant
brought a
two Chilre
and the re
The Sa
his daugh
occupied th
he rented t
After tha
within the
about 60 ba
defendant
possession
More and
The d
and body
the plaintif
and leave
threatening
plaintiff t
get the hea
about to a
if Not res
defeat pla
proceed i
plaintiff
great an
from and
Said defen
or interfe
for an ac
property a
State of O
and Allega
Sworn to
to the Cler
the petit

to Satisfy her Said demands, which plaintiff refused as it was only half that She was to have and for her life only:= The $40 horse was exchanged for the buggy defendant Baughman now drives, and the 160$ horse was traded for the horse he now has, and 40$ which was deposited in the Bank at Marysville:= the Second Cow worth 40$ plaintiffs Said Husband drove to defendants George Hannawalts and Said he was to exchange it for a Jersey Cow, but never brought any Cow home in lieu of her, and Said Hannawalts retained her Plaintiffs Cow (Heifer) was disposed of by Said George Hannawalt and Josias Baughman between them, and She never received any thing for Same.

The Said Josias Baughman never delivered possession of Said land under Said deed to his daughter:= and ever Since Said Marriage has lived on Said land with plaintiff and occupied the Same and left plaintiff in possession thereof:= the first year of their Marriage he rented the corn land and Meadow to her Son, and got the use of products of the farm.

After that the defendants Hannawalts began to claim and gradually extended their claim within the last three years to nearly the Sole control of the premises: taking this year all but about 60 bushels of the corn probably 200. bushels:= For the last two years the Hannawalts defendants have got Most of the products of the place, but the plaintiffs husband has had possession of the place, and control of the Same:= though permitting in the last years More and More of the Management to Said George Hannawalt.

The defendant Josias Baughman is now in his 80th year and is very feble in Mind and body and has been overpersuaded by the other Said defendants to leave and abandon the plaintiff and their home, and estate in Said property, and go and live with them and leave the plaintiff to Shift for herself:= They the Said Hannawalts, Defendants, are threatening to turn the plaintiff out of possession of Said premises, and have notified plaintiff that She Must Make Some other arainyments and are threatening to come and get the household goods claimed to belong to him;= Said Josias Baughman is about to dispose of Said personal property and passing Rights in Said lands, and if Not restrained by the Injunction of this Court will dispose of the Same. So as to defeat plaintiff from obtaining alimony therein, and Said other defendants will proceed if not prevented by an Injunction to obtain possession and dispose of this plaintiffs Said lands by force or Suit at law, and appropriate Said personal property, to the great and irreparable injury and damage of plaintiff:= Therefore plaintiff prays for an allowance of alimony for her Support, and Expense of this Suit, and that the Said defendants be injoined from disposing of Said property or rights, and disturbing or interfearing with her possession of Said farm, home, and household goods and asks for an account of Said Notes and their proceeds, and for reasonable alimony out of defendants property on final hearing, and for all proper and Equitable relief

J B. Cale Plaintiffs Attorney.

State of Ohio Union County, ss:

Sarah Baughman the plaintiff being Sworn says the facts Stated and allegations in her foregoing pleading are as She believes True

Sarah E. Baughman

Sworn to and Subscribed before me this 28. day of April 1897

James Mc Campbell Probate Judge

To the Clerk

No 7360 Precipe

Issue Summons for defendants. Indorsed Injunction allowed and copy of the petition for Josias Baughman in above case

J B. Cale

Attorney for Plaintiff

April 28th 1897. The following Order of Injunction by Probate Judge was filed in the Clerks office to-wit

Order of Injunction

Before the Probate Judge.

Sarah E. Baughman
Plaintiff
vs
Josias Baughman, George Hannawalt and Esther Hannawalt, Defendants

Motion for Temporary Injunction in The Court of Common Pleas; Union County Ohio

No 7860 Order of Injunction and Certificate of Copy

And Now on this 28th day of April 1897 came the plaintiff by James B Cale her attorney, and it being Made to appear therein at this Time No Common Pleas. Circuit, or Supreme Judge within Said County, the Matter of the plaintiff for a Temporary injunction Came on and was heard upon the petition of the plaintiff and the Affidavit therewith and 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 disposing of Said property or rights in the Petition described and Set forth and from disturbing or interfearing with plaintiffs possession of Said farm, home, and household goods in Said Petition Mentioned, as prayed for in Said Petition of Plaintiff = It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this Case Endorsed injunction allowed Without Bond.

James McCampbell. Probate Judge.

The State of Ohio
Union County ss

Certificate of Copy

I, James McCampbell Sole Judge and ex-officio Clerk of the Probate Court within and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct copy of the original Order of Injunction now on file in Said Probate Court in this Cause

In Testimony Whereof I have hereunto Set My hand and affixed the Seal of Said Court at Marysville this 28th day of April 1897

(Seal)

James McCampbell Judge and ex-officio Clerk

April 28th 1897. The following Summons was issued and delivered to the Sheriff To-wit.

No 7860 Summons

Summons

The State of Ohio Union County

To the Sheriff of Said County

You are hereby Commanded to Notify Josias Baughman, George Hannawalt and Esther Hannawalt. That they have been Sued by Sarah E. Baughman in the Court of Common Pleas of Union County, and Must answer by the 22nd day of May A.D. 1897 or the Petition of the Said Plaintiff 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. 1897

Witness My hand and the Seal of Said Court this 28th day of April A.D. 1897

J.N. Garnell Clerk
By Jno A Gamble Deputy

April 28

No 7860 Order of Injunction and Certificate of Copy

No 7860 Entry

May 5th 18

Sarah E
V
Josias.

defendand
described.
Baughma
lands for
Petition,
tiff. & exp
day, and
1897, and
before the

And
costs of def

This Lis
Baughma

No 7860 Summons

Oct 6th 189

Sarah E.
V
Josias E
George Ha
Esther Ha

George
Journal
of this
to answ

April 24th 1897: The following Return was made on Summons To-wit

No 7360 Sheriffs Return on Summons

The State of Ohio
Union County

Sheriffs Return

Sheriffs Fees		
Service Return		80
Mileage	2	56
Copies		45
Total	$3	81

Received this writ April 23rd A.D. 1897. at 3. O'Clock P.M. and Served Same by delivering a true and Certified Copy of this writ with all the within Indorsments Seven to Josiah Baughman George Hannawalt and Esther Hannawalt Personally, also to Josias Baughman by handing him a Certified Copy of the Petition thereof on the 28th day of April 1897

J Ed Robinson Sheriff.

No 7360 Entry

May 5th 1897 The following Entry was filed in the Office of the Clerk of the Court. To-wit

Sarah E Baughman,
vs
Josias. Baughman, et al

Union Common Pleas Court.
Entry

This day Come the Parties, and by agreement of Plaintiff, and defendants all claimes and demands as to the 60½ acres, tract of land in the the Petition described in the Name of Ester Hannawalt and released by said Sarah E. Baughman, to Baughman, Plaintiff, and said Plaintiff disclaims any present or future intrest in said lands for a valuable consideration of $50.00 Each. The horse and Buggy mentioned in the Petition, and the household goods and furniture and Supplies now in possession of Plaintiff. Except the private books and pictures of defendant Josias Baughman, and the Corn and Hay, and She is, and She is to have Corn and Hay to feed her Horse, and Chickens till May 20th 1897, and have the privadige of removing her Poultry immediated so far as possible before the 20th of May, and the remainder without unnecessary delay.

And this Cause as to George and Ether Hannawalt is dismissed without Record at the Costs of defendant to May 4th 1897.

S.F. Arthur Attorney for George and Esther Hannawalt.

This dismissal is without prejudice as to any other property of the defendand, Josias Baughman, than said land

J.B. Cole Attorney for Plaintiff.

Oct 6th 1897. The following Entry was filed in the Clerks Office: To-wit.

No 7360 Entry

Sarah E. Baughman.
vs
Josias E Baughman
George Hannawalt and
Esther Hannawalt

Entry

This day Come the Plaintiff, and dismissed this Case as to George Hannawalt and Esther Hannawalt defendants as per agreement on the Journal, without prejudice, and at the Costs of the defendants, to May 4th 1897.

It is therefore adjudged & Considered that the said defendants pay the Costs of this Suit. Up to May 4th 1897 inclusive, and the Costs of this Entry and Execution is awarded Therefor Costs Taxed at $ Approved D. D. Judge

Oct 12th 1897: The following Entry was filed with the Clerk of this Court to-wit

No 7360
Entry

Sarah E. Baughman, Plaintiff
vs
Josias Baughman et al Defendants

Union Common Pleas
Decree for Alimony

This day came the the Plaintiff and the defendant, Josias Baughman, being in default for answer and demurrer the Court find that the allegation of the Petition are confessed by him to be true, and that the Plaintiff was at the time of filing her Petition a bona-fide resident of this County of Union, and that she is Entitled to Alemony out of the Estate of her Husband, the said defendant.

It is further Ordered, and adjudged that the defendant pay to the Plaintiff as her reasonable allimony in Money the Sum of Four Hundred Dollars ($400.00) payable as follows $100.00 thereof in thirty days $100.00 in one year $100.00 in two years $100.00, in three years from the entry of this decree, and in default of such payment for three days Execution is allowed to issue therefor

It is therefore ordered that the said defendant pay the costs herein taxed to $ within 5 days or that Execution be allowed to issue therefor.

J B. Cole Attorney for Plaintiff

Attest J McGarrell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Doan, Judge of the said Court, of the Term of September To-wit on the 16th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven:

Be it remembered that heretofore, To-wit: on the 20th day of August A.D. 1897 J. Ed Robinson, Sheriff; filed in the Clerks Office of the said Court of Common Pleas the following Petition, against Jane Haines.

No 7422
Petition

J. Ed Robinson Sheriff
Plaintiff in Error
vs
Jane Haines
Defendant in Error

In the Court of Common Pleas
Union County Ohio.

Petition in Error

Plaintiff in Error says, that on the 26th day of July A.D. 1897: defendant in Error recovered a final judgment against Plaintiff in Error in an action then pending before W.M. Hubbard, a Justice of the Peace in and for York Township, in the County of Union and State of Ohio, wherein defendant in Error was Plaintiff, and Plaintiff in Error was Defendant of which action a Transcript of the docket and Record of proceedings of said Justice therein is herewith attached and herewith filed

There is Error prejudicial to Plaintiff in error manifest upon the face of said Record and proceedings in this To-wit:

1st Plaintiff in Error was not duly Served with Summons in said action as shown by the said Record. Thereof.

2nd Said Justice of the Peace had no Jurisdiction over Plaintiff in Error in said action

3rd Said Justice Erred in proceeding with the trial of said action, and in rendering

---

Judgme
over Jim
Whe
be restor
according

No 7422
Precipe

To the Cler

With Sect

August

The State of
Union C

J. Ed Rob
Plaintiff
V

No 7422
Summons
in Error

Jane Ha
Defenda

defendan
of the Cler
Which Said
July A.D.
Township
Said Court
of Said Co
Jan
the first da

No 7422
Certificate
Service and
Mileage
Copy
Total

judgment against Plaintiff in Error therein without having first acquired jurisdiction over him

Wherefore Plaintiff in Error prays that said judgment may be reversed, and that he be restored to all things that he has lost by reason thereof, and that he may have judgment according to law,

J. F. Miller Attorney for Plaintiff in Error

Praecipe

No 7422 Praecipe

To the Clerk of said Court:

Issue Summons in Error for the Defendant in Error in accordance with Section 6716. of the Rev. Stats of Ohio.

August 20th 1897. The following Summons in Error was issued and delivered to the Sheriff to-wit

The State of Ohio
Union County

Summons in Error
Common Pleas from J. P.

J. Ed Robinson Sheriff
Plaintiff in Error
vs
Jane Hines
Defendant in Error

Court of Common Pleas

No 7422 Summons in Error

To the Coroner of said County:

You are hereby commanded to Notify the above Named Defendant in Error, that the above Named plaintiff in Error has filed a petition in the Office of the Clerk of Court of Common Pleas of the county aforesaid, asking the reversal of a judgment which said Defendant in Error obtained against said plaintiff in Error, on the 26th day of July A. D. 1897. by the judgment of M. M. Hubbard, Justice of the Peace in and for the Township of York in said County, and that Unless the said Defendant in Error attend upon said Court of Common Pleas on the 6th day of September 1897, the day upon which the Next Term of said Court Commences. said judgment may be reversed.

You will Make due return of this Summons, on or before the 6th day of September the first day of the Next Term of said Court:

Witness My Signature and the Seal of said Court this 20th day of August. A. D. 1897.

J. N. Gossett Clerk

August 28th 1897 Summons in Error returned and filed Endorsed as follows To-wit:

No 7422 Coroners Return

Coroners Return

Coroners Fees		
Service and Return		50
Mileage		96
Copy		15
Total	$ 1	61

Left Copy at residence of the defendant Aug 26th 1897.

September 16th 1897. The following Entry was filed in the Clerks Office To-wit.

J Ed Robinson
Plaintiff in Error
Vs.
Jane Hines
Defendant in Error

In Court of Common Pleas
Union County, Ohio.

Entry

This Cause Came on for hearing this Sixteenth day of September 1897, upon the petition in Error and the Transcript therein filed, and was argued by Counsel; On Consideration whereof, the Court find that there is Error therein Apparent upon the record, to the prejudice of plaintiff in error, in this to-wit:

In the Original Action before the Justice of the peace, herein Sought to be reversed, the said Justice failed to gain Jurisdiction over the plaintiff in Error because there was No proper Service of Summons upon him, and because he resided and was Summoned without the Township in which said Justices Court was held.

It is therefore considered by the Court that the said judgment of said Justice of the Peace be reversed and held for Naught. And it is therefore further considered that the plaintiff in Error recover from the defendant in Error, all Costs that have accrued herein up to this time including the Costs that accrued on account of the proceedings before said Justice hereby reversed, to wit The Sum of dollars Cents and Execution is hereby awarded therefor

Attest J N Garnell Clerk

No 7375
Affidavit

that he
to be rev
Anna
Sixty-E
Was due
recover
further

Sheriff's E

filed in

M. W.

Anna Hill

and it
and is
Forty Fou
1891: a
ordered
be revi
that said

Septemb

on the
of Unio
her befo

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable, Duncan Dow, Judge of said Court, of the Term of September To-wit: on the 15th day of September in the year of Our Lord One Thousand Eight Hundred and Ninety Seven.

Be it Remembered that heretofore To-wit, on the 30th day of April A.D. 1897 M. W. Hill filed in the Clerks Office of the said Court of Common Pleas the following, Motion for Conditional Order of Reivor of Dormant Judgment against Anna Hill Pitman To-wit

No 7375
Motion for Conditional Order of Reovir of Dormant Judgment

M. W. Hill Plaintiff
Vs
Anna Hill Pitman
Defendant

Court of Common Pleas of Union County
Motion for Conditional Order of Reovir of Dormant Judgment.

M. W. Hill the above named Plaintiff Moves herein for the allowance of a Conditional order of reovir of the judgment rendered in this action in his favor, and against the said Defendant before Jason Case Justice of the Peace in and for Claiborne Township Union County Ohio, on the 18th day of March A.D. 1891, for the Sum of One Hundred and Forty one Dollars and Two and Nicety Cents Costs with interest at the rate of Six per cent per annum from the 18th day of March A.D. 1891, which Judgment is wholly unsatisfied and upon which No execution has been Issued out:- A Transcript of said Judgment was duly filed with the Clerk of Courts of Union County for Execution on the 31st day of March A.D. 1891

No 7375
Conditional order of Reivor of Dormant Judgment

No 7875
Legal Notice

Said Order to be for the Sum of One Hundred and Forty four Dollars and Sixty Eight Cents With Interest from the 18th day of March A.D. 1891

J. F. Millar Attorney for Plaintiff

April 30th 1897 The following Affidavit was filed in the Office of the Clerk of Courts To-wit

M. W. Hill – Plaintiff
vs
Anna Hill Pitman Defendant

In Court of Common Pleas Union County Ohio
Affidavit

No 7375
Affidavit

State of Ohio, County of Union ss:

M. W. Hill, being first duly Sworn, Says that he is the plaintiff in the above Entitled action, that the judgment hereby Sought to be revived is Wholly unsatisfied, that there is due to him from the Defendant Anna Hill Pitman thereon the Sum of One Hundred and Forty-four Dollars, and Sixty-Eight Cents with interest from the 18th day of March, 1891, that personal Service Was duly had upon Said defendant in the Original action in which Said judgment Was Recovered, and that Said defendant is Now a Non-resident of the State of Ohio, and further Saith Not.

M. W. Hill.

Subscribed in my presence and Sworn to before me this 29th day of April A.D. 1897
Thomas P. Crotty
Justice of the Peace

April 30th 1897. The Following Conditional Order of revivor of Dormant Judgment filed in the Office of the clerk of Courts To-wit.

M. W. Hill = Plaintiff
vs
Anna Hill Pitman: Defendant

Court of Common Pleas of Union County
Conditional order of Revivor of Dormant Judgment.

No 7375
Conditional order of Revivor of Dormant Judgment

In this Cause, on the Motion of Said plaintiff, M. W. Hill, and it being Made to appear to the Court that the Said judgment herein has become and is dormant, and that there is Still due thereon the Sum of One Hundred and Forty Four Dollars and Eights cents with interest from the 18th day of March A.D. 1891:= It is therefore Ordered that Said Anna Hill Pitman be and they are hereby ordered to Show Cause why the Said judgment for Said Sum of Money Should Not be revived on or before the 12th day of June A.D. 1897 and in default of Such Showing, that Said judgment to Stand revived for Said Sum of Money.

Witness my Signature and the Seal of Said Court at Marysville this 30th day of April A.D. 1897

J. N. Gorsuch Clerk
By Jno A Gorsuch Deputy

September 16th 1897 The following Legal Notice and Proof of Publication was filed To wit

No 7875
Legal Notice

Legal Notice

Anna Hill Pitman, of Buena Vista Colorado will take Notice that M. W. Hill on the 30th day of April, 1897, Commenced proceedings in the Common Pleas Court of Union County Ohio, to revive a judgment rendered in his favor, against her before Joseph Case, a Justice of the Peace in and for Claibourne Township

of Said County, on the 13th day of March 1891, for the Sum of One Hundred and Forty-one dollars and 78. Cents, and $2.15 Costs with interest from Said date, a Transcript of which judgment was duly filed with the Clerk of Court of Union County, for Execution on the 31st day of March 1891; And that on Said 30th day of April 1897, a Conditional Order of Revivor of Said judgment was duly issued out of Said Court of Common Pleas requiring her to Show Cause why Said judgment for Said Sum of Money Should Not be revived on or before the 12th day of June 1897, and that in default of Such Showing Said judgment will Stand revived for Said amount

M W Kill

J. F. Millar Attorney

May 6th 1897-6-10

Proof of Publication

No 7875
Proof of Publication

State of Ohio Union County ss

J. George W. Warden Publisher of the Richwood Gazette, being duly Sworn, Say that the Notice hereto attached was published in the Gazette on the 6th day of May 1897 and continued therein 6 Consecutive times, during all of which time Said Newspaper was printed and in general Circulation in Said County,

Geo W. Warden.

Sworn to and Subscribed before me this 17th day of June 1897

Printers Fee $11.20 (Seal) J. F. Millar Notary Public

June 12th 1897. The following Answer of Defendant was filed in the Clerk Office Toreit

M. W. Kill Plaintiff
VS
Anna Kill Putman
Defendant

Court of Common Pleas Union County Ohio

Answer

No 7875
Answer

Now Comes the Said defendant and for her answer herein Says that on March 9th 1891. She gave up her residence in Said Township of Claibourne, and left with her family to join her husband who then resided in the State of Colarado. And that at the time Said Suit was Commenced She had No Residence in the State of Ohio, Which fact was then well known to the plaintiff, and Said Constable was informed thereof when he left Said writ at her alleged residence; She had No knowledge of Said proceedings and Suit until it was two late to appear or appeal therein; There was No Service of any kind on her in the case, and She never entered her appearance in Said case, and never had any legal notice of Said judgment altho She afterwards resided in this County for about two years; She further Says that neither the Original Summons nor the Copy thereof left by Said Constable at her alleged residence had any Endorsement on the back thereof of the amount for which Judgment would be taken if She failed to appear, No bill of particulars of Said alleged account was filed in the Suit that would Show what Said account was for, but plaintiff now Says it was for groceries furnished for the Subsistance of the family of Mrs Kill her husband; and Defendant Says that all Such goods So furnished was furnished on her Said husbands account and Credit, and not on her Credit or account; and that She was not at the beginning of Said Suit, or Since indebted to Said Kill on any account or Claim Whatever

A Copy of Said Original Summons is hereto annexed Marked "A" and

Made part of this answer = She further says that the whole of said proceedings on the part of M. W Hill were had with the fraudulent purpose of obtaining a judgment against her for her husbands debt. for which She was in no way responsible, and without her having any opportunity to defend or to be heard in the case, and thereby secure a lien on her property, and thereby coerce her into paying the expence of subsistence of her husband and family unjustly and without any agreement or obligation on her part to do so. Defendant says that said proceedings and judgment are fraudulent and without jurisdiction and void, and She therefore asks to be dismissed hence with her costs.

J. B. Cole Attorney for Defendant.

State of Ohio Union County ss:

J B. Cole being Sworn Says that he is the Attorney for Defendant duly authorized in the premises, and the defendant is absent from said County, and that the facts Stated and the allegations in her foregoing answer are as he believes true

J. B. Cole.

Sworn to and Subscribed before me this 11th day of June 1897,

Seal Jno A. Gosnell Deputy Clerk

September 15th 1897 The following Entry was filed in the Clerks office Dower suit

M. W. Hill Plaintiff
vs
Anna Hill Pitman
Defendant

Common Pleas Court Union County Ohio

Entry.

Now came the defendant herein, and the plaintiff being in default for Reply, and demurer, the Court find that the allegations of the answer are confessed by him to be true; - and that the judgment sought to be revived in this proceeding is Void, for want of jurisdiction and Service on the defendant or her appearance in the original action in which it was obtained.

It is therefore considered by the Court that the defendant, Anna Hill Pitman go hence without day, and recover from the plaintiff her costs herein Expended.

Approved. D. Doro. Judge
Sept 16th

J. B Cole Attorney for Defendant

Attest J. M. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo Judge of the said Court of the Term of April Co-wit on the 21st day of June in the year of Our Lord, One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore Co. wit on the 19th day of February A.D. 1877. that J. L. Cameron filed in the Clerks office of the said Court of Common Pleas the following Motion to Revive Judgment against James Carter to-wit,

No 2663 Motion to Revive Judgment

J. L. Cameron Plaintiff
vs
James Carter Defendant

In the Court of Common Pleas of Union County Ohio
Motion to Revive Judgment

The said J. L. Cameron moves the Court to grant a conditional order of revivor of a judgment in his favor against the defendant dated March 12th 1878; which judgment was rendered by a Justice of the Peace and Transcript thereof filed in this Court, and appearing on Execution docket K on page 598 on No 2668: the amount of said judgment $ 85.50 and cost. and the same has become dormant.

J. L. Cameron

February 25th 1897: The following Entry was filed in the Clerks office Co-wit.

No 2663 Entry on Motion

J. L. Cameron Plaintiff
vs
James Carter Defendant

In Union County Court of Common Pleas
On Motion to Revive Judgment

On Motion of the Plaintiff and it appearing to the Court that on the 12th day of March A.D. 1878 a judgment was rendered in favor of the Plaintiff and against the said James Carter defendant by J. H. King a Justice of the Peace of Paris Township in said County of Union Ohio for the sum of $85.50. and cost amounting to $2.50. and it further appearing to the Court that on the 28th day of March A.D. 1878. a Transcript of the said judgment and proceedings was filed in the office of the Clerk of the Courts, and that the Judgment was on said last named date entered in Execution Docket K on page 598 the said judgment Number being 2668. of the Execution Docket and record of this Court And it further appearing that no part of the said Judgment or cost have been paid, and that More that five years has elapsed since the last execution was issued, and upon said judgment; It is therefore ordered that the said judgment be revived unless sufficient cause be shown against the same within 30 days after the service of this order upon the said defendant.

No 2663 on Motion to revive Judgment

May 14th 1897: The following Motion to revive Judgment, was filed Co wit:

J. L. Cameron Plaintiff
vs
James Carter Plaintiff

In Union County Court of Common Pleas
On Motion to revive Judgment

On Motion of the Plaintiff, and it appearing to the Court that on the 12th day of March 1878 a judgment was rendered in favor of the Plaintiff, and against the said James Carter defendant by J. H. King

a Justice of the Peace of Paris Township in said County of Union, Ohio, for the Sum of $85.50 and costs Amounting to $2.15. And it further appearing to the Court that on the 28th. day of March 1878. a Transcript of the said judgment and proceedings was filed in the Office of the Clerk of this Court, and that the said Judgment was on said last Named date entered in execution docket K. on page 598. the said Judgment Number being 2663 of the Execution docket and records of this Court; And it further appearing that No part of said Judgment or Costs have been paid, and that More than five years has Elapsed Since the last Execution was Issued out upon said Judgment.

It is therefore Ordered that the said Judgment be revived unless Sufficient cause be Shown against the Same within 30. days after the Service of this Order upon the said defendant.

The State of Ohio Union County SS:

J. Ed Robinson being first duly Sworn Says, that on the 14th day of May 1897, he Served the said James Carter defendant with a true copy of the foregoing Order

Sheriff Fees

J Ed Robinson Sheriff

Copy		15
Service & Return		50
Mileage	1	12
Total	$1	77

Sworn to before me and Signed in my presence this 14th day May 1897

J. N Gosnell Clerk
By J N Gosnell Dpty

June 21st 1897 The following Entry was filed in the Clerks office to wit

J L Cameron Plaintiff
vs
James Carter Defendant

No 2463
Entry

Now Comes the said plaintiff, and the conditional order of Revivor herein having been duly Served upon the said defendant upon the 14th day of May 1897. and the said judgment still remaining unsatisfied, and No Cause being Shown why it Should Not be revived.

It is therefore ordered that the said judgment Do rit. rendered on the 12th day of March 1878 for the Sum of $85.50 by Henry J. King a Justice of the Peace, and of which judgment a Transcript was duly filed with the Clerk of this Court on the 28th day of March 1878. and the same entered upon Execution docket K on page 2663 of the Execution docket and records of this Court, Stands revived for the said Sum of $85.50 and costs $2.15 and interest from the said 12th day of March 1878.

And Execution is allowed to issue accordingly and also for the costs in this behalf Expended.

Attest J N Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow Judge of Said Court. of the Term of September, To-wit: on the 9th day of September, in the Year of our Lord One Thousand Eight Hundred and Ninety Seven

Be it Remembered that heretofore; To-wit on the 12th day of May A.D. 1897 Franklin Turner filed in the Clerks Office of the Said Court of Common Pleas the following Petition against John Turner et. al. To-wit:

No 7366
Petition

Franklin Turner, Plaintiff
vs
John Turner, Jane Turner
Henry Turner, Ruth Hurd,
Thomas Hurd, Mary Finley
Robert D. Finley, Christena Shirk
Silas Shirk and Samantha
Turner, = Defendants

In the Court of Common Pleas
Union County Ohio

Petition

Plaintiff has a legal right to and is Seized in fee by Inheritance from Samuel Turner, who died intestate on or about the 10th day of September, 1886, As Son and Heir at Law of Said Samuel Turner, of the Undivided One-Eighteenth part of the following described Real Estate = Situated in the Village of Peoria County of Union and State of Ohio, and known as Lots Numbers Nine (9) and Ten (10) in Said Village; For a more particular discription of Said Lots reference is Made to the recorded plat of Said Village in the Office of the Recorder of Said Union County.

Plaintiff has a legal to and is Seized in fee Simple by Purchase from Joseph K. Richie and Nancy Richie his Wife of the Undivided One third of the above described real Estate in addition to the Undivided 1/18 as above Set Out.

Plaintiff has also a legal Right to and is Seized in fee by inheritance from Said Samuel Turner, deceased, as Son and Heir at Law of Said Samuel Turner, of the Undivided One Sixth (1/6) part of the following described real Estate. Situated in the Village of Peoria County of Union and State of Ohio, and known as On Lot No Eleven (11) in Said Village, For a More definate discription of Said Lot, reference is Made to the recorded plat of Said Village in the Recorders Office of Said County of Union.

Said Samuel Turner, Deceased, has No Widow Living.

The Defendants, John Turner, Henry Turner Ruth Hurd, Mary Finley and Christena Shirk are tenants in common with plaintiff in Said premises in the following proportions:

One Eighteenth of Said Lots Nos 9 and 10, and one Sixth of Said Lot No 11 belongs by inheritance from Said Samuel Turner, to Said John Turner as Son and heir at Law of Said Samuel Turner.

One Eighteenth of Said Lots Nos 9 and 10, and One-Sixth of Said Lot No 11 belongs by inheritance from Said Samuel Turner to Said Henry Turner as Son and heir at Law of Said Samuel Turner, and one-third of Said Lots Nos 9 and 10 belongs to Said Henry Turner by purchase from Said Joseph K Richie and Nancy Richey.

One-Eighteenth of Said Lots Nos. 9 and 10, and one Sixth of Said Lot No 11, belongs to each of the defendants, Ruth Hurd Mary Finley and Christena Shirk, by inheritance from Said Samuel Turner to them as daughters and heirs at law

No 7366
Precipe

No 7366
Summons

of said Samuel Turner, deceased.

The plaintiff is intermarried with the defendant Samantha Turner; the defendant John Turner, is intermarried with the defendant, Jane Turner. The defendant Henry Turner is unmarried; the defendant Ruth Hurd is intermarried with the defendant Thomas Hurd, the defendant Mary Finley is intermarried with the defendant Robert D. Finley, and the defendant Christena Shirk is intermarried with the defendant Silas Shirk

All the defendants are of legal age and all reside in Union County Ohio Except Ruth Hurd and Thomas Hurd who reside at Hutchinson, Reno County Kansas.

Wherefore plaintiff prays that his interest may be set off to him in severalty, 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

J E Griffith Attorney for Plaintiff.

State of Ohio
Union County ss

Franklin Turner plaintiff being duly Sworn, says he believes the allegations in the the foregoing petition are true

Franklin Turner.

Sworn to and Subscribed before me this 12th day of May A.D. 1897

Seal

W N. Ayers Notary Public in and for Union County Ohio

Precipe

No 7366
Precipe

To the Clerk

Issue Summons in this case to the Sheriff of Union County, Ohio, for the defendants John Turner, Jane Turner, Henry Turner, Mary Finley, Robert D. Finley, Christena Shirk, Silas Shirk and Samantha Turner, returnable, according to law

Indorse=Action for Partition

J E Griffith Attorney for Plaintiff

May 12th 1897 the following Summons was issued to the Sheriff of Union Co Ohio for

No 7366
Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of the County of Union Greeting

We command you to notify John Turner Jane Turner Mary Finley, Robert D. Finley, Christena Shirk, Silas Shirk, and Samantha Turner that they have been Sued by Franklin Turner, in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of June A.D. 1897, the petition of said Franklin Turner against them filed in the Clerks Office of said Court, Such petition will be taken as true, and judgment rendered accordingly

You will Make due Return of this Summons on the 24th day of May A.D. 1897.

Witness My hand and the Seal of said Court this 12th day of May A.D. 1897

J N Gosnell Clerk
Jno B Gosnell Deputy

May 20th 1897: Summons returned and filed Endorsed as follows To-wit:

No 7366 Sheriff Return on Summons

The State of Ohio } ss
Union County }

Sheriff's Return

Sheriffs Fees		
Service [illegible]	1	30
Mileage	2	08
Copies	1	20
Return		25
Total	$4	83

Received this writ May 18th A.D. 1897. at 8. O'clock, A.M. and pursuant to its command on the 20th day of May A.D. 1897 I Served the Same by delivering a true and certified Copy of this Writ with all the written endorsements thereon To. John Turner, Jane Turner, Mary Finley, Robert D. Finley, Christena Shirk, Silas Shirk and Samuel Turner personally, to Henry Turner by leaving a Copy at his usual Place of Residence

J Ed Robinson Sheriff.

May 12th 1897. The following Affidavit was filed in the Clerk's Office To wit

Franklin Turner, Plaintiff
vs
John Turner and Others
Defendant

In the Court of Common Pleas
Union County Ohio
Affidavit

No 7366 Affidavit

Franklin Turner the above named plaintiff, being duly Sworn Says, that Ruth Hurd and Thomas Hurd, defendants in this action are Non-residents of the State of Ohio, and Service of Summons cannot be made upon them in this State, and that the case is one of those Mentioned in Section 5048 of the Revised Statutes of Ohio.

Franklin Turner

Sworn to and Subscribed before Me this 12th day of May A.D. 1897.

(Seal)

W. M Ayers Notary Public
in and for Union County Ohio

September 2nd 1897. The following Publication of Legal Notice was filed in the Clerks office To-wit.

No 7366 Legal Notice

Legal Notice

J. E Griffith Attorney

Ruth Hurd and Thomas Hurd, who reside in Hutchinson, Reno County, State of Kansas, will take Notice that Franklin Turner on the 12th day of May, 1897, filed his petition in the Court of Common Pleas of Union County, Ohio, being Case No 7366. Alleging in Substance, that plaintiff has a legal right to, and is Seized in fee in inheritance from Samuel Turner, deceased as Son and Heir at Law of said Samuel Turner, of the Undivided one-Eighteenth part of Lots Nos. 9. and 10. in the Village of Peoria, Union County, Ohio, and of the Undivided one-Sixth part of Lot No 11. in said Village, and that he is also the owner in fee by purchase of the undivided one-third part of said Lots Nos. 9. and 10. that John Turner Henry Turner, Ruth Hurd, Mary Finley and Christena Shirk are tenants in Common with plaintiff in said premises, in the following proportion: Henry Turner Same as plaintiff. John Turner, Ruth Hurd, Mary Finley, and Christena Shirk each own the Undivided one-Eighteenth part of Said Lots Nos 9. and 10., and the Undivided One-Sixth part of Said Lot No 11.

Plaintiff prays that his interest may be set off to him in Severalty. 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.

Said, Ruth Hurd and Thomas Hurd are each hereby Notified that they have been Made parties defendants in Said Petition, and that they are Each required to answer the Same on or before the 10th day of July 1897.

May 14th 1897.-6-Wks

Franklin Turner

The State of Ohio Union County ss:

The Undersigned being duly Sworn, Says that a Copy of the annexed Notice was published for 6 Consecutive weeks in "The Marysville Tribune" a Newspaper of general Circulation in the County of Union. the first publication beginning with May. 19th 1897.

John H Sheare

Sworn to and Subscribed before Me this 11th day of September 1897

J.M. Gaskill Clerk

September 9th 1897. The following Entry was filed in the Clerks office D-mit

No 3366

Franklin Turner Plaintiff
vs
John Turner et al Defendants

Court of Common Pleas Union County Ohio.
Entry

This Cause Now Coming on to be heard on the Petition, and the Evidence, the Court find that all of the defendants have had due Legal Notice of the pendancy and demand of the Said petition, and that they are in default for answer and demurer thereto

Whereupon, 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 Franklin Turner, has a Legal right to the Seven Eighteenths (7/18) of Said Lots Nos 9. and 10. and of the One-Sixth (1/6) of Said Lot No 11: The defendant, John Turner, Ruth Hurd Mary Finley, and Christena Shirk, Each have a Legal right to the One-Eighteenth (1/18) part of Said Lots Nos 9. and 10., and to the one-Sixth (1/6) part of Said Lot No 11, and the defendant Henry Turner, has a Legal right to the Seven-Eighteenth (7/18) part of Said Lots Nos 9. and 10. and to the One-Sixth (1/6) part of Said Lot No 11. and that the plaintiff is Entitled to have Partition Made of Said premises as prayed in his Petition

It is therefor Ordered that Partition of Said estate be Made; and J.C. Jenkins Emanuel Jarvis and W.L. Jenkins, three Judicious and disinterested freeholders of the County, are hereby appointed Commissioners to Make and Set off 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 of his proceedings herein Said Sheriff is ordered to make due return

Affirmed J.E. Griffith Attorney
for Plaintiff

No 7366 Receipt for Writ of Partition

September 4th 1897: The following Receipt for Writ of Partition was filed in the Clerk offic

Franklin Turner Plaintiff
vs
John Turner et ae Defendants

Court of Common Pleas Union County Ohio
Marysville Ohio Sept 4th 1897
To the Clerk of Court

Issue order of Partition in the above case to the Sheriff of Union County Ohio returnable according to law
J.E. Griffith Attorney for Plaintiff.

No 7366 Writ of Partition

September 9th 1897: The following Writ of Partition was issued by the Clerk To-wit

The State of Ohio
Union County ss

Writ of Partition
To the Sheriff of Said County

Pursuant to an order of our Said Court of Common Pleas within and for the Said County at the September Term A.D. 1897 in a civil action therein pending for partition wherein Franklin Turner the Plaintiff. And John Turner et als The defendants, you are hereby commanded that by the oaths of J.C. Jenkins, Emanuel Jarvis and W.L. Jenkins three judicious and disinterested freeholders of the Vicinity, who are not of kin to either of Said parties, and who were appointed by the Court as Commissioners for Such purpose, you cause Partition to be Made of the following described Real Estate situate in the Village of Peoria, County of Union, and State of Ohio:- And known as Lots Numbers Nine (9) and Ten (10) in Said Village: For a more particular discription of Said Lots reference is made to the recorded plat of Said Village, in the office of the Recorder of Said Union County.

Also the following described Real Estate:- Situated in the Village of Peoria County of Union, and State of Ohio, and known as On Lot No. Eleven (11) in Said Village. For a more definite description of Said Lot reference is made to the recorded plat of Said Village in the Recorders Office of Said County of Union:- among the persons named herein, and in the following proportions, To-wit:

To: Franklin Turner	of Lots Nos	9. and 10.	the Undivided	7/18	Part
To: " "	" "	No 11	"	1/6	Part
To: John Turner	of Lots Nos	9. and 10	"	1/18	Part
To: " "	" Lot No	11.	"	1/6	Part
To: Ruth Hird	" Lots Nos	9. and 10	"	1/18	Part
To: " "	" Lot No	11	"	1/6	Part
To: Mary Kinley	" Lots Nos	9 and 10	"	1/18	Part
To: " "	" Lot No	11	"	1/6	Part
To: Christena Slick	" Lots Nos	9 and 10	"	1/18	Part
To: " "	" Lot No	11	"	1/6	Part
To: Henry Turner	" Lots Nos	9. and 10	"	7/18	Part
To: " "	" Lot No	11	"	1/6	Part

But if the Said Commissioners are of the opinion that Said Real Estate cannot be divided according to the demand of this writ without Manifest injury to the value thereof, that you cause them to Make a just Valuation of the Same in Money: 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 9th day of Sept 1897

J.N. Gosnell Clerk

No 7366 Sheriffs Return on Writ of Partition

Sep

Sheriff's

Service
Mileage
Executing
Swearing
Report of Return

Commissioners
J.C. Jen
Emanuel
W.L. Jen
Total

Septem

Frankl
ag
John Tur

No 7366 Commissioners Report

issued,
after be
that Sai
Manifes

Septem

No 7366 Election to take

Franklin
John Turn
lot No 11

Septembe

No 7366 Entry

Frankli
John Tur
and the

in the Clerk offic

7

above case

Clerk Po-wit

said Court of
Term AD 1897
Turner, Fthe
by Commanded,
Three judicious
either of said
in said before,
ate situate in
nown as Lots
ticular descrip-
age. in the

illage of Peoria
(13) in said
e to the recorded
= among

8 Part
Part
Part
Part
Part
Part
Part
Part
Part
Part
Part
not be divided
thereof. that you
such proceedings
t further with
ourt of Common
day of Sept 1897
Clerk

No 7366
Sheriffs
Return
on Writ
of Partition

September 13th 1897 The following return was made on Writ of Partition by the Sheriff To-wit

Sheriffs Fees		
Service		22
Mileage	1	74
Executing Writ	1	00
Swearing Com's		25
Report of Com's		25
Return		25
Commissioners Fees	3	73
J C Jenkins	1	00
Emanuel Jarvis	1	00
W L Jenkins	1	00
Total	3	00

Sheriffs Return

As Commanded by the foregoing writ of Partition, I have Executed the Same by the Oaths of J.C. Jenkins Emanuel Jarvis and W.L. Jenkins Causing Said Partition to be Made, as will appear by the Report of the Commissioners herewith returned

Given Under My Hand this 13th day of September AD. 1897

J Ed Robinson Sheriff.

September 13th 1897: The following Report of the Commissioners was filed To-wit

No 7366
Commissioners
Report

Franklin Turner
against
John Turner et al

Commissioners Report

In Partition

According to the Command of the Writ of Partition in this Case issued, and on the Call of the Sheriff of Said County, We the Undersigned, Commissioners after being first duly Sworn, And Upon actual View of the Premises, We are of Opinion that Said Real Estate Cannot be divided according to the demand of the Writ Without Manifest injury to the Value Thereof, and We do Estimate the Value of the Same at:

1st discribed Lots 9 and 10. Appraised at $260.00
2nd discribed Lot 11 appraised at $500.00

Given Under our hands this 13th day of September AD. 1897

J C Jenkins
Emanuel Jarvis
W L Jenkins
} Commissioners

September 16th 1897: Election to take at appraisment filed with the Clerk of Courts To-wit

No 7366
Election
to take

Franklin Turner Plaintiff
VS
John Turner et al. Defendants

Court of Common Pleas: Union County Ohio
Election

Now comes the plaintiff Franklin Turner, and Elects to take lot No 11. as described in the Petition at the appraisment. Viz:= $500.00

Franklin Turner.

September 16th 1897: The following Entry was filed in the Office of the Clerk of Courts To-wit

No 7366
Entry

Franklin Turner Plaintiff
VS
John Turner et al Defendants

Court of Common Pleas Union County Ohio
Entry

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 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 Appraisment of Said Estate at $260.00 for Lots Numbers 9 and 10, and at $500.00 for Lot No 11, 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 it appearing to the Court that the Said Franklin Turner Plaintiff has Elected to take Said Lot No 11 (Eleven) at its Appraised Value, to wit $500.00 and that the terms of payment are to be One-third Cash, One third in One year and one-third in two years with interest, and deferd payments to be Secured by first Mortgage upon the premises So taken,

And the Court finding that the Costs of this action including a Counsel fee of $18.75 to J.E. Griffith for his Services herein in reference to Said Lot No 11, amounts to $47.76 being the proportion Chargable against Said Lot No 11; and that there is due to the Treasurer of Union County, as Taxes and penalty on Said premises, the Sum of $2.26= It is therefore ordered by the Court that Upon payment being made to the Sheriff by the Said Franklin Turner, of his proportion of Said Costs and Taxes to-wit the Sum of $7.75 and Upon his paying in Cash to Said Sheriff and in Notes payable to the respective parties Secured by Mortgage upon the premises, the proportion of the Appraised Value due to the other parties, as heretofore fixed by the Court, the Said Lot No Eleven (11) be and it hereby is adjudged to him, and the Sheriff is ordered thereupon to Make and Execute to him a Conveyance therefor.

And the Court Coming Now to distribit the proceeds of Said Lot No 11, it is ordered that the Sheriff upon receiving the Same, as above, pay,

First to the Treasurer of Union County $2.26 being the Taxes and penalty due on Said Lot No 11,

Secondly to the Clerk of this Court the Costs of this action Chargable to Said Lot No 11, including Counsel fee as aforesaid the Sum of $47.76

Thirdly to the Defendant, John Turner in the Sum of $19.41 and also Two Notes for $27.78 each, due in one and two years from date, to the Defendant Ruth Hurd, in Cash the Sum of $19.41, and also Two Notes for $27.78 each due in one and two years from date, To the Defendant Mary Kirby in Cash the Sum of $19.41 and also two Notes for $27.78 Each due in one and two years, To the Defendant Christena Shirk in Cash the Sum of $19.41 and also two Notes for $27.78 each due in one and two years, And to the Defendant Henry Turner in Cash the Sum of $19.41 and also Two Notes of $27.78 each due in one and two years in full of their respective rights in Said Lot No 11, all of Said Notes to bear interest,

And Thereupon Neither of Said parties Electing to take Said Lots Nos 9 and 10 at their appraised Value, on Motion of the plaintiff it is ordered that Said Lots Nos 9 and 10 be Sold at Public Auction at the North door of the Court House in Marysville Ohio, and that an Order issue therefor to the Sheriff of Said Union County,

And on Motion of the plaintiff and for good Cause Shown, it is ordered that the Sale be Made per Curiam

And Said Sheriff is Ordered to return his proceedings to this Court Without Unnecessary Delay

Robinson & Woodburn for John Turner
J.E. Griffith Atty for Plaintiff

No 7366 Precipe for Order of Sale

No 7366 Order of Sale in Partition

No 7366 Sheriffs Return on Order of Sale

filed 19
Franklin
John Tu
Above Co

of Unio

The State
Union C

of Comm
in a Cer
is Belie
delay go
Describe
and Kno
parties
in the Of

Ap
to our S
then and

October

Sheriffs F
Service
Mileage
Copy to Prin
Bondage
Return
Total
Printers fee
Came Fir
Seventy fe
and they

No 7366 Precipe for order of Sale

September 17th 1897. The following Order of Sale in Partition was filed in the Clerks Office Do wit

Franklin Turner Plaintiff VS John Turner et al Defendants	Union Court of Common Pleas Union County Ohio. Marysville Sept 17th 1897. To the Clerk of said Court:

Issue Order of Sale in Partition in the above Case for Lots Nos 9 th 10 to the Sheriff of Union County Ohio returnable according to law
J E Griffith Attorney for Plaintiff.

September 17th 1897; Order of Sale issued and delivered to the Sheriff of Union County Ohio as follows to-wit.

No 7366 Order of Sale in Partition

The State of Ohio Union County ss	Order of Sale in Partition 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. 1897 in a certain Petition for Partition now pending in said Court, wherein Franklin Turner is Petitioner and John Turner et al. is Respondents; We Command you that without delay you proceed to Sell at public auction the Lands and Tenements in said partition, Described, To, wit:- Situated in the Village of Peoria, County of Union and State of Ohio, and known as Lots Numbers Nine (9) and Ten (10) in said Village; For a more particular discription of said lots, reference is Made to the recorded plat of said Village in the office of the Recorder of said Union County

Appraised at $260.00 and that your proceedings in the premises you Make known to our said Court of Common Pleas within Sixty days from the date hereof; and have you then and there this writ.

Witness My hand and the Seal of said Court at Marysville this 17th day of September A.D. 1897.
J N Gosnell Clerk.

No 7366 Sheriffs Return on Order of Sale

October 23rd 1897; Order of Sale in Partition returned and filed Endorsed as follows To-wit

Sheriffs Fees		
Service		25
Mileage		16
Copy to Printer		25
Bondage	1	30
Return		25
Total	2	21
Printers fee	9	75

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 News paper printed and of general circulation in Union County. Ohio and on the 28th day of October A.D. 1897. at one 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 Franklin & Henry Turner who bid for the same the Sum of One Hundred and Seventy four Dollars: Said Sum being more that two-Thirds of the Appraised Value. and they being the highest and best bidders was declared the purchasers.

J Ed Robinson Sheriff
Union County Ohio

---

of $7.32

No 7864
Sheriff Sale

November 5th 1897 the following Sheriffs Sale and Proff of Publication was filed

Franklin Turner
vs
John Turner et al

Sheriffs Sale
J E Griffith Attorney
Order of Sale in Partition
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 for Sale at the North door of the Court House in Marysville, Ohio, on Saturday October 23rd 1897 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 Peoria, County of Union and State of Ohio and known as Lots Numbers Nine (9) and Ten (10) in Said Village. For a more particular discription of Said Lots reference is Made to the recorded plat of Said Village in the Recorders Office of the Recorder of Said Union County

Appraised at $260.00
Terms of Sale Cash

J Ed Robinson Sheriff
Union County Ohio

September 22nd 1897, 5'10

No 7864
Proof of Publication

The State of Ohio Union County ss

The Undersigned being duly Sworn Says that a copy of the annexed Notice was published for 5 Consecutive weeks in the Marysville Tribune a Newspaper of general Circulation in the County of Union. the first publication Beginning with Sept 22. 1897

W O. Shearer

Sworn to and Subscribed Before Me this 5th day of November 1897.
Printers fees $ 9.75

John A Gemmill Deputy Clerk

November 26th 1897; The following Entry was filed with the Clerk of Courts Viz:

No 7864
Entry

Franklin Turner, Plaintiff
vs
John Turner et al. Defendants

Court of Common Pleas Union County Ohio
Entry

On Motion of the plaintiff, and upon preduncing 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 purchasers, Franklin Turner, and Henry Turner

It is further ordered that out of the proceeds of Said Sale to wit $174.00 the Sheriff pay: First to the Treasurer of Union County Ohio. $3.27, being the Taxes and penalty due on Said Lots. Nos 9. and 10.: Secondly. To the Clerk of this Court the balance of the Costs of this action including a counsel fee of $8.70 to J E Griffith for his Services herein Taxed at $88.22 :: Thirdly: And of the residue of the proceeds of Said Sale to the plaintiff Franklin Turner 7/18 of the Cash proceeds to-wit the Sum of $57.22 To the defendant Henry Turner 7/18 of the proceeds, to-wit the Sum of $51.22 to the defendant John Turner, One Eighteenth (1/18) of the proceeds, to-wit the Sum of $7.32. To the defendant Mary Finley 1/18 of the proceeds, to wit the Sum of $7.32. To the defendant Christena Shirk 1/18 of the proceeds to-wit the Sum of $7.32. and to the duly authorized representatives of Ruth Hurd, former defendant herein, 1/18 of the proceeds, to-wit the Sum

of $ 7.82. and case to be left on docket until next term of Court

---

Pleas Continued and held at the Court House in Marysville. Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable John A. Price. Judge of Said Court. of the Term of September. To-wit. on the 16th day of November in the year of our Lord. One thousand Eight Hundred and Ninety Six

Be it remembered that heretofore. To-wit on the 21st day of September A.D. 1896 Phebe Kirby filed in the Clerks Office of Said Court of Common Pleas the following Petition against D.B. Patch To-wit.

No 7214 Petition

Phebe Kirby
Vs
D. B. Patch

In the Court of Common Pleas of Union County Ohio
Petition

The Plaintiff Says: that this her first cause of action is founded upon a certain promissary Note for the payment of Money of which the following is a copy

$200 00 Marysville Ohio January 8th 1885

September 8th 1885 after date I promise to pay to the Order of M. P Wood and E.J. Ainsworth Two Hundred Dollars at Marysville Ohio Value received
Due Sept 8th 1895 D.B. Patch

Indorsed "Without recourse. E. J. Ainsworth. M. P Wood

There are no other or further indorsments on Said Note: Plaintiff is the legal owner and holder of Said Note.

There is due and remaining unpaid upon Said Note from Said defendant to Said Plaintiff the Sum of Two Hundred Dollars. with Six per cent interest from September 8th 1895.

Ad Second Cause of Action For her Second Cause of action Plaintiff Says that this her Second cause of action is founded upon a certain promissory Note for the payment of Money of which the following is a copy.

$8 40 Marysville Ohio Nov 16th 1885.

One day after date I promise to pay to the Order of Kirby & Greenwalt Eight 40/100 Dollars at Eight per cent interest from date Value received

Indorsed "Pay Phebe Kirby or order Kirby & Greenwalt. D.B. Patch

There are no other or further indorsments on Said Note..

The Plaintiff is the legal owner and holder of Said Note

There is due and remaining unpaid upon Said Note from Said defendant to Said plaintiff the Sum of Eight and 40/100 Dollars. with Eight per cent interest thereon from November 16 "1885.

The plaintiff therefore asks Judgment against Said defendant for the Sum of Two Hundred and Eight and 40/100 Dollars with 6 per cent interest on $200 00 from September 8 "1885 and Eight per cent interest on $8 40 from November 16 "1885.

John M Broderick Attorney for Plaintiff

The State of Ohio
Union County

Phebe Kirby the Plaintiff being Sworn Makes oath that the facts Stated in the foregoing Petition are as affiant believes. True Phebe Kirby

Sworn to by Said Phebe Kirby before me and Signed by her in My presence this 21st day of September 1896. J.M. Connell Clerk
By Jas A Connell Deputy

7214 Affidavit for Attachment

7217 Affidavit for Publication

September 21st 1896 The following Affidavit for Attachment was filed in the Clerk Office To-wit

7214
Affidavit for Attachment

In the Court of Common Pleas of Union County Ohio.

Phebe Kirly Plaintiff
vs
D.B. Patch Defendant

Affidavit for Attachment

The State of Ohio County of Union ss.

Phebe Kirly the Plaintiff herein being Sworn Makes Oath that She has commenced an action against the Said Defendant Upon two promissory Notes Made by the defendant amounting to Two Hundred and Eight 2nd 50/100 Dollars. With Six per cent Interest on $200.00 from September 8th 1885. and Eight per cent, interest on $8.75 from November 16th 1885. — That Said Claims are just, and that Plaintiff ought as She the Affiant believes, to Recover thereon the Sum of Two Hundred and Eight 2nd 45/100 Dollars with 6 per cent Interest on $200.00 from September 8th 1885. and 8 per Cent interest on 8.75 from November 16th 1885. — She also Makes Oath that the property Sought to be Attached is not Exempt from Execution, and is not the personal Earnings of Said defendant for Services rendered within three Months prior to the Commencement of this action. She also Makes Oath that Said defendant is a Non-Resident of Said State of Ohio. And further affiant Saith Not

Phebe Kirby

Sworn to by Said Phebe Kirby before me, and Signed by Her in my presence this 21st day of September 1896.

J McConnell Clerk
By Jno McConnell Deputy

September 21st 1896. Affidavit of Publication filed To-wit

7215
Affidavit for Publication

In the Court of Common Pleas of Union County Ohio

Phebe Kirby Plaintiff
vs
D.B. Patch Defendant

Affidavit for Publication

The State of Ohio County of Union ss.

Phebe Kirby the above named Plaintiff being Sworn Makes Oath that Service of Summons can not be Made in this State on the above Named defendant, and that this case is one of those Mentioned in Section 5048 of the Revised Statutes of Ohio. And further affiant Saith Not

Phebe Kirby

Sworn to by Said Phebe Kirby before me and Signed by her in my presence this 21st day of September 1896.

J McConnell Clerk
By Jno A Connell Deputy

September 21st 1896. The following Attachment was issued by the Clerk of Courts to-wit

Attachment

No 7214 Attachment

The State of Ohio }
Union County } SS

Court of Common Pleas

Phebe Kiely Plaintiff
vs
D.B. Patch Defendant

To the Sheriff of Union County

You are Commanded to attach and safely keep the lands, Tenements, goods, Chattels, Stocks or interest in Stocks, rights, Credits, Money and effects of the Defendant D.B. Patch in your County not exempt by law from being applied to the payment of the Claims of the Plaintiff Phebe Kiely, or so much thereof as will satisfy her claim for Two Hundred & Eight & 45/100 Dollars with 6% interest on $200.00 from September 8th 1895 and 8% interest on $8.45 from Nov 16th 1895, and also for Thirty five ($35.00) Dollars the probable cost of this action

You will make due return of this order on the 5th day of October A.D. 1896.

Witness my hand and the seal of said Court this 21st day of September A.D. 1896

J. N. Gosnell Clerk
By Jno Gosnell Deputy

September 28th 1896. The following return on Attachment was made to-wit

No 7214 Sheriffs Return

Sheriffs Return

Sheriffs Fees:		
Services		25
Copies		25
Mileage	1	28
Sum. Appraisers	1	20
Swearing Appraisers		25
Inventory & Appraisal	1	25
Return		25
Total	4	73
Appraisers Fees	3	00

Office Sheriff Union County Ohio: Sept 22nd A.D. 1896.

Received this Order on the 22nd day of September A.D. 1896, and in Obedience to the Command thereof, I did on the 22nd day of September A.D. 1896, in the presence of M. Hopkins and Peter Weber, two freeholders of said County, attach the property described in the Schedule Marked "A" hereto attached and made part of this return; and having first administered to said freeholders the oath required by law to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A".

Schedule "A"

No 7214 Schedule "A"

We Wm G. Snodgrass Sheriff of Union County and M. Hopkins and Peter Weber, two freeholders of said County do truly inventory and appraise the property attached under the foregoing order, as the property of D.B. Patch and hereinafter described as follows Viz: The following Real Estate Situated in the County of Union in the State of Ohio, in the Township of Jerome & Darby in Survey No 9367 & 10614, = Bounded and described as follows, Viz:

Beginning at two Ashes a Sugar and Hickory Westerly Corner to Robert Means Survey No 5166. — Thence S. 58° W. 67. poles to two Hickories Northeasterly Corner to John Knights Survey No 8881 = Thence with said Knights line S. 87° E. 252 poles to a Maple Northeasterly Corner Philip Hohns land and Westerly Corner to Stephen Johnsons tract of 53. acres; = Thence with the

Said Johnsons line N. 53° E. 47½ poles to an Elm Northeasterly Corner to Said Johnsons lot in the line of said Means Survey:= Thence North with Said Means line N. 37° W 25½ poles to the place of beginning Containing 7¼ acres More or Less,

Also another parcel of land described as follows:= Situated in Union County Ohio and a part of Survey №3881:= Beginning at a Stake in the S. W. line of land here owned by Said Harmon Patch= Thence with Said line N 36° W. 65½ poles to a Stake Corner to other land owned by Charles H Adams:= Thence with his line S. 54° W. 91 poles to a White Oak Hickory and Ironwood as the other Corner of Said Adams lands:= Thence S. 36° E 65½ poles to a Stake Corner to Jeremiah Sherwoods lands:= Thence N. 54° E. 91 poles to the place of beginning Containning 37½ acres More or Less,

This Attachment is on the Undivided interest of D. B. Patch in the above described lands, Appraised at $25.00 per Acre

Given Under our hands this 22nd day of September A.D. 1896

Wm G. Snodgrass Sheriff
M. Hopkins
Peter Weber

November 6th 1896 The following Legal Notice and Affidavit of Publication was filed with the Clerk of Courts to-wit,

No 7214
Legal Notice and Affidavit

Phebe Kirby Plaintiff
vs
D. B. Patch Defendant

Legal Notice
In the Court of Common Pleas Union County Ohio

The defendant. D. B. Patch of Lamar, Missouri will take Notice that on the 21st day of September, 1896. the plaintiff filed in this Court a Petition against him praying for Judgment upon two Notes; the first dated January 3rd 1895. due September 8th 1895 payable to the order of M. P. Wood and E. J. Ainsworth and calling for Two Hundred Dollars, and the Second dated November 16th 1895. due One day after date payable to Kirby & Greenwalt and calling for Eight and 45/100 Dollars with eight per cent interest from date. An order of Attachment was issued on said Claimes

The defendant will be required to answer on or before the third Saturday after Six Weeks publication of this Notice
September 28th 1896 – 6-11

J M Brodrick Attorney for Plaintiff

The State of Ohio Union County ss:

The Undersigned being duly Sworn. Says that a Copy of the annexed Notice was published per Six Consecutive weeks in The Marysville Tribune. a Newspaper of general Circulation in the County of Union. the first publication beginning with September 28th 1896.

W. O. Shearer

Sworn to and Subscribed before Me this 6th day of November 1896
J Mcconnell Clerk
Printers Fees $ 11.20

No 7214
Entry

Phebe Kirby
vs
D. B. Patch

Entry

Now Comes the Plaintiff by her attorney. and the defendant being in default for answer and demurer, the Court find that the allegations of the Petition are confessed by him to be true. and find that the defendant

D.B. Polch is indebted to the Plaintiff Phebe Kirby in the Sum of Four Hundred and Fifty and 15/100 Dollars. with Six per Cent interest on 334 27 from November 16th 1896. and Eight per Cent interest on $15 88 from November Nov 16th 1896.

It is therefor Considered and adjudged by the Court that the Said Plaintiff Recover from Said defendant the Said Sum of Four Hundred and Fifty 15/100 Dollars With Six per Cent interest on $334 27 from November 16th 1896, and Eight per Cent interest on $15 88 from November 16th 1896, and her Costs herein Expended Taxed at $ And on Motion of Said plaintiff it is ordered that the Sheriff proceed as upon Execution to advertise and Sell the real Estate heretofore attached in this action, and Now in his hands remaining, or so much thereof as will Satisfy the Judgment and Costs aforesaid, and that he report his proceedings to this Court for Confirmation

Attest J M Gorsuch Clerk

No 6876 Petition

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of January, to-wit; on the 3rd day of January in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it Remembered that heretofore to-wit, on the 13th day of February A.D. 1895. Joseph N. Walters filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Mary O. Walters. to-wit

Joseph N. Walters Plaintiff
vs
Mary O Walters Defendant

Court of Common Pleas Union County Ohio
Petition for Divorce

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 State of Ohio.

On or about the 2nd day of October A.D. 1875 in Union County State of Ohio he was Married to the defendant, and Ever Since Said Marriage he has Conducted himself as a dutiful and faithful husband

The following Children were born of Such Marriage. Ralph D. Walters whose age will be 15 years June 1895. Olive M. Walters age 12 years in April 1895.

The defendant has in disregard of his Marital duties, for More than three years last past, been Wilfully absent from the Plaintiff

Wherefore Plaintiff prays that he May be divorced from the defendant, and Such other relief as is proper

W.T. Arthur Attorney for Plaintiff

The State of Ohio Union County ss

Joseph N. Walters the aforesaid named Plaintiff being duly Sworn Says the allegations and averments in his foregoing Petition are true

Joseph N Walters

Sworn to before Me and Subscribed in my presence by Said Joseph N Walters this 18th day of February A.D 1895

J M Gorsuch Clerk of Court

No 6876 Summons

No 6876 Sheriffs Return

No 6876 Decree & Gen Petition

Febru
Mr Cle
accordin
Marys
The State
Union Co
Joseph
County a
on her)
divorced
during
Pleas, a
Febr
Sheriff's
Service
Copy
Mileage
Docket
Return
Pet
Postage
Total
Apr
Joseph
Mary
Ohio.
in the
abent f
Husban
herself
of three
has co
assistan

February 13th 1895 The following Recipe was filed in the Office of the Clerk of Courts To-wit

Mr Clerk

Issue Summons with Copy of Petition to Sheriff of Union County Ohio returnable according to law Endorse Petition for Divorce

Marysville O Feb. 13th 1895

W. T. Arthur Attorney for Plaintiff

The State of Ohio, Union County ss } Summons in Divorce. To the Sheriff of Marion County

No 6876 Summons

You are Commanded to Notify Mary O. Watters that Joseph N Watters 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 Wilfull absenting herself from Plaintiff and asking that he be divorced from her and Such other relief as is proper 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 25th day of February A.D. 1895,

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 13th day of February A.D. 1895

(Seal) J. N. Gomell Clerk

February 18th 1895 Summons returned and filed Endorsed as follows To-wit,

No 6876 Sheriffs Return

Sheriffs Fees		
Service		25
Copy		18
Mileage		32
Docket		15
Return		12
Pet		25
Portage		12
Total	$1	39

Received 7. O'clock A.M. on the 14th day of February A.D. 1895, and on the 15th day of February. A.D. 1895. I Served the Same by delivering a true Copy thereof, together with a Copy of the Petition to the Within Named defendant Mary O. Watters personally

S. B. Rice Sheriff
By Chas E. Groupt Deputy

April 8th 1895 The following Cross Petition was filed in the Clerk of Courts Office To-wit

Joseph Watters Plaintiff
vs
Mary O. Watters Defendant

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

No 6876 Answer & Cross Petition

Answer and Cross Petition

The defendant admits that plaintiff resides in Union County, Ohio. they were married, and that the two Children were born to them as alleged in the Petition.

She denies that She, in disregard of her Marital duties, has been Wilfully absent from plaintiff for More than three years last past, or for any length of time.

By way of Cross-petition She Says that about Six years ago her Said husband became Idle and dissipated that he failed and neglected to Support either herself or their Children, and he contracted a loathsome Sexual disease; By reason of these facts, and without fault on her part, She was Compelled to leave him, and has ever Since Supported herself and Children, and Sent them to School without any assistance, or offer of assistance from him.

The plaintiff is Strong. and able To Work. and is Seized in fee Simple of an Undivided fifth interest in the following discribed real Estate Situated in Thompson Township Delaware County Ohio. Subject to the life estate of Eliza Waters whose age is about Seventy years. To-wit:- Part of Virginia Military Survey No 5750:- Beginning at the point where the East line of B. C. Roberts tract of 102. acres crosses the Center of the Hoskins Grave Road:- Thence Easterly along the Center of Said Road to the South-West Corner of the Thirty acre tract Conveyed by Lillian M. Scott and Husband to George W. Drumm (Vol. 104. Page 293) - Thence North on the west line of Said thirty acre tract 128. poles to the South line of James Mooney's land:- Thence S. 87° 24' W. on Mooneys South line to the North west Corner of B. C. Roberts. land:- Thence South 1° 23' West. on Roberts line. to the place of beginning Containing 41. acres. More or less. Subject to all legal highways.

Said real Estate owned by her Husband is of the Value of about Two hundred Dollars. Defendant owns No property except a Small amount of Clothing and household goods.

She was always a faithful and dutiful wife Until Compelled to leave her husband by reason of his Sins of Omission and Commission

She prays therefore. that plaintiff may be ordered to pay her reasonable Alimony pending this Suit. that She may be divorced from him. and allowed reasonable alimony for the Support of herself and their Children. and their Custody May be decreed to her.

Charles C. Fisher Attorney for Defendant.

The State of Ohio Marion County ss

Mary O. Waters being duly Sworn Says. that all the facts Stated in her foregoing Answer and Cross-Petition are true as She verily believes.

Mary Waters

Sworn to before me by Mary O Waters and by her Signed in my presence this 27th day of March 1895.

Seal B. G. Jarrad Notary Public

April 1st 1895. The following Notice was filed in the Clerk of Courts Office To-wit

No 6876 Notice

Joseph N. Waters Plaintiff
VS
Mary O. Waters Defendant

The State of Ohio Union Co ss
Court of Common Pleas

The Plaintiff above named will take Notice that on Monday the 8th day of April 1895 the defendant will apply to the Court for an order allowing her alimony pending Suit this application will be Made at 10. O'Clock A M or as Soon thereafter as Counsel Can be had

C. C. Fisher Attorney for Defendant

April 16th 1895: The following Entry was filed in the Clerk of Courts office To-wit

No 6876 Entry

Joseph N Waters Plaintiff
VS
Mary O. Waters Defendant

Entry

This day came this cause to be heard upon the application of the defendant for alimony pendente lite

On consideration whereof the Court being fully advised in the premises

Sustain the said application And it is ordred by the Court That the plaintiff pay to the defendant as her alimony pending this the Sum of Forty ($40.00) Dollars within 30 days from this date April 16th 1895 and in default of payment Execution is awarded.

September 7th 1895 The following Motion was filed in the Clerks office Do-wit.

Joseph N. Waters Plaintiff
vs
Mary O Waters Defendant

Motion

No 6876 Motions

Now Comes the defendant and Moves the Court that an Attachment issue for the plaintiff. and that upon his refusal to obey the former order of this Court in regard to payment of alimony he be committed to Jail for Contempt

This Motion is Made for the reason that the plaintiff has been in default for Some four Months. altho he is and has been well able to work and actually earning Wages More than Sufficient to Support himself, and has had no one dependent upon him. While defendant has had to provide for herself and two Minor Children.

Mary O. Waters
By C C Fisher her attorney

September 7th 1895: The following Affidavit was filed in the Clerk of Courts office Do-wit

Joseph N. Waters Plaintiff
vs
Mary O Waters Defendant

Affidavit

The State of Ohio Marion County ss.

Mary O. Waters being duly Sworn, says that she is the defendant in this action:- That the plaintiff has not paid to her or to the Clerk of Said Court the alimony allowed by the Court, or any part thereof. That on the 25th day of June. 1895 without any provocation he wrote her a letter saying (among things) I will not pay the $40.00 you Succeeded in obtaining Judgment for pending Suit. Now I Wish you to positively Understand that you need never think to get anything from me. for will let the Court get the forty dollars. as it is so liberal

No 6876 Affidavit

She further says that plaintiff (as she is credibly informed and believes) has ever Since the order for payment of alimony been in Sound health. able to earn Money. and in actual receipt of fair Wages.

Mary O Waters

Sworn to before Me by Mary O Waters and by her Signed in my presence this 7th day of September 1895.

J. C Johnson Notary Public
Marion County Ohio

January 3rd 1898 The following Entry was filed in the office of the Clerk of Courts Do-wit

Joseph N Waters Plaintiff
vs
Mary O. Waters Defendant

Entry

No 6876

This day this cause came on for hearing on the Petition of the defendant and the evidence: On Consideration whereof the

the Court 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 that time a bona-fide resident of the County of Union, and that the parties were Married as Stated in the Petition

The Court find that the defendant has Not been guilty of the Mis conduct as charged in the petition, but has in all respects Conducted herself as a good and faithfull Wife

The Court further find upon the Cross-Petition and the evidence, that the Plaintiff has been guilty of Wilfull absence for more than three years last past, and of gross Neglect of duty in failing to Support the defendant and their Children for more than three years, and that by reason therefor the defendant is entitled to a divorce as praged for

It is therefore Ordered and adjudged by the Court that the Marriage Contract heretofore existing between the said Joseph N. Waters and Mary O Waters be, and the Same is hereby dissolved, and both parties are wholly 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 Ordered Confided to the said defendant Exclusively, And the Plaintiff is hereby enjoined from interfearing in any Manner with Either of said Children, or with the defendant in her Custody of them

It is further **Considered** by the Court that the defendant Recover from the Plaintiff her Costs herein Taxed at $ and execution is awarded. but that the Same be paid before the Entry of this decree

Attest J N Gamell Clerk

No 7465 Petition

No 7465 Precipe

No 7465 Summons

had been
me. and
that the

Mis conduct
of as a good

ence that
e years last
sant and
therefor

Marriage
Mary O
e Wolfe

ntrol of the
to the said
interfering
her Custody

ce from
ided.

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio: before the Honorable Duncan Dow, Judge of Said Court, of the Term of January, D-nit, on the 15th day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Eight

Be it remembered that heretofore to-wit, on the 23rd day of November A.D. 1897 David Ward filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Ella Ward, to-wit

David Ward Plaintiff
VS
Ella Ward Defendant

Court of Common Pleas Union County Ohio.
Petition

No 7465 Petition

The Plaintiff Says:- He has been a resident of the State of Ohio for the year last past, and is at present a bona-fide resident of the said County of Union

On or about the 22nd day of June 1890, He and the said defendant Ella Ward were Married to each other, and that there are now living as the fruit of said Marriage, Hazel Ward aged 4 years.

That he has always Conducted himself as a true and faithful husband to Said defendant Ella Ward.

The defendant regardless of her Marital duties, on the 25th day of July and other dates and times, and August 4th 5th 6th & 7th 1897, at the residence of the defendant Ella Ward in the Village of Marysville Union County Ohio: did commit Adultery with one John Stahler, and has ever Since that date committed Adultery with the Said Stahler at Various times and places.

The plaintiff prays that he may be divorced from the said Ella Ward, and that he may have Such further and other relief as Equity may require

David Ward

By A.H. Kollefrath his Attorney.

No 7465 Precipe

To Clerk

Issue Summons to the defendant in this Case returnable according to law Indivs divorce

A.H. Kollefrath Attorney for Plaintiff

November 23rd 1897. The following Summons was issued and delivered to the Sheriff D-nit

The State of Ohio
Union County ss.

Summons in Divorce

To the Sheriff of Union County:

You are commanded to Notify Ella Ward

No 7465 Summons

that David Ward 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, 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 ensuring, and Six weeks from and after the Service of this writ

You will make due return of this Summons on the 6th day of December A.D. 1897.

Seal

Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 23rd day of November A.D. 1897

J.N. Gamell Clerk

No 7465
Sheriffs Return on Summons

November 27th 1897 The following return on Summons was made by the Sheriff To-wit

Sheriffs Fees		
Service		40
Copy		15
Mileage	1	92
Return		25
Total	$ 2	72

Sheriffs Return

Received 4 O'clock P.M. on the 23rd day of November A.D. 1897. and on the 27th day of November A.D. 1897 I Served the Same by handing to Ella Ward personaly a true copy thereof. together with a copy of the Petition

J. Ed Robinson Sheriff

No 7465
Entry

January 15th 1898. The following Entry was filed in the Office of the Clerk of Court to-wit

David Ward Plaintiff
vs
Ella Ward Defendant

Court of Common Pleas Union County Ohio
Entry

This cause came on this day to be heard on the Petition of plaintiff. and the evidence. and on consideration thereof the Court 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. 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 Dave Ward. and Ella Ward be and the Same hereby is dissolved and both parties are released from the Obligations of the Same.

A H Kalbfleath Attorney for Plaintiff

Attest J. N. Gosnell Clerk

No 7449
Petition

(
Union,
Honorable
January
Spencer
Petition
Estelle
Henry
That
and is
That
Married
Marriage
That
Ell. W.
the defe
by the S
said c
Wh
the def

Oct 1st
of the be
Estelle
Henry

No 7449
Affidavit

That She
Mention
upon t
Defend
her to a

Sum

Novem
filed in

No 7449
Legal Notice

That on
the Comm
praying
and de

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court of the Term of January, To-wit, on the 11th day of January, in the year of Our Lord, One Thousand Eight Hundred and Ninety Eight

Be it Remembered that heretofore, To-wit, on the 1st day of October 1897, Estella Spencer filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Henry Spencer, To-wit,

Estelle Spencer Plaintiff
vs
Henry Spencer, Defendant

In the Court of Common Pleas of Union County Ohio
Petition for Divorce

No 7449
Petition

Now Comes the plaintiff and for her cause of action 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 Said Union County.

That on the 23rd day of November 1889, at Marysville, Ohio, She was lawfully Married to the defendant, Henry Spencer, No Children having been born of Said Marriage.

That the defendant has been guilty of Committing Adultery with one Maggie Ell, on and before the 1st day of April, 1897 and that on Said first day of April the defendant deserted this plaintiff and left for parts Unknown, accompanied by the Said Maggie Ell, Since which time the plaintiff has heard Nothing of the Said defendant.

Wherefore the plaintiff prays that She May have a decree of divorce from the defendant, and May be restored to her Maiden Name of Estelle Davis.

Cannon & Cannon Attorneys for Plaintiff

Oct 1st 1897: The following Affidavit for Publication of Notice was filed in the office of the Clerk of the Courts, To-wit,

Estelle Spencer Plaintiff
vs.
Henry Spencer Defendant

In the Court of Common Pleas of Union County Ohio
Affidavit of Publication of Notice

No 7449
Affidavit

Estelle Spencer, being first duly Sworn deposes and Says:

That She is the Plaintiff in an action for divorce now pending in Said above Mentioned Court, and that it is impossible to obtain Service of a Summons upon the defendant in this Case, the residence and Post office address of the defendant being Unknown to this plaintiff, and it being impossible for her to ascertain the Same after diligent Search

Mrs Estelle Spencer

Sworn to before me and Signed in my presence this 29th day of September 1897

(Seal) C W McAdow Notary Public Union County

November 27th 1897 The following Legal Notice and Proof of Publication was filed in the office of the Clerk of Courts To-wit,

No 7449
Legal Notice

Legal Notice

Henry Spencer, whose place of residence is Unknown, will take Notice that on the 1st day of October, A.D. 1897, Estelle Spencer filed her petition in the Court of Common Pleas of Union County, Ohio, being Cause Number 7449, praying a divorce from the Said Henry Spencer, on the grounds of Adultery and desertion and that She be restored to her Maiden name of Estelle

Spencer, Davis, and that said cause will be for hearing on and after six weeks from the first publication of this Notice.

Milford Center O. Oct 28th 1897

Estelle Spencer

Cameron & Cameron Attorney for Plaintiff 6 W.

State of Ohio } ss
Union County }

Proof of Publication.

No 7449 Proof of Publication

The Undersigned being duly Sworn Says that a copy of the annexed Notice was published for 6 consecutive weeks in the Weekly Citizen a Newspaper of general Circulation in the County of Union said publication beginning with Oct 28th 1897

Chas F Monroe

Sworn to and Subscribed Before Me this 27th Day of November 1897

Fees Paid $5.00

C W McNeal Notary Public

January 4th 1898. The following Entry was filed in the Clerks Office To-wit

No 7449 Entry

Estelle Spencer
VS
Henry Spencer

Entry

This day Came the plaintiff by her Attorneys and this Cause came on to be heard upon the petition and the evidence. On Consideration whereof the Court being fully advised in the premises find that the parties were Married as Stated in the petition, and that the defendant has been duly and Legaly Served with process herein by publication as required by law, and that the plaintiff has been a resident of Ohio all her life, and at and ever since filing the petition her residence has been in said County of Union

The Court further finds that the defendant has been guilty of Adultery as Charged in the petition, and by reason thereof the plaintiff is Entitled to be Divorced

It is therefore Considered and decreed by the Court that the Mariage Relation heretofore existing between Said parties be and the same is Set aside and annulled and both parties released from the obligations of the same. it is further ordered that the defendant pay the Cost herein Taxed at $

And it is further decreed that plaintiff be restored to her Maiden Name of Estelle Davis

Albert J McConnell Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court of the Term of January To-Wit, on the 14th day of January in the year of Our Lord, One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore To-Wit, on the 16th day of September A.D. 1897, Altie M Elsworth filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Denna K. Elsworth To-Wit

Altie M Elsworth Plaintiff
V.S.
Denna K Elsworth Defendant

In the Court of Common Pleas of Union County Ohio
Petition

No 7443
Petition

Now comes the plaintiff and for her cause of action 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 Union County in Said State.

That on the 4th day of November, 1896. She was Married to the Defendant Danna K Elsworth.

That at the time of Said Marriage the plaintiff was under the age of 18 years, and Said Marriage took place in the Village of Plain City, and the licence to Marry was issued by the Probate Court of Union County Ohio. Upon the representation and affidavit of the defendant that the Plaintiff was of legal age, which Statement the defendant at the time knew to be false.

After Said Marriage, To-wit, on the 24th day of February, 1897, the Mother of this plaintiff undertook to deed to her Certain lands hereinafter described, but in Making Said deed by Mutual Mistake of all the parties concerned therein the name of the Said, D.K. Ellsworth, husband of the plaintiff was inserted in Said deed with the Name of the plaintiff as a grantee therein

The Said D.K. Ellsworth had paid No part of the Consideration for Said deed and was in no way entitled to be Made a grantee in the Same, but the name of Said defendant was inserted in Said deed through the Mistake of the party drawing the Same, and was left in Said deed through the Mistake of the parties Signing and receiving the Same

Said land conveyed by the Said deed is described as follows:= Situate in the County of Union, State of Ohio, and in the Village of Milford Center, and bounded and described as follows:— Being part of In-Lot No 6. in the Said Village of Milford Center, Ohio; Beginning at the N. West Corner of Uriah S. Aldens lot; Thence in a Westerly direction with the North line of Said lot, 16 feet to a Stake; Thence Southerly parallell with the West line of Said Aldens lot as above Stated and 16 feet therefrom to a Stake in the South line of Jane Bowers (Now Jane Granges) lot No 6. and 16 feet from the Southwest Corner of Said Aldens lot; Thence with his West line to the beginning.

Also the East half of lot No 6. in Milford Center, Ohio according to the plat thereof.

At the time of Said Marriage the defendant had no property of his own, and when the Said lands were So conveyed, this plaintiff and the defendant joined in a Mortgage encumbering the Same for the Sum of about $194.00 but otherwise the Same is not encumbered.

The defendant never provided the plaintiff with a home, but both he and the plaintiff have ever Since the Said Marriage lived with the Mother of the plaintiff, the Money for which Said lands were So encumbered

wont into the hands of the defendant, he has run through with it and he has never provided for the plaintiff. but on the contrary has been provided for by her. The defendant has been, and is guilty of gross Neglect of duty. in this that being able to work and provide for the plaintiff, and furnish her with a home, he has Neglected so to do, but has Spent her Money. in drink, and his time in idleness.

The defendant has also been guilty of extreme cruelty at, and toward the plaintiff, both in acts of personal violence and in abusive language

The defendant has now abandoned the plaintiff, and having the deed to one half of the real estate herein discribed, has power to sell and convey the same, and he will unless restrained by the order of this Court. Sell or encumber the same so as to deprive the plaintiff of her property which is hers by right

The plaintiff prays that She May be divorced from the defendant, and May have reasonable alimony, and that the real Estate herein described May be decreed to her as alimony, or the said deed be ordered so corrected that She may have the legal title decreed to her, and that the defendant May be Enjoined from Selling or disposing of, or encumbering the said land pending this proceeding, and that he May be enjoined from intefearing with the plaintiff, and for all Such other and further Relief as may be equitable and just and to the Court May Seem Meet.

Cameron & Cameron, Attorney for Plaintiff

The State of Ohio Union County ss

Alta M. Elsworth being first duly Sworn says the facts Stated in her foregoing petition are true as she believes.

Alta M Elsworth

Sworn to before Me and Signed in My presence this 16th day of Sept. 1897.

Seal

J M Gomel
Clerk of Courts

No 7443 Receipt

To the Clerk

Issue Summons, Indorsed Injunction allowed" also Copy of the petition in this case, returnable according to law;

Cameron & Cameron Attorney for Plaintiff

September 16th 1897. Motion for, and order for Injunction filed to wit

Alta M. Elsworth
Vs
Denna R. Elsworth

No 7443 Injunction

On Motion of the plaintiff by her attorney, and good cause being Shown therefor, it is ordered that an Injunction be allowed to issue herein. Enjoining the said defendant from conveying or Encumbering or in any Manner disposing of the Real Estate described in the Petition, and from interfearing with the Plaintiff in any Manner, and from disposing of or incumbering any of the property described in the Petition

And it is further ordered that said Injunction issue without Bond

Approved: D Doro Judge

No 7443 Summons

The State
Union Co

Elsworth
Pleas of
delivere
and ar
Alimon
the term

Septem

No 7443 Sheriffs Return

Sheriff F
Service
Copy
Mileage
Return
Total

Septeme

No 7443 Summons

The State
Union C

that Al
of Unio
to you
Cruelty
Said P
and h
fo

Oct 9th

Sheriffs F
Copy
Mileage
Return
Total

September 16th 1897. The following Summons in divorce was issued to the Sheriff of Union County To. wit,

No 7443 Summons

Summons in Divorce

The State of Ohio, Union County ss

To the Sheriff of Union County

You are Commanded To Notify Denna R Elsworth that Alta M. Elsworth 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 that She be allowed reasonable 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 27th day of September A.D. 1897.

(Seal)

Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 16th day of September A.D. 1897

J N Gosnell Clerk

September 25th 1898. The following return was made on above Summons To-wit

No 7443 Sheriffs Return

Sheriff Fees		
Service		
Copy		15
Mileage		80
Return		25
Total	1	20

Sheriffs Return

Received 9. O'clock A.M. on the 17th day of Sept A.D. 1897 and on the 25th day of Sept A.D. 1897, after diligent Search and enquiry the within Named Denna Elsworth was not to be found within My bailiwick

J Ed Robinson Sheriff
By Allen Haines Deputy

September 28th 1897. Summons issued and delivered to the Sheriff of Union Co. this Forsett

No 7443 Summons

Summons in Divorce

The State of Ohio, Union County ss

To the Sheriff of Said County

You are Commanded to Notify Denna R. Elsworth that Alta M. Elsworth 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 Extreme Cruelty 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 11th day of Oct A D 1897

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 28th day of Sept A.D. 1897

J N Gosnell Clerk
By J M & A Gosnell deputy

Oct 9th 1897; Summons returned and filed Endorsed as follows To-wit

Sheriffs Fees		
Copy		15
Mileage		80
Return		25
Total	1	20

Received 2. O'Clock P.M. on the 28th day of Sept A.D. 1897 after diligent Search and Inquiry the within Named Denna R Elsworth was Not to be found within My bailiwick and this Summons returned Oct 9th 1897

J Ed Robinson Sheriff

October 16th 1897: The following Summons was issued to the Sheriff of Madison Co. this

No 7443
Summons

The State of Ohio
Union County ss

Summons in Divorce

To the Sheriff of Madison County.

You are commanded to Notify Denna R Ellsworth. that Alta Elsworth 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 Extreme Cruelty. 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 25th day of October A.D. 1897

(Seal)

Witness My Signature as Clerk of our Said Court of Common Pleas. and the Seal of Said Court at Mayesville this 16th day of Oct A.D. 1897

J N Gamell Clerk

October 26th 1897: Summons returned and filed Endorsed as follows To-wit.

No 7443
Sheriff
Return on
Summons

Sheriffs Fees		
Service		45
Copy		25
Mileage	1	60
Docket		10
Return		25
Total	1	65

Received 8 O'Clock A.M. on the 18th day of October A.D. 1897. and on the 22nd day of October A.D. 1897 I Served the Same by personally handing a true Copy thereof together with a certified Copy of the Petition to the within named defendant Denna Elsworth

Salt Chenoweth Sheriff

January 14th 1898. The following Entry was filed in the Clerks office To-wit.

Alta M. Elsworth
Vs
Denna R. Elsworth

Entry

This day this cause came on to be heard upon the petition and the evidence, and was argued by Counsel and Submitted to the Court

On Consideration whereof the Court being fully advised in the premises finds that the defendant has been duly and legally Notified of the filing and pendancy of the Petition in this case according to law

The Court further finds that the parties were Named as Stated in the Petition and that the plaintiff has been a bona-fide resident of the County and State for More than two years last past.

The Court further finds that the defendant has been guilty of Extreme Cruelty to the plaintiff as Charged in the Petition and that by reason thereof the plaintiff is Entitled to be divorced from the defendant

The Court further finds that the plaintiff is entitled to reasonable alimony and that there was a Mutual Mistake in the deed Mentioned in the Petition and that Said premises Should have been Conveyed to the Plaintiff.

It is therefore considered and decreed by the Court that the Marriage Relations heretofore Existing between Said parties be and the Same is hereby annulled and Set aside, and both parties released from the Obligations

of the Same. and that the plaintiff be restored to her Maiden Name of Alta M. Stoddard

It is further decreed that said deed be Cancelled so as to Vest the whole title to the lands in the Petition described in the Plaintiff, and the plaintiff is decreed as her Alimony all the interest of said defendant in said lands, so as to Vest in the plaintiff the full and perfect title therein.

It is further ordered that the defendant pay the Cost of this action.

Attest. J. M. Gosnell,

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable. Duncan Dow. Judge of Said Court. of the Term of January. To-Wit: On the 8th day of February in the year of Our Lord One Thousand Eight Hundred and Ninety Eight

Be it Remembered that heretofore To-wit: On the on the 4th day of October A.D. 1897. Flora Graves, et al. filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Samuel. To-Wit.

No 7454
Petition

Flora Graves, Peter Graves,
Viola Anson, Thomas. Anson
Rose Smith, John Smith
Carrie. Almeridge. John
Almeridge. and Mallered
Randall.

Plaintiffs

Vs

The heirs and legal Representatives
of John W. Anderson D. L. Teagarden
Anna E. Compston Sarah N Dunn
Viola L. Lohr Isaac S. Teagarden
Mary E. Teagarden and Minnie Munnich

Defendants

Court of Common Pleas
Union County Ohio

Petition

The plaintiffs allege that they are the joint owners in fee and are in the possession of the following described premises Situated in the County of Union, in the State of Ohio and in the Township of Claibourne:- Being a part of Original Survey No 6161. and part of Lot No 13. and all of Lot No 18 of the Subdivision of Said Survey Commencing at a Stone in the South West Corner of Lot No 18 and in the South line of Said Survey:- Thence with Said Survey line (Course Corrected to Magedian) N 77¼ E. 87 1/100 poles to a Stake and Stone (Witness a beech N 3° E. 20 P) Situate within 2 18/100 poles of the Delaware and Union County line:- Thence due North 42 22/100 poles to the Center of Richwood and Prospect Pike:- Thence with the Center of the Pike at 40° E. 6 16/100 poles to the Center of the Rodgers Road Crossing the 60 line at 3 24/100 poles:- Thence with the Center of Said Rodgers Road N. 48° W 79 48/100 poles to a Stone Crossing the County line at 84 64/100 poles: Thence S. 84° W. 100 77/100 poles to a Stone Witness a small Elm:- Thence S 6¼° E. 134 9/100 poles to the place of beginning. Containing 76. acres of land.

That the plaintiff holds Said premises by title direct through one Samuel Gart

That on the 8th day of Feb. 1866. Said Samuel Gart Made and delivered to the Said Samuel Teagarden a Mortgage on part of Said premises. to Secure the payment of $1420.00. Which Mortgage was duly recorded on the 2nd day of March 1866.

That Said Samuel Teagarden has Since died. leaving L L Teagarden Anna E. Compston. Sarah N Dunn. Viola Lohr. Isaac Teagarden Mary L Teagarden and Minnie Munch as his only heirs at law.

Samuel Gart Made and delivered to the Said John W. Anderson. a Mortgage on Said premises together with certain other premises Not herein described. to Secure the payment of $1200.00.

No 7457
Precipe

No 7454
Precipe

No 7454
Sheriffs
Return

That said first Mortgage have long Since been paid in full, and the Mortgage delivered to Said Samuel Gast, but have never been Canceled of record, and are a Cloud upon the plaintiffs title to Said real Estate: That John W. Anderson died about 6 years ago leaving heirs whose Names and residences are unknown to the plaintiff

The plaintiff therefor prays that Said Mortgage May be Canceled, and Satisfied of record, and the Cloud thereby cast upon the plaintiffs title removed, and that the title to Said premises May be quieted and confirmed in the Plaintiff

James E. Robinson Attorney for Plaintiff

The State of Ohio Union County SS:

Viola Graves being first duly Sworn Says that the facts Stated and the Allegations Made in the foregoing Petition are true as she verily believes.

Viola Graves.

Sworn to and Subscribed before Me this 2nd day of October 1897.

Seal

Henry S. Stiles
Notary Public

No 7457
Precipe

To the Clerk of the Court.

Issue Summons in the above case, directed to the Sheriff of Knox Co for Samuel Teagarden, and Make Same Returnable according to Law.

James E. Robinson Attorney for Plaintiff.

No 7454
Precipe

To the Clerk of the Court.

Issue Summons in the above case to the Sheriff of Knox Co for D. Le Teagarden and Mary C. Teagarden and Viola Lohr. To the Sheriff of Franklin County for Isaac Teagarden, and Make Same Returnable according to Law.

James E. Robinson Attorney for Plaintiff

October 7th 1897. Summons issues to the Sheriff of Knox County Do-mit

The State of Ohio
Union County SS

Summons.

To the Sheriff of Knox County

You are hereby Commanded to Notify Samuel Teagarden, the heir and legal Representatives of John W. Anderson that he has been Sued by Viola Graves et al. in the Court of Common Pleas of Union County, and Must Answer by the 6th day of November A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly

You will make due return of this Summons on the 18th day of October A.D. 1897.

Witness my hand and the Seal of Said Court this 7th day of October A.D. 1897.

Seal

J. N. Gorrell Clerk

Oct 18th 1897. The following return was made on above Summons Do-mit

No 7454
Sheriffs
Return

The State of Ohio Knox County SS Sheriffs Return

Sheriffs Fees		
Service & Return		
Mileage		
Copy		
Docket & Postage		
Total		

Received this writ Oct 7th A.D. 1897, at 6. O'clock P.M. and the within named defendant Samuel Teagarden not being found in my County. I hereby return this writ Oct 16th 1897

Justice D. Smoot Sheriff

November 26th 1897. The following Entry was filed in the Clerks Office. D-suit.

No 7454 Entry

Flora Graves et al, Plaintiff
VS
Samuel Teagarden et al Defendants

Court of Common Pleas Union County Ohio.
Entry

This Cause coming on for hearing upon the Motion of Plaintiff to amend the petition by Substituting by interlineation the Names of D. L. Teagarden, Anna E. Compston Sarah J. Dunn, Viola Lahr, Isaac, Teagarden Mary, E. Teagarden and Minnie Munich, for the Name of Samuel Teagarden.

And it Appearing to the Court that the Said Samuel Teagarden is dead, and that the above Named parties are his only heirs. It is therefore ordered that the plaintiff be permitted to so amend their petition.

James E. Robinson Attorney for Plaintiff

December 6th 1897 The following Waiver was filed in the Clerks Office D-unt.

No 7454 Waiver

Flora Graves et al Plaintiffs
VS
Samuel Teagarden et al Defendants

Court of Common Pleas Union County Ohio.
Waiver of process

I. Minnie Minnie Munich one of the heirs of Samuel Teagarden "deceased" and one of the parties Defendants in the above entitled action for the quieting of the title to certain lands in Union County. do hereby Waive Service of process, and Consent to the quieting of Said title as prayed for in Plaintiffs Petition

Minnie Minnich

December 6th 1897 The following Waiver was filed in the Clerks Office D-unt.

No 7454 Waiver

Flora Graves et al Plaintiff
VS
Samuel Teagarden et al Defendants

Court of Common Pleas. Union County Ohio.
Waiver of Service

I. Anna E. Compton one of the defendants in the above Entitled action to Quiet the title to Certain lands in Union County Ohio hereby Waive Service of process. and enter My Appearance in the above Case

Anna E. Crumpston.

Oct 7th 1897. The following Entry was filed in the Office of the Clerk of Courts D-unt

No 7454 Entry

Flora Graves et al --- Plaintiffs
VS
Samuel Teagarden et al Defendants

Court of Common Pleas. Union County Ohio
Entry.

This Cause came on for hearing upon the Application of the plaintiffs for leave to Make Service on the heirs and legal representatives of John W. Anderson dec'd by publication without Naming them, and it appearing to the Court that Said John W. Anderson "Deed" and that the Names and places of residence of the heirs and legal representatives of John W Anderson "deed" are Wholly Unknown to the plaintiff and cannot be ascertained.

It is therefore Ordered and Adjudged that the plaintiff get Service on the said heirs and legal representatives of John W. Anderson Deed" by

No 7450 Affident of Publication

Publica... weeks ...

December ...

No 7454 Legal Notice

and pla... A D, 189... County, ... Represen... the Com... of the Or... Lot No ... Commen... South ... with Sa... (77¼) ... Stone (... eighte... due Nor... Richwo... degrees ... Crossing ... with Co... and fer... Thirty-fe... west, one... Elm; = ... Nine-On... acres of ... Decem... granted ...

The Stat...

Review... of Which... on the 9...

Sa... Prin... Prob...

Publication in Some Newspaper of general Circulation in Said County for 6 Consecutive weeks Without Naming them

James E Robinson Attorney for Plaintiff

December 6th 1897; The following Legal Notice and Affidavit of its Publication were filed to-wit

No 7454
Legal Notice

Legal Notice

Jas E Robinson Att'y for Plaintiff

The heirs and legal representatives of John W. Anderson, deceased. Whose Names and places of residence are Unknown, will take Notice that on the 2 Second day of October A D, 1897, Flora Graves et al, filed a petition in the Court of Common Pleas of Union County, Ohio, praying Said Court to quiet their title against Said heirs and legal Representatives of John W Anderson to the following described real estate, Situated in the County of Union and State of Ohio, and in the Township of Claibourne, being a part of the Original Survey No Six thousand one hundred and Sixty-one (6161), and part of Lot No Thirteen (13), and all of Lot No eighteen (18) of the Subdivision of Said Survey. Commencing at a Stone in the Southwest Corner of Lot No eighteen (18) and in the South line of Said Survey No Six thousand one hundred and Sixty One (6161), Thence with Said Survey line (Course Corrected to Meridian) N. Seventy-Seven and one fourth (77¼) East Eighty Seven and Nine one-hundredths, (87.09/100) poles to a Stake and Stone (Witness a beech thirty three (33) degrees E. Twenty (20) poles (being within two and eighteen one-hundredths (2 18/100) poles of the Delaware and Union County line;= Thence due North forty-two and twenty-two one-hundredth (42 22/100) poles to the Center of the Richwood and Prospect Pike;= Thence with the Center of the Pike at Seventy-four (74) degrees east Six and Sixteen one-hundredths (6 16/100) poles to the Center of the Rodgers Road. Crossing the County line at three and twenty-one-one-hundredths (3 21/100) poles;= Thence with Center of Said Rodgers Road North four and one-half (4½) degrees. West Seventy Nine and forty-Eight One hundredths (79 48/100) poles west to a Stone crossing the County line at thirty-four and Six-four one-hundredth (34 64/100) poles;= Thence South eighty-four (84) degrees. West one hundred and forty-four-one hundredths (100 44/100) poles to a Stone. Witness a Small Elm;= Thence South Six and one fourth (6¼) degrees. East one hundred and thirty four and Nine-One-hundredths (134 9/100 poles to the place of beginning. Containing Seventy Six (76) acres of land More or Less. and that if they do Not answer on or before the fourth day of December, A. D. 1897, Said Petition will be taken for true, and the prayer of the Same granted

Flora Graves Plaintiff

Richwood, Ohio, October 9th 1897. G. T.

No 7450
Affident of Publication

The State of Ohio Union County ss

Affidavit of Publication

S. W. Vanwinkle Makes Oath and Says that he is the publisher of the Richwood Review "a Newspaper of general Circulation printed in Said County, and that the Notice of which the annexed is a true copy, was published in Said Newspaper, 6. times, beginning on the 9th day of Oct 1897.

S W Vanwinkle.

Sworn to and Subscribed before me this 14th day of Nov. 1897

J F Millar
Notary Public.

Printers Fees $2.10
Probate Paid by Plaintiff

No 7457
Summons

December 4th 1897 The following Summons was issued to wit

The State of Ohio
Union County } Summons
To the Sheriff of Union County
You are hereby Commanded to Notify Sarah J Drum
that She has Been Sued by Flora Graves et al (Petition to Quit Title)
In the Court of Common Pleas of Union County, and Must answer by the 1st
day of January A.D. 1898 or the petition of the said plaintiff will be taken as true,
and judgment rendered accordingly
You will make due return of this Summons on the 18 day of December A.D. 1897.
Witness My hand and the Seal of said Court this
4th day of December A.D. 1897.
Seal
J. N. Gosnell Clerk

Waiver

I hereby acknowledge the Service of the within Summons
Sarah Drum

December 7th 1897. The following Summons was issued and directed to the Sheriff of Knox County Ohio.

No 7454
Summons

The State of Ohio
Union County } Summons
To the Sheriff of Knox County
You are Commanded to Notify
D. L. Teagarden, Mary C. Teagarden and Viola Lohr, that they have been
Sued by Flora Graves et. al. in the Court of Common Pleas of Union County.
and Must answer by the 8th day of January, A.D. 1898 or the petition of the
said plaintiff will be taken as true, and judgment rendered accordingly.
You will Make due return of this Summons on the 20th day of December A.D. 1897.
Seal
Witness My hand and the Seal of said Court
this 7th day of December A.D. 1897.
J. N. Gosnell Clerk of Court

December 15th 1897. The following return was made on above Summons to-wit.

No 7454
Sheriff Return

State of Ohio
Knox County } Sheriffs Return

Sheriff's Fees		
Service & Return		50
Additional Defts		30
Mileage	3	20
Copy		75
Ind & Record		15
Total	$ 1	90

Received this writ Dec 8th A.D. 1897. at 8 O. Clock A.M. and pursuant to its Command I. on the 13th day of December A.D. 1897. Served the Same by personaly delivering to each of the within Named defendants. D. L. Teagarden, Mary C. Teagarden and Viola Lohr a true Copy of this writ with all the indorsments thereon

Justus D Smoot Sheriff

December 7th 1897. The following Summons was issued to Sheriff of Franklin County Ohio.

No 7454
Summons

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

You are hereby Commanded to Notify Isreal Teagarden that he has been Sued by Silva Graves. et. al. in the Court of Common Pleas of Union County, and Must answer by the 8th day of January A.D. 1898, or the petition of the Said plaintiff will be taken as True and judgment rendered accordingly.

You will Make due return of this Summons on the 20th day of December A.D. 1897.

Witness My hand, and the Seal of Said Court this 7th day of December A.D. 1897.

J N Gomell Clerk

December 18th 1897. The following return was made on the above Summons to-wit

No 7454 Summons

The State of Ohio } Franklin County }

Sheriffs Return

Received this writ December 8th 1897. at 2. O'Clock P.M. and Pursuant to its Commond. after due and diligent Search, I was Unable to find the within Named Defendant, Isaac S. or (Isreal) Teagarden within My Bailiwick.

Wheeler J. Young Sheriff
By G. Hess, Deputy

Service & Return		50
Mileage	2	40
Copy		20
Docket & Postage		20
Total	$3	30

December 27th 1897: Summons issued to the Sheriff of Franklin County

No 7454 Return on Summons

The State of Ohio } Union County }

Summons.

To the Sheriff of Franklin County

You are hereby Commanded to Notify, Isaac Teagarden (an inmate of Insane asylum) that he has been Sued by Silva Graves et al in the Court of Common Pleas of Union County, and Must answer by the 29th day of January A.D. 1895; or the petition of the Said plaintiff will be taken as true, and Judgment rendered accordingly.

You will Make due return of this Summons on the 10th day of January A.D. 1898

Witness My hand, and the Seal of Said Court this 27th day of December A.D. 1897.

J N Gomell Clerk
By. Jno A Gomell Deputy.

January 10th 1898. Summons returned and filed indorsed as follows to-wit

No 7454 Return

The State of Ohio } Franklin County }

Sheriffs Return

Received this Writ December 27th A.D. 1897. at 2 O'Clock P.M. and pursuant to its Command on December 29th A.D. 1897. I Served the Same by personally handing a true and duly certified Copy of this Writ, with all the indorsements thereon to the within Named defendant Isaac S. Teagarden

Wheeler J. Young Sheriff
By Elisha Thompson Deputy

Sheriffs Fees		
Service & Return		25
Docket &c		20
Mileage		96
Copy		20
Total	$1	61

February 8th 1898. The following Entry was filed with the Clerk of Court To-wit

Flora Graves et al
vs
Samuel Teagarden et al

Entry

Now comes the Plaintiff by their 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.

The Court further find upon evidence Adduced, and upon the pleadings that at the time of bringing this Action the said plaintiff were in possession of the real property described in the Petition, and that they had the legal estate in, and were entitled to the possession of the Same;- That Neither the defendants, nor any one of them have any estate in, or are entitled to the possession of said real estate, or any part thereof, and that the Plaintiff Ought to have their title and possession quieted as against each and every one of said defendants as prayed for in the Petition

It is therefore Ordered, Adjudged, and decreed, that the title and possession of the said, Flora Graves, Peter Graves, Viola Anson, Thomas Anson, Rose Smith John Smith, Carrie Almendinger, John Almendinger, and Mildred Randall to all and Singular the premises in the Petition described To-wit.

Situated in the County of Union, State of Ohio and Township of Claibourne, Being a part of Original Survey No 6166, and part of Lot No 13 and all of Lot No 18 of the Sub division of said Survey, Commencing at a Stone in the S W corner of Lot No 18 and in the South line of said Survey; Thence with said Survey line N 77¼ E. 87 9/100 poles to a Stake and Stone, being within 2 12/100 poles of the Delaware and Union Co line;- Thence due N. 42 22/100 poles to the Center of the Richwood and Prospect Pike;= Thence with the center of the Pike at 74 E. 6 16/100 poles to the Center of the Rodgers Road, Crossing the Co line at 3 21/100 poles;= Thence with the Center of said Rodgers Road N. 4½ W. 79 78/100 poles to a Stone Crossing the County line at 34 64/100 poles;- Thence S. 84 W. 100 17/100 poles to a Stone (Written a Small elm)= Thence S 6¼ E. 134 9/100 poles to the place of beginning Containing 76. acres of land, be and the same hereby is quieted as against the defendants, and each and every one of them, and all persons claiming Under them, and they are hereby forever enjoined from Setting up any claims to said premises or any part thereof adverse to the title and possession of said Plaintiffs above Named, their heirs and assigns thereto

Jas E Robinson Attorney for Plaintiff

Attest J M. Gamell Clerk

No 7513 Petition

Exhibit "A"

Exhibit "B"

for the
the State
January
Hundred

The Plain
Petition

The State
Union C

The Plain
V
Levi Co. C

Under the
The
and deli
annexed,
hereto at

$1000-

Pay to th
with 8%
authorize
due, in an
of process.
Note, for
Shall be co
in this be

Copy

The
Other pro
Warrant
"B" and

$300-

Or
Order of.
A
at law to
of record.
confess jud
ament of
to gather
Wilson
Copy

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable, Duncan, Dow, Judge of Said Court of the Term of January A.D.-viz. on the 26th day of February, in the year of Our Lord, one Thousand Eight Hundred and Ninety Eight.

Be it Remembered that heretofore, A.D.-viz. on the 26th day of February, A.D. 1898 The Farmers Bank filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Levi L. Longbrake A.D.-viz.

The State of Ohio, Union County ss | Court of Common Pleas

No 7513 Petition

The Farmers Bank vs Levi L. Longbrake | Petition

The plaintiff Says: That it is a Corporation, duly incorporated Under the Laws of the State of Ohio.

The defendant by his initials L.L. Longbrake on the 16th day of July A.D. 1896, Executed and delivered to plaintiff his promissory Note of that date, with the Warrant of Attorney annexed, true copies of Which Warrant and Note with all the endorsments thereon, are hereto attached, Marked "Exhibit "A" and Made a part of this Petition

Exhibit "A"

$1000- Marysville Ohio July 16th 1895.

Exhibit "A" One year after date, as principal debtors we jointly and severally promise to Pay to the Order of, The Farmers Bank, One Thousand, 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 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 16th day of July 1895

Levi L. Longbrake (Seal)

Copy

The defendant on the 7th day of August 1896, Executed and delivered to plaintiff his Other promissory Note of that date, with Warrant of Attorney annexed, true Copies of which Warrant and Note with all the endorsments thereon, are hereto attached Marked, Exhibit "B" and Made a part of this Petition

Exhibit "B"

$300- Marysville Ohio Aug. 7th 1896.

Exhibit "B" One day after date as principal debtors, we jointly and severally promise to pay to the Order of, The Farmers Bank Three Hundred, 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 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 the costs of Suit, and release all errors, and waive all right of Appeal in this behalf

Witness Our hands and Seals this 7th day of Aug, 1896. L.L. Longbrake (Seal)

Copy

Said Notes are unpaid, Except as Shown by Said Indorsements, and there is now due the plaintiff on Said Notes the Sum of One Thousand, and Three Hundred Dollars, with interest at the rate of Eight per Cent. per Annum from the 1st day of January A.D. 1898.

Wherefore Plaintiff prays Judgment against Said defendant, for the Sum of One Thousand and Three Hundred Dollars with interest thereon from the 1st day of January A.D. 1898, at the rate of Eight per Cent. per Annum till paid, and for Costs of Suit.

John M Brodrick
Attorney for Plaintiff.

The State of Ohio } ss
County of Union }

John M. Brodrick being duly Sworn, Says that he is the Attorney of Said Plaintiff; That the foregoing petition is founded upon a Writen instrument for the payment of Money, which instrument is in affiants possession; and that the Statements contained in the foregoing petition are true, as affiant believes.

John M. Brodrick

Sworn to before Me, and Subscribed in My presence this 26th day of February, 1898.

(Seal)

Jno A. Gosnell Deputy
Clerk of Court

No 7514
Petition

The State of Ohio } ss
Union County }

Court of Common Pleas

No 7513
Answer

The Farmers Bank, Plaintiff
Vs
Levi L. Longbrake, Defendant

Answer

By Virtue of the Warrant of Attorney annexed to, and 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 Plaintiff, against Said defendant, on Said Note for the Sum of One Thousand, Three Hundred & Fifteen Dollars, and Eighty Nine Cents, being the Amount Appearing due for principal and interest on Said Note, and also for Cost of Suit taked, and to be taxed; and I do Hereby release and waive all exceptions, errors, and right of Appeal in the premises

L Piper Attorney for Defendant.

The Farmers Bank, Plaintiff
Vs
Levi L. Longbrake, Defendant

Judgment Entry

Exhibit "A"

No 7513
Entry

This day came the Plaintiff by its Attorney; also, appeared in Open Court, for and on behalf of Said defendant L Piper 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 Thousand, Three Hundred and Fifteen Dollars and Eighty Nine 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 Plaintiff recover of Said defendant the Sum of One Thousand, Three Hundred and fifteen Dollars, and Eighty Nine Cents, and that Said Judgment bear interest at Eight per Cent from the 26th day of February, A.D. 1898, and also its Costs herein expended, Taxed at $

Attest J. M Gosnell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of January, D. Unit

No 7514 Petition

On the 26th day of February in the year of Our Lord One Thousand Eight Hundred and Ninety Eight

Be it remembered that heretofore To-wit, on the 26th day of February A.D. 1898 The Marysville Bank filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Dell Robinson, et. al, To-wit

The State of Ohio Union County ss	Court of Common Pleas
The Bank of Marysville Plaintiff vs Dell Robinson and Oscar Robinson, Defendants	Petition

The Plaintiff says it is a Corporation duly authorized under the Laws of Ohio, and that the Defendants on the 11th day of June A.D. 1896, executed and delivered to the Bank of Marysville their promissory Note of that date, with the Warrant of attorney annexed, true Copies of which Warrant and Note with all the Indorsements thereon are hereto attached Marked Exhibit "A" and made a part of this petition.

Exhibit "A"

Marysville Ohio June 11th 1896.

$350 00

Four Months after date as principal debtors, We jointly and Severally promise to pay to the Order of The Bank of Marysville, Three Hundred and Fifty Dollars for Value received

Exhibit "A"

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 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 11th day of June, 1896.

Dell Robinson {Seal}
Oscar Robinson {Seal}

State of Ohio
County of Union ss

R L Woodburn being duly Sworn. Says that he is one of the Attorneys of Said Plaintiff: That the foregoing petition is founded upon a written instrument for the payment of Money. which instrument for the payment of Money. which instrument is in affiants possession: and that the Statements contained in the foregoing petition are true as affiant believes:

Sworn to before Me. and Subscribed in my presence this 26th day of Feb 1898

(Seal) Jno A Parrill Deputy Clerk

The State of Ohio
Union County ss

Court of Common Pleas

The Bank of Maysville
Plaintiff
VS.
Dell. Robinson &
Oscar Robinson, Defdants.

No 7452
Transcript

Answer

By Virtue of the Warrant of Attorney annexed to and 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 Plaintiff against Said defendant. on Said Note for the Sum of Three Hundred and Eighty Nine Dollars and Eight Cents being the Amount appearing due for principal 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

J L. Jolliff Attorney for Defendant

---

the Bank of Maysville
Plaintiff
VS
Dell Robinson and
Oscar Robinson. Defendants;

Judgment Entry

This day came the Plaintiff by its Attorney: also appeared in open Court. for and on behalf of Said Defendant. J. L. Jolliff. 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 defendants entered the Appearance of Said defendants. and Waived the issuing and Service of process in this action. and Confessed a judgment on Said note against Said defendants. and in favor of Said Plaintiff for Three Hundred and Eighty Nine Dollars and Eight 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 Plaintiff recover of Said defendants the Sum of Three Hundred and Eighty Nine Dollars. and Eight Cents. and that Said judgment bear interest at 8 per cent from the 26th day of February. A.D. 1898. and also its Cost herein expended. Taxed at 8 50

Attest J M Bonsall Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow, Judge of Said Court, of the Term of January Ter-mit on the 26th day of February in the year of Our Lord One Thousand Eight Hundred and Ninety Eight

Be it remembered that heretofore To-wit on the 2nd day of October A.D. 1897 there was filed in the Clerks office of the Said Court of Common Pleas. The following Certified Copy of Journal Entry from the Probate Court of Union County Ohio To-wit

The State of Ohio
Union County ss

In Probate Court September Term. 1897.
September 18th 1897.
Journal Vol 18. Page 524 No. 11499

In the Matter of the asignment
of Caleb T Haines
To
Samuel Sherwood Assignee

Certified Copy of Journal Entry
On Third and Final account

No 7452 Transcript

This day this Matter came on to be further heard upon the exceptions of H M. Ballinger to the Said account. the Same having been heretofore Submitted to the Court.

Whereupon the Court, being fully advised, finds the fifth of the Said Exceptions well taken in this that there is an Excessive Charge of Assignees Commission in the Sum of $80 16/100. And that the Credits Claimed in Said account Should be decreased by that amount: but all other exceptions to the Said account. by the H M. Ballinger. are hereby. Over-ruled.

Thereupon this Matter coming on to be heard upon Motion to Confirm Said account as Corrected. the Court finds that Notice of the time of hearing Said account has been given pursuant to law. by publication in the Marysville Tribune a newspaper of general Circulation in Said County.

The Court further finds that upon Said account as Corrected, the Said assignee. is Chargable with the Sum of $1819 80/100, and that he is entitled to Credits in the Sum of $1036 15/100.

Whereupon this Matter came on to be heard further on Motion of Said assignee for the allowance of $133 27/100 as his Legal Compensation, and $50 00 for Extraordinary Services rendered by Said Assignee on account of the Real Estate in this Matter. Also $60 00 as reasonable Attorney fees actually paid by the Said Assignee on account of Litigation arising out of the Real Estate assigned.

On Consideration whereof, and the Court being fully advised. the Said Assignee is allowed the Sum of $53 18/100 as legal Compensation, and the Sum of $110 00 for Extraordinary Services and Attorney fee as asked.

It is therefore, Ordered by the Court that the Said Assignee retain out of the Money in his hands. the Sum of the three items last aforesaid To-wit. $163 18/100.

And the Court further finds that there is a balance of $783. 62/100. derived from the Sale of Real Estate, due the preferred Creditors of Said Assignor in accordance With the order of distribution heretofore Entered on Sale of the lands of the Said Assignor.

It is further Ordered by the Court that a record in the premises be made. To the Order of the Court Over-ruling the Exceptions aforesaid the Said H. M. Ballinger. by his Counsel Excepts

James McCampbell Probate Judge

In the Probate Court of Union County, Ohio.

In the Matter of the Assignment of Caleb T. Haines To Samuel Sherwood Assignee

No 4199. September 25th 1897
Journal Entry
Exceptions to account fixing Appeal Bond.

This day came H. M. Ballinger Excepter in the premises, by L. Piper his attorney and Notified the Court of his intention to appeal to the Court of Common Pleas of this County from the Orders and Judgment of this Court upon the Exceptions aforesaid

Whereupon the Court being fully advised, fixes the Appeal Bond in the premises at $200.00. and Matters Continued.

James McC. Campbell Probate Judge

The State of Ohio
Union County ss

I James McC. Campbell, Probate Judge of the Probate Court within and for said County, and in whose Custody the Files, Journals and Records of said Court are required by the laws of the State of Ohio to be Kept, hereby Certify that the foregoing is taken and Copied from the Journal of the proceedings of the Probate Court within and for said County in the Matter of the Assignment of Caleb T. Haines To Samuel Sherwood Assignee, and that said foregoing Copy has been Compared by me with the original entry on said Journal, and that the same is a Correct and full and true transcript thereof.

In Testimony Whereof, I do hereunto Subscribe my name officially and affix the Seal of said Court at the Court House in Marysville in said County this 27th day of September A.D. 1897.

Seal

James McC. Campbell Probate Judge

February 26th 1898. The following Judgment Entry was filed in the Clerks Office Towit:

No 7452
Entry

In the Matter of the assignment of Caleb T. Haines, To Samuel Sherwood Assignee

Entry
Exceptions to Account

This day this Cause came on to be heard, and was Submitted to the Court on the Transcript from the Probate Court, the Original Papers in the Case, and upon the exceptions of H. M. Ballinger to the Third and final Account and Settlement filed by said Samuel Sherwood, as assignee of said Trust

On Consideration Whereof the Court overrule the said exceptions to said Third and final Account except as to the fifth (5th) of said exceptions of said H. M. Ballinger which the Court Sustaines.

To which Overruling of said exceptions, and said decision, and orders of said Court said H. M. Ballinger by his Counsel then and there excepted.

Thereupon this Matter coming on to be heard upon Motion to Confirm said final Account, Settlement as Corrected. The Court find that Notice of time of hearing said Account has been given pursuant to law, by Publication in the Marysville

Tribune a Newspaper of general Circulation in Said County

The Court further find that upon Said account and Settlement as corrected, the Said Assignee is Chargable with the Sum of $1819.80 and that he is entitled to Credits in the Sum of $1036.15.

Whereupon this Matter Came on to be heard further on Motion of Said Assignee for allowance of $33.34 as his Legal Compensation, and $50.97 for Extraordinary Services Rendered by Said Assignee on account of the Real Estate in this Matter, also $60.00 as Reasonable Attorney fee actually paid by Said Assignee on account of Litigation arising out of the Real Estate Assigned.

On Consideration Whereof, and the Court being fully advised, the Said Assignee is allowed the Sum of $53.80 as Legal Compensation, and the Sum of $110.00 for Extraordinary Services, and Attorney fee as Asked.

It is therefore by the Court Ordered that Said Assignee retain out of the Money in his hands the Sum of the three items last aforesaid, to-wit, $163.15.

And the Court further finds that there is a balance of $783.65 derived from the Sale of Real Estate due to the prefered Creditors of Said Assignor in accordance with the Order of distribution heretofore entered, on Sale of the Lands of the Said Assignor

It is further Ordered that the Clerk of this Court make out and file in Said Probate Court a Transcript of the proceedings and Judgment herein,

It is further Ordered and adjudged, that the Said Samuel Sherwood, as Such Assignee Recover of the Said Appellant H. M. Ballinger his costs herein expended Payed to $=

To All of Which findings rulings, orders and Judgments of the Court the Said Appellant, H. M. Ballinger by his Counsel excepts

Whereupon this Cause came on to be heard on Motion of the Said H M Ballinger for a New Trial and hearing in Said Case.

Whereupon the Court on Consideration do, overrule Said Motion; To all of Which Rulings and orders the Said H M Ballinger by his Counsel excepts.

And on the Motion and Application of Said H. M. Ballinger by his Said Counsel the Court fix the amount of the Supersedeas bond herein in the Sum of $100.00

Le Piper Counsel for H M Ballinger
Broderick for Sherwood Assignee

No 7452
Motion for New Trial

In the Matter of the Assignment of Caleb T. Harris
To
Samuel Sherwood Assignee

In Union Common Pleas Court

Motion

Now Comes H. M. Ballinger excepter herein to the Third and final account of Said Assignee in the Probate Court in Said Union County and Moves the Court herefor a New Trial and hearing of Said Cause for the following reasons To-wit

1st "First" that the finding and judgment of the Court was against the Weight of evidence and Law of the Case

2. "Second" That the Court erred in finding for the Assignee in Sustaining his Third and final account: When he Should have found in favor of the excepter to Said account of H. M Ballinger.

3rd "Third" That the Judgment and decree of Said Court was in favor of the Assignee Samuel Sherwood when it Should have been in favor of the Excepter H M Ballinger.

Said Ballinger therefore asks that a New Trial and hearing be allowed him in Said Cause

Porter & Porter & Le Piper Attorneys for H. M. Ballinger

Attest J. McConnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dav. Judge of Said Court. of the Term of January, To-wit: on the 26th day of February in the year of Our Lord, One Thousand Eight Hundred and Ninety Eight.

Be it Remembered that heretofore To-wit. on the 2nd day of October A.D. 1897. there were filed in the Clerks office of the Said Court of Common Pleas the following Transcript of Journal Entries from the Probate-To-wit.

The State of Ohio
Union County

J. Probate Court September Term 1897.
September 13th 1897

No 7453
Transcript

H M. Ballinger Plaintiff
Vs
Samuel Sherwood Assignee et.al Defendants

Journal 18, Page 524
Certified Copy of Journal Entry
No 4970

This day this Cause came on for hearing on the demurer of Margaret D Haines to the to the application of Plaintiff herein and also on the demurer of the Plaintiff to the answer of Said Samuel Sherwood Assignee and the Same were argued by Counsel and Submitted to the Court - On Consideration Whereof the Court do Sustain Said demurer to Said Application, and do over-rule Said demurer to Said answer.

It is therefore Considered and adjudged by the Court that Said Application of Said Plaintiff herein be and the Same hereby is dismissed. And it is further ordered that Said Plaintiff pay the Costs herein Taxed at $-- To all of which rulings, orders, Judgments and decisions of the Court the Plaintiff then and there excepts.

Said plaintiff also gave Notice of his intention to Appeal this Cause to the Court of Common Pleas, of this County, and the Court do fix the Appeal Bond at the Sum of Two Hundred Dollars.

James McCampbell Probate Judge

Samuel Sherwood
Assignee and Plaintiff
Vs
Caleb P. Haines and
Others. Defendants

Journal 15, Page 553
Certified Copy of Journal Entries
No. 5530 ; April 8th 1895.
Decree Confirming Sale

This day this Cause came on to be heard on the return of Samuel Sherwood Assignee of Caleb P Haines, as above named plaintiff herein, of his proceedings and Sale in this Case under former order of this Court.

The Court after having Carefully Examined Said return, and being Satisfied that Such Sale has in all respects been Legally Made do hereby approve and confirm the Same and order that the Said Samuel Sherwood as Such Assignee, Make to the purchaser, Benjamin P Morris a good and Sufficient deed for the premises So Sold free of and from all dower of Said Margaret D Haines, Defendant.

And the Court Coming now to distribute the proceeds of Said Sale in the hands of Said Assignee, do order that he pay.

First the Costs of this Action

Secondly: To James H. Mikoff Mortgagee. the amount of his lien. to-wit $2046.50 with 8% int from January 17th 1895.

Thirdly: To. the Union Banking Company. Mortgagee. the amount of its lien. to-wit $1373.00 with interest at 8% from July 9th 1894.

Fourthly: To Margaret R Haines wife of Assignor the Value of her contingent dower right. in the Lands in the petition described to wit $228.88.

Fifthly:- To Margaret R. Haines on her application Under S. 5440. of the Revised Statutes of the State of Ohio the Sum of $ 500.00 in lieu of a homestead in said Lands. if So Much of said proceeds of Sale remains

Sixthly: The Ballance of proceeds of Sale if any there be to the party or parties thereto legally Entitled

It is further Considered. and ordered by the Court that the Clerk of this Court cause Satisfaction of the Mortgage of the answering defendants James H. Mikoff and the Union Banking Company. respectively. to be entered upon the Record thereof in the office of the Recorder of Union County. Ohio.

It is further Ordered by the Court that Satisfaction of the Mortgage of H. M. Ballinger defendant. who is in default for answer herein. be entered upon the Record thereof in the office of the Recorder of Union County. Ohio.

James McCampbell Probate Judge.

The State of Ohio } ss
Union County }

I James McCampbell. Probate Judge. of the Probate Court. within and for Said County. and in whose Custody the Files. Journal. and Records. of Said Court. are required by the laws of the State of Ohio. to be kept. hereby Certify that the foregoing is taken and copied from the Journal of the proceedings of the Probate Court. within and for Said County in the Matter of. H. M. Ballinger. Vs. Samuel Sherwood Assignee. &d Samuel Sherwood. Vs. Caleb P Haines Et. al. and the foregoing Copies has been Compared by Me. With the Original Entries on Said Journal. and that the Same are Correct and full. and true Transcript Thereof.

In. Testimony. I do hereunto Subscribe My name Officially and affix the Seal of Said Court at the Court House in Marysville in said County this 27th day of September 1897.

(Seal)

James McCampbell Probate Judge

February 26th 1898: The following [illegible] filed with the Clerk of Court To-wit.

No 7453 Petition in Error

H. M. Ballinger.
Plaintiff in Error
Vs.
Samuel Sherwood Assignee
of Caleb P Haines Defts in Error

Common Pleas Court Union County Ohio
Petition in Error

That at the September Term. A.D. 1897. of the Probate Court of Union County. Ohio. the Defendants in error recovered a Judgment by the Consideration of the Said Probate Court against the Plaintiff in Error. in an action then pending therein. Wherein the plaintiff in Error was plaintiff and the defendant in Error were defendants: A Transcript of the Docket and Journal Entries whereof is herewith filed.

There is Error in Said ~~Record and~~ proceedings in this to-wit:
First= Said Court Erred in Sustaining the Demurrer of Margaret D. Harris. one of the defendants. to the plaintiffs petition.
Second.... Said Court Erred in overruling the Demurrer of plaintiff to the answer of the defendant Samuel Sherwood.
Third..... The Court Erred in giving Judgment for the defendants in Error. When Said judgment Should have been given for the plaintiff in Error according to the laws of the land.
Plaintiff therefor prays that Said Judgment May be reversed and that he be restored to all things he has lost by reason Thereof.
L. Peper & Porter & Porter. Attorneys for Plaintiff

No 7453 Entry

H M. Ballinger Plaintiff in Error
Vs.
Samuel Sherwood Assignee of Caleb Harris et al. Defendants in Error.

Entry

This day this cause came on for hearing upon the Petition in Error. The Transcript and the original Papers. and pleadings from the Probate Court of this County, and was argued by Counsel;
On Consideration Whereof the Court do Sustain the Demurrer of Margaret D Harris to the Petition of plaintiff H. M. Ballinger
To which decession and ruling of the Said Court. Said H M. Ballinger then and there excepted;- and this cause came on further to be heard upon the demurrer of Said H. M. Ballinger to the answer of Said defendant Sherwood to the petition of plaintiff H. M. Ballinger and was argued by Counsel
In Consideration Whereof the Court overrule Said Demurrer; To which ruling and decision of this Court the Said plaintiff H. M. Ballinger then and there Excepted,
Thereupon the Court find that there is no Error Apparant upon the record in Said proceedings and Judgment.
It is therefore Considered by the Court that the Judgment aforesaid be and the Same is hereby affirmed. and that the defendants in Error recover from the plaintiff in Error their Costs herein Expended Taxed at $.
It is further by the Court Ordered. that the Clerk of this Court Make out and file in Said Probate Court a transcript of its Judgment and proceedings herein, and that this Cause be remanded to Said Court to Carry into effect the Said Judgment
To all of Which ruling and Orders the plaintiff in Error by his Counsel then and there Excepted.
And on Motion and application of plaintiff by his Counsel the Court fix the amount of the Supersedeas bond herein in the Sum of $1000.00
L Peper Counsel for H M Ballinger
Brodrick for Sherwood Assignee
Approved L Dora Judge.

Attest J. M Gomell Clerk

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio before the Honorable Duncan Dero, Judge of Said Court, of the Term of January, To-wit; on the 20th day of January, in the year of Our Lord One Thousand Eight Hundred and Ninety Eight

Be it remembered that heretofore To-wit, on the 14th day of May A.D 1896 O Nichols filed in the Clerks office of the Said Court of Common Pleas, the following Petition against William Parthemer To-wit.

No 7112 Petition

O. Nichols Plaintiff
vs
William Parthamer, Defendant

In the Court of Common Pleas of Union County Ohio
Petition

I: First Cause of Action: Plaintiff Says that there is due him from Said defendant on a promissory Note the Sum of Ninety two and 58/100 Dollars, with Six per cent, interest from the 23rd day of March 1895, a copy of which Note with all Credits and indorsments thereon is as follows,

$140.00 March 1894

On or about Dec 1st 1894, I promise to pay to O. Nichols or bearer the Sum of One Hundred and forty dollars for Value received, with no interest until after due,

Wm Parthemer.

Indorsed:= Received on within Note Ten dollars March 1st 1895
Received on the within Note forty dollars March the 28th 1895

II Second Cause of action:= For a Second Cause of action Plaintiff Says that there is due him from Said defendant on a promissory Note the Sum of One Hundred and Thirty five Dollars, with Six per cent, interest from the 1st Day of July, 1895, a copy of which note is as follows,

March 1894

$135.00

On or about July 1st 1894 I promise to pay to O. Nichols or Bearer, the Sum of One Hundred and Thirty five dollars for Value received with no interest until after Maturity

Wm Parthemer

There are no Credits or indorsments on Said Note.

III Third Cause of action:= For a third Cause of action, Plaintiff adopts the first and Second Causes of action hereinbefore set forth, the Same as if fully here re-written, and Says that on the 30th day of March 1894, in order to Secure the payment of the Said promissory Notes Set forth in Said first and Second Causes of action, the Said defendant William Parthemer duly Executed and delivered to this Plaintiff his Chattle Mortgage, thereby Conveying to Plaintiff the following Chattle property, To-wit One bay horse nine years Old, Star in forehead One bay Mare nine years Old, One brown Mare Three years old, One brown Mare Two years Old, one Red Cow horns drops, and one light Red Cow horn drops, All of Said property was then the property of Said defendant:= The Condition Contained in Said Chattle Mortgage was in Substance that if Said William Parthemer Should pay or Cause to be paid, the Said promissory Notes described in Said first and Second Causes of action herein when the Same become due, then the Said Chattle Mortgage to be Void; Otherwise to be

and remain in full force and Virtue in law:= On the 3rd day of June 1894. Said plaintiff Made an affidavit of his Said Claim on Said Chattle Mortgage as required by law, and Said Chattle Mortgage was on Said June 3rd 1894 duly filed with R.C. Tunney Esq the Township Clerk of Leesburg Township Union County, Ohio, it being the Township in Which Said defendant resided, and where Said property was Situated:= On May 17th 1895 Said Plaintiff Made a new Affidavit on Said Mortgage of the amount then due thereon as required by Statute, and Said Chattle Mortgage was then on Said May 17th 1895, duly refiled with Said Township Clerk aforesaid:= On May 6th 1896. Said plaintiff Made a new Affidavit in Said Chattle Mortgage, Showing the Amount then remaining due thereon, as required by Statute, and Said Chattle Mortgage Mortgage was then on Said May 6th 1896. duly refiled with Said Township Clerk aforesaid:= The defendant has Wholly failed to pay the Said Note in Said first and Second Causes of action, or any part thereof, except as Set forth in Said first Cause of action herein, and by reason thereof the Condition of Said Chattle Mortgage has been broken.

IV:= Fourth Cause of action:= ~~For a fourth~~ Cause of action plaintiff Says that there is due him from Said defendant on a premissory Note the Sum of One Hundred and Forty Dollars with Six per Cent. interest thereon from. December 1st 1895. a copy of Which Note is as follows

$140.00 June 24th 1895.

On or about December 1st 1895. I. promise to pay to O. Nichols or bearer the Sum of One Hundred and Forty dollars: for Value received, With ~~no interest~~ until due

Wm Partheimer.

There are no Credits or indorsments on Said Note.

V. Fifth Cause of action:= For a fifth Cause of action. Plaintiff Says that there is to become due to him from Said defendant, on a premissory Note the Sum of One Hundred and Thirty five Dollars, with Six per cent ~~cent~~ interest thereon from July 1st 1896. a copy of which Note is as follows,

$135.00 June 24th 1895.

On or about July 1st 1896. I. promise to pay to O. Nichols or bearer the Sum of One Hundred and Thirty five Dollars for Value received, With no interest until due.

Wm Partheimer

There are no credits or indorsments on Said Note.

Plaintiff therefore asks judgment against Said defendant for the Sum of Two Hundred and Twenty Seven and $\frac{58}{100}$ Dollars, with Six per Cent interest on $92.58 from March 23rd 1895, and Six per cent interest on $135.00 from July 1st 1895, on the first and Second Causes of action hereinbefore Set forth:= That Said personal property described in Said Third Cause of action herein may be ordered to be Sold and the proceeds applied to the payment of Said judgment to be rendered on Said First and Second Causes of action, and also asks judgment against Said defendant for the Sum of One Hundred and Forty Dollars with Six per Cent per Cent interest from December 1st 1895, as Set up in the first Cause of action, and that on the final Hearing thereof Said Note Set up in the fifth Cause of action be taken into account, and if not paid at Maturity that judgment be rendered thereon

John M. Brodrick
Attorney for Plaintiff

The State
County of

Authorize
for the pa
That all
are within
petition a

Su
presence

No 7112
Waiver

Appearan

May 28th

No 7112
Answer &
Cross
Petition

O. Nicho
William Pa

Answer
Said Ca
agreem
Copy of No

Defence to

Said fir
account
performe

Defence to

Defence to

on Said
performe
and proce
form as

Defence to

as Set up
July, an
for.
Answer

The State of Ohio } ss
County of Union }

John M. Brodrick. being Sworn Makes Oath that he is the duly Authorized Attorney for Said Plaintiff. that this action is founded on Writen instruments for the payment of Money only Which writen instruments are now in Affiants possession That all the allegations in regard to the Chattle Mortgage Set forth in the foregoing Petition are within the personal knowledge of affiant. 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 14th day of May. 1896.

J. H. Gaskill Clerk
By Jno A. Gaskill Deputy Clerk

No 7112 Waiver

I hereby waive the issuing and Service of Summons. and Enter My Appearance herein this 14th day of May. 1896.

J. M. Kennedy Attorney for Plaintiff

May 28th 1896. The following Answer and Cross Petition of Wm Parthemus filed To-wit

No 7112 Answer & Cross Petition

O. Nicholes - - - Plaintiff
vs
William Parthemus Defendant

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

Now Comes the defendant William Parthemus and for answer to the Plaintiffs Petition Says: On Said first Cause of action. and Says Said Cause of action Enumerated in the Plaintiffs Petition. all grow out of an agreement for the rent of a certain farm described in a writen agreement a Copy of which is hereto attached and Made part of this answer the Same being Marked "A"

Defence to first Cause of Action

Defendant denies that he is indebted to the Plaintiff on Said first Cause of Action. and Says the Same is all paid as will Appear from the account hereto attached and Made part hereof Marked "B" for Money paid and Labor performed by the defendant as per agreement with the Plaintiff.

Defence to Second Cause of Action.

The defendant denies that he is indebted to the Plaintiff on Said Second Cause of Action; = That the Same is fully paid by Work and Labor performed by the defendant as per agreement. and by damage for the Loss of profits and proceed of the use of Certain Sheep that Plaintiff was to place and leave on Said farm as per Said agreement. as will Appear by the Written agreement hereto attached

Defence to Third Cause of Action

The defendant Admits the Execution of Said Chattle Mortgage as set up in Said Petition, but Says that the terms thereof have been Complied with fully. and that Said Plaintiff ought not to have his Order of foreclosure as prayed for.

Answer to Fourth Cause of Action

Defendant denies that there is anything due Plaintiff

on Said 4th Cause of Action:= Says the Same is paid by work and Labor as Set forth in the Account ~~hereto~~ attached Marked "B" and for Damages for Loss of Products and issue of Certain Sheep as per Said Agreement, "A".

Defence to Fifth Cause of Action.

Defendant denies that there is anything due on Said fifth Cause of Action, that the Same is fully paid by Labor as per Agreement and loss of use of products and issue of Certain Sheep as per Agreement hereto Attached and Violation of the the Terms of Said Contract by the Plaintiff.

Exhibit "B"

Obidiah Nichols in account with Wm Parthemer.

Dr. April 1894

April 1st	Hauling Straw One Team & Two hands	$3.25
" 2nd	" " " " " " "	3.25
" 3rd	" " " " " ½ "	1.63
" 4th	" " " " " " "	1.63
" 5th	Team and two hands.	3.25
" 6th	One hand Building fence one day	1.25
" 8th	Team and Two hands hauling Rails.	3.25
" 9th	One hand Building fence	1.25
" 10th	Hauling Brick. Team and Two hands	3.25
" 11th	Two hands ½ day repairing fence	1.12
" 11"	6 Caring " " " "	1.13
" 12th	Team ½ day " "	1.62
" 13th	" One day " "	3.25
" 15th	Cosland Team and hand	3.25
" 16th	" " " " " ½	1.63
" 17th	Two hands & Team ½ "	1.63
" 18th	One day repairing part & Rail fence	1.63
" 19th	Hauling Straw and filling ditch	3.25
" 20th	two hands and teams hawling Straw & nails	3.25
" 22nd	two hands repairing fence one day	1.63
May 6th 1894.	Two hands and team filling ditch.	3.25
" 7th "	One hand building fence	1.25
" 9th "	Team and three hands ½ day	1.88
" 10th "	" " " " building fence	1.88
" 10th "	Rails Made	.25
	Repairing Shed at Tenon	2.00
" 17" "	Repairing Spring	2.00
Aug 5th "	Labor Clearing 20. Acres at $2.00 per acre	40.00
" 14th "	Clearing out Pool 3½ days	11.37
" 23rd "	Building Straw Shed	5.00
Sept 14" "	Repairing House.	2.50
" 18th "	Building Stone Chimney	1.50
" 23rd "	Begun Clearing 15. Acres of Land at $5.00 per acre	75.00
Feb. 11" 1895:	Cutting and Hauling Logs to Mill and Lumber	12.00
" 26 "	Repairing Shed	1.50
	Loss resulting from Nichols not furnishing Sheep as per Contract 15 head Short	55.00

April 1st 1894: To 15 Loads of Straw @ 12½ per Load 26.25
" 24th " To building Milk House 12.00
Cash as per Indorsment on Notes 50.00

$ 350.03

Exhibit "C"

Jean. 1896: O Nichols Dr to Wm Parthemer.

9. Loads of Stove Wood @ 175 $ 15.75
Grass Seed 13.50
Loss of use of farm & Products and Products of Sheep by reason of
Violation of Contract as to Sheep by defendant Three Hundred & fifty Dollars. 350.00

$ 729.28

$ 3.25
3.25
1.63
1.63
3.25
1.25
3.25
1.25
3.25
1.12
1.13
1.62
3.25
3.25
1.63
1.63
1.63
3.25
3.25
1.63
8.25
1.25
1.88
1.88
.25
2.00
2.00
40.00
11.37
5.00
2.50
1.50
75.00
12.00
1.50

55.00

Further answering the defendant Says by way of Cross Petition by the terms of the Writen Contract. a copy of Which is hereto attached. he was to have the use issues and profits of one hundred and fifty head of Sheep. that Said Nichols agreed to have and Leave upon Said farm: That Said Nichols the Plaintiff Never had 150 head of Sheep Such as described in Said Petition at any time on Said farm. and the year. 1895. Said defendant was deprived of the issues and profits of Said Sheep Entirely although put to the expense of Keeping Said Sheep until they had consumed all of the feed off Said farm. by the Said plaintiff Taking Said Sheep away and out of the possession of Said defendant. giving No part of the proceeds of Said Sheep as he was bound to do. by the terms of Said Agreement to his damage of Three Hundred and fifty Dollars.

Defendant therefore prays that he go hence without day. and that he recover his damage as by the terms of his agreement he is Entitled to and that the Court dismiss So much of Said petition as relates to the foreclosure of Said Chattle Mortgage. and for all proper relief in the premises.

J M. Kennedy Attorney for the Defendant

The State of Ohio } ss
Union County }

William Parthemer. being duly Sworn Says. the facts and allegations of the foregoing Petition are as he believes true

Wm Parthemer.

Sworn to and Subscribed by the Said William Parthemer before me this 26th day of May A.D. 1896.

W. P Sea Rue J. P.

The following Article of agreement was filed with and made a Part of the answer and Cross Petition on May 26th 1896 To-Wit.

Article of agreement by and between Obediah Nichols of the County of Union State of Ohio. and William Parthemer of the County of Union State of Ohio:- On the first part of this article the Said O Nichols leases or rents his farm of Two Hundred acres (200) be the same More or Less Situated in the Township of Leesburg County of Union and State of Ohio. to Wm Parthemer for the term of one year from and after April 1st 1894. for the Sum of

Three Hundred and Fifty Dollars ($350.00) to be paid in the following Manner to-wit.
One Hundred and Forty ($140.00) Dollars, to be paid on or about Dec 1st 1894. and
One Hundred and Thirty five ($135.00) Dollars to be paid on or about the first of
July 1895, and Seventy five ($75.00) Dollars, to be paid by the Said Parthemer
in Work on the farm at any thing the Porter May agree upon and for Which
he is to be allowed Customary Wages:- And it is agreed by the parties that
the Sheep Now on the farm (150 head) are to remain as the property of the
Said Nichols the Wool and increase of flock to to belong to the Said Parthemer,
and after Shearing they are to turned over to the Said Nichols 150 head of as
good quality as those received of him, and the Said Parthemer agrees to
take good care of buildings fences &c to cut No green timber for any purpose
except for use on the farm. To rotate Crops if he should rent for a longer
term, and to furnish all the grass Seed needed on the farm, and to take his
fuel from dead and down Timber &C &C.- And the Said Nichols reserve the
right to Enter the premises at any time to haul Wood, or view the premises or
Make improvements or for any other purpose

Signed in presence of
Joseph Morse
Maggie Perry

March 30th 1894.

Obediah Nichols.
Wm Parthemer.

No 7112 Entry

O Ni
V
William.

the Court
duly app
and Mon
And
Said Ob
Made par

January

No 7112 Entry

O Nich
VS
William Pa

the Parties
pleadings
the Court
William
as Adm
on the fi
Hundred
of the pr
in Said Pet
from Sai

It is
do recov
and 79/100 D

the C
the first
the Chatte
lien on
entitled
and Secon

It is
Entry here
from Jan
described
Execution

No 7112 Reply

September 16th 1896: The following Reply was filed in the Clerk of Courts Office Do-wit

O Nichols ---Plaintiff
Against
William Parthemer Defendant

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

And now Comes the Said Plaintiff and for Reply to the Cross petition of Said Defendant herein filed Says that he admits the Execution of the Article of Agreement Set forth in Said Answer and Cross Petition, and that by the terms of Said agreement, Said Defendant was to perform work and labor on Said farm to the amount of Seventy five dollars per year, that Said Work and labor to that amount was performed, but Plaintiff denies that any other or further labor than Said Seventy five Dollars per year was performed.

That Said labor to the amount of Said Seventy five dollars per year was to be performed in addition to the Cash payments Set Up in plaintiffs Petition herein, and Plaintiff denies Each and Every allegation in Said Cross Petition, and Each and Every item of Said Account in Said Exhibit "B" not herein Specifically admitted

John M. Brodrick Attorney for Plaintiff

The State of Ohio
Union County ss

Elizabeth W. Nichols, the agent of Said Plaintiff, being Sworn Makes oath that the facts Stated in the foregoing reply are within her personal knowledge, and that the Said facts therein Stated as affiant believes true

Elizabeth W. Nichols.

Sworn to by Said Elizabeth W. Nichols before me and Signed by her in my presence this 16th day of September 1896.

Seal

Arthur C. Longbrake
Notary Public.

No 7112 Precipe

January
Obediah
VS
William P
to the S

No 7112 Entry

C Nichols
Vs
William Parthemer

January 4th 1898 The following Entry was filed in the Clerks Office this Entry

Now Comes Charles Nichols and David Williams and Suggest to the Court the death of C Nichols the Plaintiff herein and that they are the duly appointed and qualified administrators of the Estate of the said C Nichols and Move the Court for leave to become a party to this action.

And the Court finding the Suggestion to be true grants said Motion; and said Charles Nichols and David Williams Administrators are accordingly made party Plaintiff in this action and the action proceeds.

Brodrick for Plaintiff
J M Kennedy for Defendant

January 20th 1898: The following Entry was filed in the Clerks office 1st inst:

No 7112 Entry

C Nichols
Vs
William Parthemer

Entry

This day this Cause Came on for trial on the issues joined between the Parties, and a jury having been waived, Was Submitted to the Court Upon the pleadings, the Evidence, and the arguments of Counsel, On Consideration Whereof the Court do find on the issue joined for the plaintiff, and find that the defendant William Parthemer is indebted to the Plaintiff Charles Nichols and David Williams as Administrators, with the Will annexed, of the Estate of Obediah Nichols; deceased; on the first and Second Causes of action Set forth in the Petition the Sum of Two Hundred and Sixty Three and 30/100 Dollars, with Six per cent. interest from the first day of the present term to wit. January 3rd 1898, and on the fourth and fifth causes of action in Said Petition the Sum of Three Hundred and Eight and 70/100 Dollars with Six per cent interest from Said January 3rd 1898.

It is therefore Considered and adjudged by the Court that the said Plaintiff aforesaid do Recover of Said Defendant aforesaid the Said Sum of Five Hundred and Seventy One and 79/100 Dollars, with Six per cent interest thereon from Said January 3rd 1898.

The Court further find that in Order To Secure the payment of the Notes Set up in the first and Second Causes of action in Said Petition, the Said Defendant Executed the Chattle Mortgage as Stated in the Petition, and that the Same is a Valid and Subsisting lien on the property in the petition described, and that the Said Plaintiffs are entitled to have Said Chattle property Sold to pay the Amount due them on Said first and Second Causes of action as aforesaid.

It is therefore ordered that Unless the defendant, Within three days from the Entry hereof, pay to Said Plaintiffs Said Sum of $268.30 with Six per cent interest from January 8th 1898, and the Costs therein taxed at $ the Chattle property described in the Petition Shall be Sold by the Sheriff of Marion County Ohio, as upon Execution, and that an Order issue for that purpose.

Brodrick for Plaintiff
J M Kennedy

No 7112 Precipe

January 31st 1898. The following Precipe was filed in the Clerks Office

Obediah Nichols
Vs
William Parthemer

Court of Common Pleas Marion County Ohio
Marysville Feb 2. 1898

To the Clerk:

Issue Order of Sale & Ex Prop in the above case to the Sheriff of Marion County Ohio returnable according to Law. J M Brodrick Atty for Pltff

7112
Order of Sale

February 3rd 1898. The following Order of Sale to Sell Mortgaged Goods and Chattels was issued to the Sheriff of Marion County Ohio-To-wit.

The State of Ohio | To the Sheriff of Marion County Greeting
Union County |

Whereas on the 20th day of January of the January Term A.D. 1898. of the Court of Common Pleas of Said County. Obediah Nichols recovered Judgment against William Parthemer for the Sum of $263.30 Together with the costs of Suit; and it appearing to the Court that the claim upon which the above Judgment was Rendered, is Secured by Mortgage on the following goods and Chattels Situate in Marion County Ohio: To-wit.

One Bay Horse Nine years old Star in forehead, One Bay Mare Nine years Old, One Brown Mare Three years Old, One Brown Mare two years old, One Red Cow Horned Drops, and One Light Red Cow Horns Drops.

You are therefore hereby Commanded to proceed forthwith to advertise and offer for Sale Said goods and Chattels, to Satisfy Said Judgment and Costs and costs that May Accrue; and that you Make Return of your proceedings herein together with this Writ, Within Sixty days from this date.

Witness My hand and the Seal of Said Court this 3rd day of February A.D. 1898.

(Seal)

Jasper N Gorsuch, Clerk of the Court of Common Pleas of Said County

---

March 14th 1898: The following Return was made by the Sheriff of Marion County Ohio

NO 7112
Sheriffs Return on Order of Sale

The State of Ohio | Sheriffs Return
Marion County. |

Sheriffs. Fees		
Levies		25
Levy		25
Writing Notice	1	00
Mileage	10	00
Poundage		28
Return		48
Total amount of Sale	14	75
Total fees	13	26
Bal of Sale	$1	49

mistake of $1.00 Mr

In Obedience to the Command of the Order of Sale hereto Annexed, on the 1st day of March 1898. I Caused to be advertised by porters. Said goods and chattels to be Sold at public Sale, at the residence of Wm Parthemer on the 11th day of March A.D. 1898, at the hour of 10. O'Clock A.M: of Said day. And having advertised the Said goods and Chattels for More than ten days previous to the day of Sale. To-wit, 10 Consecutive days; and in pursuant to Said Notice. I did on Said 11th day of March A.D. 1898, at the time and place hereinbefore Mentioned proceed to offer Said goods and Chattels at public Sale, and then and there came John Friedrick who bid for the Same the Sum of Nineteen and 75/100 Dollars, and Said John Friedrick being the highest and best bidder thereof. I then and there publicly Sold and Struck off Said goods and Chattels to him for Said Sum of Nineteen 75/100 Dollars, the property herein described had all died previous to the day of Sale except one Red Cow.

John Battenfeld Sheriff.

Attest J N Gorsuch Clerk

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo, Judge of Said Court, of the Term of January, To-wit; on the 25th day of January in the year of Our Lord One Thousand Eight Hundred and Ninety Eight.

Be it Remembered that heretofore To-wit, on the 21st day of June, A.D. 187, Carl Bauer, filed in the Clerks office of the Said Court of Common Pleas, the following Petition in Error, against The State of Ohio, To-wit.

Carl Bauer
Plaintiff in Error
Vs
The State of Ohio
Defendant in Error

In Court of Common Pleas
Union County Ohio

Petition in Error.

The Plaintiff in Error, Carl Bauer, Complains of the Said Defendant in Error for this, To-wit; That on the 4th day of June, 1897, in a Certain prosecution then pending before the Honorable C. H. Jacobs Mayor of the Village of Richwood in the County of Union and State of Ohio, Wherein the Said Defendant in Error, The State of Ohio, Was Complainant and the Said plaintiff in Error, Carl Bauer, Was defendant, by the Consideration of Said Mayor a final order and judgment of Conviction Was rendered in favor of Said Defendant in Error, and against this plaintiff in error, A Complete Transcript of the Record and proceedings of Said Mayors Court in Said prosecution, Together with the final order and Judgment therein is hereunto attached and herewith filed.

Plaintiff in Error Says that there is Error prejudicial to him Manifest Upon the face of Said Record and proceedings in this To-wit:=

First:= That Said Mayor Erred in Overruling the Motion to dismiss the affidavit and Complaint, in Said prosecution.

Second:= That Said Mayor Erred in entering judgment against the plaintiff in Error Upon the Verdict rendered in Said prosecution.

Third:= Because Said Mayor erred in not discharging this Plaintiff in Error on the Verdict rendered in Said prosecution.

Fourth:= Because Said Verdict did not Support the judgment rendered by Said Mayor Upon the Same

Fifth:= Because the Complaint and affidavit in Said prosecution does not State an offence Under the Statutes of Ohio.

Sixth:= Because the Complaint and affidavit in Said proceding Was Void for duplicity

Seventh:= Because the finial Order and judgment in Said proceedings were given in favor of the defendant in Error, the State of Ohio, When the Same Should have been given in favor of this plaintiff in Error.

Eighth:= Because When required by the Said Mayor to Elect for What offence this plaintiff Should be tried Under the affidavit and Complaint in Said Cause, Said prosecution Made NO Election, and this plaintiff in Error Was Not legally or Certainly informed of the Charge against him, in Said proceedings after the attempted Election of Said defendant in Error Therein. So that he could properly and Clearly make a defence thereto.

Ninth:= Because of other Errors Manifest Upon the face of the Said Record and proceedings.

Wherefore Plaintiff in Error prays that Said judgment of Said Mayor May be reversed, and that he may be restored to all things that he has

Cost by reason of the Same.

Schofield Dunfee & Schofield
and J. F. Millar.
Attorneys for Plaintiff in Error.

June 21st 1897. The following Entry was filed in the Clerks office To-wit.

Earl Bauer
Plaintiff in Error.
Vs
The State of Ohio.
Defendant in Error.

In the Court of Common Pleas.
Union County Ohio.

Entry

No 7386
Entry

Upon Motion to the Court, and good Cause being Shown therefor, it is Ordered that Execution of the Sentence of the Mayor of the Village of Richwood, Ohio, in Said prosecution Mentioned in the petition in Error herein, Wherein the State of Ohio was Complainant and the plaintiff in Error herein, Earl Bauer, was defendant, is hereby Suspended Until the further order of this Court, Upon the Said plaintiff in Error entering into a Recognizance in the Sum of $100.00 to the Satisfaction of the Said Mayor of the Village of Richwood, Ohio, Conditioned that the Said plaintiff in Error will prosecute his petition in Error herein to effect, and Surrender himself to the Custody of the Marshal of the Said Village of Richwood in Case the Judgment Against him be not reversed, or a New Trial ordered.

June 21st 1897:= The following Motion for the above Entry was filed To-wit

No 7386
Motion

Earl Bauer.
Plaintiff in Error.
Vs
The State of Ohio
Defendant in Error.

In Court of Common Pleas
Union County Ohio
Motion

Now Comes the plaintiff in Error, by his Attorney J. F. Millar, and Moves the Court to Suspend Execution of the Sentence rendered against him by the Mayor of the Village of Richwood, Ohio, in the prosecution against him, had before Said Mayor, which proceedings, Judgment & Sentence are hereby Sought to be reversed, Until the final determination of this Action

J. F. Millar Attorney for Plaintiff in Error

June 21st 1897. The following Precipe for Summons in Error was issued To-wit

Earl Bauer - Plaintiff in Error.
vs
The State of Ohio. Defendant in Error.

In the Court of Common Pleas Union County Ohio
Precipe
To the Clerk of Said Court,

Issue Summons in Error upon the petition in Error filed in the above Entitled action directed to the Sheriff of Union County in accordance with Section No 7359, of the Rev Stats of Ohio including therein a Command to the Said Sheriff to Notify the Mayor of the Village of Richwood, Ohio, to forward to the Clerk of this Court of Common Pleas of Union County Ohio the Original papers in Said prosecution Mentioned in the

Petition

June 21st

The State of
Union Cou

Earl Bau
Plain
Vs
The State of
Defen

No 7384
Summons
in Error

William
has been
a judgme
in Error
the Said p
Was plaint
Term of Sa
Jan
Richwood
Mentioned
Jan
July A.D.

June 2

Earl Bau
Plain
Vs
The State of
Defe

Sheriffs F
Service &
Mileage
Copies
Total

Petition in Error herein filed

Schofield Dunfee & Schofield
and J F Millar
Attorneys for Plaintiff in Error.

June 21st 1897. The following Summons in Error was issued to the Sheriff of Union County To-wit

The State of Ohio
Union County ss

Summons in Error,
Court of Common Pleas

Carl Bauer,
Plaintiff in Error.
VS
The State of Ohio
Defendant in Error.

To the Sheriff of Union County,

No 7384
Summons
in Error

You are hereby commanded to notify William F Hoopes Prosecuting Attorney of said County of Union that a petition in Error has been filed in the aforesaid Court of Common Pleas, the object of which is to reverse a judgment rendered by the Mayor of the the Village of Richwood, Ohio, against the Plaintiff in Error on the 4th day of June A.D. 1897, in an action then pending before him wherein the said plaintiff in Error was defendant and the defendant in Error, the State of Ohio Was plaintiff, and said petition in Error will stand for hearing the first day of the Next Term of said Court To-wit. The 6th day of September A.D. 1897.

You are further commanded to Notify C. H Jacobs the said Mayor of the Village of Richwood, Ohio, to forward to the Clerk of said Court the Original papers in the above Mentioned proceedings had before him

You will Make due return of this Summons in Error on or before the 1st day of July A.D. 1897.

Witness my Signature and the Seal of said Court this 21st day of June A.D. 1897.

{Seal}

J N Gannell Clerk
By Jno A Gonnell Deputy

June 25th 1897. Summon in Error returned filed and Endorsed as follows. To-wit.

Carl Bauer
Plaintiff in Error
VS
The State of Ohio
Defendant in Error

Sheriffs Return

Received this writ June 21st 1897, at 10. O. Clock A. M. and Pursuant to its command, I Served the Same by delivering a true and certified Copy of this Writ with all the within endorsements thereon to W. F. Hoopes Prosecutor, and C. H. Jacobs Mayor personally on June 24th 1897.

J Ed Robinson Sheriff.

Sheriffs Fees		
Service & Return		
Mileage		
Copies		
Total		

January 25th 1898. The following Entry was filed in the Clerks Office Court.

Carl Bauer
Plaintiff in Error.
vs.
The State of Ohio
Defendant in Error.

In Court of Common Pleas
Union County Ohio.

Entry

This Cause came on for hearing this 25th day of January, 1898, and was Submitted upon the petition in Error, and the Transcript of the proceedings and Judgment of the Mayors Court in Said petition complained of. And the Court upon due examination and Consideration thereof find that there is Error in Said proceedings and Judgment prejudicial to plaintiff in Error,

It is therfore Ordered by Said Court that Said proceedings and judgment, be reversed, (and that defendant in Error pay Costs of this prosecution,)

It is further Ordered that this Cause be remanded to the Said, Mayors Court, of the Village of Richwood, Union County, Ohio., for further proceedings, and that a Special Mandate therfor be Sent to Said Court.

Approved D. Dow Judge

Attest J. N. Connell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, at the Term of April, to-wit; on the 4th day of April in the year of Our Lord, One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore to-wit on the 11th day of December A.D. 1897, J.W. Tilton filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Joseph Smith et al,

No 7480
Petition.

J.W. Tilton = Plaintiff
vs.
Joseph Smith Emeline Smith
L. E. Wharton, Netta V. Landgraver
Stephen Creamston and the
Farmers Bank = Defendants

In the Court of Common Pleas
Union County Ohio

Petition

First Cause of Action:=

The defendant Joseph Smith is indebted to plaintiff in the Sum of Four Hundred Dollars, Which plaintiff Claims, with interest at Eight per Cent (Payable Semi-annually) from the 17th day of July, 1897, on a promissory Note, of which the following is a Copy.

$400 00 Marysville O. January 17th 1893.

Five years after date I promise to pay to the order of J.W. Tilton, Four Hundred Dollars at the Peoples Bank Marysville Ohio. Value received, Without any relief whatever from Valuation and Appraisment

laws, With interest at the rate of eight prcent per annum after Maturity, payable, Semi-annually. The drawers and indorsers Severally waive prsandment for payment, protest and Notice of protest and Non payment of this Note, It is expressly agreed that if Default be made in the payment of any one of the Coupons 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, immediatly 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 premise Made Security for this Note or any portion thereof Shall be Sold for any Tax assessment Whatever, then, and in that event, this Note, and all accrued interest thereon Shall immediatly become due, and may be Collected.

(Signed) Joseph Smith.

The following are the only indorsements on said Note.

For Value Received, I hereby assign, and transfer the within Note, and interest Coupons attached thereto, together with all my interest in, and all My right Under the Mortgage Deed Securing the Same to J. W. Painter, Feb 2nd 1893. Without Recourse on me.

(Signed) J. W Tilton

For Value received, I hereby assign and transfer the within Note, and the interest Coupons attached thereto, together with all my interest in, and all my rights Under the Mortgage deed Securing the Same, to J. W. Tilton, without recourse on me, this 29th day of Mar. 1896

(Signed) J. W. Painter.

There are No Credits on Said Note, thereof, the Coupons refered to as attached to Said Note are past due, and two of them are Wholly Unpaid, and one is partially unpaid, and plaintiff exercises his option by declaring the whole principal Sum due and payable.

Second Cause of Action

The defendant Joseph Smith is indebted to plaintiff in the further Sum of Six and 47/100 Dollars Which plaintiff claims, with interest at Eight per Cent (payable Semi annually) from the 25th day of June, 1897, upon a Coupon interest Note attached to the principal Note Set out Under the first Cause of action herein, of Which Coupon Note the following is a Copy.

$14.00 Marysville O January 17th 1893.

July 17th 1896, after date, I promise to pay to the Order of J.W. Tilton, Fourteen Dollars, at the Peoples Bank Marysville Ohio, (with interest at the rate of eight per Cent per annum after Maturity (payable Semi-annually), being the 7th Semi-annual interest on the Note hereto attached of even date date herewith, and Subject to all the conditions of Said Note.

(Signed) Joseph Smith

There are no indorsments on Said Coupon, and the following is the only credit "Paid on within Coupon $8.00 June 25th 1897.

Third Cause of action

The defendant Joseph Smith, is indebted to plaintiff in the further Sum of Fourteen Dollars, which, plaintiff claims with interest at eight per Cent (payable Semi-annually) from January 17th 1897, upon a certain other Coupon note attached to the principal Note Set out Under the first Cause of action

herein of which Coupon Note the following is a Copy.

$14.00 Marysville O. January 17th 1893.

January 17th 1897. after date. I promise to pay to the order of J. W. Pilton. Fourteen Dollars. at the Peoples Bank Marysville, Ohio. (with interest at the rate of eight per cent per annum after Maturity. payable Semi-annualy) being the 8th Semi-annual interest on the Note herein attached. of even date herewith. and Subject to all the Conditions of said Note

(Signed) Joseph Smith.

There are No Credits nor indorsments on said Coupon Note

Fourth Cause of action

The defendant. Joseph Smith is indebted to the plaintiff in the Still further Sum of Fourteen Dollars. Which plaintiff Claims with interest at Eight per cent (payable Semi-annually) from the 17th day of July. 1897. Upon another Coupon interest Note attached to the principal Note Set out under the first Cause of action herein of which Coupon Note the following is a copy.

$14.00 Marysville O. January 14th 1893

July 17th 1897. after Date I. promise to pay to the Order of J. W. Pilton. Fourteen Dollars, at the Peoples Bank Marysville Ohio (with interest at the rate of eight per cent per annum after Maturity. payable Semi-annually) being the 9th Semi. annual interest on the Note hereto attached. of even date herewith and Subject to all the Conditions of said Note.

(Signed) Joseph Smith

There are no Credits nor indorsments on said Note.

Fifth Cause of action

At the time of delivering said principal note and interest Coupon Notes. and to Secure the payment of the Same, the defendants. Joseph Smith and Emeline Smith. his 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. part of Virginia Military Survey No 12282, and bounded and described as follows. by True Meredian Courses.

Beginning at a Stone (Four beeches gone) Northerly corner to Said Survey No 12282; Thence with the Easterly line of Said Survey. S. 34° E. 100. poles to a Stone Corner to Abisha Warners land; Thence. With the Northerly line of Said land S. 56° W. 72 12/100 poles to a Stone; Thence N. 34° W. 100. poles to a Stone in the Northerly line of Said Survey No 12282; Thence with Said line N. 56° E. 72 12/100 poles to the beginning; = Excepting therefrom 2. acres Now owned by Emeline Smith and leaving. 24. acres.

Said Mortgage Contained a Condition that if the Said Joseph Smith and Emeline Smith, or either of them Should pay, or cause to be paid to the plaintiff or his order. the principal Note and Coupon Notes hereto fore described herein together with 7. other Coupon Notes, one of which is not yet due and the paid them to be Void.

The principal Note Set out Under the first Cause of action herein and

the Coupo
are due
Same ho

Was dul
Recorded

Farmers.
have, or Cl
Subordan
Plaintiff
the Same
Fo
Sum of
per cent
from Jan
Thereof;
Said Jo

State of O
Union Co

Contained

Sro

To

No 7480
Precipe

for the d
and Step
Judgmen
$434.77
$404.00
Upon $

No 7480
Waiver

I he
appearan

the Cerpon interest Notes Set out under the Second, Third and fourth Causes of action are due and unpaid:= The Condition of Said Mortgage is therefore broken and the Same has become absolute.

On the 19th day of January, 1893, at 5: 10, 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 81, page 585, of his records.

The defendants L. E. Wharton, Nettie V. Landgraves, Stephen Cranston and the Farmers, Bank (a Corporation organized for the purpos of doing business in the State of Ohio) have, or claim, Some lein or interest in Said premises, but plaintiff avers that the Same are Subordanate to plaintiffs claim (except the claim of L. E. Wharton, which is for Taxes) and plaintiff asks that they be Compelled to Set the Same up, or be forever cut off from asserting the Same.

Plaintiff therefore asks Judgment against the defendant, Joseph Smith, in the Sum of Four Hundred and Thirty four 47/100 (434 47/100) Dollars, with interest at eight per Cent - payable, Semi-annually, from the 17th day of July 1897, upon $414.00 Thereof from June 25th 1897 upon $6.47 Thereof, and from January 17th 1897, upon $14.00 Thereof; That Said premises May be Sold and the proceeds applies to the payment of Said Judgment.

J E Griffith Attorney for Plaintiff

State of Ohio
Union County

J. W. Tilton plaintiff being duly Sworn, Says he believes the allegations Contained in the forgoing petition are true.

J W Tilton

Sworn to and Subscribed before me this 9th day of December A.D. 1897
(Seal) J M Kennedy Notary Public

Precipe

To the Clerk:=

No 7480 Precipe

Issue Summons in this Case to the Sheriff of Union County, Ohio: for the defendants, Joseph Smith, Emeline Smith, L. E. Wharton, Nellie Landgraves and Stephen Cranston, returnable according to law: Indorse, Action for personal Judgment, foreclosure of Mortgage, and Marshalling of Liens, Amount Claimed $434 47 With interest at 8% payable Semi-annually from July 17th 1897, upon $414.00 Thereof, from June 25, 1897, upon $6.47 Thereof, and from Jan 17th 1897 upon $14.00 Thereof.

J. E. Griffith Attorney for Plaintiff.

No 7480 Waiver

I hereby waive the issuing and Service of Summons, and and Enter my appearance herein this 9th day of December 1897.

The Farmers Bank
By John M. Brodrick its Atty

December 11th 1898. The following Summons was issued to the Sheriff of Union County Ohio:

Summons:

No 7480 Summons

The State of Ohio, Union County } To the Sheriff of Union County.

You are hereby Commanded to notify Joseph Smith, Emeline Smith & E. Wharton, Nettie Landgraven and Stephen Cranston, that they have been Sued by J. W. Pilton in the Court of Common Pleas of Union County, and Must answer by the 8th day of January A.D. 1898, or the Petition of the said plaintiff will be taken as True, and Judgment rendered accordingly.

You will Make due return of this Summons on the 20th day of December A.D. 1897.

Seal

Witness my hand and the Seal of said Court this 11th day of December A.D. 1897.

J. McConnell Clerk

December 16th 1897. the following return was made on Summon To-wit

The State of Ohio, Union County } Sheriffs Return

No 7480 Sheriffs Return on Summons

Sheriffs Fee		
Service & Return	1	10
Mileage	2	24
Copies		75
Total	$4	09

Received this writ December 11th 1897. at 3. O. Clock P. M. and Served Same by delivering a True and Certified Copy of this writ with all the endorsements thereon to Joseph Smith and Emeline Smith personally. to Stephen Cranston by leaving Copy at his Usual place of residence on Dec 14th 1897. To L & E Wharton personally on Dec 16th 1897. after diligent Search and inquiry Netta Landgraven was not found in my Bailiwick

J. Ed Robinson Sheriff.

December 30th 1897. The following Waiver of Nettie Landgraven filed To wit.

No 7480 Waiver of Summons

J. W. Pilton - Plaintiff vs Joseph Smith and Others Defendants } In the Court of Common Pleas Union County Ohio

Waiver of Summons.

The Undersigned hereby Waives the issuing and Service of Summons in the above entitled Case, and Voluntarily enter her appearance therein, this 20th day of December, 1897.

Nettie N. Landgraven.

December 30th 1898. The following Answer and Cross Petition of L & E Wharton agent filed in the Clerks office To-wit.

No 7480 Ans and Cross Petition of L & E. Wharton

J. W. Pilton Plaintiff vs Joseph Smith et al Defts } Court of Common Pleas

And now Comes the Said L & E. Wharton one of the joint Defendants in Said action and by way of Cross petition defends her Claim against the real Estate named and described in the plaintiffs

Petition f... any and ... Under th... 1st ... Said Entr... Exhibit ... 2nd ... 3rd ... January ... December ... June ... Decembe... Pe... and Say... Sw... January ... J. W. Pil... Joseph S... for its a... noted in... by the co... Joseph S... and Six... remain... Dollars ... The ... of the Sai... Balance ... relief in... The State ... duly gra... Bank is ... petition a... Sworn to ... 11th day of

No 7480 Answer and Cross Petition of the Farmers Bank

Petition for Judgment and foreclosure of Mortgage against said premises.

The defendant. Le. E. Wharton in this suit asks the Court to grant and give any and all relief to which she is entitled against said plaintiff, and joint defendants under the laws of Ohio, Viz;

1st To decree her priority of lien by Tax Sale to said Le. E. Wharton, a copy of said Certificate of delinquent Tax Sale, being accompanied herewith, and marked Exhibit "A"

2nd " Judgment for purchase Money and Subsequent Taxes paid.

3rd " Penalty and interest as per account below

January 21st, 1896.	To Tax as per Sale.			$ 18.03
" "	"	"	Transfer	10
December 19th	"	"	December Tax	11.33
June 19th	1897	"	June Tax	4.33
			Penalty and interest	10 20
December Tax 1897				4.56
				$ 41.55

Personally appeared before me C. E. Wharton agt. who being duly Sworn doth depose and Say that the facts as herein Stated are true, as he has positive knowledge.

C. E. Wharton Agt.

Sworn to before me and Subscribed in my presence this 30th day of Dec 1897

Seal

Jno A Gamell Deputy Clerk

January 11th 1898: The following Answer and Cross Petition of the Farmers Bank, filed to-wit

No 7480 Answer and Cross Petition of the Farmers Bank

J. W. Tilton Plaintiff
vs
Joseph Smith et al Defendants

In the Court of Common Pleas of Union County Ohio.

Answer and Cross Petition of the Farmers Bank.

And now comes the Farmers Bank Defendant herein, and for its answer and cross petition herein says: That it is a Corporation duly incorporated under the laws of the State of Ohio:= That on the 8th day of September 1896 by the consideration of this Court it obtained judgment against said defendant Joseph Smith in Case No. 7191 on the records of said Court for the Sum of Three Hundred and Sixteen and 09/100 Dollars at Eight per cent interest:= That said judgment remains in full force Unreversed and Unsatisfied except the Sum of Forty Three 80/100 Dollars paid as of the date of January, 1897.

The Said defendant: The Farmers Bank therefore asks that out of the proceeds of the Sale of the premises described in plaintiffs Said petition it be allowed the balance due on said judgment in the order of its priority, and for all other proper relief in the premises.

John M Brodrick Attorney for the Farmers Bank

The State of Ohio County of Union SS

John M Brodrick being Sworn Makes Oath that he is the duly qualified attorney for Said The Farmers Bank That Said defendant The Farmers Bank is a Corporation and that the facts Stated in the foregoing answer and cross 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 11th day of January, 1898.

Seal

J. A. Gamell Clerk

No 7480
Entry

January 13th 1898 The following Entry was filed in the Clerks Office D. suit.

J. W. Tilton
vs
Joseph Smith et al

Entry

This day this cause came on for hearing on the Petition of Plaintiff. and the evidence. and the Court being fully advised in the premises find that all the defendants herein have been duly served with Summons. or Voluntarily entered their appearance herein. That the said defendants Joseph Smith and Emeline Smith are in default for answer or demurrer to said Petition. and that the allegations of the Petition are thereby confessed by them to be true. and that there is due to the Plaintiff from the Defendant Joseph Smith on the Note and Cognovo set up in said Petition the Sum of Four Hundred and Fifty One 91 11/100 Dollars with Eight per Cent interest thereon from the first day of the present Term of Court D-wit January 8th 1898,

It is therefore Considered and adjudged by the Court that the said Plaintiff J. W. Tilton do recover from the said Defendant Joseph Smith the said Sum of Four Hundred and Fifty One 91 11/100 Dollars. With Eight per Cent interest from January 8th 1898. and the Costs Taxed at $40 75

It is further ordered and decreed that Unless the said Defendant Joseph Smith shall pay or cause to be paid said judgment and interest, and the Costs aforesaid within three days from the Entry of this decree, then that said Defendants Equity of Redemption be foreclosed, and that an order issue therefor to the Sheriff of said Union County. Ohio, directing him to appraise. Advertize and Sell. said premises. as upon Execution and bring the proceeds into Court for further order

Griffith per Plaintiff
Brodrick for The Farmers Bank.

No 7480
Precipe for Order of Sale

February 1st 1898 The following Precipe was filed in the Clerks office D-wit.

J. W. Tilton Plaintiff
vs
Joseph Smith et al Defendants

Court of Common Pleas Union County Ohio.
Marysville Feb 1st 1898.

Issue Order of Sale in the above case to Sheriff of Union County. Ohio, returnable according to law
J. E. Griffith per. J. M. Brodrick Attorney per Plaintiff

February 1st 1898 The following Order of Sale was issued to the Sheriff of Union Co

No 7480
Order of Sale

The State of Ohio
Union County. ss.

Order of Sale.

To the Sheriff of said County Greeting:

Whereas at a Court of Common Pleas holden at the Court House in Marysville in said County of Union on the 13th day of January 1898. J. W. Tilton obtained a Judgment and decree against Joseph Smith for the Sum of Four Hundred and Fifty one and 11/100 Dollars. and Ninteen and 67/100 Dollars Costs of Suit

And Whereas it was then and there by said Court Ordered. Adjudged and decreed that the said Joseph Smith within three days from the 18th day of January

A.D. 1898
Dollars.
to pay the
proceed
estate de
expired
shall not
We th
according
Commenc
Pa
by Cruc
Be
Thence no
Land; tho
W. 100 poi
E. 72 12/100 p
Smith a
We
decree. in
described
proceeds
Specified
Pleas with

March 12

The State
Union Co

No 7480
Sheriffs Return on Order of Sale

Service
Levy
Sum Appra
Surveying App
Writing App
Copy of App
Notice to D
Writing Wo
Mileage
Return
Mohnj dec
Tolve Shee
Appraisers
Printers Fe
Sold at

A.D. 1898. pay unto the Said J.M. Pilton the Said Sum of Nine Hundred & Fifty one & 11/100 Dollars, with interest from the 3rd day of January 1898, and costs aforesaid, and on 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 three days aforesaid have fully expired and the Said Sum of Nine Hundred and Fifty one & 11/100 Dollars and costs aforesaid have Not been paid, or any part thereof, as appears to us of record,

We therefore Command you, that you proceed without delay, to appraise, advertise and Sell according to the Statute regulating Judgments and Executions at Law, the following lands and tenements Situate in Union County, Ohio, To-wit;

Part of Virginia Military Survey No. 12282, and bounded and described as follows,= by True Meridian Course;

Beginning at a Stone (Four Beeches gone) Northerly Corner to Said Survey No 12282; Thence with the Easterly line of Said Survey S. 34° E. 100. poles to a Stone Corner to Abish Warners Land; Thence with the Northerly line of Said Land S. 56° W. 72 12/100 poles to a Stone; thence N 34° W. 100 poles to a Stone in the Northerly line of Said Survey No 12282; Thence with Said line N 56° E. 72 12/100 poles to the beginning= Excepting therefrom 21 acres now owned by Emeline Smith and leaving 24, Acres,

We therefore Commond you; That you proceed to carry Said Order, Judgment, and decree into Execution agreeably to the tenor thereof, and that you expose to Sale the above described real Estate under the Statute regulating Sales on Execution, and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree, with Costs and interest as Specified therein; and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof, and bring this Order with you,

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville, this 1st day of February A.D. 1898,

(Seal)

J.N. Gosnell Clerk
By Geo A. Gosnell Deputy,

March 12th 1898; The following Return was made by the Sheriff on Order of Sale to-wit,

The State of Ohio } ss
Union County

Sheriffs Return

No 7480
Sheriffs Return on Order of Sale

Services		25
Levy		25
Sum Appraisers	1	20
Swearing Appraisers		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Emilie		25
Writing Notice		25
Mileage	2	24
Return		25
Making deed	2	00
Total Sheriffs	7	44
Appraisers Fees	8	00
Printers Fee	14	00

In obedience to the Command of the Order of Sale hereto annexed, I did on the 2nd day of February 1898. Summon J.M. McElroy, Cyrus Baughn and S.B. Skidmore three disinterested freeholders residents of Said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described, upon actual View, and afterward, on the 2nd day of February, A.D. 1898, 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 Nine Hundred & Sixty Seven 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 9th day of February 1898, 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

March 8D. 1898. at one O'Clock P.M. of Said day: And having advertised the Said Lands and Tenements for More than thirty days previous to the day of Sale. To-wit. five Consecutive Weeks; And in pursuance to Said Notice I did, on Said 12th day of March A.D. 1898, at the time and place above Mentioned, proceed to offer Said Lands and Tenements at public Sale. And then and there came J.W. Pilton who bid for the Same the Sum of Three Hundred and Twelve Dollars, and Said Sum being More than two-Thirds of the Appraised Value thereof. and Said J.W. Pilton 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 Twelve Dollars

J Ed Robinson Sheriff

April 4th 1898. The following Sheriff Sale and Affidavit of Publication filed.

J.W. Pilton
vs
Joseph Smith et al

Sheriffs Sale:
J.E. Griffith Attorney
On Order of Sale.
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 for Sale at the North door of the Court House in Marysville, Ohio, on Saturday, March 12th 1898, 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 part of Virginia Military Survey. No 12282. and bounded and described as follows, by the Meridian Courses:

"Beginning at a Stone (from Beeches gone) Northerly Corner to Said Survey No 12282: Thence with the easterly line of Said Survey S 34° E. 100. poles to a Stone Corner to Abisha Warners Land: Thence with the Northerly line of Said Land S 56° W. 72 12/100 poles to a Stone; Thence N. 34° W. 100. poles to a Stone in the Northerly line of Said Survey No 12282; Thence with Said line N. 56° E. 72 12/100 poles to the beginning:

"Excepting therefrom 21. acres now owned by Emeline Smith and leaving 24. acres.

Appraised at $467.00
Terms of Sale Cash
February 9th 1898 = S. W.

J. Ed. Robinson Sheriff Union County Ohio

The State of Ohio
Union County ss

The Undersigned being duly Sworn Says that a copy of the annexed Notice was published for 5. Consecutive Weeks in the Marysville Tribune, a Newspaper of General Circulation in the County of Union. the first publication beginning with February 9th 1898.

W.O Shearer

Sworn to and Subscribed before me this 4th day of April 1898

J Nisewanger Clerk

Printers Fees $ 14.00

April 4th 1898: The following Entry was filed in the Clerks Office To-wit

No 7780 Entry

J.W. Pilton ... Plaintiff
vs
Joseph Smith et al. Defendants

In the Court of Common Pleas Union County. Ohio
Entry of Confirmation &c

On Motion of the Plaintiff and on his Proceedings

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 J. W. Tilton 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 County Ohio,

And the Court coming now to distribute the proceeds of said sale, amounting to Three Hundred and Twelve ($312.00) Dollars. It is ordered that the Sheriff out of the money in his hands pay.

First - To the Treasurer of this County the Taxes against said property, To-wit the sum of $4.55

Secondly - The costs of this action. Taxed at $38.75

Thirdly - To the defendant C. E. Wharton the amount legally due him upon his tax lien To-wit the sum of $84.49

Fourthly - To the plaintiff. J. W. Tilton the balance of the money remaining in his hands, To-wit, the sum of $234.25 to be applied as a credit upon his judgment against the said defendant Joseph Smith

And there still remaining due to the said J. W. Tilton the sum of $216.83 Execution is awarded against the said Joseph Smith therefor

Approved J. E. Griffith Attorney for Plaintiff

Attest J. N. Gosnell Clerk.

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of April, To-wit on the 4th day of April in the year of our Lord, One Thousand Eight Hundred and Ninety Eight.

Be it Remembered that heretofore, To-wit, on the 25th day of January A.D. 1898, John Robinson filed in the Clerks office of the Said Court of Common Pleas the following Petition against John P. McCullough, et. al.

John Robinson, Plaintiff
against
John P. McCullough, and
Phebe McCullough, Defts

Union Common Pleas

Petition

No 7302
Petition

Plaintiff Says that his first Cause of action is founded upon a promissory Note of which the following is a Copy: Viz:

Plain City Ohio July 18th 1894.

On or before one year after date I, promise to pay to the order of John Robinson Five Thousand Dollars, With interest at Eight per Cent per annum, Interest payable annually, and if Not paid when due it is especially agreed that the Amount of interest So due Shall become principal, and bear the Same rate of interest as the principal, and be paid at the Same time, and Times, and in the Same Manner, as the principal Value Received.

(Signed) John P. McCullough
(") Phebe McCullough.

There is due and remaining unpaid upon Said Note the Sum of Five Thousand Dollars, with interest thereon at 8% payable as therein Stipulated from January 25, 1897, which the plaintiff claimes and for which he asks Judgment.

Second Cause of action:

Plaintiff further Says that to Secure the payment of Said Note and interest the Said defendants, John P. McCullough and his wife Said Phebe McCullough, on the 18th day of July A.D. 1894, did execute and deliver to him their Certain Mortgage Deed of Said date Conveying to him in fee Simple the following described Real Estate To-wit:= Situate in Darby and Jerome Townships Union County, Ohio, To-wit,

1st Tract:

Beginning at a point on the East Bank of Big Darby Creek, Marked by a Hickory and two Ashes, from one Stump being a Corner to lands formerly belonging to one Samuel McCullough and R. G. Graham; Thence N. 53½ E. 379 poles to a Bur Oak Corner to Joseph B. Horn; Thence S. 35 E. 39. poles to a Stake in the California and Unionville Road; Thence S. 77½ W. 58. poles to a Stake; Thence S. 53½ W. 303. poles to two Willows on the Bank of Big Darby Creek; Thence down Said Stream with the Meanders Thereof to the place of beginning, containing 138. acres More or Less, and being part of Survey No 2870,

No 7302
Precipe fo
Summons

January

Second Tract

In Survey No 3484:= Beginning at the Lower Corner of Lucas McCullough and J. P. McCullough's line at a Stake in the line of Said lands and on the bank of Big Darby Creek; Thence N. 53. E. 31½ poles to a Stone

No 7302
Summons

The State of
Union Co

McCull

in Said line: Thence in a Southwesterly direction and in a Straight line 62½ Rods to a White Oak and Sugar tree now down in the line of certain lands belonging to John Mc Cullough known as the West Mill property; Thence S. 53. W. 15½ poles to Said Creek; Thence down the Said Creek with the Meanders thereof to the place of beginning containing Eight acres be the Same more or less.

Third Tract Viz:

"Being part of Lewis Sullivants Survey No 3484, in Said County of Union Ohio:= Beginning at a Red Oak and Elm on the bank of Big Darby Creek; Thence N. 53. E. 20 poles to a Stake; Thence S. 31. E. 16. poles to a Stake; Thence. S. 9. E. 18. poles to a Stake; Thence S. 16. W. 12. poles to a White Oak and Sugar tree; Thence S. 53. W. 15½ poles to Said Creek; thence following the Meanders thereof to the place of beginning, containing 6¼ acres More or less.

Said Conveyance was conditioned as follows, To-wit:= If the Said grantors John L. Mc Cullough Shall well and truly pay or cause to be paid the Said promissory Note (Set forth in the plaintiffs first Cause of action herein) and copied into Said Mortgage, and record to which reference is hereby made Viz: in Substance the Sum of $5000.00 with interest at 8% with rets from July 18th 1894, and 8% on the defered payments of interest and due one year after then Said Conveyance to be Void.

Said Conveyance was duly filed for record in the Recorders Office of Union County Ohio, on the 19th day of July, 1894, at 11 30 A.M: and was duly recorded in Said Records Vol 32, page 607-8.

The interest on Said Mortgage up to January 23, 1897, has been paid or otherwise Secured: But the Said Mortgage has become absolute, and there remaining due and unpaid thereon the Said principal Sum of $5000.00 with interest at 8% from January 23rd 1897.

Whereupon Plaintiff prays that his Said Mortgage may be foreclosed, and that if Said indebtedness and judgment hereinbefore prayed for is not paid within a reasonable time to be named by the Court, that an Order of Sale of Said premises as upon Execution at law, may be made, and for all proper relief

J. B. Cole Attorney for Plaintiff

State of Ohio
Union County ss

John Robinson being Sworn Says that the facts Stated and allegations in his foregoing pleading are as he believes are true

John Robinson

Sworn to and Subscribed before me this 25th day of January 1897.

(Seal)

J. N. Grimell Clerk of Courts

Mr Clerk

No 7302 Precipe for Summons

Issue Summons to Sheriff of Union Co Ohio returnable according to law, for Defendant, Amount Claimed $5000.00 and interest at 8% from January 23rd 1897, and Equitable relief. January 23, 1897.

J. B. Cole Attorney for Plaintiff

January 25th 1898. Summons issued and delivered to the Sheriff of Union County, To-wit:

No 7302 Summons

The State of Ohio
Union County ss

Summons

To the Sheriff of Union County

You are hereby Commanded to Notify John L. Mc Cullough and Phebe Mc Cullough that they have been Sued by John Robinson

in the Court of Common Pleas of Union County. and must answer by the 27th day of February A.D. 1897. or the petition of the said plaintiff will be taken as true. and judgment rendered accordingly.

You will make due return of this Summons on the 8th day of February A.D. 1897.

Witness my hand and the seal of said Court this 25th day of January A.D. 1897

(Seal)

J N Gosnell Clerk.

The State of Ohio }
Union County }

Sheriffs Return

No 7302
Sheriff. Return on Summons

Sheriffs Fees.		
Service & Return.		65
Mileage.	1	60
Copies.		30
Total	$2	55

Received this writ January 25th A.D. 1897. at 5. O'clock P.M. and served same by delivering a true and certified copy of this writ with all the endorsements thereon to John F. McCullough. Personally and to Phebe McCullough by leaving a copy at her usual place of residence on the 1st day of February 1897.

J. Ed. Robinson Sheriff.

February 25th 1897. The following Answer was filed in the Clerks office to-wit.

No 7302
Answer

John Robinson Plaintiff
vs
John F. McCullough. and
Phebe McCullough: Defendants

Court of Common Pleas Union County Ohio

Answer

The defendants now come and for answer to the petition of the plaintiff says:= That on the 18th day of July 1894. the defendants herein did execute to the plaintiff a certain promissory Note for the sum of ($5000.00) as set forth in the petition of the plaintiff. which they admit to be correctly described therein

But deny each and every other allegation contained in said Petition.

And further answering defendants say: that on the 18th day of July 1894. they did execute to the plaintiff herein a certain Mortgage deed and delivered the same to him as a security for the above described Note. on the lands set forth and described in the petition of the plaintiff:

That the said Mortgage deed was for the term of three years. and was to be of no force or effect until the expiration of said time: which fact was clearly set forth and stipulated in the said Mortgage at the time the defendants herein signed the same.

After the execution and delivery of the said Mortgage which was to run for the term of three years as aforesaid. it was so changed as to become due at the expiration of one year. contrary to aforesaid term. by some person unknown to these defendants and that the same was not at the time of the commencement of this action. and is not now due. by the original terms of the Mortgage. nor any part thereof.

Wherefore defendants ask that they may go hence with their costs.

Ayers & Ayers Attorneys for Defendants.

The State of Ohio Union County SS:

John F. McCullough being first duly sworn says the facts stated and allegations contained in his foregoing answer are as he believes true. John F. McCullough

Sworn to before me and signed in my presence this 25th day of February 1897. J N Gosnell Clerk

(Seal)

March 19th 1897. The following Demurrer was filed in the Clerks Office. Ro-wit:

No 7302
Demurrer to
Answer

John Robinson Plaintiff
against
John P. McCullough and
Phebe McCullough Defendants

In Union Common Pleas

Demurrer

Now Comes the Plaintiff and demurs to the first defense set forth in the answer of Defendant, and also to the second defense set forth in said answer, and to said answer generally; - For grounds thereof he says:- Facts sufficient to Constitute a defense are not Set forth in either of said defenses, or in said answer as a whole

J. B. Cole Attorney for Plaintiff

April 19th 1897. The following Entry was filed in the office of the Clerk of the Court Ro-wit:

No 7302
Entry

John Robinson Plaintiff
vs
John P. McCullough et al

Entry

On Motion leave is granted to plaintiff to amend his petition by the 9th day of May 1897

May 11th 1897. The following Entry was filed in the office of the Clerk of the Court. Ro-wit.

No 7302
Entry

John Robinson
vs
John P. McCullough et al

In Union Common Pleas

On Motion Leave is granted plaintiff to amend his petition in 20 days from date

May 14th 1897. The following Amendment to Petition was filed in the Clerks Office. Ro-wit.

No 7302
Amendment
to Petition

John Robinson Plaintiff
against
John P. McCullough et al
Defendant

In Union Common Pleas

Amendment to Petition

Now Comes the plaintiff and amends his Petition herein, and by way of amendment thereto Says that the Note described therein was Signed by John P. McCullough alone, and not by said Phebe his wife, and that the name of Phebe McCullough as a Maker included in the Copy of Signatures to said Note in said original Petition is a clerical Error. Plaintiff upon his petition as amended by striking out her Name as a Maker of Said Note prays judgment on said note against Said John P. McCullough, and further prays on Said Note and Mortgage against all of Said defendants as in his said petition he has heretofore prayed

J. B. Cole Plaintiffs Attorney

State of Ohio Union County ss.

John Robinson being Sworn Says that the facts Stated and allegations in his foregoing amendment to pleading contained, and in his Petition in this Case as amended above are as he believes true

John Robinson

Sworn to and Subscribed before me this 13th day of May 1897.

J. N. Gosnell Clerk of Courts

No 7302
Amended
Answer.

September 13th 1897. The following Amended Answer was filed in the Clerks office To-wit.

John Robinson Plaintiff
Vs
John F. McCullough et al.
Defendants

Court of Common Pleas Union County Ohio.

Amended Petition

The Defendant Now Comes and for his Amended Answer to the Petition of the Plaintiff Says:

That on the 18th day of July 1894, he did execute to the plaintiff his Certain Promissory Note for $5000"" being the Same Note Sued on herein: That at the time of the Signing of Said Note by this defendant the Same was Made due in Three years from the date thereof, of July 18th 1894,

And this defendant Says that at the time of the Making of Said Note his agreement with the plaintiff was that Said Note was not to become due before the expiration of three years.

This defendant therefore Says that, at the time of the Commencement of this action there was Nothing due the plaintiff herein on Said Note.

And the defendant further answering Says, That on the Said 18th day of July 1894, himself and wife did execute to the plaintiff herein a Certain Mortgage to Secure Said Note, July 18th 1894.

That the Said Mortgage was by its Conditions Not to become due until the Expiration of three years from Said date of July 18th 1894 and was to be of no force and Effect Until the expiration of Three years from Said date, and was So Stated in Said Note and Mortgage, at the time of the Signing Thereof by this defendant and his Said Wife.

This defendant Says that at the time of the Commencement of this action, there was No right of action existing on either Said Note or Mortgage described in the Petition herein.

That by reason of the premises the defendants asks that they may go hence without day.

Ayers & Ayers Attorneys for Defendants.

State of Ohio
Union County ss

John F. McCullough being first duly Sworn Says, that he is one of the above Named defendants, and that the facts Stated and alleyations Contained in his foregoing Answer are as he believes True

John F. McCullough.

Sworn to before me and Signed in My presence this 18th day of September. 1897.

(Seal) J. McGarrell Clerk of Court

September 30th 1897: The following Entry was filed in the Clerks Office of this Court, To-wit.

No 7302
Entry

John Robinson
Vs
John F. McCullough
et al:

Entry

On Motion leave was granted plaintiff to file reply, and reply filed.

J. B Cole
Ayers and Ayers

September 30th 1897: The following Reply was filed in the Offic of the Clerk of the Court. Co-nit:

No 7302
Reply

John Robinson Plaintiff
against
John S. McCullough, and
Phebe McCullough: Defendants

Union Common Pleas

Reply

Now Comes the Plaintiff and for his Reply herein Says, that he denies each and every allegation of the answer herein, which is not a Repetition or admission Matter alleged in the Petition, or admitted herein before.

Further answering plaintiff Says, that he has Nothing to do with the preparation of said Note and Mortgage; But that the said John S. McCullough acting in privity with his wife the said Phebe McCullough defendant, and on her behalf as well as his own, had said papers drawn up and brought the same to plaintiffs house and presented the same to plaintiff to obtain a loan, when the plaintiff discovered that they were drawn for three years instead of for one as they had agreed and therefore refused to accept or receive them, or make the loan on same.

Thereupon the said John S. McCullough, told the plaintiff that he had never noticed that it was written for three years instead of one year as they had agreed, and that the Writing of three years instead of one therein was an Error of Blank the drawer of the papers.

Plaintiff refused to accept or receive said papers, or make any loan thereon, and told him to go and get a new Mortgage drawn, for he would not loan any Money on them as Written, and said McCullough replied that there was no need of it that it was a mere clerical Error of the drawer, and that he could correct it by Striking out the three and inserting, one, and thereupon Made said change, Representing to and telling the plaintiff that it was the intention and Understanding of himself and wife to execute said papers for one year, and Not for three, and that he told Blank to write them for one year, and had not discovered the Error until plaintiff Showed it to him, and thereupon having Corrected said Error he presented the said papers, to plaintiff and obtained the loan desired therein

In all of said transaction said John S. McCullough acted on behalf of his wife and himself, and She has acquiesced in said arangements ever Since the took place, and united in Making on January 23rd 1897 a Mortgage for $ 891.21 accrued interest on the Mortgage Sued on herein to be paid in Six Months after date and thereby Approved the Same.

Wherefore Plaintiff having fully replied prays as in his Petition

J B Cole Attorney for Plaintiff

State of Ohio
Union County } 55

John Robinson being Sworn Says that the facts Stated and alegations in his foregoing pleading are as he believes True

John Robinson.

Sworn to and Subscribed before me this 20th day of September 1897.

Robert McCleery
Notary Public

Seal

November 26th 1897: The following Entry was filed in the Clerks Office Co-nit.

No 7302
Entry

John Robinson Plaintiff
against
John S. McCullough et als.
Defendants

Union Common Pleas: September 1897

Judgment and decree of foreclosure and Sale.

Entry.

This day came the plaintiff and the said John S. McCullough and Phebe McCullough his wife defendants, and thereupon this cause came on for

hearing, and the defendants Consenting in open Court that a Judgment and decree of foreclosure be entered in the case as prayed for in plaintiffs Petition, all pleadings in the Case Except the said Petition were withdrawn by the Consent of the parties, and the Cause Submitted to the Court upon the Petition and Evidence.

On Consideration Whereof the Court find that there is due the Plaintiff from the defendant, John P. Mc Cullough on the Note in the Petition described with interest to the first day of this term the Sum of Five Thousand Two Hundred and forty Nine ($5249.00) Dollars.

It is therefore Considered by the Court, that the said Plaintiff Recover from the said defendant the said Sum of $5249.00, with interest at 8% from September 7th 1897, and his Costs herein Expended. Taxed to $

The Court further find that in order to Secure the payment of said debt the defendant John P. Mc Cullough and Phebe his Wife Executed and delivered to said John Robinson the Plaintiff their certain Mortgage as in the Petition described and on the premises therein described; that said Mortgage was duly recorded in Book 32, page 607-8, of the Records of Mortgages of Union County Ohio, and is a Valid lien on said premises described in the Petition.

It is therefore Considered and adjudged that Unless the defendants, John P. Mc Cullough or Phebe Mc Cullough, shall within 15 days from the Sale Mentioned below to be Made in Case No 7515, pay or Cause to be paid to the Clerk of this Court the Costs of this Case, and to the Plaintiff the Sum so found due as aforesaid with interest at 8% from Sept. 7th 1897, 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.

It is further ordered by Consent of parties that No Order of Sale of said premises Shall issue under this decree until 15 days after the Sale of the premises ordered to be Sold in Cause No 7415, on the docket of this Court, is had under the decree in said Case, Wherein the said John Robinson is Plaintiff and said John P. Mc Cullough and Phebe his Wife are defendants, Which Order in Cause No 7415 was Entered at this Term, and this Cause is Continued for further order at report of Sale.

D. W. Byers Attorney for Defendant

February 28th 1898: The following Precipe for Order of Sale was filed in the Clerks Office to-wit

No 7302
Precipe for Order of Sale

John Robinson Plaintiff
Vs.
John P. Mc Cullough et al
Defendants

Court of Common Pleas Union County Ohio
Marysville Feb 28th 1898.

To the Clerk of Said Court:

Issue Order of Sale on the Judgment in the above Case to the Sheriff of Union County Ohio Returnable according to law

J B. Cole Attorney for Plaintiff

February 28th 1898: The following Order of Sale was issued by the Clerk of Court to-wit

No 7302
Order of Sale

The State of Ohio
Union County ss

To the Sheriff of Said County Greeting,

Whereas at a Court of Common Pleas holden at the Court

House in Marysville in Said County of Union, on the 26th day of November 1897, John Robinson obtained a Judgment and decree against John P. McCullough, and Phebe McCullough for the Sum of Five Thousand Two Hundred and Fifty Nine Dollars and Forty Nine and 83/100 Dollars Costs of Suit

And Whereas, it was then and there by Said Court Ordered, adjudged, and decreed, that the Said John P. McCullough or Phebe McCullough, within 15 days from the 12th day of February A.D. 1898, pay Unto the Said John Robinson the Said Sum of Five Thousand Five Hundred and Forty Nine Dollars, with interest from the 7th day of September 8%., 1897 and Costs aforesaid, and on 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 Plaintiff &c And Whereas the 15 days aforesaid have fully expired, and the Said Sum of Five Thousand Two Hundred and Forty Nine Dollars, and Costs aforesaid have not been paid, or any part thereof, as appears to us of record,

We therefore Command you that you proceed without delay, to appraise, advertise and Sell, according to the Statute regulating Judgments and Executions at law, the following lands and tenements Situate in Darby and Jerome Townships, Union County Ohio, To-wit,

1st Tract:-

Beginning at a point on the East Bank of Big Darby Creek, Marked by a Hickory and two Ashes from one Stump being a Corner to lands formerly belonging to one Samuel McCullough and R. B. Graham; Thence N. 53½ E. 37½ poles to a Bur Oak Corner of Joseph O. Hara; Thence N. 35 E. 39. poles to a Stake in the California and Unionville Road; Thence S 77½ W. 58 poles to a Stake; Thence S. 53½ W. 303 poles to two Willows on the bank of Big Darby Creek; Thence down Said Stream with the Meanders thereof to the place of beginning Containing 138. acres More or less and being part of Survey No 2879.

Second Tract:

In Survey No 3484, beginning at the lower Corner of Lucas McCullughs, and J. P. McCullughs line at a Stake in the line of Said lands, and on the bank of Big Darby Creek; Thence N. 55. E. 31½ poles, to a Stone in Said line; Thence in a Southerly direction and in a Streight line 62½ rods to a White Ash and Sugar tree now down, in the line of certain lands belonging to John P. McCullough Known as the West Mill property; Thence S 53 West 15½ poles to Said Creek; Thence down the Said Creek with the Meanders thereof to the place of beginning Containing Eight Acres be the Same More or less.

Third Tract; Viz;

Being part of Lucas Sullivans Survey No 3484, in Said County of Union, Ohio; Beginning at a Red Oak and Elm on the Bank of Big Darby Creek; Thence N. 53. E 20 poles to a Stake; Thence S. 31. E 16 poles to a Stake; Thence S. 8. E. 18. poles to a Stake; Thence S. 16. W. W. 12 poles to a White Oak and Sugar Sugar tree; Thence So 53. W. 15½ poles to Said Creek; Thence following the Meanders thereof to the beginning. containing 6½ 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 this 28th day of February A.D. 1898

Seal

J. N. Gosnell Clerk

April 2nd 1898: The following Return on this Order of Sale was made by the Sheriff To-wit.

The State of Ohio
Union County } ss

Sheriffs Return

In Obediance to the Command of the Order of Sale hereto annexed, I did on the 28th day of February, 1898, Summons B. W. Evans H. C. Tipton and J. K. Haley cross three disinterested freeholders residents of Said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described upon actual View, and afterwards on the 28th day of February A.D. 1898, 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 Sixty Eight Hundred and Fifty and 33/100 Dollars,

A Certified Copy of Said Appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas, of Said County.

And on the 2nd day of March 1898, 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 2nd day of April A.D. 1898, at one O'Clock P.M. of Said day; And having advertised the Said lands and Tenements for more than Thirty days previous to the day of Sale to-wit; Five Consecutive Weeks; and in pursuance to Said Notice, I did on Said 2nd day of April A.D. 1898, at the time and place above Mentioned, proceed to offer Said lands and Tenements at Public Sale, and then and there came John Robinson, who bid for the Same the Sum of Forty five Hundred and Sixty Eight Dollars and Said Sum being More than two-thirds of the appraised Value Thereof, and Said John 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 Forty Five Hundred and Sixty Eight 00/100 Dollars

Sheriffs Fees		
Service		25
Levy		25
Sum Appraisers	1	20
Swearing Appraisers		25
Writing Appraisal		25
Copy of Appraisal		25
Notice to Printer		25
Mailing Notice		25
Mileage	1	60
Return		25
Total	$ 4	80
Appraisers Fees	3	00

J. Ed Robinson Sheriff

April 4th 1898: The following Notice of Sheriff Sale and Affidavit of Publication was filed with the Clerk of the Court To-wit

John Robinson,
Vs
John T. McCullough et al

Sheriffs Sale.
J B. Cole Attorney
On Order of Sale 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 April 2nd 1898, 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 Darby and County of Union, and State of Ohio, and bounded and described as follows

First Tract:

Beginning at a point on the East Bank of Big Darby Creek marked by a Hickory and two Ashes from one Stump being a corner to lands formerly belonging to one Samuel McCullough and R. S. Graham; Thence N 53¼° E 37.9 poles to a Bur Oak Corner to Joseph O. Harris; Thence N 35° E. 39 poles to a Stake in the California and Unionville Road; Thence S. 77½° W. 58. poles to a Stake; Thence S. 53½° W. 30.3. poles to two Willows on the Bank of Big Darby Creek; Thence down Said Stream with

No 7302 Sheriff Sale and Affidavit

the Meand
Survey No 2
Second P

McCullou
N. 55° E. 31
62½ rods t
John M
thence do
Eight ac
Third

Ohio;- B
poles to a
S. 16° W. 12
Thence fo
Appraised
Terms of S

The State

annexed
a Newspa
beginnin

Sworn
Printers

April 2nd

John.
John T. M

Order Con
and put

April 4th

No 7302 Motion

No 7302 Entry Confirming Sale

John Ro
John T. M
Phoe M

Return o
the Court
Satisfied

the Meanders thereof to the place of beginning, containing 138. acres More or less, being part of Survey No 2879.

No 7302 Sheriff Sale and Affidavit

Second Tract:-

In Survey No 3484 beginning at the lower Corner of Lucas. McCullough. and J. T. McCullough line at a Stake in the line of said lands. and on the bank of Big Darby Creek; Thence N. 55° E. 31½ poles to a Stone in said line; Thence in a Southwesterly direction, and in a Straight line 62½ rods to a White Ash and Sugar tree. now down, in the line of Certain lands belonging to John McCullough. known as the West Mill property; Thence S. 53° W. 15½ poles to Said Creek; Thence down the Said Creek with the Meanders thereof to the place of beginning. containing Eight acres be the Same More or less.

Third Tract:- viz:

Being part of Lucas Sullivants Survey No 3484, in Said County of Union Ohio:- Beginning at a Red Oak and Elm on the bank of Big Darby Creek; Thence N 53° E. 20 poles to a Stake; Thence S. 31° E. 16. poles to a Stake; Thence S. 4° E. 18. poles to a Stake; Thence S. 16° W. 12 poles to a White Oak and Sugar tree; Thence S. 53° West 15½ poles to Said creek; Thence following the Meanders thereof to the beginning. containing 6½ acres More or less.

Appraised at $45.00 per acre
Terms of Sale Cash. March 2nd 1898. S. W.

J Ed Robinson Sheriff
Union County Ohio.

The State of Ohio Union County ss

The Undersigned being duly Sworn Says that a Copy of the annexed Notice was published for 6 consecutive weeks in The Marysville Tribune" a Newspaper of General Circulation in the County of Union. the first publication beginning with March 2nd 1898

W. O. Shearer

Sworn to and Subscribed before me this 4th day of April 1898.
Printers Fees $2.00

J. H. Gaskell
Clerk

April 2nd 1898. The following Motion was filed in the Clerks Office Ro-wit.

No 7302 Motion

John Robinson Plaintiff
vs
John T. McCullough. et. al.
Defendants

Union Common Pleas.
Motion

Now Comes the plaintiff and Moves the Court for an order confirming the Sale in this cause of the Real Estate described in the Petition. and put the purchaser in possession

J. B. Cole Attorney for Plaintiff.

April 4th 1898. The following Entry Confirming Sale was filed in the Clerks Office Ro-wit

No 7302 Entry Confirming Sale

John Robinson: Plaintiff
against
John T. McCullough 2nd
Phebe McCullough: Defendants

Union Common Pleas

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 and the court on careful Examination of the proceedings of Said Sheriff. being Satisfied that the Same have been had in all respects in conformity 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. John Robinson (the Plaintiff above Named) by Deed according to law the property So Sold.

And the Court Coming now to distribute the proceeds of Said Sale, amounting to Sixty five Hundred and Sixty Eight Dollars; 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 due on Said lands To-wit the Sum of $584.01 Dollars.

Second the Costs of this action Taxed at $ 47.82

Thirdly: To the Said John. Robinson the Plaintiff the balance of the Said proceeds To-wit: the Sum of. $ 5116.24 to Apply on his Judgment herein.

Approved Dano. Judge

Attest J M Gosnell Clerk

No 7411
Petition

Pl
of Union
the Hono
9th day of
Be
filed in
Anna M

John Lo

Anna M

Says: tha
Union Cou
tha
and there
aged 10 y
Children
Tha
toward th
the 20th da
Plaintiff
and grass
Said charg
Said Coun
returned
decree, a
Suit were
Upo
to his hom
until abo
well kne
the Defend
Said hom
refused to
and refused
offered an
live with
S
the home
and able
and left
care per
and dur
Th
within the
call at th
would loo
that their
Children

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of January, D-Wit; on the 9th day of February, in the year of our Lord, One Thousand Eight Hundred and Ninety Eight

No 7411 Petition

Be it remembered that heretofore D-Wit, on the 31st day of July AD. 1897 John L Deolf filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Anna M. Deolf D-Wit;

John L. Deolf = Plaintiff
VS
Anna M. Deolf = Defendant

In the Court of Common Pleas of Union County Ohio
Petition

The Plaintiff for his Cause of action against the defendant Says; That he is a bona-fida resident of the State of Ohio, and has been a resident of Said Union County for More than a year last past.

That on the 20th day of February, 1892, The Plaintiff and defendant were lawfully Married, and there has been born to them of Said Marriage the following Children D-Wit; Elvie M. Deolf, aged 10 years, Caroline Deolf, aged 8. years, and Christopher Deolf, aged 3. years, all of Said Children being now living.

That the defendant has been guilty of Gross Neglect of Duty, and Extreme Cruelty toward the Plaintiff in the following Manner, The defendant Said Anna M. Deolf on the 20th day of November, 1895, filed in this Court her Petition for divorce against the Plaintiff herein, John L. Deolf, Charging him therein with Adultery, Extreme Cruelty and Gross Neglect of duty, and the Said John L. Deolf having filed in Said his Answer denying Said Charges, the Cause was heard before this Court upon the 20th day of January, 1896, and Said Court having fully heard Said Cause upon the Evidence, pleadings and arguments, returned therein its decree, finding that neither party in Said Suit was entitled to a divorce, and that the Charges made by the Said Anna M. Deolf against her Said Husband in Said Suit were Wholly without foundation in fact and were untrue.

Upon the decision of Said Cause by the Court as aforesaid the Plaintiff herein returned to his home in Said Union County, Where the Plaintiff and Defendant had formerly and until about the time of Said trial lived as Man and Wife, being ready and as the Defendant well knew then again to perform his part in Said Marriage relation and fully forgive the Defendant for all her false accusations against him if She would only return to her Said home and perform her part as Wife of the Plaintiff. The Defendant at Said failed and refused to return to her Said home and perform her duties as wife and has ever Since failed and and refused to live with the Plaintiff, though he has frequently requested her to do. So, and has offered and been Willing to furnish the Defendant a good home if Defendant Would only live with him.

Since the time of Said Trial the Defendant has been Working as a domestic Servant in the home of J. W. Robinson, though She well knew the Plaintiff was at all times ready and able to furnish her a good home, and She has taken the aforesaid Children of the Plaintiff and left them in the Care of the defendants Mother, a person Wholly unfit to have the Care per Said Children, and because of her Said occupation the Defendant can not and does Not give Said Children a Mothers Care.

The Defendant and her Mother have at all times Since Said Trial used any means Within their Power to keep the Plaintiff from visiting his Children, and when Plaintiff would Call at the house of the Defendants Mother with the purpose of Seeing Said Children She would lock the doors and drive him away, Calling him Vile Names, and telling his Children that their father was a Wicked Man, and using all means in her power to make Said Children hate their father.

Defendant Still refuses to see or live with the Plaintiff. and when the Plaintiff Seeks to perswade her to return She Calls him an Adulterer and Whoremonger, and Makes false accusations against him and Says She will never return to him or live with him.

Plaintiff Since Said trial has furnished Said Children with Clothing and money, which the Defendant has not used for Children as She Should, because Said Clothing was given by the Plaintiff has refused to Make the Same for the Children, and when the Plaintiff had the Same Made, has taken the trimming off the Same that She might Show her hatred to the Plaintiff

Plaintiff is able and willing to furnish his Said Children with a better home than they now have, Where both Plaintiff and Defendant can See Said Children, and they Can be given the Care and attention they Need.

Wherefore the Plaintiff prays that he may have a decree of Divorce from the Defendant, and that he may be given the Custody of their Children and for Such other and further relief as to the Court may Seem proper.

Cannon, & Cannon Attorneys for Plaintiff.

No 7411 Answer of Anna M. Deolf

John L. D...

Anna M. ...

and has been ...
Children a...
...
that She f...
...
together ...
or land tha...
Name of h...
by the Cou...
filed her ...
Whome Sh...
She believ...
Sh...
as alleged ...
& and a...
with Same ...
after proper ...
Children ...
Saloon a...
to do Noth...
furnish Se...
with his M...
Children.
Defendant ...
See Said ...
Many Nig...
Schools a...
Sabbath at ...
desired fe...
her. := H...
Mother is ...
and his M...
Children ...
on the Co...
and would ...
and would ...
denies there...
had Said. ...
of Habeas ...
Order of ...
Second ...
of gross N...
Charges th...
five days ...

July 31st 1897. The following Precipe was filed in the Clerks office Do-wit:

No 7411 Precipe

To the Clerk

Issue Summons to the above named Defendant to the Sheriff indorsed Divorce and Custody of Children, and returnable according to law

Cannon & Cannon Attorneys for Plaintiff

July 31st 1897. The following Summons was issued to the Sheriff of Union County, Ohio to-wit:

No 7411 Summons

The State of Ohio, Union County ss

Summons in Divorce

To the Sheriff of Union County

You are Commanded to notify Anna M. Deolf that John Deolf 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 Gross neglect of duty and asking that he be divorced from her and that 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 9th day of August A.D. 1897

Seal

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 31st day of July A.D. 1897

J McConnell Clerk

July 31st 1897. The following Return was made on above Summons by the Sheriff. To-wit.

No 7411 Sheriffs Return on Summons

Sheriffs Fees		
Service		65
Copy Return		15
Mileage		27 32
Total	$1	37

Received one O'Clock P.M. on the 31st day of July A.D. 1897, and on the 31st day of July A.D. 1897 I Served the Same by delivering a true and Certified Copy of this writ with all of the return endorsments thereon. Together with a Certified Copy of the Petition to Anna M. Deolf by leaving Copies at her Usual place of Residence

J. Ed Robinson Sheriff

September 6th 1897: The following Answer of Anna M. Deolf was filed with the Clerk D-nit

No 7111
Answer of
Anna M. Deolf

John L. Deolf. Plaintiff
vs
Anna M. Deolf Defendant

Court of Common Pleas Union County Ohio
Answer and Cross Petition

The defendant admits that Plaintiff is a bona-fide resident of Ohio and has been for More than a year past. She admits the Marriage alleged, and the birth of three Children as alleged.

She denies the Charge of gross Neglect of duty and Extreme Cruelty on her part, but admits that She filed her Petition for divorce as alleged, and the Same was dismissed.

She denies that Plaintiff made any overtures in good faith to the Defendant to live Together and furnish for her a good home, but On the Contrary he Sold his intent in all the home or land that he had, put it into a Saloon in Marysville which he has Conducted ever Since in the Name of his Mother, and refused and Still refuses to pay the Costs of Said proceedings, which were by the Court adjudged against him, and which She had Secured by the deposit of Money when She filed her Petition under the rules of the Court, And Continued to accompany Emma Faron with Whome She Charges him as Committing Adultery at all hours of the day and Night though he knows She believed he was Committing adultery with her.

She denies that plaintiff has furnished Said Children with Money and Clothing as alleged except Money to the Amount of $ and Clothing to the Value of not exceeding $ and as Said Children had no need of the Money She deposited the Same in the Bank of Marysville with Some other Small presents of Money given to them by their friends, and the Clothing She after properly repairing it and fitting it the Children have Worn, and has done Nothing to Cause Said Children to dislike him, but on the Contrary has allowed them occasionally to visit him at his Saloon altho She felt it to be a place for them, but She did So because he urged it, and She Wished to do Nothing of which he Might Complain - She denies that Plaintiff is able or willing to furnish Said Children with a proper home, He is not the owner of home, and Makes his home with his Mother who lives in Marysville and which is not a proper place for these little Children, but on the Contrary, She has a good home with her Mother in Marysville, and though Defendant is house-keeper of the house of Mrs. J.W. Robinson as alleged, Said defendant Sees Said Children every day, and is with them every Evening, and remains with them Many Nights, and always if either of them are ill. - They are healthy Children and attend Schools all the time of the Schools, Attend Sunday School and Church with defendant, Every Sabbath at the Lutheran Church where She is a Member; - They are well Clothed and properly desired for all of these occations, and are happy with Defendant and Wish to remain with her. := It is true that Defendant refuses to live with Plaintiff, and denies that the Defendants Mother is a person unfit to have the care for Said Children, and She denies that Defendant and his M or either of them have done any thing to prevent Plaintiff from Visiting his Children, or ever locked the door, or drive him away, or prevent him from Seeing them, but on the Contrary he Would Come often Without giving them any Notice of his Wish to come and would open the door and enter the house without knocking or giving any Notice thereof, and would Stay for hours at a time, and She denies that She Called him Vile names, and denies that She did anything to Make the Children hate him; - She Says the Defendant had Said Defendant and children before the Probate Court of Said County under proceedings of Habeus Corpus. Were after full examination the Children were returned to her by the Order of the Court,

Second; = The Defendant for her Cross Petition, Says the Defendant has been guilty of gross Neglect of duty, and Cruel Treatment of the Defendant; and the Defendant from Charges that Plaintiff on or about the 3rd day of July 1896 at Kenton Ohio, and on a few days after that at Fredricksburg Ohio, and Many times before and Since those dates

of places and times unknown to this Defendant Committed Adultery with Emma Dawson and is a person Wholly unfit for Defendant to live with, and Wholly unfit to have the Care of said Children.

Said Defendant Conveyed to Plaintiff all of her interest in his property and lands about the time the Court dismissed her former Petition:- She now prays for a decree of divorce and for the Custody of her Children.

Robinson & Woodburn Attorneys for Defendant.

January 19th 1898. The following Entry to Strike out was filed in the Clerks Office To-wit

No 7411 Entry

John L Deal
vs
Anna M. Deal

Entry

This day came the parties, and Submitted this Cause to the Court on the Motion to Strike out parts of the Defendants Cross Petition, and her answer,

Whereupon the Court Sustains said Motion so far as it refers to Charges of ill Treatment prior to the trial of the cause No 6999, but overrules said motion as to the Charges of Conduct of Plaintiff since that time

Cameron & Cameron

February 9th 1898. The following Entry was filed in the Clerks office To-wit

No 7411 Entry

John L Deal
vs
Anna M Deal

Divorce

This day came the parties in person, and by their Attorneys, and Submitted this Cause to the Court on the pleadings and evidence.

Whereupon the Court being fully advised in the premises do find for the Defendant that there is no ground for divorce found on behalf of plaintiff, and that plaintiff is found to be guilty of gross Neglect of duty, and of Cruel treatment of the defendant and for these Causes alone she is entitled to a divorce as prayed for in her Cross petition.

It is therefore ordered and adjudged by the Court that the Marriage relation between said parties is dissolved and said parties are hereby divorced, and the Custody of their three Children Named in the Petition and answer, are left with said defendant, until further order of the Court, but the plaintiff is to have the privilege of Visiting and seeing said Children on the Second Monday of each Month without hinderance of defendant or other persons, and the said Children may Visit the plaintiff at his home on the 4th Saturday of each Month, in case of their Sickness, as often as may be proper Under the Circumstances of each Case

And it is further ordered and adjudged by the Court that plaintiff pay the Costs of this proceedings taxed to $ within ten days, and in default thereof that Execution issue against him for the same.

Cameron & Cameron Attys for Plaintiff
J W. Robinson

Attest J N Gaskell Clerk

No 7324 Transcript

The Toledo
Railway Co
George Mye
March 6th 18
the Office
Said Plan

Pleas Continued and held at the Court house in Marysville within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas. of the State of. Ohio. before the Honorable Duncan Dow. Judge of Said Court. of the Term of Sept. to-wit on the 2nd day of November in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it Remembered that heretofore to-wit on the 6th day of March A.D. 1897. The Toledo and Ohio Central Railway Company filed in the Clerks office of the Said Court of Common Pleas the following Petition in Error against George Myers and Lena Myers to-wit.

The Toledo and Ohio Central Railway Company: Plaintiff
vs
George Myers and Lena Myers Defendants.

Court of Common Pleas. Union County; Ohio.

Petition in Error.

No 7324 Petition in Error

The Plaintiff are incorporated Railway Company: = Says that on the 19th day of February. 1897. the Said defendants obtained a Judgment against this plaintiff in Error. before A. E. Knox a Justice of the Peace of Liberty Township in Union County. Ohio. for the Sum of Nineteen Dollars damages. and for $14 25/100 Costs in a certain action brought before him by defendants against this plaintiff. Which Judgment remains in full force. all of Which will appear by the proceedings in Said cause. a true Transcript of which is hereto attached and made part of this petition

The Plaintiff in Error Says there is Manifest Error to its injury in Said Judgment and Record: to-wit.

1st " there was no legal Service of Summons or other process upon Said Rail Road Company. and it never appeared in Said Cause. and was seen in Court in Said Cause.

2nd " The Plaintiffs in Said Cause had No right or authority in law to demand a Jury Trial of Said Cause Until after the appearance of the defendant in Said Cause. and the record Shows Said Said defendant (Said plaintiff in Error) had Not Made its Appearance. Was Not present. and was Making No defence. and Therefore the attempt of the plaintiffs in Said defendants absence to obtain a Jury trial. and Thereby prevent the right of Appeal by Said Railway Company was Wholly Void. and of No Effect. and the Judgment Rendered upon the Verdict. Rendered by Such Jury is Void. and Said Record failed to Shew that Said Justice of the Peace Wrote out According to law. 18 Names of persons qualified to Serve as Jurors. and that the Jury was legall drawn. but it does Shew that Six by Slander were called by a Writ to Appear forthwith. and try Said Cause. and the Record Shews that immediately the plaintiff in Said action offered evidence. and defendant was Not present. and offered no Evidence. and that the whole proceedings was a illegal farce.

3rd " Therefore there Errors in Said proceedings Wherefore this Plaintiff in Error asks that Said Judgment be reversed. and. Said Plaintiff in Error be restored to all of its rights whereof it hath been deprived by reason of the premises.

Robinson & Woodburn Attorneys for Plaintiff in Error.

March 6th 1897: The following Transcript which is made a part of the Petition in Error was filed in the office of the Clerk of Court to-wit:

No 7324 Transcript

George Myers and Lena Myers Plaintiff
vs
The Toledo and Ohio Central Railway Company Defendants

Before A. E. Knox Justice of the Peace
Liberty Township Union County Ohio.
Action on damage for killing Hogs on Sept 21st 1896.
Charles J. Reitz Plaintiff
Oct 31st " 1896:
Amount Claimed $19.00 with interest from Feb 9th 1897 and Costs.

" Be it remembered that on the 9th " day of February 1897. the Said Plaintiff filed their Bill of Particulars herein: whereupon the following proceedings

were had:- Said bill of particulars being in words and figures following to-wit:

Bill of Particulars

First Cause of Action

For their first cause of action these plaintiffs say that the defendant is a Corporation, duly incorporated under the laws of the State of Ohio, and at the time of the grievances hereinafter complained of owned, controled, and managed a certain Railroad with locomotives and cars in the County of Union and State of Ohio,

These plaintiffs Says that on September 2nd 1896 they were in possession of and were living upon what is known as the John Funk Farm in Liberty Township Union County Ohio. That said farm is intersected by the railroad tracks of the defendant, and is situated less than a Mile Southerly from the point where the old New York Pinsylvania and Ohio Rail Road crosses the track of the said defendant

These defendants represent that on September 2nd 1896 the Said defendant was operating a Railroad through the County of Union in the State of Ohio, that at Said time and at a certain place in its Said Railroad, in Said Union County, where it was required by law to fence its tracks, the Said defendant had Constructed its fence in a Careless and negligent Manner: That Saide fence was defective and insufficient to turn Stock or prevent domestic animals from going upon Said Railroad track: That prior to and at the time of the accident hereinafter Mentioned the Said fence was through the negligence of the defendant in bad repair, and insufficient to turn Stock, and to prevent domestic animals from going upon the Railroad, all of which the defendant well knew, That on Said 2nd day of September 1896, these plaintiffs were the owners of a fine Sow of the Value of $12.00: That by reason of Said Negligence, and of the defective condition of Said fence, and without the fault on the part of these plaintiffs, the Said Sow did on the Said 2nd day of September 1896, get from the plaintiffs field on the Said farm, across, through, and under the Said fence to and upon the Said track where it was killed by the defendants Cars through the Negligence of the Said defendant, to the damage of these Plaintiffs in the Sum of $12.00. These Plaintiffs Say that the place on Said track where Said Sow was killed, was along the line of the Said John Funk farm in Union County, Ohio, and that the Said fence was defective and Negligently Constructed as aforesaid, at the time Said Sow was killed.

Second Cause of Action

The plaintiffs refer to their first Cause of action herein and make the first two paragraphs thereof a part of this their Second Cause of action, as fully as if the same were Written herein:

That on October 3rd 1896, Said defendant was operating a Railroad through the County of Union in the State of Ohio. That at Said time, and at a Certain place in its Said Railroad track in Union County where it was required by law to fence its Track the Said defendant Constructed its fence in a careless and Negligent Manner, that Said fence was defective, and insufficient to turn Stock, or to prevent domestic animals from going upon the Said track: That prior to and at the time of the accident hereinafter Mentioned Said fence was, through the Negligence of the defendant in bad repair and insufficient to turn Stock or to prevent domestic animals from going upon Said track, all of which the defendant well knew:- That on Said Third day of October, 1896, these plaintiffs were the owners of two fine Shotes of the Value of $3.50 Each and that by Reason of Said Negligence and the defective Condition of Said fence, and without any fault of these plaintiffs, the Said Shotes did on the Said 3rd day of October 1896, get from plaintiffs field on Said farm across, through and under Said fence, to and upon the track where they were

killed by the defendants cars, and through the Negligence of the defendant to the damage of these defendants in the Sum of $7.00; these plaintiffs Say that the place on Said track where said Shoats were killed was along the line of the said John Funk Farm in Union County Ohio. and that the said fence was defective Negligently constructed as aforesaid at the time said Shoats was killed. Wherefore these plaintiffs ask Judgment against this defendant in the Sum of $19.00 and Costs.

Charles J. Bretzenman Attorney for Plaintiffs

Sworn to by George Myers before A.E. Kinor Justice of the Peace this 19th day of February 1897
A.E. Kinor Justice of the Peace

February 9th 1897, Issued Summons of that date returnable Feb 19th 1897, at 1. O'clock P.M: and delivered the same to A.E. Myers Constable.

February 9th 1897: Summons returned indorsed: Received this writ Feb 9th 1897, and on the 9th day of February 1897 I Served a Copy of the same on E.E. Simmons the ticket and Freight Agent of the within Named Company who have charge of its Ticket office at Raymond, Liberty Township, Union County Ohio: The President of Said Company having no residence nor place of business in Said County:= A.E. Myers Constable
Fees Service and Return .25 Copy .25 Mileage 20, Total .70 ¢

Feb 19th 1897 Issued Subpenas for Wm Jarvis and Abe Cronk, and delivered the same to A.E. Myers Constable for Service:= Same day issued Subpenas for Wm Worthington. and delivered the same to A.E. Myers Const for Service

Feb 19th 1897. The plaintiffs appeared, the defendant failed to appear, and not for one hour thereafter

The plaintiff demanded a Jury, and thereupon, I directed that the Matter be ascertained by a Jury:

Jury Selected to wit Wm Milligan E N Argo, M.B. Dillon, A D Orahood E M Ribzen and J W McElroy:= Summons issued and delivered to Constable A.E. Myers for said Jury to appear forthwith:= Jury impaneled and Sworn:= Trial of Plaintiffs Side had. the plaintiffs Witnesses Abe Cronk and Wm Worthington Sworn and examined.

The Jury having heard the proofs and allegations of the Side of the Plaintiff, and there being no evidence offered on the Side of the defendant, agreed upon and returned the following Verdict.

We the Jury do find the Complaint of the Plaintiffs as Set forth in their bill of particulars true, and do assess their damages in the premises at Nineteen Dollars.

E N. Argo Foreman

It is therefore, and upon said Nineteenth day of February, considered by me that said Lena Myers and George Myers recover of the said Toledo and Ohio Central Railway Company Nineteen Dollars Damages, and Fourteen Dollars and Twenty five cents there and to hereinafter

---

No 7824
Bridge

To the Clerk
Issue Summons for George Myers and Lena Myers Defendants and indorse Petition in Error.

Robinson & Wood & Woodburn
Attorneys for Plaintiffs

March 12th 1897. The following Summons was issued to the Sheriff Co-wit

No 7326
Summons

The State of Ohio
Union County

Summons

To the Sheriff of Union County:

You are hereby commanded to notify George Myers and Leena Myers that they have been sued by The Toledo and Ohio Central Railway Company in the Court of Common Pleas of Union County, and must answer by the 3rd day of April A.D. 1897, or the Petition of the said plaintiff will be taken as true, and judgment rendered accordingly

You will Make due return of this Summons on the 15th day of March, A.D. 1897.

Witness my hand, and the Seal of said Court this 6th day of March A.D. 1897.

(Seal)

J.N. Gasnell Clerk

March 12th 1898. The following return was made by the Sheriff on above Summons To-wit.

No 7324
Sheriffs Return

The State of Ohio
Union County ss

Sheriff's Return

Received this writ March 8th A.D. 1897 at 8. O'clock A.M. and Served Same by delivering a true and certified Copy of this writ with all the indorsments thereon to Leena Myers personally, to George Myers by leaving a Copy at his usual place of Residence on March 11th 1897.

J Ed Robinson Sheriff.

Sheriffs Fees.		
Service & Return.		65
Mileage.	1	28
Copies.		30
Total	2.	23

March 30th 1897. The following answer was filed in the Clerks Office To-wit:

The Toledo and Ohio Central Railway Co. = Plaintiff
vs.
George Myers & Leena Myers Defendants

No 7326
Answer

Court of Common Pleas
Union County Ohio

Answer

George Myers one of the defendants in Error in above entitled cause Says: It is true that that he obtained a judgment against Said Railway Co on the 19th day of February 1897, before A.C. Knox J.P. of Liberty P.T. Union County Ohio. for the Sum of $19.00 damages and $14.25 costs. and that Said Judgment remains in full force as plaintiff in Error has stated in his Petition. This defendant further answering Says he denies that there were error in the hearing and trial of Said cause before Said Knox court as complained of by the plaintiff in Error. and further Says that Said Railway Company was properly and legally Served, and that Said Jury was legaly and properly drawn. that all things done pertaining to the hearing and conduct of Said cause was legally done and conducted and that Said Judgment and proceedings before Said Knox court ought to be Sustained. = Wherefore this defendant in error prays that he may have his Judgment of $19.00 Damages and costs of $14.25 affirmed by the Court. and all Such relief as is just and Equitable

P.C. Arthur Attorney for Defts

The State of Ohio Union County ss:

George Myers the above Named defendant being duly Sworn Says the facts Stated and averments Made in his foregoing answer are true as he verily believes

G.D. Myers.

Sworn to

April 26th 1

The Toledo a
Company

No 7324
Entry

George Myers

the Petition in
being fully
the said de
defendant
in law to
an answe
When
the Peace be and
the defendan
to all of whi
held for Trial

Oct 12th 18

No 7326
Entry

George My

The Toledo & R

the Court d
no petition

November

No 7326
Entry

The Toledo a
Rail Road
vs
George My

and Wife
days. and

Attest J.

Sworn to before me and Signed in my presence this 30th day of March 1897.

(Seal) J N Gorrell Clerk

April 26th 1897. The following Entry was filed in the Clerk Office Vizt.

The Toledo and Ohio Central Railway Company Plaintiff in Error against George Myers and Lena Myers Defendants

No 7324 Entry

Entry

This day came on this Cause to be heard by the Court on the Petition in Error, and the Transcript of the Judgment before the Justice of the Peace, and the Court being fully advised in the premises do find Manifest Error in said Transcript in this that the said defendant below The Toledo and Ohio Central Rail Road Company did not appear as defendant, but remained absent, and in default, and that the Plaintiff below had no right in law to demand and have a jury to try the Case, and that all the proceedings in that regard are erroneous and should be Set aside.

Wherefore it is Considered and adjudged by the Court that said Judgment before the Justice of the Peace be and the Same is reversed and held for Naught, and that the Plaintiff in Error recover of the defendants in Error the Costs to this time including the Costs in this Court on the Petition in Error to all of which Judgment and decission of the Court the plaintiff below excepts. And this Cause is held for trial in this Court; - and by Consent is Continued for that purpose.

S S Arthur for Myers & Myers
R & W. for Plaintiff in Error.

Oct 12th 1897. The following Motion to dismiss was filed in the Clerks Office. Vizt.

No 7324 No

George Myers and et al vs The Toledo & Ohio Central R.R. Co

Court of Common Pleas Union County Ohio
Motion to Dismiss

The defendant The Toledo & Ohio Central Rail Road Company Moves the Court to dismiss this Cause for Want of Prosecution for this that the plaintiff has filed no petition in this Cause, and has taken no Steps to enforce his pretended Claim.

Robinson & Woodburn Attorneys for Said R.R. Co

November 2nd 1897 The following Entry was filed in the Clerks Office Vizt.

No 7326 Entry

The Toledo and Ohio Central Rail Road Company vs George Myers et. al.

Entry

It is ordered by the Court that the defendant in Error George Myers and Wife who are now the plaintiffs in this Case file their petition in this Case within twenty days, and in default thereof that this Cause be dismissed for want of Prosecution at their Costs.

Attest J N Gorrell Clerk

Pleas continued and held at the Court House in Maysville, within and for the County of Irwin, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dorr, Judge of said Court, of the Term of January, D-pit: on the 13th day of January, in the year of Our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore D-pit on the 13th day of February A. D. 1895, Louisa J. Hildreth filed in the Clerks office of the said Court of Common Pleas, the following Petition against William S. Lee et al, D-mt:

Louisa J. Hildreth Et
Columbus Hildreth
her husband
vs
William S. Lee
John W. Lee
Joseph F. Lee
Henry R. Lee
Alice M. Myers,
Samuel Myers her
husband and
John W. Braddock
Administrator of
Addison Lee, deceased.

Petition
6874

Court of Common Pleas
Irwin County, Ohio.

Petition

The plaintiff says that Addison Lee late of Irwin County Ohio, deceased, was during his life time the owner of the lands hereinafter described and died intestate, seized in fee simple of said land, and that the plaintiff Louisa J. Hildreth has a legal right to and is seized in fee simple as one heir at Law of Addison Lee, deceased, of the one undivided Sixth part of his real estate describes as follows;

First tract= In Town Samuel Myers and Addison Lee situate in Irwin County, and State of Ohio, and in Dorr Township, and in Survey No. 6-494, bounded and described as follows;

Being the undivided one-third of the following premises viz;

Beginning at a White Oak Lynn and Ironwood South west corner to lots No. 6; thence with the line of lot No. 6 9° 20- W. 129 poles to a Dogwood and Ironwood in the line of said lot No. 6- thence South 80° W 136 poles to a Sugar tree; thence South 9° 25' E 125 poles to a Sugar tree, Ironwood and dogwood in the south line of the original Survey; thence with the line of the original Survey Crossing the corner thereof North 81° E. 125 poles to the beginning, and being the same land by Benjamin Allen and wife to Kendal and Jefferson Dorrell on Dec. 5th 1848, excepting from the above tract Fifteen acres

by Ha
25th d
428 of
contain
One a
School

deceased,

deceased
and D
No. 6-39

land a
to J. Re
three
poles to
80° E.

beginnin
said Lo
three
three
three
with a
ing 50
to Nicol
146½ a
to Willia
conveyed
Title to
by said

said la
3rd

deceased,
State of
Survey
North
corner
at a p
said Lo
three
60 poles
East of
North a
parallel
place of

The sa

by Hamlet Durell and wife to Haldreye Phillips on the 25th day of January 1858, and Recorded in Vol. 21, page 428 of the Records of said County of Miami and containing Ninety four (94) acres more or less, excepting One acre off of the South East corner on which the School House stands.

The amount of land owned by Addison Lee deceased, being One-third of the tract described herein.

2nd Tract- owned in common by Addison Lee deceased and William L. Lee- Situate in Miami County and State of Ohio, and in Paris Township, and in Survey No. 5-390, described as follows-

Beginning at 4 sugar trees in the line of land once sold to Joseph Bellville N. W. corner of land sold to Z. Reed; Thence N. 10° W. 146 poles to a hickory and Lynn; Thence S. 80° W. 109½ poles to a stake; Thence S. 10° E. 146 poles to a stake in the line of the Z. Reed lot; Thence N. 80° E. 109½ poles, containing 100 acres more or less.

Also the following tract same Survey, County and State. beginning at a hickory and Lynn in the North line of said Survey and corner to land sold to Henry Annis; Thence South 10° E. 100 poles to 2 beeches and a hickory; Thence North 80° East 80 poles to two Bur-oaks a Red oak; Thence 10° W. 100 poles to a beech in said North line; Thence with said Survey S. 80- W. 80 poles to the beginning, containing 50 acres more or less; excepting 3½ acres thereof conveyed to Nicolas Bellville, a tract in the above described tract of 146½ acres, an undivided one half was heretofore conveyed to William L. Lee; now therefore the balance of the title herein conveyed to said William L. Lee. excepting therefrom the Title to 30 acres undivided in the above lands is released by said Addison Lee to himself-

The object of this deed is to convey title to all said land excepting 30 acres.

3rd- Tract owned in common by Addison Lee now deceased, and John C. Lee: Situated in Miami County and State of Ohio, and Virginia Military District- being part of Survey 4072 in the name of Elizabeth Beckman Situated North of Troysville as the Record lot- Beginning at a corner of the survey on the North line of the original Survey at a point (158) poles east of the North west corner of the said Survey; Thence North 87° 56- 87 82/100 poles to a stake; Thence South 8¼° E. 137 poles to a stake; Thence South 81° 60 west 74 poles to a stake: Thence North parallel with the East of this lot 77 poles to a stake: Thence west parallel with the North line of this lot 15- poles to a stake= Thence North parallel with the East line of this lot 60 poles to the place of beginning, containing 66 acres more or less.

Now the condition of the above deed is such The said Addison Lee reserves for himself and heirs one-half

of the above described premises.

Also in same County, State and Township and in same Survey No. 4072, the following described premises in common owned by John R. Lee and Addison Lee now deceased Viz:

Commencing at a stone and stake Witness a beech 7 feet East and North west corner to John Burnsides land; Thence with his line South 8¾° E. 137 poles to a stone witness a Lynn South 35° W. 7 ft Corner to George Rinehs land; Thence with his line S. 81½ West 90 poles to a stone; Thence North 8¾ West 137⅔ poles parallel with said Burnsides line to a stone in the North line of said Survey No. 4072; Thence with said line North 81° East 90 poles to the place of beginning. Containing 77 acres and 28 poles - Excepting 66 acres previously conveyed by Addison Lee and wife to John R. Lee; the one undivided three half.

4th Tract - Owned in common by Henry R. Lee and Addison Lee, now deceased.

Situated in Irwin County Ohio, and being in Survey No. 4072 bounded and described as follows:

The undivided half thereof owned by Addison Lee, now deceased, Viz;

Commencing at a stone in the North line of said Survey and 90 Rods from the north west corner thereof; Thence with said line North 81° 30 poles to a stone in the line of George Rinehs land; Thence with his line South 81½ E. 38 69/100 poles to a stone: Thence N. 11½ W. 137 69/100 poles to the place of beginning, containing 53 acres and 34 poles of land.

5th Tract of land owned in common by Joseph Z. Lee and Addison Lee now deceased; Situate in Irwin County and State of Ohio, being part of Survey No. 4264 - part of lot No. 15 as shown by plat recorded in Book 10, page 17 of the Records of Irwin County:

Beginning at a stake corner to John Brown and Kizerties: Thence South 8° 25' E. 106 poles to a stake in the East line of said Survey corner to Graham; Thence with the line of the Survey North 80° 45 E. 76 poles to a stone corner to Sullivan: Thence North 8° 25' West 106 poles to a stone in the line of Kizerties to Sullivan: Thence with Kizerties line North 80° 45 West 76 poles to the beginning, containing Fifty acres - Also in same County, State and Survey and part of Lot 15 of said Survey as a plat thereof is recorded on page 91 of Book 10 of the Records of Irwin County.

Being a strip off of the following piece of land 15 Rods and 18 72/100 inches wide across the west end to-wit;

Beginning at a stone near a hickory S. E. corner to said Survey; Thence with the East line of the survey N. 8° 25'

West 106 poles to a stone in the line of John W. Thompsons Corner to Kyzer's; thence with Kyzer's East line South 88° 15 West 178 poles to a stone corner to C. Middleton in the East line of survey; thence with the same line North 88° East 178 poles to the beginning, making said strip of land 106 rods long and 15 rods and 18 73/100 inches wide off of the West end of said land above discribed, containing (10) ten acres.

The said defendants William S. Lee John M. Lee, Joseph T. Lee Henry R. Lee, Alice M. Myers and Samuel Myers are tenants in common with the plaintiff Louisa J. Hildreth.

The first discribed Tract of land in the name of Samuel Myers and Addison Lee are entitled to proportion of said land as follows;

To the plaintiff, Louisa J. Hildreth 1/8 part thereof,
To the defendant William S. Lee 1/8 part thereof.
To the defendant John M. Lee 1/8 part thereof,
To the defendant Joseph T. Lee 1/8 part thereof,
To the defendant Henry R. Lee 1/8 part thereof,
To the defendant Samuel Myers 3/8 part thereof,

Also in Second discribed Tract in the name of Addison Lee and William S. Lee are entitled to proportion of said Tract of land as follows, viz;

To the plaintiff Louisa J. Hildreth 19/298 part thereof,
To the defendant William S. Lee 293/298 part thereof,
To the defendant John M. Lee 19/298 part thereof,
To the defendant Joseph T. Lee 19/298 part thereof,
To the defendant Henry R. Lee 19/298 part thereof,
To the defendant Alice M. Myers 19/298 part thereof,

Also the 3rd discribed Tract in the name of Addison Lee and John M. Lee, are entitled to proportion of said tract as follows viz:

To the plaintiff Louisa J. Hildreth 1/12 part thereof
To the defendant William S. Lee 1/12 part thereof,
To the defendant John M. Lee 1/12 part thereof
To the defendant Joseph T. Lee 1/12 part thereof,
To the defendant Henry R. Lee 1/12 part thereof,
To the defendant Alice M. Myers 1/12 part thereof,

Also the 4th discribed tract in the name of Addison Lee and Henry R. Lee are entitled to proportion of said tract of land as follows, viz:

To the plaintiff Louisa J. Hildreth 1/2 part thereof,
To the defendant William S. Lee 1/12 part thereof,
To the defendant John M. Lee 1/12 part thereof,
To the defendant Joseph T. Lee 1/12 part thereof,
To the defendant Henry R. Lee 1/12 part thereof,
To the defendant Alice M. Myers 1/12 part thereof,

Also the 5th discribed tract in the name of Addison Lee and Joseph T. Lee are entitled to proportion of said tract of land as follows, viz:

To the plaintiff Louisa J. Hildreth 1/2 part thereof,
To the defendant William S. Lee 1/12 part thereof

To the defendant John M. Lee 1/2 part thereof,
To the defendant Joseph T. Lee 1/2 part thereof,
To the defendant Henry R. Lee 1/2 part thereof,
To the defendant Alice M. Myers 1/2 part thereof.

The plaintiff avers that there are Three Thousand and Eighty Eight Dollars of personal property returned by the appraisers of the estate of Addison Lee deceased to the Probate Court of Union County Ohio, and that the debts of said estate will not exceed Two Hundred Dollars, and that the personal property will more than pay the debts of said estate.

The plaintiff prays that by an order of Court her interest in said premises be set off to her in severalty if the same can be done without manifest injury, if not then the premises be sold according to law and that partition be made and for such proceedings in the premises as are authorized by law.

Robinson & Woodburn
Attys. for Plaintiff.

The State of Ohio, Union County, ss.

Louisa J. Hildreth being first duly sworn deposeth and says, that the facts stated and allegations made in her foregoing petition are true as she verily believes.

Louiza J. Hildreth

Sworn to before me and signed in my presence this 12th day of February 1895.

A.H. Kollefrath
Justice of Peace.

To the Clerk;

Issue Summons for the defendants in the above action to Sheriff of Union County Ohio, returnable according to law, endorsed "Action for Partition".

Robinson & Woodburn
Attys for Plff.

On the 13th day of February A.D. 1895 the following Summons was issued by the Clerk of this Court, to-wit:

Summons.

The State of Ohio, Union County.

To the Sheriff of Union County;

You are hereby commanded to notify William S. Lee, John M. Lee, Joseph T. Lee, Henry R. Lee, Alice M. Myers and Samuel Myers her husband, and John M. Brodrick, Admr. of Addison Lee deceased, that they have been sued by Louisa J. Hildreth and Columbus Hildreth her husband, in the Court of Common Pleas of Union County, and must answer by the 16th day of March A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 25th day of February A.D. 1895.

Witness my hand and the seal of said Court, this
13th day of February A. D. 1895.
(seal) J. N. Grosvenor Clerk
By Jos A. Grosvenor Deputy.

Endorsed In action for Partition;
Robinson & Woodburne
Attys. for Plaintiff.

Afterward on the 19th day of February A. D. 1895; the Sheriff of said County, returned said writ to the Clerk's office in said County with which return is as follows;

Sheriff's Fees	$	cts
Service & Return	1	40
Mileage	2	08
Copies	1	05
Total	4	53

Sheriff's Return

The State of Ohio, Knox County,
Received this writ February 13th A. D. 1895; at 10 o'clock A. M. and served same by delivering a true copy of this writ with the endorsements thereon to William Lee, John M. Lee, Henry Lee, Alice Myers and Samuel Myers, personally, February 14th 1895; and to Joseph Lee and John M. Brodrick personally, Feb. 18th 1895;

Fees only C. Snodgrass Sheriff.

In the Court of Common Pleas of Knox County, Ohio.

Demurrer 6874

Louisa J. Hildreth Ed
Columbus Hildreth her husband.
vs
William L. Lee,
John M. Lee,
Joseph T. Lee,
Henry R. Lee
Alice M. Myers and
Samuel Myers, her husband Ed
John M. Brodrich, Administrator
of Addison Lee, deceased.

Demurrer of
John M. Brodrich Admr.

And now comes the said defendant John M. Brodrick as Administrator of the estate of Addison Lee deceased, and demurrer to plaintiffs petition herein filed, and for grounds thereof says;

First: That it is a misjoinder of parties defendant in this, that said Administrator is not a necessary party to the determination of this suit, and Second; said petition does not state facts sufficient to constitute a cause of action against said defendant, Administrator as aforesaid.

John M. Brodrich
Atty. for Defendants.

On the 9th day of March A. D. 1896, the following Entry was filed with the Clerk of this Court, to-wit;

Court of Common Pleas
Knox County, Ohio.

Entry 6874

Louisa J. Hildreth
vs
William L. Lee et al

This day came on this cause to be heard by the

Court, and it appearing to the Court that J. M. Broderick Administrator of the estate of Addison Lee is not a proper party in the case and he is therefore dismissed.

And it further appearing to the Court that the parties have settled the case as to the lands except costs and have conveyed by deed of release to each other the parts of said lands agreed by them to be given to each in such settlement, and the Court being satisfied that the said plaintiff and defendants have been by reason of said proceedings in partition brought together and enabled to make division of said lands and have been benefited thereby the same as if said lands had been partitioned by the order of the Court and that the Attorney fee of Robinson & Woodburn under the rules of this Court would amount to the sum of $22.87½ altogether, and that an allowance to them of three fourths thereof would be equitable and just to be paid in equal proportions by said heirs of Addison Lee decd.

Therefore it is considered ordered and adjudged by the Court that said cause be settled as to said division of said land and each of said parties be quieted in the title and possession of the land so conveyed to each of them and that the costs herein including the Attorney fee of Robinson and Woodburn for One Hundred and Seventy One & 69/100 Dollars be paid by said heirs as follows viz:

One Sixth by Emma J. Hildreth
One Sixth by Alice M. Bryson
One Sixth by Wm S. Lee
One Sixth by John M. Lee
One Sixth by Henry R. Lee Ed
One Sixth by Joseph T. Lee.

To-wit, the sum of Thirty & 47/100 Dollars each, within thirty days, and in default of such payment that execution issue therefor as upon judgments at law against each or in default for his or her share thereof.

O. K.
John A. Price
Judge.

Attest
J. M. Bosnell Clerk
By Jno A Bosnell Deputy.

Court of Common "Pl
Imin. in
the Hon
of October
"Be
Gabriel fo
against

No 7418 Petition — Lydia A.
Aaron B. G.

for the pea
"That
to the de
four yea
"Sa
day of M
Where said
defendan
away fro
parties
"Sa
that on
house an
being in
at that
"Wh
B. Gabrie
and Such

Clerk:
Make
County, O

No. 7418 Precipe

Aug 13th 1
The State of
Union Cou
County, and
Charging
Custody of
of Said Cou
" You a

No 7414 Summons

Court of Common Pleas Continued and held at the Court House in Marysville within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Doo. Judge of Said Court. of the Term of. September to wit on the 6th day of October in the year of. Our Lord. One Thousand. Eight Hundred. and Ninety Seven.

"Be it remembered that heretofore. To-wit. on the 18th day of August. A.D. 1897. Leydia A Gabriel filed in the Clerks office of the Said Court of Common Pleas. the following Petition against Aaron B. Gabriel To-wit.

No 7418 Petition

Leydia A. Gabriel. Plaintiff. / VS / Aaron B. Gabriel Defendant. ‖ Court of Common Pleas Union County. Ohio. Petition

The Plaintiff herein Says She has been a resident of the State of Ohio. for the year last past. and has a Bona-fide. resident in the County. of. Union

"That on or about the 9th day of March. 1891. at Marysville Union County Ohio She was Married to the defendant:= That Nellie Gabriel is the only Child born of Such Marriage. and She is Seven years old Sept 22nd 97

"Said Plaintiff Says this defendant has been guilty of Adultery on or about the 15th day of May. 1897. with Some Woman whose Name is Unknown to this Plaintiff. and the place where Said Adultery was Committed is also Unknown to the Plaintiff. for the Reason this defendant during the Months of April and May last past was a Traveling Salesman. and away from home. and away from this Plaintiff. and Most of the time the Whereabouts. and the parties with whome he was. was Unknown to this plaintiff

"Said Plaintiff further Says She has been Informed. and alleges the Same to be true that on the first day of July. 1897. in the City of Columbus. Ohio. the Street and Number of House Unknown to this Plaintiff; the reason this Plaintiff did not Know of this defendant being in Columbus at that time. and this Plaintiff was residing in Milford Center. Ohio. at that time Said defendant was guilty of Adultery with. one Nellie Duncan

"Wherefore Plaintiff prays that She May be Divorced from the Said defendant. Aaron B. Gabriel. and that She May. be decreed to have the Custody of Said Child Nellie Gabriel and Such other and further relief as is proper.

W.T. Hooper Attorney for Plaintiff.

Clerk:

No. 7418 Precipe

Make Copy of. Petition and issue Summons in above case directed to Sheriff of Union County. Ohio Endorsed. action for Divorce & Custody of Child.

W.T. Hooper Attorney for Plaintiff

No 7418 Summons

Aug 13th The following Summons was issued to the Sheriff of Union County Ohio To-wit.

Summons in Divorce

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

You are Commanded to Notify Aaron B. Gabriel that Leydia A. Gabriel 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 granted the Custody of their Child and for other proper relief:- Said Petition will Stand for hearing during the Term of Said Court Next Ensuing. and Six Weeks from and after the Service of this writ.

"You will Make due return of this Summons on the 20th day of. August. A.D. 1897.

"Witness My. Signature as Clerk of our Said Court of Common. Pleas. and the Seal of Said Court at Marysville this 18th day of August. A.D. 1897

J. N. Gosnell Clerk

Seal

No 7418
Sheriffs Return
of Summons

"And on August 21st A.D. 1897. The Sheriff of Union County Ohio. Made the following return on the above Summons, to-wit:

"Received 8. O'clock A.M. on the 14th day of August A.D. 1897, and on the 21st day of August A.D. 1897. I Served the Same by delivering a true and Certified Copy of this Writ with all of the within indorsements thereon. Together with a Certified Copy. of the Petition thereof to Aaron B. Gabriel Personally.

Sheriffs Fees. Services 40. Copy 15 Mileage 1.40 Return 25. Total $2.40

J. Ed. Robinson Sheriff
By, D. B. Smith Deputy

No 7418
Entry

"October 6th 1897. The following Entry was filed with the Clerk of this Court. To-wit

Leydia A. Gabriel
vs
Aaron B. Gabriel

In the Court of Common Pleas Union County, Ohio.
Divorce

And now comes the Said Plaintiff by W. T. Hoops her attorney, and the Defendant having been duly served with Summons and a Copy of the Petition herein

"The Court 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 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 Adultery, and 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 Leydia A. Gabriel and Aaron Gabriel be and the Same is hereby dissolved, and both parties are released from the Obligations of the Same.

"It is further ordered that the Custody, Care, Education and Control of the Said Child Nettie Gabriel, Daughter of the Said parties hereto be, until the further order, confided to the Said Leydia A. Gabriel.

"It is further Considered by the Court that the Said Plaintiff recover from Said defendant Costs herein expended, and it is ordered that the Said Plaintiff pay the Costs of this Prosecution.

Attest J. McConnell Clerk

ttorney

of August
ith day of
y to

heriff
ht

urt

ty, and
herein

e a resident
bona-fide
id Petition
nt has
xed for.
t heretofore
e is hereby

Child
ed to the

said
the Cost

No 7055
Entry

November

Walter R
vs
Oliver Rich

Die and m
the Notis f
Partition
for to pag

Nov 16th 1896

Walter R
vs
Oliver K

No 7055

Entry

Kennedy
defend pa
Sheriff

do order th

No 7055
Entry

November 16th 1896. The following Entry was filed to-wit

Walter Richardson
vs
Oliver Richardson et al

Now Comes J. M Kennedy Administrator of Martin Richardson Dec'd and moves the Court for an Order to the Sheriff of Union County, to turn over the Notes from the Sale of the Property of Said. Martin Richardson Dec'd on Partition in the above case, as the Money arising from said Notes will be Necessary for to pay debts of deceased

J M Kennedy Administrator of Martin Richardson Dec'd

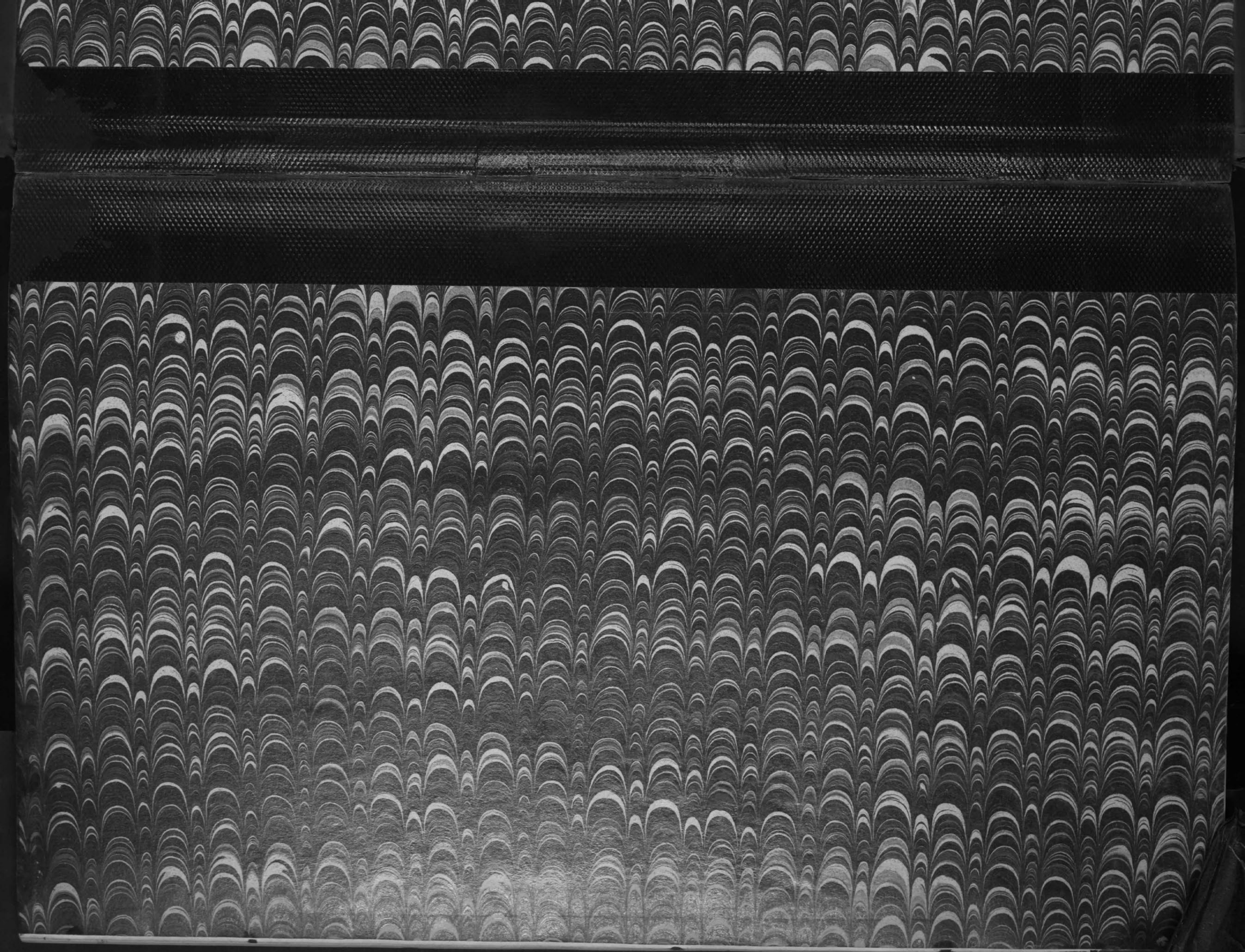
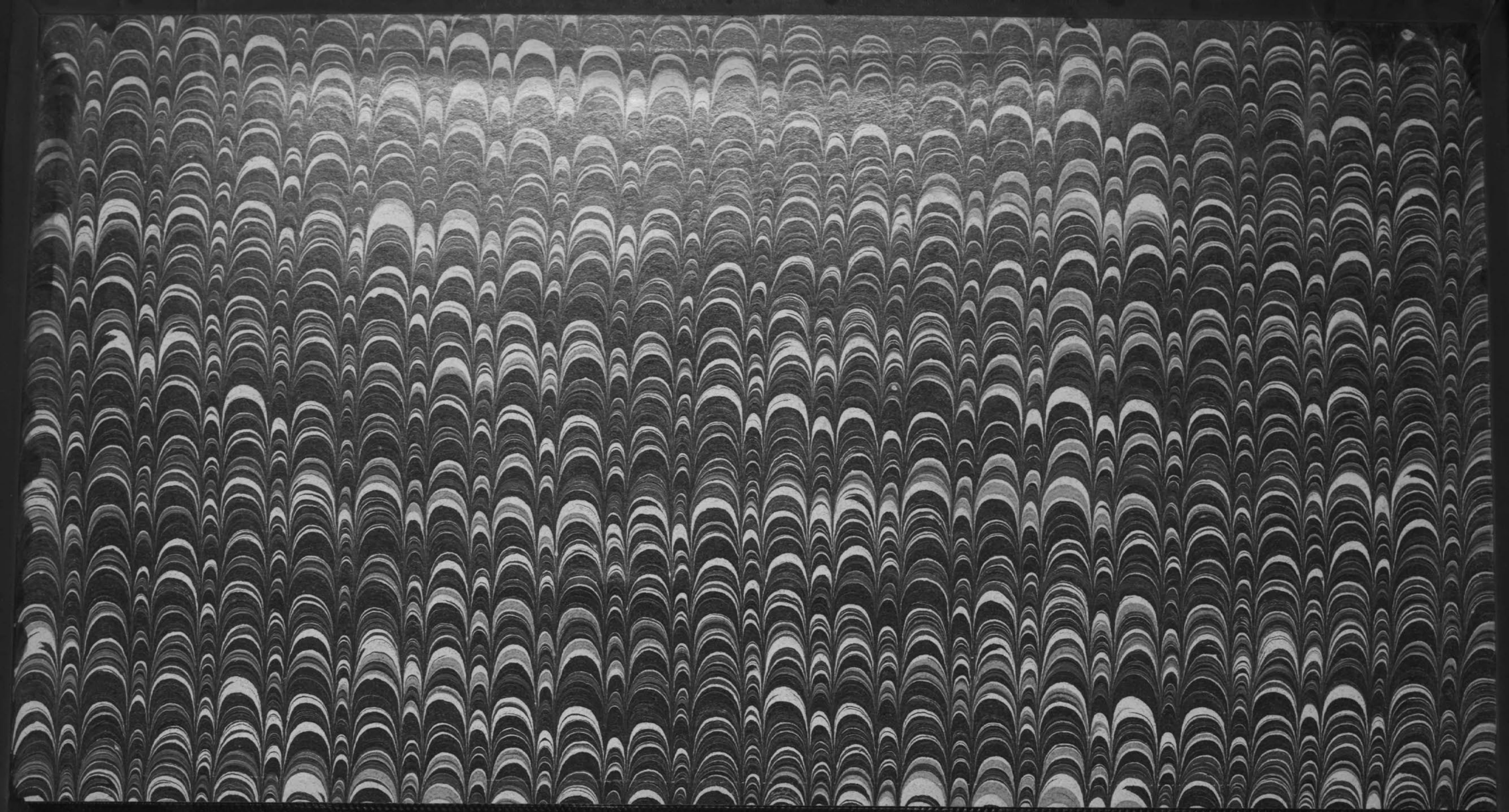
Nov 16th 1896. The following Entry was filed to-wit

Walter Richardson
vs
Oliver Richardson et al

No 7055

Entry

This day this Cause came on to be heard upon the Motion of J. M. Kennedy administrator of Martin Richardson Dec'd to have the Notes taken for deferred payments held by the Sheriff of Union County Ohio. turned over by said Sheriff to Said Administrator to pay debts

The Court being fully advised in the premises do order the Said Note turned over to Said administrator as above asked for

J M Kennedy Atty