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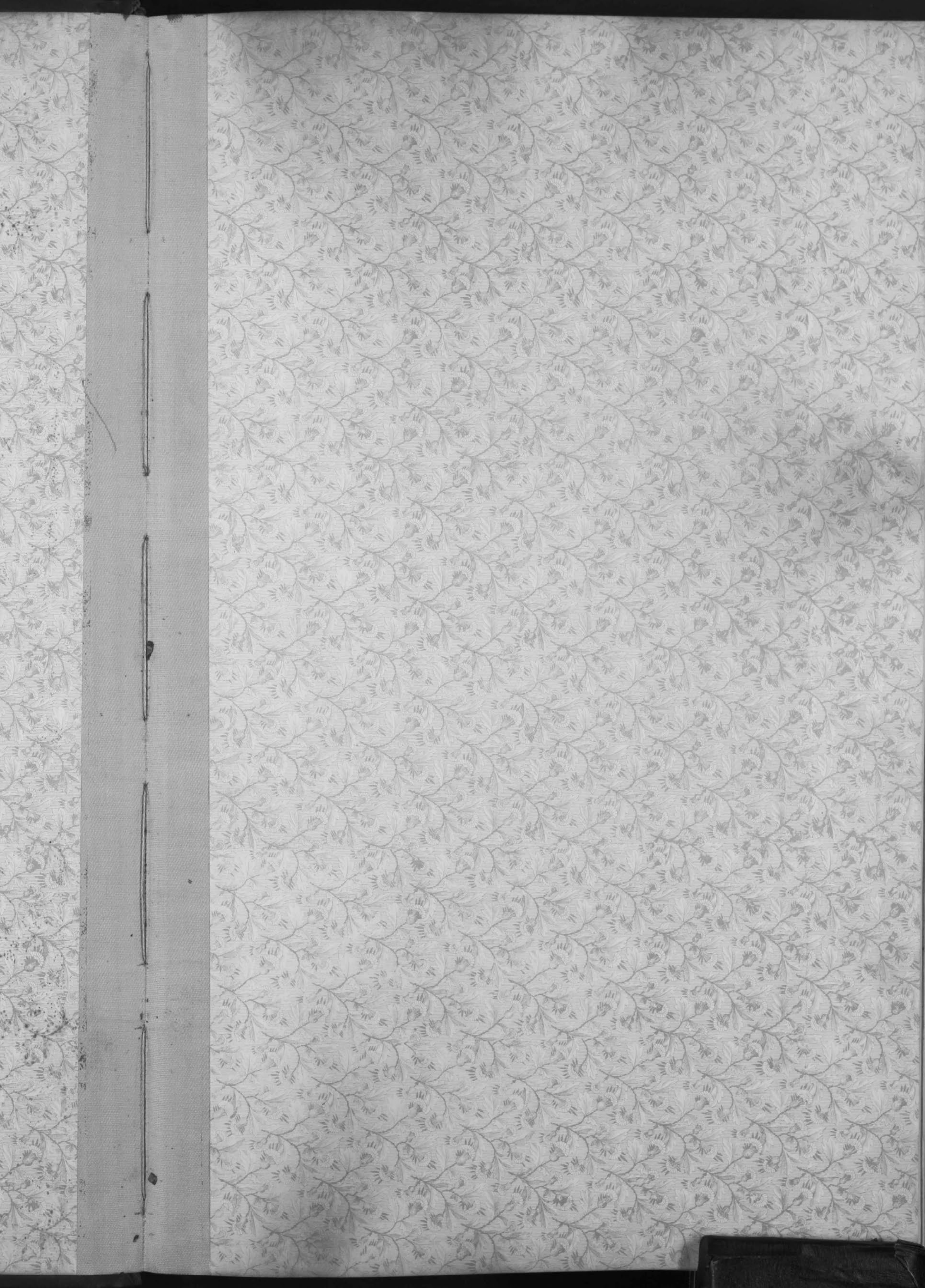
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Citizens Home Savings Co  
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Cameron Mary E.

Citizens Home and Savings Co.

Citizens Home and Savings Co

Chanu Frank, Guard. &c.

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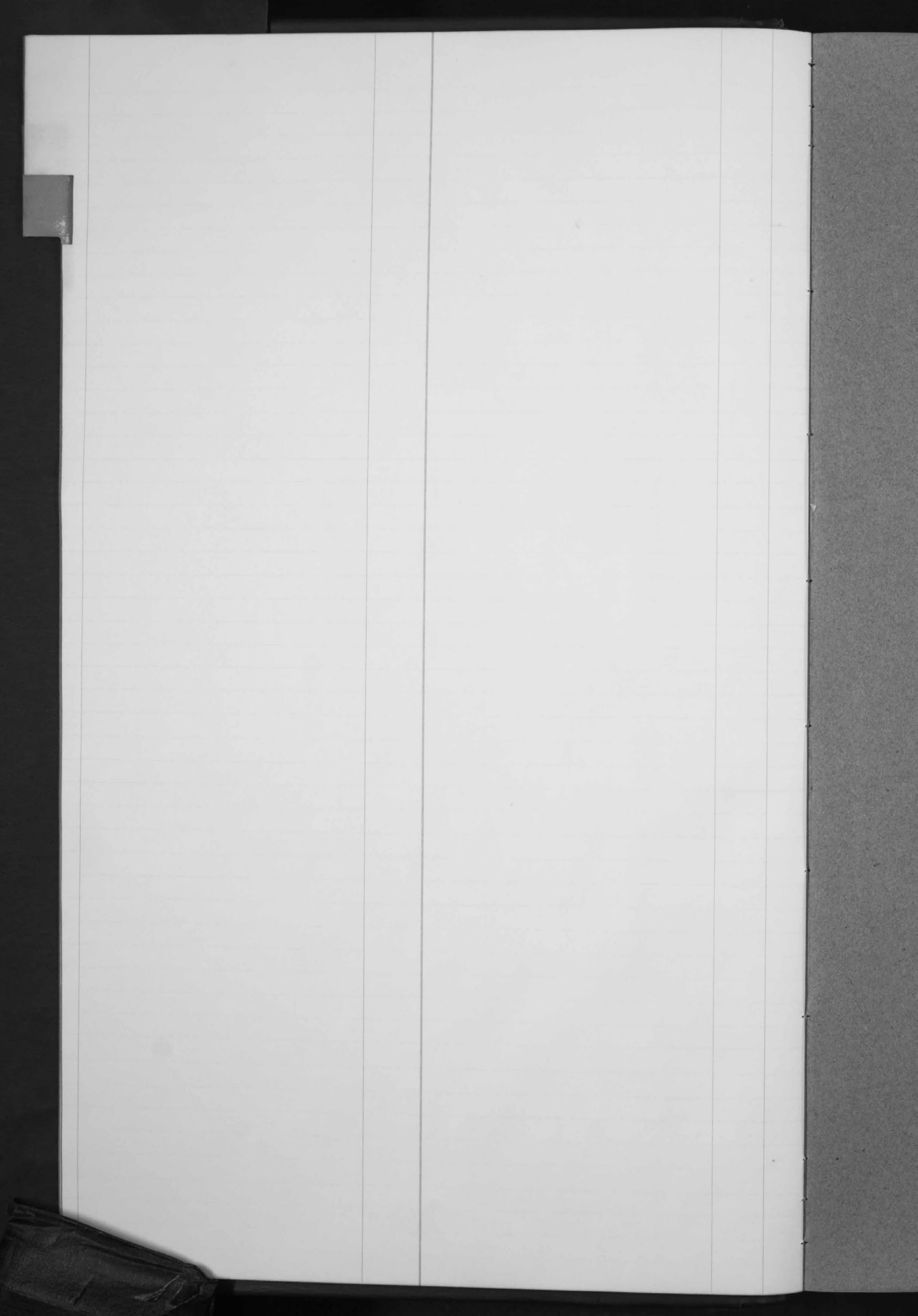
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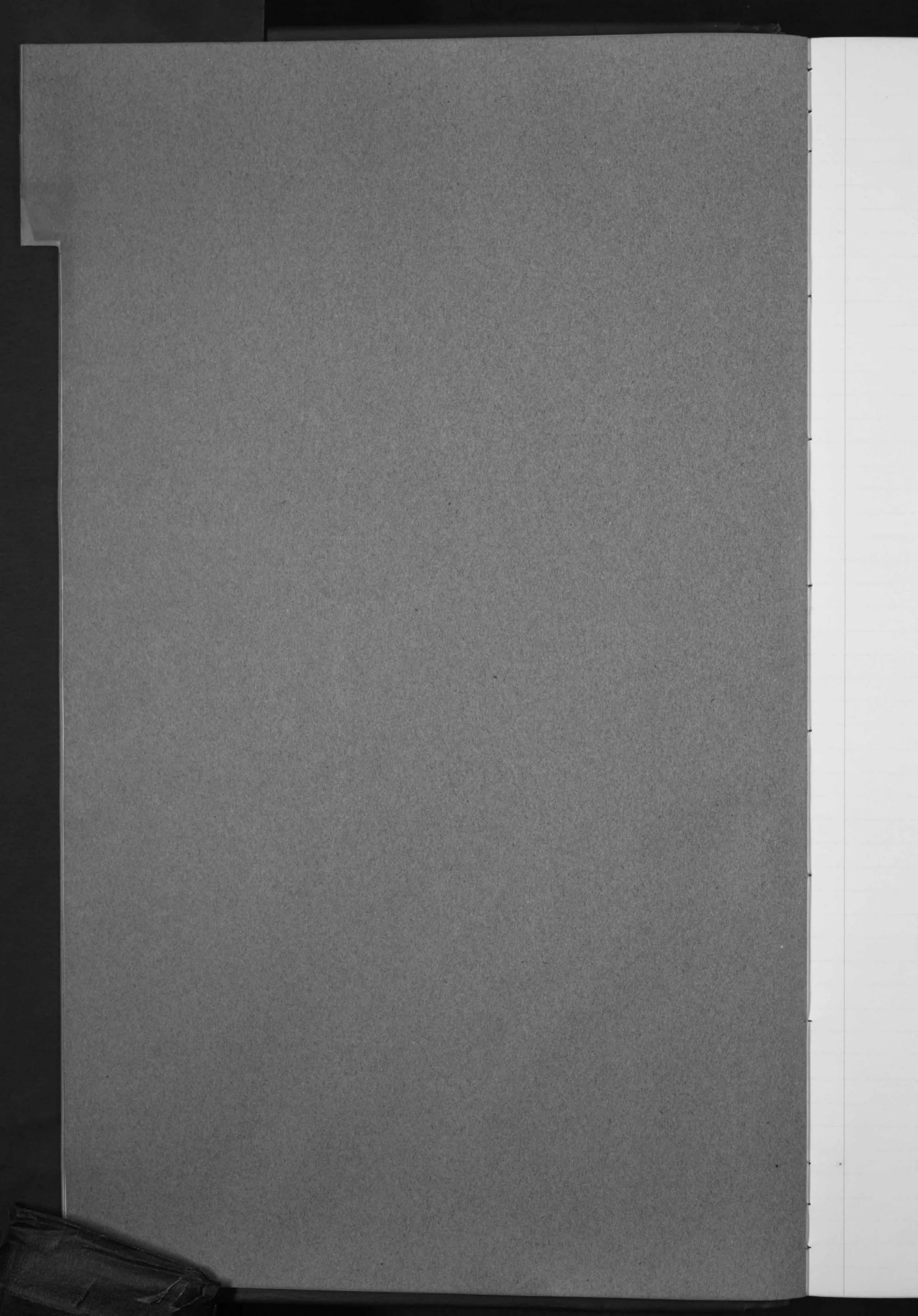
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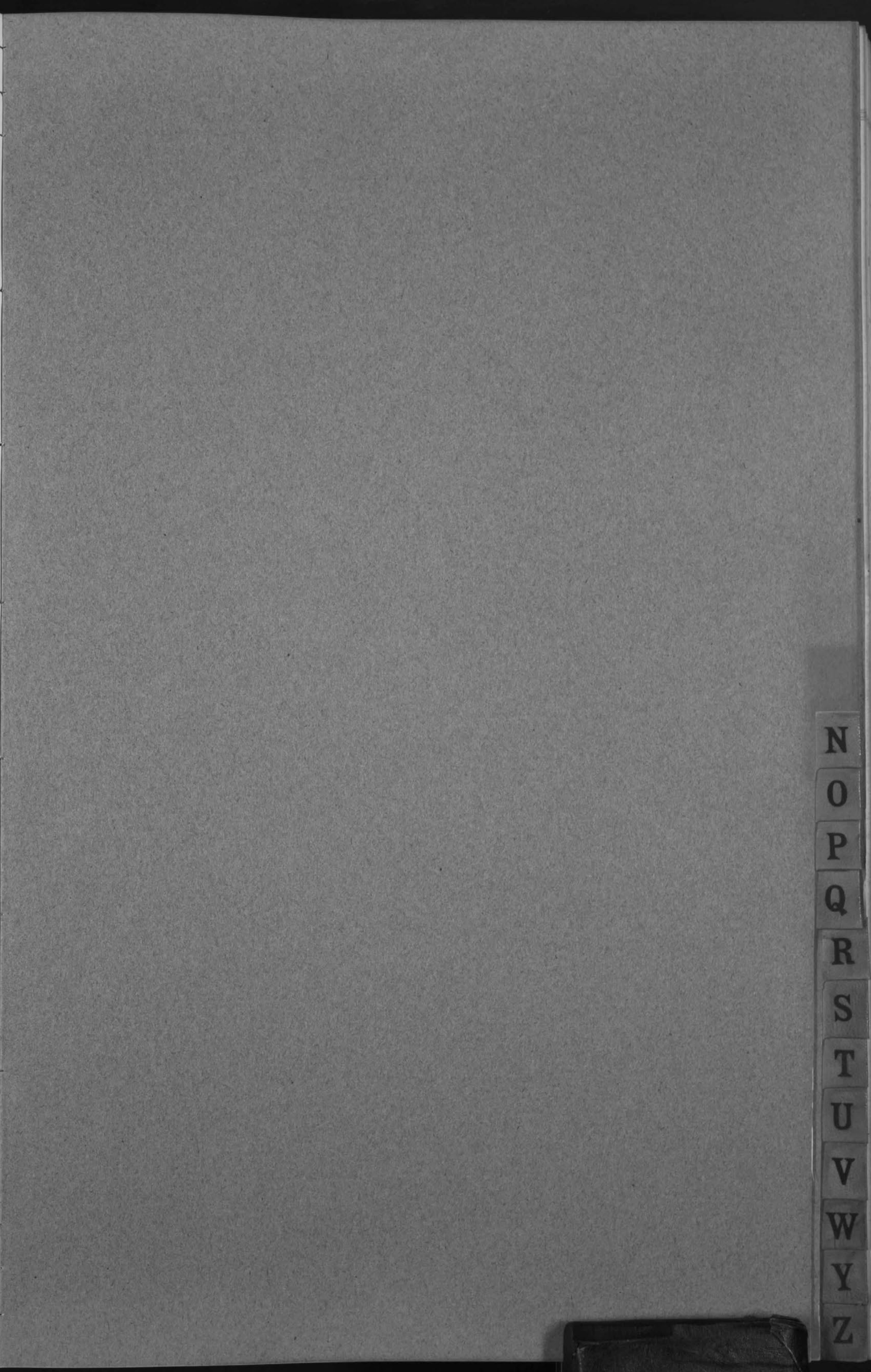
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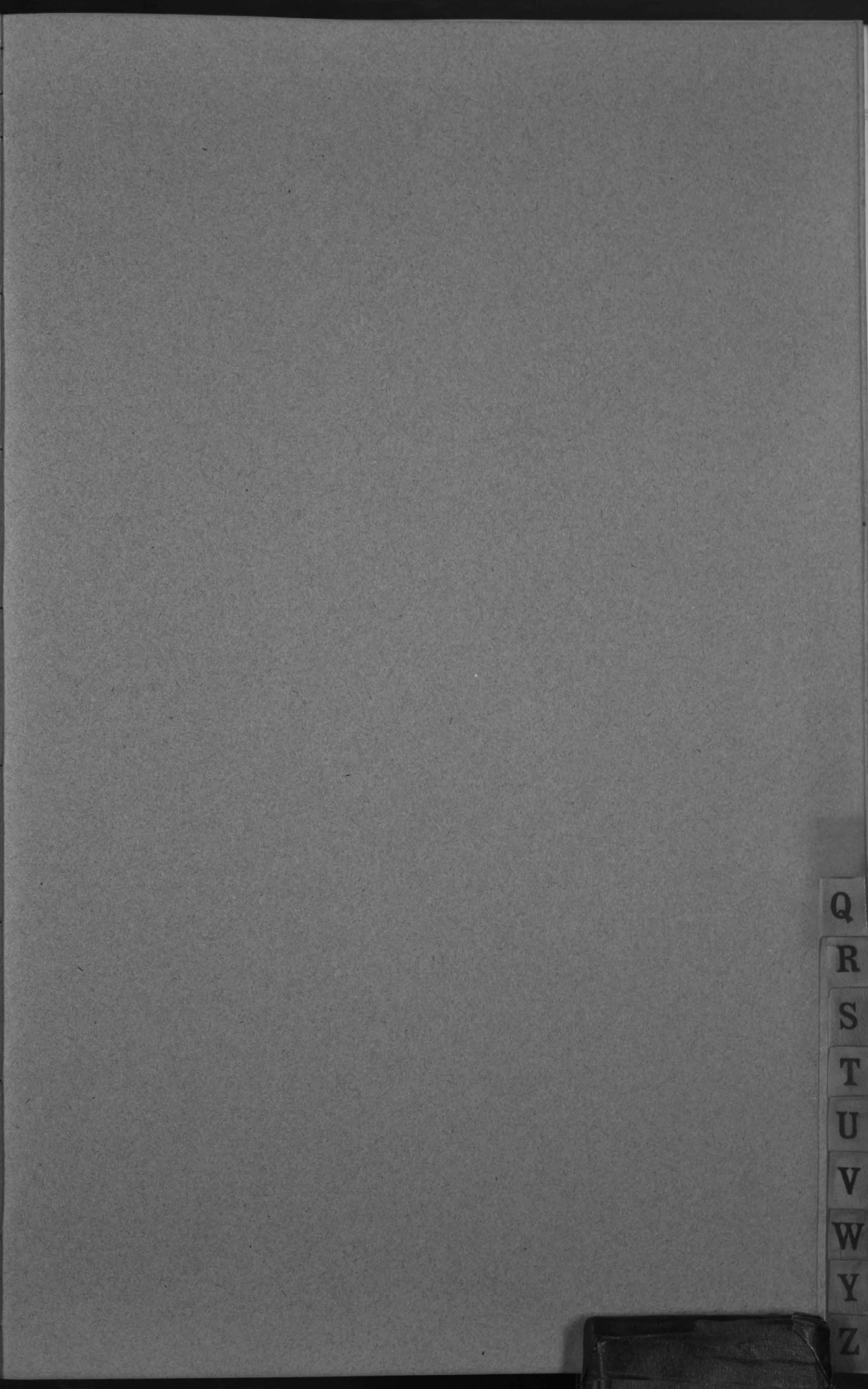
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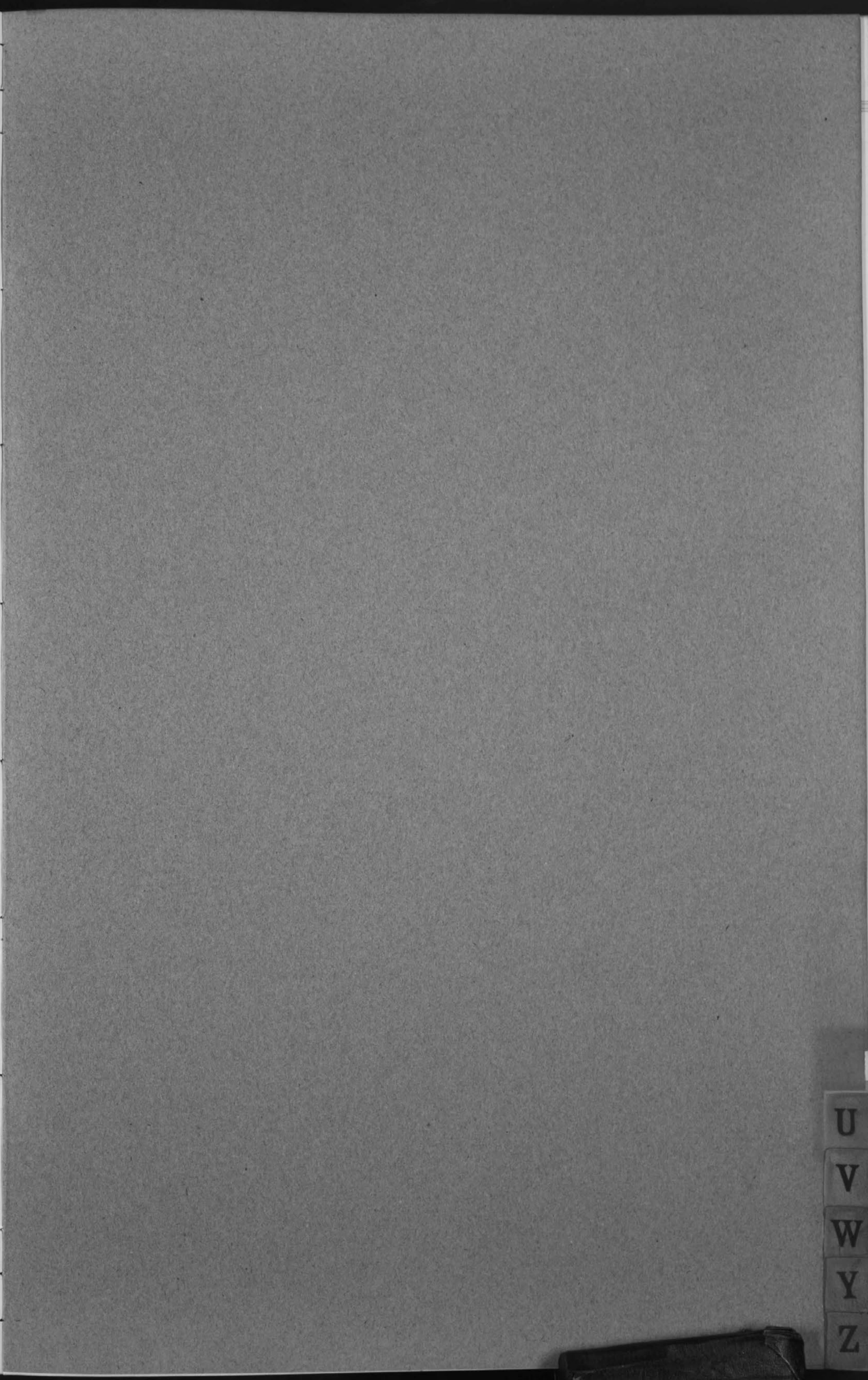
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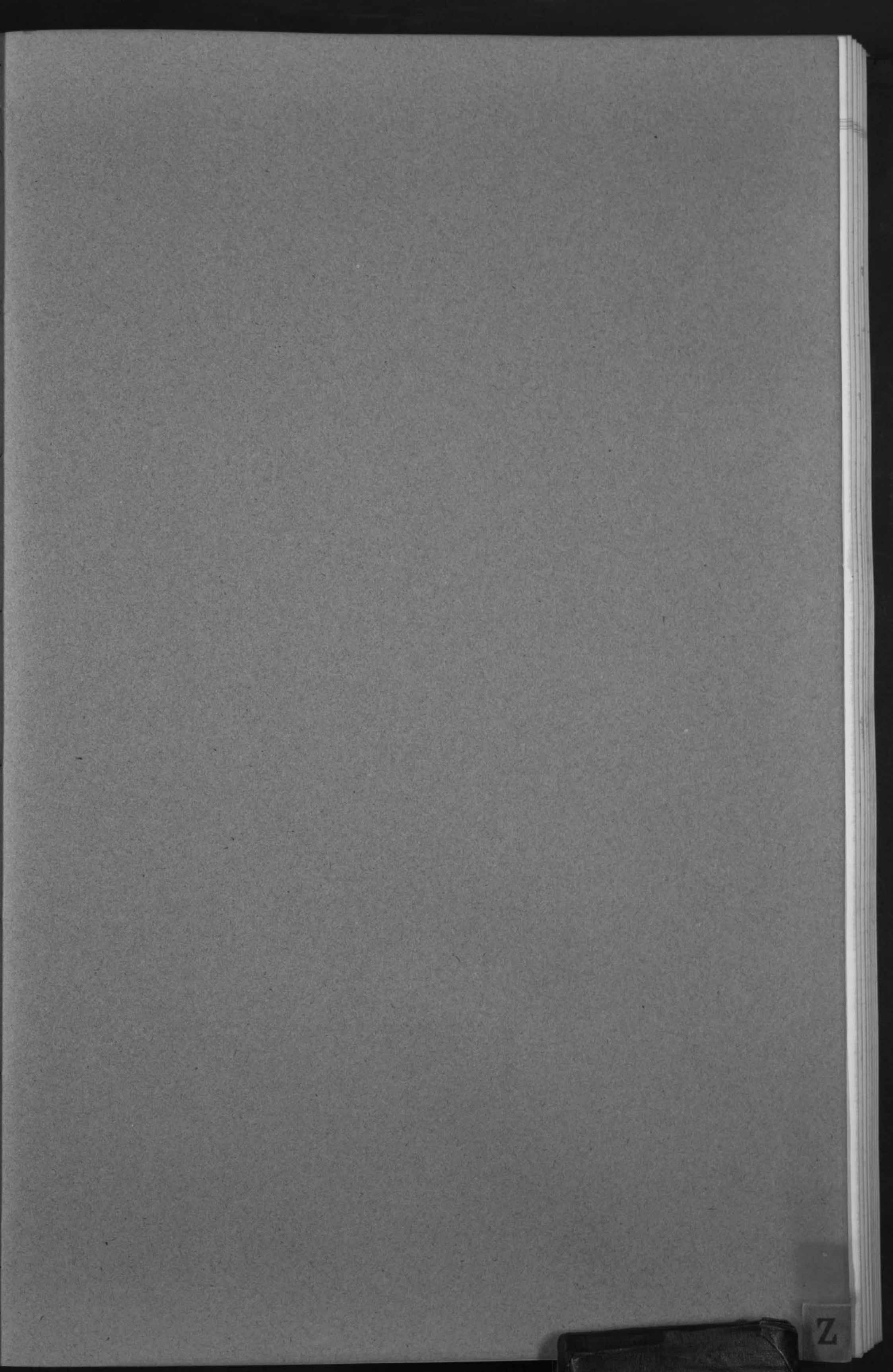
vs

Nancy J. Yount

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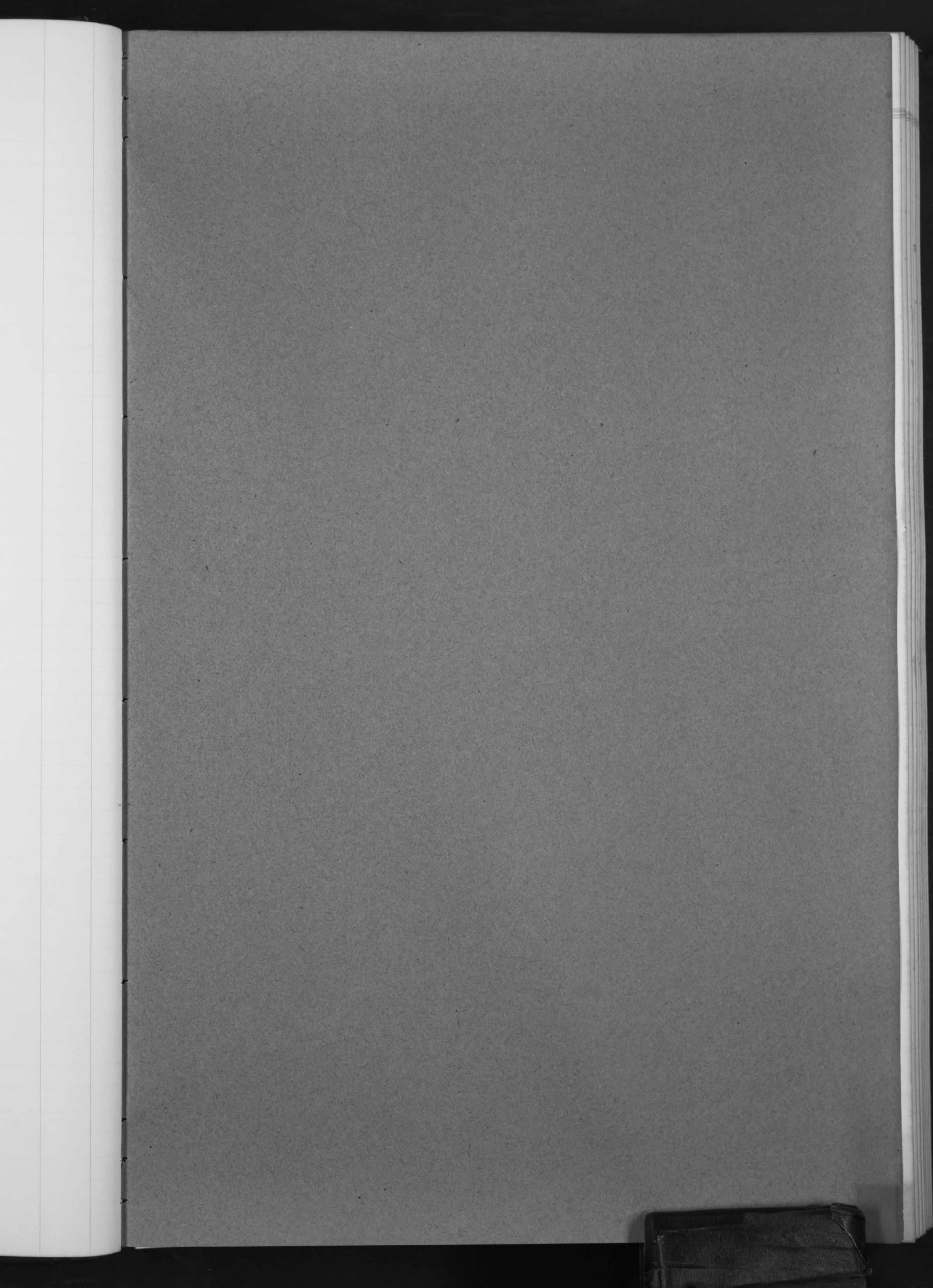
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Petition John  
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Please continued and held at the Court House in  
Marysville, within and for the County of Union, in the Sixth  
Judicial District of the Court of Common Pleas of the State of  
Ohio, before the Honorable Caleb A. Norris, Judge of said Court, of  
the Term of January, to-wit; on the 4<sup>th</sup> Day of January in the  
year of our Lord one thousand eight hundred and Ninety seven.

Be it remembered that herefore to-wit, on the 5<sup>th</sup> day of  
January A.D. 1897, John B. Gamble filed in the Clerk's office of  
the said Court of Common Pleas, the following Petition against George  
W. Gamble, to-wit:

Petitioner John B. Gamble Court of Common Pleas,  
7278 vs Union County, Ohio.  
George W. Gamble

John B. Gamble the above named plaintiff says that there is  
due to him from George W. Gamble defendant, on a promissory note made  
by the defendant George W. Gamble dated the 13<sup>th</sup> day of April A.D. 1889,  
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 Eighty Dollars, with interest thereon at  
six per cent. per annum payable annually from the 13<sup>th</sup> day of April  
A.D. 1889.

The plaintiff further says that he is the legal owner and  
holder of said note, that the said sum is due and unpaid  
except the following credits; April 13<sup>th</sup> 1889, \$200<sup>00</sup>; Aug. 12<sup>th</sup> 1891, \$30<sup>00</sup> int.;  
April 1<sup>st</sup> 1894 \$15<sup>00</sup> and October 30<sup>th</sup> 1895 \$75<sup>00</sup>.

Whereupon, the plaintiff asks judgment against said defendant  
for the sum of Two Hundred and Eighty Dollars, with interest at  
six per cent. per annum payable annually from the 13<sup>th</sup> day of  
April A.D. 1889, and costs of suit - subject to said payments aforesaid.

John W. Brodrick  
Attorney for Plaintiff

"Exhibit A."

On April 13<sup>th</sup> 1891, for value received I promise to pay to  
John B. Gamble or order, Two Hundred and Eighty Dollars, with  
interest from date till paid, at six per cent per annum, payable  
annually, at Residence.

And I hereby authorize and empower any Attorney at law  
of any Court of record, at any time after this note becomes due, to  
appear for us without process, in any Court of record, and con-  
fuse 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 legal proceedings herein authorized; and  
I also release all right of appeal, the stay of execution, and the power  
and privilege of holding any personal or real property exempt from  
execution for the enforcement of said judgment; and said Attorney  
is hereby authorized to enter such release in said judgment.

Witness my hand and seal,  
this 13<sup>th</sup> day of April, A.D. 1889.  
\$280<sup>00</sup>. Due April 13<sup>th</sup> 1891

George W. Gamble

The State of Ohio, Union County, ss.

John W. Brodrick, the duly authorized Attorney of said John S. Gamble 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 W. Brodrick.

Sworn to before me and signed in my presence this 5<sup>th</sup> day of January A. D. 1897.

Seal

J. N. Cornell Clerk  
By J. A. Cornell Deputy

Answer  
7278

John S. Gamble  
vs  
George W. Gamble

Court of Common Pleas  
Union County, Ohio.

And now comes George W. Gamble the above named defendant, by the undersigned his Attorney, and waives the issuing and service of process in this case, and consents that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendant, for the sum of One Hundred and Ten Dollars and Thirty Seven Cents, the amount appearing due for principal and interest on said note, and also consents that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendant's 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 5<sup>th</sup> 1897.

John L. Porter  
Atty for Deft.

Entry  
7278

John S. Gamble  
vs  
George W. Gamble

Court of Common Pleas  
Union County, Ohio.

This day came the plaintiff by John W. Brodrick, his Attorney, and thence 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 defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said defendant to said plaintiff as is alleged in plaintiffs petition, the sum of \$110.37.

It is therefore considered that said plaintiff do recover from said defendant the said sum of \$110.37 or as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of six per 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. Cornell Clerk.

By J. A. Cornell Deputy

Petition  
7272

Answer  
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Please continued and held at the Court House in  
Marysville, within and for the County of Union, in the South  
Judicial District of the Court of Common Pleas of the State of  
Ohio, before the Honorable Galat H. Norris, Judge of said Court,  
of the Term of January, to-wit: on the 4<sup>th</sup> 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 26<sup>th</sup> day of  
December A. D. 1896, A. H. McCampbell filed in the Clerk's office of  
the said Court of Common Pleas, the following petition against  
John T. McCullough, to-wit:

Petition A. H. McCampbell Court of Common Pleas,  
7272 vs Union County, Ohio,  
John T. McCullough

The plaintiff A. H. McCampbell complains of said defen-  
dant John T. McCullough and says there is due him from said  
defendant on the promissory note of the defendant, a copy of which  
is hereto attached and made part hereof, the sum of Five Hundred  
and Fifty Dollars, with eight per cent interest from March 15, 1895,  
which note is as follows, to-wit:

March 15<sup>th</sup> 1895.

One year after date I promise to pay to the order of  
A. H. McCampbell Five Hundred and Fifty Dollars, with interest at  
eight per cent from date, value recd.

John T. McCullough

Therefore the said plaintiff prays judgment against the  
said defendant for said sum of Five Hundred and Fifty Dol-  
lars, with eight per cent interest thereon from March 15, 1895.

Robinson & Stoddard  
Attorneys for Plaintiff

The State of Ohio, Union County, ss:

J. W. Robinson being duly sworn  
deposes and says, he is one of the Attorneys for said plaintiff  
in the above named cause.

That said action is for money only upon a written prom-  
issory note which is in the affiant's possession for collection,  
and said J. W. Robinson believes the allegations of the foregoing  
petition are true.

J. W. Robinson.

Sworn to before me and signed in my presence,  
this 24<sup>th</sup> day of December, 1896.

J. N. Cornell Clerk of Court.

On the 26<sup>th</sup> day of December A. D. 1896, the following Waiver was filed  
by the Clerk of this Court, to-wit:

Waiver A. H. McCampbell Court of Common Pleas  
7272 vs Union County, Ohio,  
John T. McCullough

In the foregoing case, I, John T. McCullough defendant,  
do hereby waive the issuing and service of summonses on me in this  
case and enter my appearance therein, and consent to the entering up of judgment  
as prayed for.

John T. McCullough

Afterward on the 4<sup>th</sup> day of January A.D. 1897, the following Entry was filed in the Clerk's office, to-wit:

Entry  
7-72

A. H. Campbell  
vs.  
J. W. Culbough  
Court of Common Pleas,  
Union County, Ohio.

This day came the plaintiff and the defendant and waived the right of trial by jury and submitted this cause to the Court on the petition of the plaintiff and the consent of defendant to enter judgment as prayed for in the sum of Five Hundred and Fifty Dollars with eight per cent. interest from March 15<sup>th</sup> 1895, amounting altogether to the sum of Six Hundred and Twenty Eight Dollars at eight per cent. interest from this date.

Therefore it is considered, ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of Six Hundred and Twenty Eight Dollars and costs of suit, with eight per cent. interest from this date on \$550.00, and at six per cent on \$78.00 from this date.

Attest  
J. N. Hosneel  
Clerk.

By J. H. [unclear]  
Deputy



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Please continued and held at the Court House in  
Marysville, within and for the County of Cassin, in the South Judicial  
District of the Court of Common Pleas of the State of Ohio, before the  
Honorable Galat H. Norris, Judge of said Court, of the Term of Janu.  
is-mit: on the 4<sup>th</sup> day of January in the year of our Lord One Thousand  
and Eight Hundred and Ninety Seven.

As it remembered that heretofore is-mit, on the 27<sup>th</sup> day of May  
A.D. 1896, Lincoln W. Moran filed in the clerk's office of the said  
Court of Common Pleas, the following petition against Mamie W. Lane  
et al. is-mit:

Petition  
7116

Lincoln W. Moran  
vs  
Mamie W. Lane,  
Maggie Lane,  
Sallie W. Williams,  
J. K. Kuman,  
William A. W. Lane,  
Neal A. W. Lane,  
Samuel Conza,

Court of Common Pleas,  
Cassin County, Ohio.

Plaintiff says that he is the owner of one  
certain promissory note made by Neil W. Lane to Charles Chapman  
of which the following is a true copy:  
\$271<sup>75</sup>/<sub>100</sub>.

Marysville, Ohio, April 4, 1882.

One year after date I promise to pay to the order of C. S.  
Chapman Two Hundred and Seventy One and 75/100 Dollars at the  
Peoples Bank, Marysville Ohio, at 8 per cent interest after date value  
received.

Neil W. Lane.

This note is secured by mortgage on real estate, due April,  
4, 1883.

Said note is secured by mortgage on the following described  
real estate and signed by Neil W. Lane and wife Catharine, now  
deceased.

The following is a complete description of the land mortgaged  
by Neil W. Lane and wife to secure the payment of the note set  
forth in this petition, and at the time said land was owned by  
Neil W. Lane and wife Catharine W. Lane.

Beginning at a stake in the center Bokus Creek 56 feet  
below the center of the P & O. Railroad formerly A. K. O. Railway;  
thence down the Creek with the meanderings 60 poles to the original  
corner of land owned by George Davis in the line of Henry Ford's  
land being S. E. corner of said Davis land; thence N. with the  
original line of Survey No. 3690 following the center of County road  
104 poles to where said road crosses the Railroad; thence S. with  
the line of said P & O. Railroad to the beginning containing 17 acres  
and 40 poles of land, more or less.

Said mortgage was duly executed by Neil W. Lane and wife  
Catharine W. Lane to C. S. Chapman to secure the payment of the  
note set forth in this petition and was assigned by said C. S. Chap-  
man to with note to Neal A. W. Lane August 6, 1883, and said note

and mortgage was duly assigned by Neil B. McLean to plaintiff, March 5, 1896.

Plaintiff says for his cause of action, that no part of said note or nor the interest has been paid, therefore plaintiff asks judgment for \$27.00 Two Dollars and Seventy one Dollars and Seventy five Cents with interest at 8 per cent per annum from April 4, 1883, to date of judgment, with an order of sale, and a decree in foreclosure that said defendants and each of them be forever barred of the right to redeem said land or any part thereof and that the money derived from said sale be applied to the payment of plaintiff claim herein set forth, and such other relief as the Court may deem just in the premises.

Thomas Reed  
Attorney for Plaintiff.

Thomas Reed being duly sworn, says he is in possession of the note and mortgage set forth in this petition as attorney for plaintiff, and the facts set forth in this petition is true as he verily believes.

Thomas Reed.

Sworn to and subscribed to in my presence this 27th day of May 1896.

*seal*

J. N. Gosnell Clerk

Receipt

To the Clerk of the Court of Common Pleas of Union County, O.

Issue summons to the following persons defendants in this action indorsed as follows; Simon McMoran vs Manus McLean et al. in foreclosure action, Sallie McWilliams of Mansfield Ohio; Maggie Jones of Galion, Ohio.

Thomas Reed

Attorney for Plaintiff

Receipt

To the Clerk of the Court of Common Pleas, of Union County, O.

Issue summons for Maggie Jones, to the Sheriff of Morrow County, Ohio. in action in foreclosure of mortgage.

Thomas Reed

Attorney for Plaintiff

Waiver  
7116

On the 17th day of June A.D. 1896, the following waiver was filed in the clerk's office, to-wit:

Simon McMoran

Court of Common Pleas,

Union County, Ohio.

vs  
Manus McLean et al.

We hereby waive summons and enter our appearance in the above case.

Christie McLean Numan  
Grace Keller Numan

Affidavit

On the 25th day of June A.D. 1896, the following Affidavit was filed, to-wit:

State of Ohio, Champaign Co., ss.

Before me a Notary Public in and for Champaign County, Ohio personally came Simon McMoran who makes oath

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and says, that Neal McLean died November the 25<sup>th</sup> 1895. his wife  
Catherine McLean died March 17, 1896.

The Mortgage against the McLean heirs covers 15 3/4 acres.  
Simon McMoran.

Witness and subscribed in my presence by Simon McMoran this the 24<sup>th</sup> day of June A.D. 1896

E. D. Bush  
Notary Public.

On the 1<sup>st</sup> day of July A.D. 1896, the following summons was  
issued to the Sheriff of Richland County, to-wit:

The State of Ohio, Civil County ss:  
To the Sheriff of Richland County:

You are hereby commanded to notify Sallie McWilliams that she has been sued by Simon McMoran in the Court of Common Pleas of Civil County, and must answer by the 1<sup>st</sup> 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 13<sup>th</sup> day of July, 1896.

Witness my hand and the seal of said Court, this 1<sup>st</sup> day of July A.D. 1896.

L. N. Gosnell Clerk.  
By J. W. S. Gosnell Deputy

Sheriff's Return

|                  |            |
|------------------|------------|
| Sheriff's Fees   | 50         |
| Service & Return | 25         |
| Mileage          | 16         |
| Copy             | 25         |
| Docketing        | 10         |
| <b>Total</b>     | <b>126</b> |

The State of Ohio, Richland County,  
Received this writ July 3<sup>rd</sup> A.D. 1896 at 9  
O'clock A. M. and served same by delivering to  
the within named defendant Sallie McWilliams  
personally a true and certified copy of this writ  
with all endorsements thereon - I thereupon returned this writ 7/6/96.

J. F. Boals Sheriff  
By R. F. Gregg Deputy

Summons.

On the 1<sup>st</sup> day of July A.D. 1896, the following summons was  
issued to the Sheriff of Crawford County, to-wit:

The State of Ohio, Civil County ss:  
To the Sheriff of Crawford County:

You are hereby commanded to notify Maggie Jones that she has been sued by Simon McMoran in the Court of Common Pleas of Civil County, and must answer by the 1<sup>st</sup> 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 13<sup>th</sup> day of July, 1896.

Witness my hand and the seal of said Court, this 1<sup>st</sup> day of July A.D. 1896.

L. N. Gosnell Clerk

Sheriff's Return.

|                  |           |            |
|------------------|-----------|------------|
| Sheriff's Fee    | 8         | 50         |
| Service & Return | 2         | 30         |
| Mileage          | 2         | 72         |
| Copy             |           | 24         |
| <b>Total</b>     | <b>12</b> | <b>122</b> |

The State of Ohio, Crawford County  
Received this writ July 2<sup>nd</sup> 1896, at 4 O'clock P. M. and after dili-  
gent search I did not find Maggie Jones in this County.

W. H. S. Sheriff  
J. H. S. Deputy

Summons.

On the 28<sup>th</sup> day of August A.D. 1896, the following Summons was issued to the Sheriff of Crawford County, to-wit:

The State of Ohio, Union County.  
 To the Sheriff of Crawford County:  
 You are hereby commanded to notify Maggie Jones and her husband that they have been sued by Simon W. Curran in the Court of Common Pleas of Union County, and must answer by the 26<sup>th</sup> 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 1<sup>st</sup> day of September A.D. 1896.

Witness my hand and the seal of said Court, this 28<sup>th</sup> day of August A.D. 1896.  
 J. N. Gosnell Clerk

Endorsed "Foreclosure of Mortgage."  
 Afterward on the 16<sup>th</sup> day of September A.D. 1896, the following Sheriff of said County returned said writ to the Clerks office in said County, which return is as follows:

Sheriff's Return.

|         |      |
|---------|------|
| Return  | 30   |
| mileage | 2 72 |
| Copy    | 48   |
| Total   | 3 50 |

The State of Ohio, Crawford County.  
 Received this writ Aug. 29<sup>th</sup> A.D. 1896, at 4 o'clock P.M. and after diligent search I did not find Maggie Jones and her husband in this County.  
 J. N. Gosnell Sheriff  
 By J. C. Kent Deputy.

Summons.

On the 28<sup>th</sup> day of September A.D. 1896, the following Summons was issued to the Sheriff of Morrow County, to-wit:

The State of Ohio, Union County.  
 To the Sheriff of Morrow County:  
 You are hereby commanded to notify Maggie Jones that she has been sued by Simon W. Curran in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> 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 12<sup>th</sup> day of October A.D. 1896.

Witness my hand and the seal of said Court, this 28<sup>th</sup> day of September A.D. 1896.

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

Endorsed "Foreclosure of Mortgage."  
 Afterward on the 10<sup>th</sup> day of October A.D. 1896, the Sheriff of said County returned said writ to the Clerks office in said County which return is as follows:

Sheriff's Return.

|                |      |
|----------------|------|
| Sheriff's Fee  | 8 00 |
| Service Return | 46   |
| mileage        | 2 70 |
| Copy           | 16   |
| Total          | 3 02 |

The State of Ohio, Morrow County.  
 Received this writ October 2<sup>nd</sup> A.D. 1896, at 8 o'clock A.M. and served same October 6<sup>th</sup> A.D. 1896, by handing the within

Legal Notice.

Affidavit of Crintin.

Sheriff's Return.

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named defendant Maggie Jones, a true and certified copy thereof with all the instruments thereon.

T. E. Gordon, Sheriff  
of Morrow County, Ohio.

Legal  
Notice.

On the 30<sup>th</sup> day of September, A.D. 1896, the following Legal Notice was filed by the Clerk of this Court, to-wit:

Notice in Foreclosure.

Manus M<sup>c</sup>Lane, of Wellington, Sumner County, and state of Kansas; William A. M<sup>c</sup>Lane, of Lewis Kansas; Samuel Souza, of 47 West Thirtieth Street, New York City and state of New York and Neil A. M<sup>c</sup>Lane whose place of residence is unknown, will take notice that Simon M<sup>c</sup> Moran, of Champaign County, Ohio, has filed his petition in the Court of Common Pleas of Linn County, Ohio, to foreclose his certain mortgage given by Neil M<sup>c</sup>Lane and wife, dated April 4, 1882, to secure the payment of one certain note for Two Hundred and Seventy-one (\$271) Dollars payable one year after date with 8 per cent. interest after due.

Said mortgage was given by Neil M<sup>c</sup>Lane and wife now deceased, on the following described land, situate in the County of Linn and state of Ohio, and bounded and described as follows, to-wit:

Beginning at a stake in the center of Bokes Creek, fifty-six (56) feet below the center of the P. & O. Railroad, formerly A. & C. Railway; thence down the creek with the meanderings of said creek sixty (60) poles to the original corner of land owned by George Davis, in the line of Henry Ford's land, being the southeast corner of said Davis land; thence north with the original line of Survey No. 3690, following the center of the County road 104 poles to where said road crosses the said Railroad; thence south with the line of said P. & O. railroad to the beginning, containing 17 acres and 40 poles.

Now unless said defendants Manus M<sup>c</sup>Lane, William A. M<sup>c</sup>Lane, Samuel Souza and Neil A. M<sup>c</sup>Lane answer on or before the 25<sup>th</sup> day of August, 1896, plaintiffs petition will be taken as true, and judgment accordingly.

July 16, 1896.

Thomas Reed  
Attorney for Plaintiff

Affidavit  
of  
Printin.

The State of Ohio,  
Linn 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 "Linn County Journal", a newspaper of general circulation in the County of Linn, said publication beginning with July, 16, 1896.

Aff. Sworn.

Sworn to and subscribed before me this 30<sup>th</sup> day of September, 1896.

J. N. Conwell Clerk.

Printers Fee, \$19.00.

Afterward on the 16<sup>th</sup> day of November A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
7/1/6

Simon M. Moran  
vs  
Mans M. Lane,  
Maggie Lane,  
Sallie M. Williams,  
J. W. Newman,  
William A. M. Lane,  
Neal A. M. Lane,  
Samuel Souza, heir  
of Neal M. Lane.

Court of Common Pleas,  
Union County, Ohio.

Entry.

This day this case came on for hearing on plaintiffs petition no answer filed by defendants, the Court being fully advised in the matter as shown by the record that each and every one of the defendants have been duly served according to the provisions of the laws of Ohio.

And the Court being fully satisfied that the allegations of plaintiffs petition are true.

It is therefore adjudged and ordered by the Court that plaintiff Simon M. Moran do recover the sum of \$271.75 or Two Hundred and Seventy one Dollars with interest at 8% from April the 4<sup>th</sup> 1882 to date of judgment which amounts with interest to \$587.45 Five Hundred and Eighty Seven Dollars and Eighteen Cents.

It is therefore ordered by the Court that if defendants fail to pay plaintiff the aforesaid sum within three days that an order of appraisement and sale issue to sell the lands described in plaintiffs petition, and that the proceeds of said sale shall be applied to payment of plaintiffs judgment, and costs of this case.

Thomas Reed  
Atty. for Plaintiff.

Order  
of  
Sale

On the 17<sup>th</sup> day of November A.D. 1896, the following Order of Sale was issued to the Sheriff of Union County, Ohio, to-wit:

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

Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 16<sup>th</sup> day of November, 1896, Simon M. Moran obtained a judgment and decree against Mans M. Lane et al for the sum of Five Hundred and Eighty Seven & 1/100 Dollars and Twenty Two & 9/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Mans M. Lane et al. within three days from the 16<sup>th</sup> day of November A.D. 1896 pay unto the said Simon M. Moran the said sum of Five Hundred and Eighty Seven and 1/100 Dollars with interest from the 16<sup>th</sup> day of November 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 &c

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Executions at law, to sell the real estate described in the plaintiff's petition, &c.

And whereas the days abovesaid have fully expired, and the said sum of Five Hundred and Eighty & 11/100 Dollars, and costs abovesaid, 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 Baker's Creek, 50 feet below the center of the P & O Railroad, formerly the A. V. & W. Railway; thence down the Creek with the meanderings thereof 60 poles to the original corner of land owned by George Davis, in the line of Henry Ford's land, being S. E. corner of said Davis land; thence north with the original line of survey No. 3690, following the center of County road 104 poles to where said road crosses the railroad; thence south with the line of said P & O Railroad to the beginning containing (17) Seventeen acres and (40) poles of land more or less.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating sales on 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 Waynesville, this 17th day of November A.D. 1896.  
W. Gosnell Clerk.

Afterward on the 24th day of December A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sheriff's Return.

The State of Ohio,  
Union County, ss.

|                   |             |
|-------------------|-------------|
| Sheriff's Fee     | \$ 25       |
| Service           | 25          |
| Law               | 25          |
| Sum. Appraisers   | 1 20        |
| Swearing ..       | 25          |
| Conveying ..      | 1 50        |
| Writing Appraisal | 25          |
| Copy of "         | 25          |
| Notice to Printer | 25          |
| Mileage           | 1 92        |
| Return            | 25          |
| <b>Total</b>      | <b>6 37</b> |
| Appraisers Fee    | 3 00        |
| Printer's Fee     | 14 25       |

In obedience to the command of the order of sale hereto annexed, I did on the 17th day of November 1896, summon W. Hopkins, Lefe Muller 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 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 Forty Eight 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.

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And on the 18<sup>th</sup> 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 19<sup>th</sup> 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, I did on said 19<sup>th</sup> 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 Simon W. Moran who bid for the same the sum of \$2322<sup>00</sup>, and said sum being over two-thirds of the appraised value thereof, and said Simon W. Moran being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Two Hundred Thirty Two & 29/100 Dollars.

Wm. Snodgrass Sheriff.

On the 4<sup>th</sup> day of January A.D. 1896, the following Notice of Sheriff sale was filed, to-wit:

Sheriff's Sale.

Simon W. Moran  
vs  
Marion W. Lean 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, December 19<sup>th</sup> 1896, 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 Taylor, County of Union and state of Ohio, and bounded and described as follows:

The following lands and tenements in Union County, Ohio, to-wit:

Beginning at a stake in the center of Boker's Creek 56 feet below the center of the P & O. railroad, formerly the A. N. & N. railway; thence down the Creek with the meanderings thereof 60 poles to the original corner of land owned by George Davis in the line of Henry Ford's land, being south east corner of said Davis' land; thence north with the original line of Survey No. 2690 following the center of the County road 104 to where said road crosses the railroad; thence south the line of said P & O railroad to the beginning, containing seventeen (17) acres and 40 poles of land more or less.

Appraised at \$20 per acre.

Terms of Sale Cash.

William G. Snodgrass

Sheriff of  
Union County, Ohio

November 18, 1896.

Motion  
7116

Entry  
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The State of Ohio, Affiant of Oritator.  
Union County, ss: ||

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Nov. 18, 1896.

H. C. Shearer.

Sworn to and subscribed before me, this 4th day of January, 1897.

Printers Fee, \$14 25.

J. N. Hornell Clerk

On the 4th day of January A.D. 1897, the following Motion was filed by the Clerk of this Court, to-wit:

Motion Simon W. Moran

Court of Common Pleas  
Union County, Ohio.

7116

vs  
Thomas W. Lear et al

Now comes the plaintiff and moves this Court to confirm the sale of the land described in plaintiffs petition, and order the Sheriff to make Deed to the purchaser Simon W. Moran.

Thomas Reed  
Attorney for Plaintiff

Afterward on the 4th day of January A.D. 1897, the following Entry was filed to-wit:

Entry Simon W. Moran

Court of Common Pleas  
Union County, Ohio.

7116

vs  
Thomas W. Lear et al

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court.

And the Court on careful examination of the proceeding of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Simon W. Moran by deed according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the said defendants in the said premises.

It is further ordered that the Clerk cause satisfaction of the Mortgage herein said on 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 \$232 22, it is ordered that the Sheriff out of the money in his hands pay the Costs of this action taxed at \$

Thomas Reed. Atty. for Plaintiff.

Attest

J. N. Hornell  
Clerk

By Geo. A. Hornell Deputy.

Cause continued and held at the Court House in Mansfield, 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 S. Norris, Judge of said Court, of the Term of January, to-wit: On the 4<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that hereupon to-wit, on the 27<sup>th</sup> day of April, A.D. 1896, Frank L. Kuzortie filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Mary Kuzortie et al. to-wit:

Petition  
7104

Frank L. Kuzortie  
vs  
Mary Kuzortie,  
Linda P. Kuzortie,  
William A. Kuzortie &  
Marquis L. Kuzortie

Court of Common Pleas,  
Union County, Ohio

The plaintiff says:

That on or about the 12<sup>th</sup> day of October, A.D. 1890, one Henry Kuzortie, late of said county of Union, died intestate seized of an estate in fee-simple of the following described real estate to-wit:

Situate in the County of Union, and state of Ohio, part of Survey No. 3239, and described as follows:

Beginning at a hickory, elm, buckeye, iron wood and sugar-tree, N.E. corner to said survey; thence N. 83° 30' W. 109 poles and 22 links to a blue ash; thence S. 7° W. 88 poles and 20 links to a bush and sugar tree; thence S. 83° 30' E. 109 poles and 22 links to three bushes; thence N. 7° E. 88 poles and 20 links to the beginning, containing sixty-one acres more or less, except one acre deduced by James F. Cory and wife to Mary Jane Thompson, which is described as follows:

Commencing at a stake in the center of the County road from Newton to Burr Hills, and in the N. line of said lot, and S. W. corner to E. Toby's land; thence S. with the center of said road 8 poles; thence E. parallel with N. line 20 poles; thence N. parallel with said road to said N. line; thence W. with said E. Toby's land to the beginning containing one acre.

Also the following described premises, situate in the County of Union, and state of Ohio, part of Survey No. 3239 described as follows:

Beginning at a stake and stone in the center of the County road, leading from York Center to Newton, and in the original North line of said Survey; thence with said line E. 16 poles to a stake and stone; thence S. parallel with said road 10 poles to a stake and stone; thence west-parallel with said original north line 16 poles to the center of said road; thence north with the center of said road 10 poles to the beginning, containing one acre.

Also the following described real estate situate in the



county of Union, and State of Ohio, and township of York, and part of survey No. 3236 and described as follows:

Beginning at a stake and stone in the north line of said survey and N. W. corner of a lot of 60 acres conveyed conveyed by Cassus Dickerson and wife to George Davis; thence with the west line of said lot S. 82° W. 80 poles to a stone; thence with the west line of said lot S. 82° W. 120 poles to a stake and stone S. E. corner to said lot; thence N. 82° E. 80 poles to a stake and stone in the north line of said survey; thence N. 82° W. 120 poles to the beginning, except 10 acres deeded to A. C. King on the 15th day of May, 1872 out of the N. W. corner of said land, the amount conveyed by these presents, being 50 acres.

Also the following real estate, situate in the county of Union, and State of Ohio, and in York Township, and described as follows:

Beginning at a stake in the center of the York Center and Newton gravel road, and N. E. corner to a lot conveyed to L. J. Knight by L. D. Knight, now owned by F. L. Heyrtle; thence with F. L. Heyrtle's North line 8<sup>3</sup>/<sub>33</sub> poles to the northwest corner of said lot; thence north on a straight line with the west line of said Heyrtle's lot 50 feet; thence east parallel with his north line to the center of said York Center and Newton gravel road; thence with said road S. 82° east 50 feet to the beginning containing 1/8 of an acre more or less, part of survey No. 3234.

That the said Henry Heyrtle dec'd left at his death, Mary Heyrtle his widow who is entitled to dower in said premises.

That said premises described in the following persons only heirs and legal representatives of the said Henry Heyrtle dec'd, subject to the said dower namely: William H. Heyrtle, the plaintiff Frank L. Heyrtle, Marquis L. Heyrtle, and Simon P. Heyrtle.

The said Mary Heyrtle widow, William H. Heyrtle and the plaintiff Frank L. Heyrtle reside in Union County, Ohio,

that the said Simon P. Heyrtle resides in Chester City, Adams County, Pennsylvania.

That the residence of the said Marquis L. Heyrtle is unknown to the plaintiff.

The plaintiff is the son of Henry Heyrtle dec'd, and the plaintiff says that the personal property of the said Henry Heyrtle dec'd is amply sufficient to pay all the debts and claims against the estate of said Henry Heyrtle dec'd.

The parties above named have the following undivided interest and estate in said premises subject to the dower estate of said widow, that is to say, the plaintiff, Frank L. Heyrtle one undivided one-fourth part in fee simple; the said William H. Heyrtle one undivided one-fourth part in fee simple; and Simon P. Heyrtle one undivided one-fourth part in fee simple, and the said Marquis L. Heyrtle one undivided one-fourth part in fee simple.

The plaintiff therefore prays that all the defendants

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above named be made parties hereto; and the plaintiff desiring to hold his said interest in aforesaid asks that partition be made of the above described premises.

That the dower of the said Mary Kezortie be assigned to her, or if partition of said premises can not be made without manifest injury to the value thereof, then that the premises may be ordered sold, and the proceeds divided according to law, and the plaintiff asks such other and further relief as he may be entitled to in law or equity.

Porter & Porter  
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

The plaintiff Frank L. Kezortie being sworn makes oath, that the facts stated in the foregoing petition are true as he believes.

Affiant further makes oath that service of a summons can not be made within the state of Ohio on the defendants Simon P. Kezortie and Marquis L. Kezortie or either of them. And that this case is one of those mentioned and provided for in Section 5048 of the Revised Statutes of the state of Ohio.

That the residence of said Simon P. Kezortie is Custer City, McKean County, State of Pennsylvania.

That the residence of the said Marquis L. Kezortie is unknown to affiant, and cannot with reasonable diligence be ascertained by him.

Frank L. Kezortie.

Sworn to by Frank L. Kezortie before me, and signed by him in my presence this 27<sup>th</sup> day of April A.D. 1896.

J. N. Gosnell Clerk.

To the Clerk:

Issue a summons against the defendants Mary Kezortie, and William H. Kezortie, returnable according to law.

Endorse "Action for Partition of Lands."

Porter & Porter  
Atty's. for Plaintiff

April 27<sup>th</sup>, 1896.

On the 27<sup>th</sup> day of April A.D. 1896, the following summons was issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County.  
To the Sheriff of Union County:

You are hereby commanded to notify Mary Kezortie and William H. Kezortie that they have been sued by Frank L. Kezortie in the Court of Common Pleas of Union County, and must answer by the 30<sup>th</sup> 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 11<sup>th</sup> day of May A.D. 1896.

Witness my hand and the seal of said Court, this 27<sup>th</sup> day of April, A.D. 1896.

J. N. Gosnell Clerk

Sherriff's Return.

County 7104

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Summons

Afterward on the 7th day of May, A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

Sherriff's Return.

|                 |       |
|-----------------|-------|
| Sherriff's Fees | \$ 35 |
| Service Return  | 65    |
| Mileage         | 2 56  |
| Copy            | 30    |
| Total           | 3 51  |

The State of Ohio, } Received this writ April 28th A.D. 1896, at 10 o'clock  
 Union County, } A. D. and served same by ~~handing~~ handing a true copy of  
 this writ with the endorsements thereon at the usual place  
 of residence of Mary Hyster on the 5th day of May, 1896,  
 and to William H. Hyster by handing him a copy  
 personally on the 7th day of May, 1896.

Wm. S. Snowgrass Sheriff

Afterward on the 8th day of September A.D. 1896, the following entry was filed, to-wit:

Entry 7104

Frank L. Hyster  
 vs  
 Mary Hyster et al  
 Court of Common Pleas,  
 Union County, Ohio.

This day came the plaintiff by Porter Porter his attorney, and his petition coming on to be heard, the Court find the allegations of the petition to be true, and that all the defendants have had due and legal notice of the pendency and demand of said petition and that they were in default for answer and demurrer.

Whereupon the Court find that the said Mary Hyster is entitled to dower in the premises described in plaintiffs petition, and that subject thereto the plaintiff Frank L. Hyster is seized of and has a legal right to the undivided one fourth part in fee simple; the said William H. Hyster one undivided one-fourth part in fee simple; the said Simon P. Hyster one undivided one-fourth part in fee simple; and the said Marquis L. Hyster one undivided one-fourth part in fee simple, of all the land described in plaintiffs petition.

It is therefore ordered, adjudged and decreed, that an order issue to the Sheriff of said County of Union commanding him that by the oaths of C. W. Smith, J. R. Cahill and J. C. Bailey, three judicious and disinterested freeholders of the vicinity, and who are not of kin of either party, and who are hereby appointed Commissioners for that purpose, be if partition of said premises be made, to first assign dower to the said Mary Hyster according to law, and that by the like oaths of said Commissioners he cause to be set off and divided to the plaintiff, and to each of said defendants the part and proportion of the said estate to which they are hereinbefore severally found entitled, subject to said dower estate of said Mary Hyster.

And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by metes and bounds without injury to the value thereof, they appraise the said premises both subject to dower, and also appraise the same free from said dower.

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most line of said lot S. 82° W. 80 poles to a stone; thence with the S. line of said lot S. 82° E. 120 poles to a stake and stone S. E. corner to said lot; thence N. 82° E. 80 poles to a stake and stone in the south line of said survey; thence N. 82° W. 120 poles to the beginning, except 10 acres deeded to A. C. Kemp on the 16<sup>th</sup> day of May, 1872, out of the N. W. Corner of said land, the amount conveyed by these presents being 60 acres.

Also the following real estate, situate in the County of Union, and state of Ohio, and in York Township, and described as follows:

Beginning at a stake in the center of the York Center and Newton gravel road, and N. E. corner to a lot conveyed to L. D. Wright by L. D. Wright, now owned by F. L. Reyzote; thence with F. L. Reyzote's north line 8<sup>3</sup>/<sub>8</sub> poles to the southwest corner of said lot; thence north on a straight line with the west line of said Reyzote's lot 60 feet; thence east parallel with his south line to the center of said York Center and Newton gravel road; thence with said road S. 21° E. 60 feet to the beginning containing 10 of an acre more or less, part of survey No. 3284, herein, and subject to said Downer estate, among the persons named herein, and in the following proportions, to-wit:

- To Frank L. Reyzote 14 part.
- To Simon P. Reyzote 14 part.
- To William A. Reyzote 14 part.
- To Marquis L. Reyzote 14 part.

And if, in the opinion of said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, then downer by metes and bounds said not be assigned, but you cause them to appraise the same lots subject to and also free from the downer of the said Mary Reyzote 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 Downer, wherein the said Frank L. Reyzote plaintiff and Mary Reyzote et al are defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of the Court of Common Pleas at the Court House in Mansfield this 8<sup>th</sup> day of September A. D. 1896.

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

Afterward on the 16<sup>th</sup> day of September A. D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

|                |       |
|----------------|-------|
| Sheriff's Fees | \$ 60 |
| Service        | 25    |
| mileage        | 3 04  |
| Executing writ | 1 00  |
| Swearing Com.  | 25    |
| Report         | 1 00  |

Sheriff's Return

As commanded by the foregoing writ of Partition and Downer, I have executed the same by the oaths of C. H. Smith, John Tremble and J. C. Bailey, and the said Commissioners being of the opinion that the said premises can not be divided without manifest injury, I have caused

|                    |      |
|--------------------|------|
| Return             | 28   |
| Total              | 5 79 |
| Commissioner's Fee | 8 25 |
| E. L. Smith        | 1 00 |
| John Trimble       | 1 00 |
| T. C. Bailey       | 1 00 |

The same to be appraised; all of which will more fully appear by reference to the report of the commissioners herewith returned.

Given under my hand this 16<sup>th</sup> day of September, A.D. 1896.

James Brodgrasso Sheriff.

Commissioner's Report:

Frank L. Hyslop vs Mary Hyslop et al

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

According to the command of the writ of Partition and dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do, upon actual view of the premises, we are of opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same, subject to the dower estate at, First Tract including one acre described \$1418<sup>25</sup> per acre, \$23<sup>00</sup> free from dower \$1891, per acre \$31<sup>00</sup>.

Second Tract, with dower \$937<sup>50</sup>, per acre \$18<sup>75</sup>; without dower \$1250<sup>00</sup>, per acre \$25<sup>00</sup>.

Third Tract, with dower \$225<sup>00</sup>, without dower \$300<sup>00</sup>.

Given under our hands this 16<sup>th</sup> day of September, A.D. 1896.

E. L. Bailey }  
John Trimble } Commissioners.  
E. L. Smith }

Answer of Mary Hyslop 7104

On the 17<sup>th</sup> day of September A.D. 1896, the following Answer of Mary Hyslop was filed to-wit:

Frank L. Hyslop vs Mary Hyslop et al  
Court of Common Pleas Union County, Ohio.

The defendant Mary Hyslop says that she is the widow of the said Harry Hyslop deceased; that her age is seventy-eight (78) years; that she is entitled to dower in all the premises described in plaintiff's petition, and ought to be partitioned in this case.

That she desires and asks that she be allowed her dower in money out of the proceeds of the sale or sales of said premises.

That she elects to let said premises all free from her said dower in the same, and consents and requests that her dower be paid to her in money as aforesaid.

Witnessed by F. A. Thompson & R. S. Bennett.

Mary Hyslop (mark)

The defendant Mary Hyslop makes oath and says that the facts set forth in the foregoing pleading are true as she believes.

Witnessed by F. A. Thompson & R. S. Bennett.

Mary Hyslop (mark)

Order of Sale in Partition.

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Sworn to by Mary Hegerter before me, and signed by her in my presence this 17<sup>th</sup> day of September, 1896.

F.A. Thompson  
Notary Public  
Union County.

On the 18<sup>th</sup> day of September A.D. 1896, the following Entry was filed in the Clerk's office to-wit:

Entry  
7104

Frank L. Hegerter  
vs  
Mary Hegerter et al  
Court of Common Pleas,  
Union County, Ohio.

This day this cause came on for hearing upon the return of the Sheriff, and the report of the Commissioners heretofore appointed herein appointed, and on the motion to confirm the same.

And it appearing that said estate cannot be divided by units and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises free from the dower of said Mary Hegerter, to-wit, the first tract as described in plaintiffs petition including the one acre tract \$31<sup>00</sup> per acre, amount \$1891; the second tract or described at \$25<sup>00</sup> per acre, amount \$1250; the third tract or described at \$310, total \$3441.

And said Commissioners also appraised said premises subject to said dower at \$

The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve the same.

And the said Mary Hegerter having by her answer waived her dower by units and bounds of the land, and asked that in lieu thereof its value be paid to her in money, and that said premises be sold free from her dower &c.

The Court find the just and reasonable value of her dower interest to be \$

And neither of said parties desiring to take the said premises or any part thereof, at their appraised value, on motion of plaintiff it is ordered that said premises be sold at public auction free from the dower estate of said Mary Hegerter, and that an order of sale issue to the Sheriff of this County for that purpose, and that said sale or sales be made according to the statutes in such case provided.

And that said Sheriff return his proceeding under said order to this Court without unnecessary delay.

On the 18<sup>th</sup> day of September A.D. 1896, the following Order of Sale in Partition was issued, to-wit:

Order of  
Sale in  
Partition.

The State of Ohio, Union County, Ohio.  
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 Frank L. Hegerter plaintiff, and Mary Hegerter, Simon

P. Hyzette, William A. Hyzette and Benjamin L. Hyzette defendants,  
 we command you that, without delay, you proceed to sell at public  
 auction, the lands and improvements in said petition described, to-wit:  
 situate in the County of Union, and State of Ohio, part  
 of Survey No. 3239, and described as follows:

Beginning at a Hickory Elm, Buckeye, Iron-wood and Sugar  
 tree N. E. corner to said survey; thence N. 83° 30' W. 109 poles and 22  
 links to a blue ash; thence S. 7° W. 88 poles and 20 links to a  
 bush and sugar tree; thence S. 83° 30' E. 109 poles and 22 links to  
 three bushes; thence N. 7° E. 88 poles and 20 links to the beginning,  
 containing sixty-one acres more or less: Except one acre deduced  
 by James F. Gray and wife to Jane Thompson, which is described  
 as follows.

Commencing at a stake in the center of the County  
 road from Newton to Long Hills, and in the N. line of said lot,  
 and S. W. corner to C. Loby's land: thence S. with the center of said  
 road 5 poles; thence E. parallel with N. line 20 poles; thence N. parallel  
 with said road to said N. line; thence W. with said C. Loby's land  
 to the beginning, containing one acre.

Also the following described premises situated in the Coun-  
 ty of Union, and State of Ohio, part of Survey No. 3239, descri-  
 bed as follows:

Beginning at a stake and stone in the center of the  
 County road leading from York Center to Newton, and in the  
 original north line of said Survey; thence with said line east,  
 16 poles to a stake and stone; thence S. parallel with said road  
 10 poles to a stake and stone; thence W. parallel with said orig-  
 inal north line 16 poles to the center of said road; thence with  
 with the center of said road 10 poles to the beginning containing  
 one acre.

Also the following described real estate situate in the  
 County of Union and State of Ohio, and Township of York, and  
 part of Survey No. 3236, and described as follows:

Beginning at a stake and stone in the north line  
 of said survey and N. W. corner of a lot of 30 acres conveyed by  
 James Dickerson and wife to George Davis; thence with the west  
 line of said lot S. 8° W. 80 poles to a stone; thence with the  
 S. line of said lot S. 82° E. 120 poles to a stake and stone S. E.  
 corner to said lot; thence N. 8° E. 80 poles to a stake and stone  
 in the north line of said survey; thence N. 82° W. 120 poles to  
 the beginning, except 10 acres deduced to A. C. Brown on the 15th day  
 of May, 1872, out of the N. W. corner of said land: the amount  
 conveyed by these premises being 50 acres.

Also the following real estate situated in the County of  
 Union, and State of Ohio, and in York Township, and described  
 as follows:

Beginning at a stake in the center of the York Center  
 and Newton grand road, and N. E. corner to a lot conveyed to  
 L. L. Knight & L. D. Knight, now owned by F. L. Hyzette; thence  
 with F. L. Hyzette's north line 8<sup>3</sup>/<sub>33</sub> poles to the northwest corner

Sherriff's  
 Return.

Partition  
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of said lot: Thence north on a straight line with the west line of said Hysteria lot 50 feet: Thence east parallel with his south line to the center of said York Center and Newton gravel road: Thence with said road S. 2 1/2 East 50 feet to the beginning, containing 1/8 of an acre, more or less, part of survey No. 3234.

Appraised at.

|  |                    |           |                         |
|--|--------------------|-----------|-------------------------|
| First Tract including the one acre tract | \$31 <sup>00</sup> | per acre, | \$1891 <sup>00</sup>    |
| Second " so described                    | \$25               | " "       | \$1250 <sup>00</sup>    |
| Third " " "                              |                    |           | <u>300<sup>00</sup></u> |
|  |                    |           | 3441 <sup>00</sup>      |

and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the seal of the said Court, at Marysville, this 18<sup>th</sup> day of September A.D. 1896.  
 J. N. Gosnell Clerk.

Afterward on the 27<sup>th</sup> day of October A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

Sheriff's Return.

|                  |       |
|------------------|-------|
| Sheriff's Fees   | \$ 36 |
| Service          | 25    |
| Mileage          | 2 40  |
| Copy to Prisoner | 25    |
| Poundage         | 2 07  |
| Return           | 25    |
| Total            | 5 22  |
| Mortgage         | 2     |
| Total            | 7 22  |

The State of Ohio, Union County, ss.  
 I received this Order of Sale on the 19<sup>th</sup> day of September, 1896, and in obedience to the command of the same, I did, on the 23<sup>rd</sup> day of September, 1896, cause to be advertised in the Marysville Tribune a newspaper printed and published and of general circulation in Union County, said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 24<sup>th</sup> day of October, 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 notice, I did, on said 24<sup>th</sup> day of October, A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and there came Frank L. Hysteria who bid for the third tract, Two Hundred Seventy-six (\$276.00) Dollars, and said sum being over two-thirds of the appraised value thereof, and said Frank L. Hysteria being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for the said sum of Two Hundred Seventy-six Dollars.

The first and second tract not sold for want of bidders.  
 J. N. Gosnell Sheriff  
 Union County, Ohio.

Partition Notice

On the 8<sup>th</sup> day of Sept. A.D. 1896, the following Notice was filed, which should have preceded the Writ of Partition, Answer of Mary Hysteria Entry and Order of sale, in this Record.  
 Simon P. Hysteria, of Custer City, Union County and State of Pennsylvania, and Marquis L. Hysteria, whose residence is

unknown, will take notice that Frank L. Hyzette, of the County of Union and State of Ohio, did on the 27<sup>th</sup> day of April, 1896. file his petition in the Court of Common Pleas within and for the County of Union, in said state of Ohio, against the said Simon P. Hyzette and Marquis L. Hyzette and others: setting forth that the said Frank L., Simon P., William S. and Marquis L. Hyzette are the heirs-at-law of Henry Hyzette, deceased, and that said Mary Hyzette is the widow and that the said Henry Hyzette died seized of the following real estate, to-wit:

Situate in the County of Union and State of Ohio and part of Survey No. 3239 and more particularly described in a deed from James F. Cory and wife to said Henry Hyzette, of date October 2<sup>nd</sup> 1865, and containing 61 acres more or less except one acre deduced by said Cory to Mary Jane Thompson, said deed to said Henry Hyzette is recorded in Vol. 25, Page 347, Union County records of deeds, to which reference is made for more particular description.

Also the following described premises situate in said County of Union, State of Ohio, and in survey No. 3239, containing one acre more or less and described in a deed from Mary Jane Thompson to said Henry Hyzette, of date March 30<sup>th</sup> 1874, and recorded in Vol. 39, page 372, Union County Record of Deeds, to which reference is hereby made.

Also the following described premises situate in said County of Union and state of Ohio, and part of Survey No. 3236, containing 50 acres, more particularly described in a deed of Caleb F. Beams and wife to said Henry Hyzette, of date November 5<sup>th</sup> 1874, and recorded in Vol. No. 40, page 223, Union County Record of Deeds to which reference is made for more particular description.

Also the following real estate situate in the said County of Union and in Survey No. 3234, containing one-eighth (1/8) of an acre, more or less, and more particularly described in a deed from Ellen and George Dever to said Henry Hyzette, of date August 17<sup>th</sup>, 1885, and recorded in Vol. 55, page 113, Union County Record of deeds, to which reference is made for more particular description.

The plaintiff in his petition demands partition of said premises above described among said heirs-at-law of said Henry Hyzette, deceased, and the assignment of dower therein to the said Mary Hyzette or other order or orders taken in that behalf pursuant to the statute.

The said Simon P. Hyzette and Marquis L. Hyzette are required to answer said petition by the 27<sup>th</sup> day of June, 1896.

Porter Porter,

Attorneys for Plaintiff.

Dated May 6, 1896.

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

Affidavit of Printer.

Sherriff's Sale. 7107

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Keaysville Tribune, a newspaper of general circulation in the County of  
Knox, the first publication beginning with May 6, 1896.

W. S. Shearer.

Sum to and subscribed before me, this 9<sup>th</sup> day of  
September, 1896.

J. N. Cornell Clerk.

Printers Fee, \$27<sup>00</sup>.

Sherriff's  
Sale.  
7104

On the 2<sup>th</sup> day of November A.D. 1896, the following Notice  
of Sheriff Sale was filed, to-wit:

Frank L. Hyzert vs. Mary Hyzert et al  
County of Common Pleas,  
Knox County, Ohio

By virtue of the above stated writ to me directed  
from the Court of Common Pleas, of Knox County, Ohio, I will offer  
for sale at the south door of the Court house, in Keaysville, Ohio,  
on Saturday, October 24, 1896, at or about the hour of one O'clock P. M.  
on said day the following described real estate, to-wit:

Situate in the Township of York, County of Knox and  
State of Ohio, and bounded and described as follows:

Part of survey No. 3239, beginning at a hickory Elm,  
beech, maple and sugar tree corner to said survey: Thence  
N. 88<sup>o</sup> 30' E. 109 poles and 22 links to a blue ash: Thence S. 72<sup>o</sup> E. 88  
poles and 20 links to a hick and sugar tree: Thence S. 83<sup>o</sup> 30' E. 109  
poles 22 links to three beeches: Thence N. 72<sup>o</sup> E. 88 poles and 20  
links to the beginning, containing sixty-one (61) acres more or less,  
except one acre divided by James F. Gray and wife to Mary  
Jane Thompson, which is described as follows:

Commencing at a stake in the center of the County  
road from Newton to Long Mills and in the north line of said  
lot and southwest corner to C. Toby's land: Thence S. with the  
center of said road 8 poles: Thence parallel with N. line 20 poles:  
Thence N. parallel with said road to said N. line: Thence west  
with said C. Toby's land to the beginning, containing one acre.

Also the following described premises, situate in the  
County of Knox, and State of Ohio, part of survey No. 3239,  
described as follows:

Beginning at a stake and stone in the center of  
the County road leading from York Center to Newton, and in  
the original north line of said survey: Thence with said line E.  
16 poles to a stake and stone: Thence S. parallel with said road  
10 poles to a stake and stone: Thence N. parallel with said original  
north line 16 poles to the center of said road, 10 poles to the be-  
ginning containing one acre.

Also the following described real estate situate in the  
County of Knox and State of Ohio, and Township of York, and  
part of survey No. 3236, and described as follows:

Beginning at a stake and stone in the north line of  
said survey, and Northwest corner of a lot of 60 acres conveyed  
by James Dickerson and wife to George Davis: Thence with the west

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line of said lot South 82° East 80 poles to a stone; thence with the South line of said lot South 82° East 120 poles to a stake and stone Southeast corner to said lot; thence North 82° East 80 poles to a stake and stone in the north line of said survey; thence North 82° East 120 poles to the beginning. Except 10 acres added to A. C. King on the 15th day of May, 1872, one of the Northwest corner of said land, the conveyed by the present being 50 acres.

Also the following real estate, situated in the County of Lennox and State of Ohio, and in York Township, and described as follows:

Beginning at a stake in the center of the York Center and Newton gravel road and Northeast corner to a lot conveyed L. D. Knight by L. D. Knight now owned by F. L. Hyzotte; thence with F. L. Hyzotte's north line 88° 33' poles to the Northwest corner of said lot; thence North on a straight line with the west line of said Hyzotte lot 50 feet; thence East parallel with his south line to the center of said York Center gravel road; thence with said road South 2 1/2, East 50 feet to the beginning containing one eighth of an acre more or less, part of Survey No. 3234.

First tract, including the one acre tract, Appraised at \$3100 for acre \$189100.  
Second so described, appraised at \$2500 for acre \$125000.  
Third, appraised at \$3000  
\$344100

September 23, 1896.

Wm. Swoyers Sheriff of Lennox County, Ohio.

Afterward on the 16th day of November A. D. 1896, the following Entry was filed, to-wit:

Entry 7104  
Frank L. Hyzotte vs Mary Hyzotte et al  
Court of Common Pleas, Lennox County, Ohio.

On return to the Court, and upon producing the return of the Sheriff of his proceedings, and sale made by him of a part of the premises, under the former order of this Court, to-wit, the third and last tract described in plaintiffs petition and being the 18 of an acre therein described, and the Court on examination being satisfied that said sale has been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed.

And the Sheriff is ordered by due duty executed to convey said premises to the purchaser Frank L. Hyzotte in fee simple, free from the dower of the said Mary Hyzotte. She the said Mary Hyzotte having asked that in lieu of her dower, that its value be paid and secured to her in money, and the Court find the just and reasonable value of her dower interest to be \$

It is further ordered that out of the proceeds of said sale the Sheriff pay-

1st. The taxes due on said premises:

Alias Order of Sale in Partition.

Portion for to the one to be secured more as to in for sing To it more thence find and L. i 8th into part Aug. poles and 109 and more Mary road lot, of thence said Lennox foll the the C. 10

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2<sup>nd</sup>. The costs herein made including a Counsel fee to Porter Esq  
 Porter of \$78.<sup>25</sup>:

3<sup>rd</sup>. To the said Mary Hyzette, Widow, the sum of \$ as and  
 for her full downer interest in said premises:

4<sup>th</sup>. And of the residue of the proceeds <sup>of said sale</sup> part of downer payment  
 to the said Simon P. Hyzette; one-fourth of the cash proceeds and  
 one fourth of the notes and securities for the deferred payment-  
 to William S. Hyzette, a like one-fourth of said money, notes and  
 securities, and to Marquis L. Hyzette a like one-fourth of said  
 money, notes and securities, and as to the premises not sold, and  
 as to all other questions this cause is continued.

For the amount of the widows downer see Entry in this case  
 in Journal 18, Page 15.

Alias  
 Order of  
 Sale in  
 Partition.

Afterward on the 27<sup>th</sup> day of October A. D. 1896, the follow-  
 ing Alias Order of sale in Partition was issued:

The State of Ohio, Linn County, ss,  
 To the Sheriff of said County: Greeting:

Whereas, In pursuance of the order of our Court of Com-  
 mon Pleas, within and for said County, at the September Term  
 thereof, A. D. 1896, in a certain Petition for Partition, at that time  
 pending in said Court, wherein Frank L. Hyzette was petitioner,  
 and Mary Hyzette, Simon Hyzette, William Hyzette and Marquis  
 L. Hyzette respondents, a writ issued out of said Court, on the  
 8<sup>th</sup> day of September, for the sale of the lands and tenement-  
 ents in said petition described, to-wit:

Situate in the County of Linn, and State of Ohio,  
 part of survey No. 3239, and described as follows.

Beginning at a Hickory, Elm, Buckeye, Ironwood and  
 Sugar tree, N. E. corner to said survey: Thence N. 83° 30' W. 109  
 poles and 22 links to a blue ash: Thence S. 70° W. 88 poles  
 and 20 links to a beech and sugar tree: Thence S. 83° 30' E.  
 109 poles and 22 links to three beeches: Thence N. 7° E. 88 poles  
 and 20 links to the beginning, containing Sixty-one acres  
 more or less.

Except one acre deduced by James F. Corey and wife to  
 Mary Jane Thompson, which is described as follows.

Commencing at a stake in the center of the County  
 road, from Newton to Long Mills, and in the N. line of said  
 lot, and S. W. corner to C. Loby's land: Thence S. with the center  
 of said road 8 poles: Thence E. parallel with N. line 20 poles:  
 Thence N. parallel with said road to said N. line: Thence N. with  
 said C. Loby's land to the beginning containing One acre.

Also the following described premises, situate in the County of  
 Linn and State of Ohio, part of Survey No. 3239 described as  
 follows:

Beginning at at a stake and stone in the center of  
 the County road leading from York Center to Newton, and in  
 the original north line of said survey: Thence with said line  
 E. 16 poles to a stake and stone: Thence S. parallel with said

road 10 poles to a stake and stone; thence N. parallel with said original north line 16 poles to the center of said road; thence south with the center of said road 10 poles to the beginning containing one acre.

Also the following described real estate situate in the County of Union and State of Ohio, and Township of York, and part of survey No. 3236. and described as follows:

Beginning at a stake and stone in the north line of said survey and N. W. corner of a lot of 60 acres conveyed by Moses Dickerson and wife to George Davis; thence with the West line of said lot S. 82° W. 80 poles to a stone; thence with the S. line of said lot S. 82° E. 120 poles to a stake and stone. S. E. corner to said lot; thence N. 82° E. 80 poles to a stake and stone in the south line of said survey; thence N. 82° W. 120 poles to the beginning, except 10 acres deeded to A. C. Knopf on the 15th day of May, 1872, out of the N. W. corner of said land, the amount conveyed by these premises being 50 acres.

And whereas an sale was had under said order, it is therefore commanded you, that you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to-wit: First tract \$1891.00, second tract \$1250.00, 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 the said Court, this 27th day of October, A. D. 1896.  
J. N. Gosnell Clerk.

Afterward on the 14th day of December A. D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

|                    |                    |    |     |
|--------------------|--------------------|----|-----|
| Sherriff's Return. | Sherriff's Fees    | 8  | cts |
|                    | Service            | 25 |     |
|                    | Mileage            | 2  | 40  |
|                    | Copy to Printer    | 25 |     |
|                    | Poundage           | 8  | 71  |
|                    | Return             | 25 |     |
|                    | Total              | 11 | 86  |
|                    | Mortgage Recording | 4  | 00  |
|                    | Total              | 19 | 86  |

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and in general circulation in Union County, Ohio; and on the 28th day of November, A. D. 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;

First tract sold to Lewis B. Fidelity for the sum of \$1262.40.  
Second tract sold to A. J. Staley for the sum of \$900.00.  
Said sum being more than two-thirds the appraised value; and they being the highest and best bidders were declared the purchasers.

J. C. Ingersoll Sheriff.

Sherriff's Sale. 7107

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Sherriff's Sale. 7104

On the 4<sup>th</sup> day of January A.D. 1897, the following Notice of Sheriff's Sale was returned:

Porter & Porter, Attorneys.

Frank L. Hyester vs

Court of Common Pleas Union County, Ohio.

Mary Hyester et al

By virtue of the above stated writ so 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 Mansfield, Ohio, on Saturday, November 28, 1896, at or about the hour of one O'clock P. M. on said day the following described real estate, to-wit:

Part of Survey No. 3239, beginning at a hickory, Elm, buck-eye, ironwood and sugar tree corner to said survey: Thence N. 82° 30' W. 109 poles and 22 links to a blue ash: Thence S. 72° W. 88 poles and 20 links to a buck and sugar tree: Thence S. 82° 30' E. 109 poles 22 links to three beeches: Thence N. 7° E. 88 poles and 20 links to the beginning, containing sixty-one acres more or less, except one acre deduced by James F. Cory and wife to Mary Jane Thompson, which is deduced as follows:

Commencing at a stake in the center of the county road from Newton to Hunt Mills and in the north line of said lot and southwest corner to C. Toby's land; Thence south with the center of said road 8 poles: Thence parallel with north line 20 poles; Thence N. parallel with said road to said north line: Thence west with said C. Toby's land to the beginning, containing one acre.

Also the following described premises, situate in the County of Union, and State of Ohio, part of survey No. 3239, described as follows:

Beginning at a stake and stone in the center of the County road leading from York Center to Newton, and in the original North line of said survey: Thence with said line East 16 poles to a stake and stone; Thence South parallel with said road 10 poles to a stake and stone; Thence West parallel with said original North line 16 poles to the center of said road, 10 poles to the beginning, containing one acre.

Also the following described real estate situate in the County of Union, and State of Ohio, and township of York, and part of survey No. 3236, and described as follows:

Beginning at a stake and stone in the north line of said survey, and northwest corner of a lot conveyed by Cassio Dickinson and wife to George Davis: Thence with the west line of said lot south 82° West 80 poles to a stone: Thence with the South line of said lot south 82° East 120 poles to a stake and stone south-east corner to said lot; Thence North 82° East 80 poles to a stake and stone in the north line of said survey: Thence North 82° West 120 poles to the beginning. Except 10 acres deduced to A.C. Hunt on the 15<sup>th</sup> day of May 1872, out of the Northwest corner of said land, the conveyed by the present being 50 acres

First tract, including the one acre tract, appraised at \$31 per acre - \$1891.  
Second tract so described, appraised at \$25 per acre \$1250  
\$3141

Wm. Swodegrass Sheriff of  
Kinnick County, Ohio.

October 28, 1896.

Affidavit  
of Prisoner

The State of Ohio, Kinnick County, ss:

The undersigned being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Kinnick, the first publication beginning with Oct. 28, 1896.

W. D. Shearer

Sworn to and subscribed before me, this 4th day of Jan. 1897,  
J. N. Conrad Clerk.

Prisoner Fee, \$28.00

Afterward on the 4th day of January A. D. 1897, the following Entry was filed, to-wit:

Entry  
7104

Frank L. Ryzotte vs  
Mary Ryzotte et al  
Court of Common Pleas  
Kinnick County, Ohio

This day on motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sales made by him under the former order of the Court, and the Court on examination being satisfied that the same have been in all respects according to law: the said proceedings and sales are hereby approved and confirmed.

And it appearing to the Court that since the sales of the lands herein, the term of office of Wm. Swodegrass, the then Sheriff has expired, it ordered that J. Ed. Robinson the present Sheriff execute to the purchaser Lewis R. Fitch a deed in fee simple for the lands so sold to him, to-wit, the tract described as the "First tract" of 61 acres including the one acre therein described.

And also to execute and deliver to the purchaser Aquilla T. Staley a like deed in fee simple for the lands so sold to him, to-wit, the tract designated as the "Second tract" of 50 acres, said deeds to be so made free from the dower of said Mary Ryzotte, she the said Mary Ryzotte having by her answer waived her dower by oath and bounds and asked that she be allowed her dower in money, and the Court find the reasonable value of her dower in all the real estate sold in this action including the 18 acre heretofore sold to be \$187.76.

It is further ordered that from the proceeds of said sales the Sheriff pay:  
1st The taxes and penalty due on said premises.

2nd The costs of this action including a counsel fee to Porter Porter for services herein taxed at \$ 78.76.

3rd To the said Mary Ryzotte widow, the said sum of \$187.76 being the amount of the sum above fixed in said three tracts of land so sold for her full dower interest in said three tracts above mentioned.

4th And of the residue of the proceeds of said sales; To the plaintiff, Frank L. Ryzotte one-fourth of the cash

Petition  
6917

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To William A. Ryzotte a like one-fourth of said money, profits  
and securities.

To Marquis L. Ryzotte a like one-fourth of said money, profits  
and securities.

And to Simon P. Ryzotte a like one-fourth of said money, profits  
and securities.

Attest

J. M. Gosnell

Clerk.

John A. Gosnell

Deputy

Case 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 Hon-  
orable John A. Price, Judge of said Court, of the Term of January,  
1897: on the 3<sup>rd</sup> day of January in the year of our Lord One  
Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 11<sup>th</sup> day of  
May a. d. 1896, The Village of Marysville, Ohio, filed in the Clerk's  
office of the said Court of Common Pleas, the following Petition  
against The Toledo and Ohio Central Railway Company, to-wit:

Petition  
6917

The Village of  
Marysville, Ohio,

vs

The Toledo & Ohio Central  
Railway Company.

Court of Common Pleas,

Union County, Ohio.

The plaintiff is a municipal corporation duly  
organized under the laws of Ohio, and says:

That the Toledo and Ohio Central Railroad Company  
is a corporation duly organized under the laws of Ohio, and  
on and before the 1<sup>st</sup> day of January 1894 owned and operated  
a certain railroad known as the Toledo and Ohio Central Railway  
Company with tracks, cars, locomotives and other appurtenances thereto  
belonging, and that said tract of said defendant was before on  
and since said day and year located in and through a portion  
of the said Village of Marysville, Ohio, and over which track,  
was operated before on and since said date the cars for pas-  
senger and freight and locomotives of the said defendant Rail-  
way Company.

That the said defendant Railway Company or located  
through a portion of the said Village of Marysville, Ohio, and over  
which the said defendant Railway Company on said date and  
since or operated its cars and locomotives as aforesaid, crosses

the streets of the said Village of Marysville Ohio, known and named Maple Street, Sycamore Street, Main Street and Cherry Street.

That at and between the crossing made by defendant Railway Company there was no light provided or furnished by said Railway Company before, on or since said day, though the said defendant Railway Company, had by the officers and Agents of the plaintiff the said Village of Marysville Ohio, been frequently requested to make and keep suitable lights at the said crossing in said Village of Marysville, Ohio.

The plaintiff says that about the 23<sup>rd</sup> day of February 1897, Council of the said Village of Marysville Ohio, then deemed it necessary to light the intersections where the track of the said defendant Railway Company crosses said Maple, Sycamore, Main and Cherry Streets in said Village of Marysville Ohio, by an ordinance of said last named date as authorized by law.

That by the further provisions of said ordinance the defendant Railway Company was required to light by and with Four Electric Arc lights of 2000 candle power each, at the point where the track of the defendant Railway Company crosses the streets aforesaid to-wit: at the intersection of said defendant Railway Company track with said Maple, Sycamore, Main and Cherry Streets within the limits of said Village of Marysville Ohio.

That by the further provisions of said ordinance the said lights were to be kept lighted until one o'clock A. M. according to the moonlight schedule and on cloudy nights.

That on or about the 23<sup>rd</sup> day of February, 1897 the plaintiff the said Village of Marysville Ohio, duly served the said defendant Railway Company with a notice of the passage of said ordinance by the Council of the Village of Marysville Ohio, with all its provisions and requirements, by delivering to the agent of the defendant Railway Company having in charge the property of the defendant Railway Company, including all property ground and track of said defendant company its Depot located in said Village of Marysville Ohio, and being the vice agent of the said Railway Company, whose name is Gamble Shields, a printed copy of the said ordinance.

The plaintiff the Village of Marysville Ohio, says that the defendant Railway Company for more than twenty days after the said notice of the aforesaid ordinance on said agent of the said defendant Railway Company <sup>neglected and refused</sup> to construct or supply the light or lights so required to be constructed and supplied by the said defendant Railway Company in and by said ordinance or any lights at the intersections of said defendant Railway Company said track with Maple, Sycamore, Main and Cherry Streets, within the limits of the said Village of Marysville, Ohio.

That the said ordinance also provided that in case said defendant Railway Company should refuse for twenty (20) days after the day of the service of the notice of said ordinance

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on said agent of said defendant Railway Company to place said lights so named and as described by said ordinance at the aforesaid intersections with said Streets, that the Council of the Village of Marysville Ohio, by the members composing a committee, having in charge and the superintendency of all matters pertaining to the lighting of said Village of Marysville Ohio, should construct and place at the intersections or crossings on said streets the Electric Arc lights described in said ordinance.

That after the expiration of twenty days from said notice to the defendant Railway Company of the passage and promulgation of said ordinance, the members of the Council composing the Committee aforesaid of said Village of Marysville Ohio, having in charge the lighting of the same, constructed of the kind, quantity and quality authorized and required by the aforesaid ordinance Electric Arc lights at and placed the same quite near and over the point where the track of the defendant Railway Company crosses said Maple, Lysamore, Main and Cherry streets in the Village of Marysville Ohio.

That the reasonable price of said light was \$6<sup>46</sup> per light a month, and that the said Village of Marysville Ohio, has furnished the said lights at said crossings of said streets continually from May 1<sup>st</sup> 1894 until May 1<sup>st</sup> 1895.

That said defendant Railway Company has neglected and refused to pay for the same, though it has been frequently requested by the said Village of Marysville Ohio, to pay the same.

That on the 3<sup>rd</sup> day of April 1894, the Council of said Village of Marysville Ohio, adopted and passed a resolution directing the said Committee having in charge the lights and lighting of said Village of Marysville Ohio, to have placed at each of said crossings where the track of said defendant Railway Company intersects with the Streets aforesaid, the lights named in said ordinance at the expense of \$6<sup>46</sup> per light a month, which expense should be due and payable from said defendant Railway Company every three months (or quarterly) commencing on said 1<sup>st</sup> day of May 1894, and that the same be made a lien on the property of the defendant Railway Company which Resolution was duly published according to law, and that after the adoption of said resolution the said lights were placed at and over the said crossing by the said Council as aforesaid.

The plaintiff says there is due from the said defendant Railway Company to the said Village of Marysville Ohio, and remaining unpaid the sum of \$387<sup>60</sup> for which sum with interest thereon from May 1<sup>st</sup> 1895.

The said Village of Marysville Ohio, asks judgment against said defendant Railway Company.

D. W. Byers  
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

A. H. Kalfrath being first duly sworn, says, that he is the duly elected and qualified Mayor of the Village of Marysville

This, and now acting as such; that the facts stated and allegations contained in the foregoing petition are as he believes true.

A. H. Kollerath.

Sworn to before me and signed in my presence by the said A. H. Kollerath, this 11th day of May, 1894.

John B. Bondrick  
Notary Public Union County, O.

Club-

Receipts.

Issue Summons on the petition in the above case to the Sheriff of Union County, Ohio, returnable according to law:

Endorse "Action for Money" Amount claimed \$387.00 with interest from May 1st 1895.

D. L. Rogers  
Atty. for Plaintiff.

Afterward on the 11th day of May A.D. 1895, the following Summons was issued, to wit:

Summons.

The State of Ohio, Union County,  
To the Sheriff of Union County:

You are hereby commanded to notify the Toledo and Ohio Central Railway Company that they have been sued by the Village of Marysville Ohio, in the Court of Common Pleas of Union County, and must answer by the 8th day of June 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 30th day of May, A. D. 1895.

Witness my hand and the seal of said Court, this 11th day of May A. D. 1895.

J. N. Gosnell Clerk.

Afterward on the 17th day of May A.D. 1895, the Sheriff of said County returned said Summons to the Club's office in said County, which return is as follows:

Sheriff's Return

|                  |     |
|------------------|-----|
| Sheriff's Fees   | cts |
| Service & Return | 50  |
| Mileage          | 32  |
| Copy             | 15  |
| Total            | 97  |

The State of Ohio, Union County,  
Received this writ May 13th A. D. 1895, at 2 O'clock P. M. and served same by delivering a true copy of this writ with the endorsements thereon to Gambel Shields who is ticket agent of the Toledo and Ohio Central Railway in Union County, the President of said Railway does not live in Union County, and there is no general office in Union County of said R. R. Served this 14th day of May, 1895.

James Swadgrass Sheriff.

Afterward on the 17th day of April A.D. 1896, the following Demurrer was filed to wit:

The Village of Marysville

vs  
Court of Common Pleas  
Union County, Ohio.

The Toledo & Ohio Central Railway Co.

Now comes the defendant and demurrer to

Demurrer  
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to the plaintiffs petition and for ground of demurrer says:

1- Said petition avers that the only notice of the passage of any ordinance by plaintiff requiring defendant to light its road in said village was served on Gamble Shields the ticket agent of said Company which officers was as appears by said petition not an authorized officer to receive said notice, not being an officer who "is the owner or part owner, or having possession, charge or management of said Railway" and therefore the notice so served as alleged was void and said petition in that respect does not state facts sufficient to constitute a cause of action.

2- The said petition is otherwise defective and insufficient and does not state facts sufficient to constitute a cause of action.

Therefore defendant prays judgment &c.

Robinson & Cordburn  
Attorneys for defendant

Afterward on the 14th day of January A.D. 1896, the following entry was filed, to-wit:

County of Wayne, Michigan, vs The Toledo and Ohio Central Railway Co.

Court of Common Pleas,  
Wayne County, Mich.

This day came the parties and submitted this cause to the court on an agreement of settlement of this cause whereby the defendant agrees to pay to the plaintiff for the lights furnished by plaintiff at the points mentioned in the petition, at the rate of Two Hundred Dollars per year commencing May 3rd 1894, and payable one half at the end of <sup>every</sup> six months so long as the lights are furnished or other satisfactory arrangements are made between plaintiff and defendant, and if the rate shall be reduced with the light company the defendant is to have the rateable reduction.

Therefore it is considered and adjudged by the court that said agreement be and it is hereby confirmed and the plaintiff recover of defendant the sum of three hundred dollars due Nov. 3rd 1895, and pay the further sum of One hundred dollars every six months thereafter and plaintiff by agreement is to pay the cost.

Attest  
J. M. Hosnell  
Clerk.  
J. A. Hosnell  
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Pleas continued and held at the Court House in  
Marysville, within and for the County of Union, in the Fourth 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 9<sup>th</sup> day of September in the year of our  
Lord One thousand Eight hundred and Ninety Five.

Be it remembered that hereupon to-wit, on the 14<sup>th</sup> day of  
March A.D. 1894, The Board of Infirmary Directors of Champaign County  
Ohio vs The Board of Infirmary Directors of Union County Ohio, filed  
in the Clerk's office of the said Court of Common Pleas, the following  
Petition against the Board of Infirmary Directors of Union County Ohio, to-wit:

Petition  
6682

The Board of Infirmary Directors  
of Champaign County, Ohio.  
vs  
The Board of Infirmary Directors  
of Union County, Ohio.

Court of Common Pleas  
Union County, Ohio.

Now comes the Board of Infirmary Directors  
of Champaign County, Ohio, and says their cause of action against  
the defendant, the Board of Infirmary Directors of Union County, Ohio,  
is founded upon an account, a copy of which is hereto annexed,  
marked Exhibit "A" and made a part of this petition.

That said account is for public relief furnished by  
plaintiff to one William Eli Spencer, a pauper, whose legal settlement  
was at the time of furnishing said relief in Union County, Ohio:

That on March 29<sup>th</sup> 1893, this plaintiff was duly notified  
by the Township Trustees of Rush Township, Champaign County, Ohio,  
that said William Eli Spencer was sick in said Township with  
Typhoid Fever and required public relief, and the services of a phy-  
sician; that afterwards said Township Trustees duly notified this  
plaintiff that said William Eli Spencer had a legal settlement  
in Union County Ohio, but at that time the said pauper's health  
would not permit of his removal to the Infirmary of Union County.

The plaintiff further says that within twenty days after it  
had been advised of said pauper's residence and within ninety days  
after the relief had been afforded said pauper, as charged in  
said account, the plaintiff sent a written notice to the defendant  
that William Eli Spencer a pauper, whose legal settlement was in  
Union County, was being afforded public relief by plaintiff, through  
the Trustees of said Rush Township, and that plaintiff expected pay-  
ment therefor from the defendant.

Plaintiff says that an account for the relief, so as  
aforesaid furnished said pauper, was made out and duly  
presented to said defendant Board and payment demanded; but  
that defendant rejected said account and failed and refused to  
pay the same.

Wherefore plaintiff prays judgment against the defendant  
for the amount of said account to-wit: the sum of \$183.50  
with interest thereon from the 27<sup>th</sup> day of May A.D. 1893, for costs  
and for such other and further relief as in law or equity it may  
be entitled to, etc.

By His Honor the Clerk, Clerk for Plf.

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Afterward on the 24<sup>th</sup> day of March A.D. 1894, the following summons was returned at the Clerk's office by the Sheriff of said County as follows:

The State of Ohio }  
 Union County. }

Sheriff's Return.

Received this writ March 14<sup>th</sup> 1894, at 6 o'clock P.M.

|                  |     |
|------------------|-----|
| Sheriff's Fee    | 25  |
| Sheriff's Return | 50  |
| Mileage          | 40  |
| Copy             | 15  |
| Total            | 130 |

and served same by delivering a true copy of this writ with the endorsements thereon to the President of the Board of Infermary Directors of Union County personally on the 24<sup>th</sup> day of March, 1894,

Wm. Swadgrass Sheriff

Sheriff's Return.

Entry of allowance for filing of Bill of Exceptions 6682

Afterward on the 28<sup>th</sup> day of December A.D. 1894, the following answer was filed, to-wit:

The Board of Infermary Directors of Champaign County Ohio, vs. The Board of Infermary Directors of Union County Ohio.

Court of Common Pleas, Union County Ohio.

Answer 6682

And now come the said defendants and for answer to plaintiffs petition herein filed says: that it admits that an account for the relief claimed to have been furnished by said plaintiff for said William Eli Spencer was made out and presented to said defendant and was rejected by said defendant; and defendant denies each and every other allegation in said petition contained.

W. L. Hoopes Attorney for Defendant.

The State of Ohio, County of Union, ss.

A. J. Whitney, one of the members of said Board, defendant, being sworn makes oath that the facts stated in the foregoing answer are, as affiant believes, true.

Sworn to by said A. J. Whitney before me and signed by him in my presence this 28<sup>th</sup> day of October A.D. 1894.

J. E. Griffith Notary Public

Agreed Statement of Facts 6682

Afterward on the 12<sup>th</sup> day of October A.D. 1895, the following entry was filed in the Clerk's office, to-wit:

The Board of Infermary Directors of Champaign County, Ohio, vs. The Board of Infermary Directors of Union County, Ohio.

The Court of Common Pleas, Union County, Ohio.

Entry 6682

This day came the parties above and a jury being waived, this cause was submitted to the Court upon the pleadings and an agreed statement of facts. On consideration whereof the Court find on the issue joined for the defendant.

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It is therefore considered and adjudged by the Court that the defendant go hence without day and recover from the plaintiff its costs herein expended taxed at \$ and execution is awarded for the same, to which finding of the Court plaintiff excepts, and also hereby gives notice of its intention to appeal this cause to Circuit Court, and appeal bond is fixed to the amount of \$

Entry of allowance & filing of the Bill of Exceptions was filed on the 22<sup>nd</sup> day of November A.D. 1896.  
The Board of Infirmary Directors of Champaign County, Ohio  
vs  
The Board of Infirmary Directors of Union County, Ohio

Court of Common Pleas,  
Union County, Ohio.

The Board of Infirmary Directors of Union County, Ohio.

This day the plaintiff prepared and presented to the Court his certain bill of exceptions, which the Court allowed and signed, and ordered the same to be filed with the pleadings as part of the record herein, but not to be spread upon the Journal - Bill of Exceptions filed.

Approved  
John A. Price Judge.

Attest  
P. M. Gosnell  
Clerk.

For Agreed Statements of fact: See below.

Agreed Statement of Fact:  
6682

The Board of Infirmary Directors of Champaign County, Ohio,  
vs  
The Board of Infirmary Directors of Union County, Ohio.

State of Ohio, Union County, ss:

In the Court of Common Pleas,

On March 27<sup>th</sup> 1893, one William Eli Spencer a pauper aged 19 years at that time, became and was sick with typhoid fever, in Rush Township, Champaign County, Ohio:

That on said March 27<sup>th</sup> 1893, the trustees of said Rush Township were duly notified that said William Eli Spencer, was in a condition requiring public relief; that they visited him and made inquiry as to his settlement as required by statute, and were informed by him that he had just come to Champaign County from Franklin County, Ohio, where he had resided for some years.

The warrant of the trustees of Rush Township to the Infirmary Directors of Champaign County was made out and sent to them on March 29<sup>th</sup> 1893, and the Infirmary Directors of Franklin County were notified at once.

Franklin County Infirmary Directors denied that said William Eli Spencer had any settlement there, and the matter was referred to the trustees of Rush Township and D. R. Emmons, O. D. the attending

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Defendant,  
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physician, to ascertain if possible, the settlement of said William Eli Spencer.

From information derived from the boy they again reported his residence at Columbus, Ohio.

This was on May 6<sup>th</sup> 1893; further correspondence and investigation ensued, and some time during the first week in June it was learned that the boy had formerly been an inmate of the Childrens Home of Union County, Ohio.

Accordingly the Clerk of the Champaign County Board of Infirmary Directors sent notice to the Board of Union County Infirmary Directors concerning the said Spencer on June 6<sup>th</sup> 1893, in the mean time the said William Eli Spencer, not being in a condition to be moved, was cared for in Rush Township on an expense of \$183.00.

On December 14<sup>th</sup> 1893, the Champaign County Board of Infirmary Directors sent an itemized bill for the amount expended in caring for said Spencer to the Board of Infirmary Directors of Union County, O. and demanded payment thereof, which they refused on Dec. 30<sup>th</sup> 1893.

Whereupon this suit was brought to recover said amount of \$183.00 and interest and costs &c.

William Eli Spencer was born of William H. Spencer and Elmira C. Spencer in June 1874; for some time prior to April 29<sup>th</sup> 1883 said William H. Spencer and Elmira C. Spencer were residents of Union County, Ohio; on said April 29<sup>th</sup> 1883, said William H. Spencer father of said William Eli Spencer and husband of said Elmira C. Spencer abandoned his family and left for parts unknown.

On July 5<sup>th</sup> 1883, William Eli Spencer was placed in the Union County Infirmary where he remained until he was duly committed to the Childrens Home of said Union County, where he remained until July 5<sup>th</sup> 1885, when he ran away and was never an inmate of said Childrens Home.

On April 14<sup>th</sup> 1886, Elmira C. Spencer the mother filed a petition for divorce in Union County Common Pleas Court; said cause being No. 3086 on the docket of said Court, against the father said William H. Spencer, on the ground of "willful absence since April 29<sup>th</sup> 1883."

Plaintiff in that case made affidavit that defendants residence was unknown, and service was had by publication.

On June 11<sup>th</sup> 1886, the Court finding that Elmira C. Spencer was a resident, in good faith, of Union County, Ohio, granted her an absolute divorce from said William H. Spencer, but made no order concerning the minor children; the said William Eli Spencer among the others.

The said Elmira C. Spencer afterward married and is now dead, and was dead some time prior to the time of furnishing said relief; but the said William Eli Spencer, so far as is known, never lived with his mother after leaving the said Childrens Home.

After leaving the Union County Childrens Home said

William Eli Spencer went to Franklin County Ohio, and thence to Champaign County in March 1893, where he was immediately taken sick.

The residence of the father was unknown at the time of furnishing the relief and until after notice to the Union County Board of Infermary Directors and the rejection by them of the claim and the bringing of this suit; but it is now known that he lived at Donnellan, Montgomery County, Illinois.

The son William Eli Spencer never lived with the father, and so far as is known, never saw the father between the time of the abandonment of the father of his family and the beginning of this suit.

The father had acquired a residence in Gisham Twp. Montgomery County, Ill. at the time of furnishing of relief to the son, he still resides there and no public relief has been furnished the father during the last 4 years by said Gisham Twp. Montgomery County, Ill.

It is further agreed that in case judgment shall be given against Union County, it shall be for \$160.00 in full for the amount claimed in the petition.

No public relief has been furnished either the father or said William Eli Spencer by Union County, Ohio, for more than a year prior to the furnishing of the relief herein sued on so far as known to either plaintiff or defendant.

Attest

J. M. Gosnell  
Clerk

J. A. Gosnell  
Deputy



Please continued and held at the Court House in Mansville, within and for the County of Linn, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Down Judge of said Court, of the Term of January, to-wit; on the 4<sup>th</sup> day January in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore to-wit, on the 11<sup>th</sup> day of April A.D. 1896, The Citizens Home and Savings Co. filed in the Clerk's Office of the said County of Common Pleas, the following Petition against Eliza J. Stoddard, to-wit:

Petition  
7090

The Citizens Home and Savings Company  
vs  
Eliza J. Stoddard

In the Court of Common Pleas of Linn County, Ohio.

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 Mansville, Ohio.

First cause of action: For a first cause of action the said plaintiff, The Citizens Home and Savings Company says:

That on the 28<sup>th</sup> day of July, 1890, the said defendant Eliza J. Stoddard made and delivered to said Company her contract, in writing, of which the following is a copy.  
\$1400<sup>00</sup> Mansville, Ohio, July 28<sup>th</sup> 1890.

Received of The Citizens Home and Savings Company, of Mansville, O., Fourteen Hundred Dollars, as a loan on 14 shares of stock, No. 382, owned by Eliza J. Stoddard in said Company. agree to pay to said Company weekly, not less than three <sup>00</sup>/<sub>100</sub> 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 \$700 Dollars per week.

Third. To the payment of the interest due on said loan, amounting to One <sup>00</sup>/<sub>100</sub> Dollars per week.

Fourth. The balance of said payments shall be credited as dues on said stock.

Said payment shall be continued until the dues or 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.

Eliza J. Stoddard.

No. 62.

The By-Laws of said Company providing for the assessments 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 Eliza J. Stoddard has paid to said Company the sum of Twelve Hundred and Forty Three and 69/100 Dollars which has been applied according to the terms of said contract as follows:

- For fines \$76.30.
- For premiums, \$216.69/100.
- For interest, \$433.29/100.

And the remainder, \$517.50, has been credited on said stock.

The dividends declared on said stock are Forty Nine and 7/100 Dollars.

The said defendant Eliza J. Stoddard has failed to make the weekly payments as agreed to be paid in said contract for over two years, the last payment having been made on said stock on the 3rd day of June, 1895.

Second cause of action:

For a second cause of action the said plaintiff, The Citizens Home and Savings Company says:

That on the 28th 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 defendant, Eliza J. Stoddard, who was then and now is an unmarried woman, executed and delivered to said plaintiff, The Citizens Home and Savings Company her mortgage deed and thereby conveyed to said Company the following described real estate:

Situate in the Village of Millford Center, County of Union, and State of Ohio.

Beginning at a stone west sixty (60) feet from the south east corner of Lot No. Twenty-One (21) in said Village; thence in a northerly direction to the Mill Race; thence in a westerly direction along the south side of said Mill Race Fifty five (55) feet; thence in a southerly direction to State Street; thence in an easterly direction along the north margin of State Street Fifty five (55) feet to the place of beginning, and being a part of In Lots Nos. 20 and 21.

For a more definite description reference is hereby made to the Recorded Plat of said Village in the Recorded Office of Union County, Ohio.

The conditions contained in said mortgage was as follows:

Provided, nevertheless, and these presents are upon this condition:

That, whereas, the said Eliza J. Stoddard has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$1400<sup>00</sup>Maysville, Ohio, July 28<sup>th</sup>, 1890.

Received of the Citizens Home and Savings Company, of Maysville, Ohio, Fifty Four Hundred Dollars, as a loan on 14 shares of stock, No. 352, owned by Eliza J. Stoddard in said County.

I agree to pay to said Company weekly, not less than Three <sup>and</sup> 7/100 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 fire insurance due on said loan, amounting to 87/100 Dollars per week.

Third. To the payment of the interest due on said loan, amounting to One <sup>and</sup> 6/100 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) Eliza J. Stoddard.

Now, if the said Eliza J. Stoddard shall pay to said Company, its successors or assigns, the said sum of money when due as set forth by said contract, then these presents shall be void.

On the 28<sup>th</sup> day of July, A. D. 1890, at 2<sup>nd</sup> O'clock P. M. said mortgage was delivered to the Recorder of said County, Ohio, for record, and was duly recorded in volume 29 page 57 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 Eight Hundred <sup>and</sup> Forty-One and 7/100 Dollars, on the 3<sup>rd</sup> day of June 1895; and the further sum provided in said contract, viz: for fines 57/100 Dollars; for premium 67/100 Dollars and for interest One <sup>and</sup> 6/100 Dollars, in all Two <sup>and</sup> 37/100 Dollars for each and every week from and after said 3<sup>rd</sup> day of June, 1895.

The said plaintiff the Citizens Home and Savings Co., therefore asks judgment against said defendant for said sum of Eight Hundred <sup>and</sup> Forty-One <sup>and</sup> 7/100 Dollars, and Two <sup>and</sup> 37/100 Dollars for each and every week from and after June 3<sup>rd</sup>, 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 Eight Hundred and Forty-One <sup>and</sup> 7/100 Dollars, and Two <sup>and</sup> 37/100 Dollars additional from and after the 3<sup>rd</sup> day of June, 1895, until paid and for all proper relief in

Receipts

Summons

Sheriff's Return

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the premises.

John W. Brodick, Attorney for said  
The Citizens Home & Savings Company.

The State of Ohio,  
County of Union,

John W. Brodick, 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 W. Brodick.

Sworn to by said John W. Brodick before me and signed  
by him in my presence this 11<sup>th</sup> day of April, 1896

*(Seal)*

J. N. Gosnell, Clerk of  
Court in and for Union County, Ohio.

Receipt. To the Clerk:

Issue summons for the defendant Eliza J. Stoddard to  
the Sheriff of Union County, Ohio, returnable according to law.  
Indorse: Judgment and foreclosure of mortgage. Amount claimed  
\$841.77, and \$2.30 weekly from and after June 3<sup>rd</sup> 1895.

John W. Brodick  
Attorney for Plaintiff.

Summons.

On the 11<sup>th</sup> day of April A.D. 1896, the following Summons  
was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.  
To the Sheriff of Union County:

You are hereby commanded to notify Eliza J. Stoddard  
that she has been sued by The Citizens Home and Savings  
Company in the Court of Common Pleas of Union County,  
and must answer by the 9<sup>th</sup> 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  
20<sup>th</sup> day of April A.D. 1896.

*(Seal)*

Witness my hand and the seal of said Court,  
this 11<sup>th</sup> day of April A.D. 1896.

J. N. Gosnell Clerk.

Sheriff's  
Return.

On the 18<sup>th</sup> day of April, A.D. 1896, the Sheriff of said  
County returned said writ to the Clerk's Office in said  
County, which return is as follows:

The State of Ohio,  
Union County,

Sheriff's Return.

|               |    |    |
|---------------|----|----|
| Sheriff's Fee | \$ | 00 |
| Sw. & Ret.    |    | 50 |
| mileage       | 1  | 00 |
| Copy          |    | 15 |
| Total         | 1  | 65 |

Received this writ April 13<sup>th</sup> A.D. 1896, at 8  
o'clock A.M. and served same by handing a  
true copy of this writ with the indorsements  
thereon to Eliza Stoddard personally on the 16<sup>th</sup> day  
of April, 1896.

Wm. Snodgrass Sheriff

On the 8<sup>th</sup> day of June A.D. 1896. the following Entry was filed with the Clerk of this Court, to-wit:

The Citizens Home Ed Savings Company. | Court of Common Pleas,  
vs. | Union County, Ohio.

Entry  
No. 7090

Eliza J. Stoddard

This cause now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendant has been duly served with summons in this case, and that she is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by her to be true, and that there is due the plaintiff from the defendant on the contract in writing set forth in the petition to-wit June 8<sup>th</sup> 1896, the sum of Nine Hundred and Sixty Three Ed <sup>67</sup>/<sub>100</sub> Dollars, and the further sum of Two Ed <sup>37</sup>/<sub>100</sub> Dollars for each and every week from and after said June 8<sup>th</sup> 1896.

The Court further find that in order to secure the payments set forth in said contract in writing the said defendant executed and delivered to said plaintiff her certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 29 page 57 of the Records of Mortgages of Union County, and is a good and valid lien on said premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant the said sum of Nine Hundred and Sixty Three Ed <sup>67</sup>/<sub>100</sub> Dollars, and its costs herein expended.

And it is further adjudged and decreed that unless the defendant 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 said weekly payments of Two Ed <sup>37</sup>/<sub>100</sub> Dollars from and after June 8<sup>th</sup> 1896, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Produce for Plff.

Afterward on the 15<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

The Citizens Home Ed Savings Company. | Court of Common Pleas,  
vs. | Union County, Ohio.

Entry  
7090

Eliza J. Stoddard

This day this case was ordered by the Court to be left off the Docket, having been on a former day settled and costs paid.

Attest,

J. M. Hornell Clerk

By J. W. A. Hornell Deputy

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Please continued and held at the Court House in Mansville, 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 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 12th day of July, A. D. 1896, Solomon M. Yount filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Nancy J. Yount, to-wit:

Petition Solomon M. Yount - Court of Common Pleas  
7138 vs Union County, Ohio  
Nancy J. Yount

The plaintiff says,

That for more than the year last past he has been a resident of the state of Ohio, and at present his residence is in Miami County, Ohio.

On the 11th day of November, 1886, he was married to the defendant.

There has been born as the result of said marriage one child, to-wit, Carl D. Yount, aged 8 years, who is now with the defendant.

The plaintiff has always performed his duties as a husband.

But the defendant disregarding her duties as a wife has been and is guilty of gross neglect of duty and extreme cruelty in this to-wit:

During the month of April 1896, the plaintiff and defendant were living together at Charisburg in the County of Union, O. and the plaintiff was keeping a country store at said village, but kept his bank account at Mansville with the Union Banking Company.

The defendant intending to injure the plaintiff in his business and get possession of his money, on the 29th day of April drew a check on said Union Banking Company for the sum of \$300, and signed the plaintiff's name to the same and presented said check to said Banking Co. as the genuine check of the plaintiff and drew therefrom the sum of \$300, all of which was without the knowledge or consent of the plaintiff, and wholly unauthorized.

Within a short time the plaintiff discovered said false check and demanded of the defendant an explanation of the same, when she denied the plaintiff and declared she would have nothing more to do with him and the defendant has ever since neglected and refused to perform any of her duties as a wife, and has refused to live or cohabit with the plaintiff, and has taken pains, in the neighborhood, to ridicule and deride the plaintiff, and try to bring him into disrepute.

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The plaintiff says that all said grievances arose within the said County of Union, and that until within a short time past the plaintiff continued to reside within said County of Union, and all said causes of action then arose therein.

Therefore the plaintiff prays that he may be divested from the said defendant, and have the custody of said child, and that the defendant may be divested from all interests in the plaintiffs property and for all such other and further relief as may be equitable and just.

Cameron & Cameron  
Attorneys for Plaintiff.

Summons. On the 2<sup>nd</sup> day of July A.D. 1896, the following Summons was issued, to the Sheriff of Union County, to-wit:

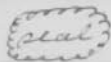
The State of Ohio, } To the Sheriff of Union County.  
Union County, ss: }

You are commanded to notify Nancy J. Yount that Solomon M. Yount 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 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 13<sup>th</sup> day of July A. D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and seal of said Court, at Mansfield, this 2<sup>nd</sup> day of July A.D. 1896.



J. N. Gosnell Clerk

Afterward on the 9<sup>th</sup> day of July A.D. 1896, the Sheriff of said County returned said Summons to the Clerks office in said County, which return is as follows:

Sheriff's Return.

|               |    |    |
|---------------|----|----|
| Sheriff's Fee | \$ | 60 |
| Service       |    | 00 |
| Copy          |    | 15 |
| Mileage       | 2  | 88 |
| Return        |    | 28 |
| Total         | 3  | 78 |

Received 9 O'clock A. M. on the 3<sup>rd</sup> day of July A. D. 1896, and on the 9<sup>th</sup> day of July A. D. 1896, I served the same by handing a true copy thereof of this writ with the endorsement thereon, together with a copy of petition to Nancy J. Yount personally.

Wm. Swograss, Sheriff.

On the 4<sup>th</sup> day of September A.D. 1896, the following Answer and Cross Petition of Nancy J. Yount, was filed, to-wit:

Solomon M. Yount vs Nancy J. Yount  
Court of Common Pleas  
Union County, Ohio.

Answer  
Ed Cross-  
Petition  
7138

The defendant herein for her answer to the petition of the plaintiff says:

She admits the marriage as set forth in the plaintiffs petition, and that Carl D. Young was born the issue of said marriage, and that the plaintiff and this defendant was living together in the village of Parisburg in said County, and that the plaintiff kept a small store in said village and an account at the bank of the Union Banking Company in Marysville Ohio.

This defendant denies each and every allegation contained in said petition.

The defendant says that for more than the year last past she has been a resident of the state of Ohio, and is now a bona fide resident of the County of Union.

On the 11th day of November, 1886, she was married to the plaintiff.

There was born the issue of said marriage Carl D. Young now six years of age.

That the plaintiff has been guilty of gross neglect of duty toward this defendant in that since the month of May 1895, he has wholly neglected and refused to provide the necessaries of life, either of board, clothing or medicine for this defendant and their said child, though well able in means and health to maintain and provide.

That this defendant has maintained herself and said child by her own labours and such small means as came to her from the estate of her former husband.

That in the month of May, 1895, the said plaintiff procured this defendant to be arrested and charged with the crime of forgery, which prosecution failed and no indictment was returned by the Grand Jury of said County.

That the said plaintiff at said time knew that this defendant was not guilty of the crime of forgery, and attempted said prosecution for the sole purpose of bringing disgrace upon and injuring the heretofore good name of this defendant in the community where herself and the said plaintiff then lived.

Since the time of said prosecution and by reason thereof it has been impossible for this defendant to live and cohabit with said plaintiff.

That during said marriage and up to near said date of May 1895, the plaintiff was guilty of extreme cruelty towards this defendant by using vile, vicious and profane language toward this defendant unfit to be pleaded herein.

That the said plaintiff procured said marriage with this defendant by falsely representing that he was possessed of large means and income, of kindly disposition and good habits; whereas in truth and fact he was wholly without means or property of any kind, was of violent and vicious temper.

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And that after said marriage he procured him- self to be appointed Administrator with the will annexed of the estate of Isaac Yane, deceased, who was the former husband of this defendant, and by falsely and fraudulently admin- istering said trust reduced to his own possession about three thousand (\$3000) Dollars of the means of said estate, and still has the same in possession and under his control.

This defendant resides near the village of Pharisburg, of said County, and on the estate of her former husband Isaac Yane, and that the members of her family are the said Carl D. Yount, and the two children of said former marriage.

That the said Carl D. Yount is of tender years of age, to wit: Six years old.

That the said plaintiff is an unfit person to have custody and control of a child of tender years.

Wherefore the defendant prays that she may be divorced from the said plaintiff and have the custody of said child awarded to her.

For alimony pendente and that upon final hear- ing she may be allowed reasonable alimony and that the plaintiff herein may be divested from all interest in the defendant's property and for other and further relief as may be equitable and just.

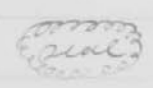
Agues Dyers  
Atty. for Defendant.

State of Ohio, Warren County, ss:

Nancy J. Yount, defendant herein says, that the facts stated in the above pleading are true as she believes.

Nancy J. Yount.

Sworn to before me and signed in my presence this 4th day of September, 1896.



J. N. Gosnell Clerk

On the 7th day of August A.D. 1896, the following motion was filed with the Clerk of this Court, to-wit:

Motion  
7138

Solomon M. Yount  
vs  
Nancy J. Yount

Court of Common Pleas,  
Warren County, Ohio.

The plaintiff moves the Court for an order striking out of the Cross-petition of the defendant all that part beginning with the words "That the said plaintiff procured said marriage" down to and including the words "was of violent and vicious temper."

Also to strike out the following, beginning with the words "And that after said marriage," down to and including the words "in possession and under his control."

For grounds of his motion the plaintiff says that the matter asked to be stricken out is irrelevant and immaterial

Notice  
7138

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and presents an insubstantial issue in the case, and is prejudicial to the plaintiff

Cameron & Cameron  
Attys. for Plaintiff.

Notice  
7138

On the 29<sup>th</sup> day of August A.D. 1896, the following Notice was filed with the Clerk of this Court, to-wit:

Solomon M. Young  
vs.  
Nancy J. Young  
Court of Common Pleas,  
Union County, Ohio.

The plaintiff in the above entitled action will take notice that on Wednesday, September the 9<sup>th</sup> 1896, the defendant herein will appear to Judge John S. Price, Judge of the Court of Common Pleas, Union County, Ohio, for alimony pendente herein.

That the same will be for hearing on affidavit.

Ayers & Ayers  
Attys. for Defendant.

Service of the above notice is acknowledged this 4<sup>th</sup> day of September, 1896.

Cameron & Cameron  
Attys. for Plaintiff.

Motion  
7138

On the 4<sup>th</sup> day of September A.D. 1896, the following Motion was filed with the Clerk of this Court, to-wit:

Solomon M. Young  
vs.  
Nancy J. Young  
Court of Common Pleas  
Union County, Ohio.

The defendant now comes and for motion herein asks the Court for an order for the plaintiff to pay the defendant reasonable alimony pendente, and for cause says she is without means to conduct her defense herein.

Ayers & Ayers  
Attys for Defendant.

Entry  
7138

On the first day of October A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Solomon M. Young  
vs.  
Nancy J. Young  
Court of Common Pleas  
Union County, Ohio.

This cause is continued on the motion and showing of the defendant and as her costs of the term.

It is therefore considered by the Court that the defendant pay the costs of this term taxed to \$

Entry  
7138

Returnable on the 5<sup>th</sup> day of March A.D. 1897, the following  
Entry was filed with the Clerk of this Court, to-wit:  
Solomon H. Young  
vs  
Nancy J. Young  
Court of Common Pleas  
Union County, Ohio.

This day came the parties and their attorneys,  
and this case came on to be heard upon the pleadings of the  
parties and the evidence, and was argued by counsel and submit-  
ted to the Court.

On consideration whereof the Court being fully advised in  
the premises finds that the defendant has been guilty of gross neg-  
lect of duty as charged in the petition, and that by reason thereof  
of the plaintiff is entitled to be divorced from the defendant; and the  
Court find against the defendant on her Answer and Cross-petition.

It is therefore considered and decreed by the Court that  
the marriage relation heretofore existing between the said parties be  
dissolved and held for naught and both parties released from the  
obligation of the same.

It is further ordered by the Court that the defendant be  
divested of all right of dower in whole or otherwise, in the real estate  
of the plaintiff and that the plaintiff be divested of all right of  
dower in whole or otherwise in the lands of the defendant and both  
parties restored to their property rights the same as if the said  
marriage relations had not existed.

It is further ordered that the care and custody of the  
child Carl Young be, until the further order of this Court com-  
mitted to the said defendant with privilege to the plaintiff to visit  
the same at reasonable times.

And it is further ordered that as long as the said defen-  
dant shall maintain the said child during its minority and until  
it shall arrive at the age of sixteen years, the plaintiff shall  
pay to the defendant toward said support and maintenance the  
sum of Fifty (\$50) Dollars per year to be paid in installments  
quarterly, beginning March 30<sup>th</sup> 1897.

And that the payment of the sum herein named shall be  
in full discharge of all obligations of the plaintiff for said main-  
tenance.

It is further ordered the plaintiff pay the costs of this  
proceedings, except the costs of defendant's witnesses which shall  
be paid by the defendant.

Ayers & Ayers  
Attys. for Defendant.

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



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Please continued and held at the Court House in Marysville, within and for the County of Union, in the South 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 4<sup>th</sup> 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 9<sup>th</sup> day of June 1890, Solomon H. Wormon filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Francis M. Gardner et al, to-wit:

Petition  
7133

Solomon H. Wormon  
vs  
Francis M. Gardner &  
Mary J. Gardner

Court of Common Pleas  
Union County, Ohio.

On the 25<sup>th</sup> day of May, 1890, the defendant Francis M. Gardner, did together with his wife, the defendant, Mary J. Gardner, who released her dower therein, duly credit and deliver to the plaintiff herein their certain mortgage deed, conveying the following Real Estate, situate in Jerome Tp. Union County, Ohio. Bounded and described as follows:

Beginning at the S. E. corner of the Township Lot running along the S. E. line of S. B. Woodburn's to the intersection in the J. S. Cury N. W. line: thence along said line 5 rods and 13 feet: thence westerly to a post in Township Lot line - thence Easterly 5 rods and 13 feet to the beginning, containing 3/4 of an acre more or less; being the same premises conveyed by John Stoll and wife to Francis M. Gardner, by deed dated July 19<sup>th</sup> 1883, and recorded in Vol. 56, page 75, Deed Records of Union County, Ohio.

Also another lot of land, in same Township, County and State. In the Village of New California, and bounded and described as follows:

Beginning at a stake in the N. E. corner of lot No. 8 in said village of New California: thence with - Street 100 feet to a stake in the front line of lot No. 7: thence back 52 1/2 feet to a stake: thence with the same bearing off the front line 100 feet to a stake in line of said lot No. 8: thence 52 1/2 feet to the beginning containing 5280 feet.

For further description, reference is made to deed from Samuel B. Woodburn to the Trustees of Jerome Township, recorded in Vol. of Deeds No. 38, page 27, Union Co. O. Deed Records.

Said conveyance contained a condition that if said defendants shall pay or cause to be paid to plaintiff or his order a promissory note of even date therewith, due one year from date, calling for seventy five dollars, with interest at 6% from date, and signed by said Francis M. Gardner, then said conveyance to be void.

Said mortgage was, on the 25<sup>th</sup> day of May, 1890, at 2-40 O'clock P. M. duly left for record with the Recorder of Union County Ohio, and was afterwards duly recorded in Vol. 35, page 310,

Deed Record of said County.

Said note is matured and wholly unpaid, the condition of said mortgage has been broken, the same has become absolute, and there is due plaintiff on said note the sum of \$75<sup>00</sup>, with interest from the 25<sup>th</sup> day of May, 1895.

Plaintiff asks that in default of payment of the amount now payable, or that may become payable before judgment or decree herein, said mortgage may be foreclosed, and said premises sold, free of all claims of defendants, and the proceeds applied to the payment of plaintiffs claim, and for such other relief as is proper.

J. E. Griffith  
Atty. for Plaintiff.

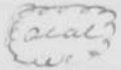
State of Ohio,  
Linn County, ss.

J. E. Griffith, being duly sworn says that he is the attorney of the plaintiff, duly authorized in the premises; that plaintiff is a non-resident of Linn County, Ohio, and that he believes the allegations in the foregoing petition are true.

J. E. Griffith.

Sworn to and subscribed before me this 9<sup>th</sup> day of June, A.D. 1896.

J. H. Tilton  
Notary Public.



To the Clerk =

Receipt.

Issue Summons in this case to the Sheriff of Linn County, Ohio, for defendants herein, returnable according to law; - Indorse - Action to foreclose mortgage.

J. E. Griffith  
Atty. for Plaintiff.

Summons

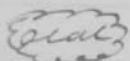
On the 9<sup>th</sup> day of June A.D. 1896, the following summons was issued to the Sheriff of Linn County, to-wit:

The State of Ohio, Linn County.  
To the Sheriff of said County:

You are hereby commanded to notify Francis W. Gardner and Mary J. Gardner that they have been sued by Solomon H. Morsmoe, in the Court of Common Pleas of Linn County, and must answer by the 11<sup>th</sup> 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 22<sup>nd</sup> day of June A.D. 1896.

Witness my hand and the seal of said Court, this 9<sup>th</sup> day of June, A.D. 1896.



J. N. Hornell Clerk  
By J. W. A. Hornell Deputy

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Afterward on the 20th day of June A.D. 1896, the sheriff returned said summons, to the Clerk's office, of Union County, Ohio, indorsed as follows:

Sherriffs Return

|                                     |       |
|-------------------------------------|-------|
| The State of Ohio Union County, ss. |       |
| Sherriff's Fees                     | \$ 40 |
| Service & Return                    | 50    |
| Mileage                             | 2 00  |
| Copy                                | 30    |
| Total                               | 2 80  |

Received this writ June 10th 1896, A.D. at 10 O'clock A. M. and served same by handing a true copy of this writ with the indorsements thereon to Mary J. Gardner on the 18th day of June, 1896. Francis W. Gardner not found.

Wm. V. Swadlow Sheriff

On the 21st day of September A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7133

Solomon H. Morrison vs. Francis W. Gardner et al. Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendant, Mary J. Gardner, has been duly served in this case, that the defendant Francis W. Gardner has duly entered his appearance herein, and that both of said defendants are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant Francis W. Gardner, on the promissory note mentioned in the petition, with interest to the first day of this term, viz: Sept. 7th 1896, \$800 subject to any credits that may have been made since the filing of this petition herein.

The Court further find that in order to secure the payment of said note, the defendants, Francis W. Gardner and Mary J. Gardner, his wife, executed and delivered to said Solomon H. Morrison, the plaintiff, their certain mortgage as in the petition described, and on the premises therein described.

That said mortgage was duly recorded in book 85, page 310, 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 is therefore 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 plaintiff herein the sum so found due as aforesaid, with interest from the 1st day of September, 1896. (Subject to any credits plaintiff may allow for payments made since the commencement of this action,) the defendants' equity of redemption be foreclosed, and said premises be sold, and that an order of sale therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise

and all said premises as upon execution, and report his proceedings to this Court for further order.

On the 23<sup>rd</sup> day of February A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry.  
7133

Solomon A. Common  
vs.  
Francis H. Gardner et al  
Court of Common Pleas,  
Union County, Ohio.

This case settled and costs paid.

Attest.

J. M. Gosnell

Clerk.

By J. M. Gosnell

Deputy.



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Please continued and held at the Court House in Mansfield, within and for the County of Linn, in the South 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 4<sup>th</sup> 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 22<sup>nd</sup> day of January A.D. 1897, Adolph Bossel Administrator ec. filed in the Clerk's office of the said Court of Common Pleas, the following Petition against H. C. Richards et al. to-wit:

Petition  
7296. Adolph Bossel, Admin  
of the estate of  
Jacob Bossel, deceased.

Court of Common Pleas,  
Linn County, Ohio.

- vs
- H. C. Richards,
- D. C. Grider,
- D. J. Lindell,
- D. S. Anderson,
- H. S. Rogers,
- C. C. W. Allister,
- C. Shaw,
- D. B. Hamilton
- Oliver Reed,
- D. B. Sudduth,
- Larry Wolford,
- Thaddeus Wood,
- D. C. Patrick,
- James Laird,
- John W. Fort,
- Thomas Moore,
- Tom Mulcahy,
- A. J. Rowe,
- Leander Culver Ed
- Delilah J. Smith
- Administrators of
- J. Smith, deceased.

On the 6<sup>th</sup> day of November 1896, letters of administration on the estate of Jacob Bossel, theretofore deceased, intestate, were by the Probate Court of Auglaize County, Ohio, duly issued to the plaintiff, who thereupon duly qualified and entered on the duties of the said office.

Defendants are indebted to the plaintiff as such Administrator on a promissory note, and is part of the assets of the estate of Jacob Bossel, of which the following is a copy, with all credits and indorsements.

Broadway Ohio, September 1<sup>st</sup> 1892.

Four years after date, for value received, one or either of us, promise to pay the Kenton Importing Company, or order, Six Hundred and Sixty Six Dollars at the Kenton Savings Bank, Kenton Ohio, with interest at 6 per cent per annum,

interest payable annually.

H. C. Richards, D. S. Crider, John Mulcahy, D. S. Grindell,  
O. Shaw, A. J. Rowe, Thomas Crowl, D. B. Hamilton,  
D. C. Patrick, D. J. Sanderson, Alonzo Reed, James Laird,  
G. S. Rogers, B. R. Sudduth, John W. Fox, C. E. McAllister,  
Leroy Wolford, Leander Culver, Thaddeus Wood, J. Truitt,

Endorsements.

The Kenton Importing Company; S. W. Robinson,  
J. H. Lusk, J. L. Clark.

Credits.

September 23<sup>rd</sup> 1896, paid by O. Shaw, on the above note \$45<sup>00</sup>; there are no other credits or endorsements on the within note.

There is due plaintiff as such Administrator from the defendants herein, on such note, the sum of (\$666<sup>00</sup>) Six Hundred and Sixty Six Dollars, which he claims with interest from the 1<sup>st</sup> day of September, 1894, wherefore plaintiff asks judgment against the defendants herein for the sum of \$666<sup>00</sup> with interest from September 1<sup>st</sup> 1894.

Ayers & Ayers

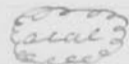
Atty. for Plaintiff

State of Ohio, Kenton County, ss:

H. N. Ayers, being sworn, says, that he is one of the attorneys of the plaintiff, duly authorized herein; that the plaintiff is a non-resident of this County, and that the facts stated in the above pleadings are as affiant believes, true.

H. N. Ayers.

Sworn to before me and signed in my presence this 22<sup>nd</sup> day of January, 1897.



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

To the Clerk:

Receipt.

Issue Summons to the parties in the above case, to the Sheriff of Kenton County, returnable according to law, "Endorse" "An Action for Money Only." Amount claimed \$666<sup>00</sup>, with interest from 1<sup>st</sup> day of September, 1896.

Ayers & Ayers,

Atty. for Plaintiff.

Summons.

On the 23<sup>rd</sup> day of January A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Kenton County.

To the Sheriff of said County:

You are hereby commanded to notify H. C. Richards, D. S. Crider, D. J. Grindell, D. J. Sanderson, G. S. Rogers, C. E. McAllister, O. Shaw, D. B. Hamilton, Alonzo Reed, B. R. Sudduth, Leroy Wolford, Thaddeus Wood, D. C. Patrick, James Laird, John W. Fox, Thomas Crowl, John Mulcahy, A. J. Rowe, Leander Culver and Delilah J. Truitt, Adm't. of the estate of J. Truitt deceased, that they have been sued by Adolph Bross, Administrator of Jacob Bross deceased, in the Court

Sherriff's Return

Demurrer Ad 1296

Entry Jac 7296

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Truett,  
Robinson,

of Common Pleas of Union County, and must answer by the 20th 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 1st day of February A.D. 1897.

Witness my hand and the seal of said Court, this 23rd day of January A.D. 1897.

Seal

J. T. Gosnell Clerk  
By J. A. Gosnell Deputy.

Afterward on the 30th day of January A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Sheriff's Return

The State of Ohio,  
Union County,

|               |         |
|---------------|---------|
| Sheriff's Fee | \$ 0.00 |
| Sum & Return  | 2 75    |
| Mileage       | 4 96    |
| Copies        | 3 00    |
| Total         | 10 71   |

Received this writ January 25th 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 endorsements thereon to Lemmy Wolford and Thaddeus Boyd personally on the 27th day of January, 1897; to D.S. Crider, D. J. Sanderson, C.E. Wm. Allister, C. Shaw, Alonzo Reed, D.E. Patrick, John W. Fox, Leander Culver and Delilah J. Truett personally, to James Laird, John Kudsky, W.S. Rogers and D.B. Hamilton by leaving a copy at their usual place of residence on the 28th day of January, 1897; to B.R. Sudduth personally on the 29th day of Jan. 1897; after diligent search A.C. Richards, D.J. Grindell Thomas Moore and A.J. Rowe were not found within my Bailiwick.  
J. Ed. Robinson, Sheriff.

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Plaintiff.

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Richards, D.S.  
& Allister, C. Shaw,  
& Thaddeus  
Boyd, John  
Truett, Admin.  
and by  
the Court

Demurrer  
7296

On the 13th day of February A.D. 1897, the following Demurrer was filed with the Clerk of this Court to-wit:

Adolph Bessel Admin.  
vs.  
H. C. Richards et al

Court of Common Pleas,  
Union County, Ohio.

The said Delilah J. Truett as Administratrix of the estate of Joshua Truett deceased, demurs to plaintiff's petition for the reason that the petition does not state facts sufficient to constitute a cause of action as to her

Robinson & Woodburn  
Atty's for Delilah J. Truett.

Entry  
7296

On the 24th day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Adolph Bessel Admin.  
of the estate of  
Jacob Bessel deceased.  
vs.  
H. C. Richards et al

Court of Common Pleas,  
Union County, Ohio.

This day this cause came on to be heard upon the petition, the demurrer of Delilah J. Truett Administratrix of

the estate of J. Smith, deceased; the remainder of the defendants being in default for answer and demurrer.

On consideration whereof the Court find the allegations of the plaintiff to be true, and confessed as to all the defendants except as to Delilah J. Smith Adm<sup>r</sup> etc. as aforesaid, and that the defendants are indebted to the plaintiff in the sum of \$666.<sup>00</sup> with interest from the 1<sup>st</sup> day of September, 1894.

It is therefore ordered and adjudged that the plaintiff recover from the defendants, as aforesaid the sum of (\$651.74) Six Hundred and Fifty One & 74/100 Dollars.

By Geo. S. Lyons  
Atty. for Plaintiff

Attest,  
J. M. Hornum  
Clerk  
By Geo. A. Hornum Deputy.

Petition  
7207

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sum of \$666.<sup>00</sup>

plaintiff  
(\$651.74)

Plaintiffs

Petition  
7257

Please continued and held at the Court House in  
Maysville, 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, *vi-nit*; on the 7<sup>th</sup> day of January in  
the year of our Lord One thousand eight hundred and Ninety  
Seven.

Be it remembered that heretofore *vi-nit*, on the 11<sup>th</sup> day  
of December A. D. 1896, George Beecher filed in the Clerk's office  
of the said Court of Common Pleas, the following petition against  
J. M. Governor, *vi-nit*:

Petition George Beecher Court of Common Pleas,  
*vs* Union County, Ohio.  
J. M. Governor

The plaintiff says:

That at the September term of the  
Court of Common Pleas, in and for the County of Union,  
and State of Ohio, A. D. 1883, *vi-nit*, on September 25<sup>th</sup> 1883, the  
plaintiff by the consideration of said Court recovered against  
the defendant a judgment for the sum of Two Hundred and  
Eighty-Two & <sup>25</sup>/<sub>100</sub> Dollars (\$282.25); and also for four & <sup>3</sup>/<sub>100</sub> (\$4.37)  
Dollars costs of suit.

That the said defendant has not paid said judgment  
nor any part thereof, and that there is now due, and unpaid  
thereon, said sum of two hundred and Eighty-Two & <sup>25</sup>/<sub>100</sub>  
Dollars, with interest thereon at 8% from the 25<sup>th</sup> day of  
September, 1883.

That said judgment is now dormant, and the  
plaintiff desires to have the same revived, according to law.

II. Second cause of action:

The plaintiff says, that he, on the 13<sup>th</sup> day of  
October, 1885, paid the costs of said suit, *vi-nit*; the sum  
of four dollars and twenty-four cents, because the defendant  
had failed, neglected and refused to pay said costs, or  
any part thereof, and there is now due, because of the  
promise, from the defendant to the plaintiff, said sum  
of four dollars and twenty-four cents, which he claims with  
interest from October 13<sup>th</sup> 1885.

The plaintiff therefore asks that said judgment may  
be revived for the said sum of Two Hundred and Eighty-  
Two Dollars and Twenty-five cents, with interest at 8% from  
said 25<sup>th</sup> day of September, 1883, and that plaintiff have  
judgment against defendant for said \$4.37, with interest  
from October 13<sup>th</sup> 1885, and for all other proper relief.

Porter & Porter

Atty. for Plaintiff.

The plaintiff George Beecher, makes oath that the  
facts stated in the foregoing petition are true as he  
believes.

George Beecher.

sworn to by George Beecher before me, and signed by him in my presence this 11<sup>th</sup> day of December A.D. 1896.  
 J. N. Cornell Clerk  
 By Geo. D. Cornell Deputy.

Receipt

To the Clerk:  
 Issue a summons against the defendant returnable according to law.

Endorse. "Suit to recover judgment" amount claimed \$282.20 and \$4.34 costs paid, with interest on \$282.20 from September 25<sup>th</sup> 1883 at 8%, and interest on \$4.34 from October 13<sup>th</sup> 1885."

Porter & Porter,  
 Attys. for Plaintiff.

Summons.

On the 11<sup>th</sup> day of December A.D. 1896, the following summons was issued by the Clerk of this Court, to-wit:  
 The State of Ohio, Union County.  
 To the Sheriff of said County:

You are hereby commanded to notify J. H. Governor that he has been sued by George Beecher, in the Court of Common Pleas of Union County, and must answer by the 9<sup>th</sup> 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 21<sup>st</sup> day of December A.D. 1896.

Witness my hand and the seal of said Court, this 11<sup>th</sup> day of December A.D. 1896.  
 J. N. Cornell Clerk  
 By Geo. D. Cornell Deputy

Sheriff's Return.

|  |       |
|--|-------|
| The State of Ohio,<br>Union County, ss |       |
| Sheriff's Fee                          | \$ 00 |
| Service Return                         | 50    |
| Mileage                                | 16    |
| Copy                                   | 15    |
| Total                                  | \$ 81 |

Sheriff's Return

Received this 12<sup>th</sup> day of December 1896, at 8 o'clock A.M. and served same by handing a true copy of this writ with the endorsement thereon to J. H. Governor personally on the 12<sup>th</sup> day of Dec. 1896.

Wm. V. Snodgrass, Sheriff.

Entry 7257

On the 18<sup>th</sup> day of February A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:  
 George Beecher  
 vs.  
 J. H. Governor  
 Court of Common Pleas  
 Union County, Ohio.

This day this cause came on to be heard upon the petition of plaintiff, and the evidence; the defendant being in default and was submitted to the Court without the intervention of a jury.



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ber A.D. 1896.  
the Clerk  
Deputy.

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Porter,  
Plaintiff.

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the Clerk  
Deputy

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On consideration whereof the Court find the facts stated  
in the petition to be true, and that the judgment in the  
petition set forth remains due and unsatisfied, and no cause  
being shown why it should not be revived.

It is therefore considered by the Court that said  
judgment rendered in this case, on said 25<sup>th</sup> day of September  
1883 in favor of this plaintiff, and against this defendant  
for Two Hundred and Eighty Two & 27/100 Dollars (\$282.25), with  
interest thereon at 5 per cent from the 25<sup>th</sup> day of September  
1883, and \$ costs of suit do stand revived.

And the Court further find that plaintiff on the 13<sup>th</sup>  
day of October, 1885, paid to the Clerk of said Court on the costs  
of said original action the sum of Four & 37/100 Dollars, which  
plaintiff is entitled to recover of defendant.

It is therefore considered that plaintiff recover of defend-  
ant said sum of \$4.37 by him so paid as aforesaid.

It is further considered that plaintiff recover of said  
defendant his costs herein expended, for all of which Execution is  
awarded.

Attest,  
J. M. Gosnell  
Clerk.

By John A. Gosnell Deputy.

Please continued and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Simeon Dow, 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 on the 25th day of February A.D. 1897, Clark Richard filed in the Clerk's office of the said Court of Common Pleas, the following petition against, Thomas Jones, Charles H. Jones and Albert N. Jones, to-wit:

Petition  
7320

Clark Richard  
vs  
Thomas Jones,  
Charles H. Jones Ed  
Albert N. Jones.  
Court of Common Pleas,  
Union County, Ohio.

The plaintiff says, this his action is founded upon a promissory note for the unconditional payment of money, of which the following is a copy, with all the credits and endorsements thereon.

" \$360.00

Plain City, Ohio, Aug. 2nd 1888.

" Sixty days after date for value received we jointly and severally, promise to pay to the order of Clark Richard at the Farmers Bank, Plain City, O. Three hundred and sixty Dollars, with interest at Eight per cent after date.

" 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 extension of time and we hereby authorize 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 waive process and service thereof, and without notice confess judgment against us or any or either of us, in favor of or the legal holder hereof for the amount that may appear due hereon, for principal, interest, cost of suit and all attorney fees releasing all errors in the judgment or 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, whose judgment may be entered by virtue hereof.

" We hereby authorize the payee, its agent or assigns, to sell at public or private or private sale any or all notes, stock, bonds or other evidences of indebtedness pledged as collateral to the payment of this note.

Witness our hands the day and date

Answer  
7320

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"above mentioned.

Thomas Jones  
C. M. Jones  
A. N. Jones

*(Seal)*  
*(Seal)*  
*(Seal)*

The following endorsements appear on the back of said note, to-wit:

- " Interest paid on the within note to December 1<sup>st</sup> 1890.
- " Sept. 15, 1891. Cr. on this note by Mrs. Ramo \$20<sup>00</sup>
- " June 30, 1891. Cr. by the get 2 colts \$35<sup>00</sup>
- " Sept. 20, 1892. Cr. by 2 Rams \$35<sup>00</sup>
- " June 30, 1893. Cr. by the get of 2 colts \$40<sup>00</sup>
- " June 30, 1894. Cr. by the get of 1 colt \$20<sup>00</sup>

There is due to plaintiff from the defendant on said note the sum of Three Hundred Eighty Five and <sup>99</sup>/<sub>100</sub> Dollars (\$385<sup>99</sup>) which we claim with interest at eight per cent per annum from the 25<sup>th</sup> day of February A.D. 1897, and for which with costs & suit he asks judgment against the defendant.

Lemidas Piper  
Attorney for Plaintiff

The State of Ohio, Union County, ss.

Lemidas Piper being duly sworn says he is the attorney of the above named Clark Richard duly authorized in the premises, that the above pleading of Clark Richard is founded upon a written instrument for the payment of money only and is now in the possession of this affiant; and that the facts stated and allegations in the foregoing pleading of Clark Richard are as affiant believes true.

Lemidas Piper.

Sworn to before me and signed in my presence this 25<sup>th</sup> day of February A.D. 1897.

*(Seal)*

J. N. Yarnall Clerk.  
By J. M. A. Yarnall Deputy.

On the 25<sup>th</sup> day of February A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer  
7320

Clark Richard

vs.  
Thomas Jones  
Charles M. Jones  
Albert N. Jones.

Court of Common Pleas,  
Union County, Ohio.

The defendant Thomas Jones, Charles M. Jones and Albert N. Jones by R. B. Robinson Attorney, and an Attorney at Law of record in this Court, duly authorized thereof 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 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 his petition set forth, and that the amount due upon said indebtedness at this day is the sum of Three Hundred Eighty Five and <sup>39</sup>/<sub>100</sub> Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from February 25<sup>th</sup> 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.

Aaron B. Robinson  
Attorney for Defendants.

On the 25<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7320

Clark Richard

vs  
Thomas Jones  
Charles H. Jones  
Albert N. Jones.

Court of Common Pleas,  
Miami County, Ohio.

This day came the plaintiff by Leonidas Ripper his attorney, and filed his petition against said defendants, and thereupon Aaron B. Robinson a 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, prothon, 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 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 Three Hundred Eighty Five and <sup>39</sup>/<sub>100</sub> 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 Clark Richard plaintiff do recover of the said Thomas Jones, Charles H. Jones and Albert N. Jones defendants the sum of Three Hundred Eighty Five and <sup>39</sup>/<sub>100</sub> (\$385<sup>39</sup>/<sub>100</sub>) Dollars so confessed, as aforesaid with interest from at 8 per cent. per annum, and also costs in his behalf expended taxed to \$5<sup>00</sup>, and by virtue of said Warrant of Attorney all errors in this action, judgment be proceeding, and all proceedings, petitions and writs of error therein, are by said defendants waived and released.

Attest, J. M. Roswell Clerk  
By J. W. A. Loomis Deputy.

Petition  
7320

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Clerks continued and held at the Court House in Mansfield, within and for the County of Linn, 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 5th day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that on the 5th day of March A. D. 1897, W. E. Fullington filed in the Clerk's office of the Court of Common Pleas, the following petition against Harwood and Culver, Spencer Harwood, to-wit:

Petition 7325

W. E. Fullington  
vs  
Harwood & Culver,  
Spencer Harwood.  
Court of Common Pleas,  
Linn County, Ohio.

The defendants, on the 15th day of February A. D. 1897, executed and delivered to W. E. Fullington their promissory note of that date, with the warrant of Attorney annexed, the copies of which warrant and note with all the endorsements thereon, are hereto attached marked "Exhibit A" and made part of this petition.

Said note is unpaid, except as shown by said endorsements, and there is now due the plaintiff on said note the sum of Two Hundred and Fifty Three Dollars and Forty Four cents, with interest at the rate of 8 per cent. per annum from the 15th day of February A. D. 1897.

Wherefore plaintiff prays judgment against said defendant for the sum of Two Hundred and Fifty Three Dollars and 44 cents, with interest thereon from the 15th day of February A. D. 1897, at the rate of 8 per cent. per annum till paid, and for costs of suit.

Robinson E. Woodburn  
Attorney for Plaintiff.

The State of Ohio, County of Linn, 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 is in affiant's possession; and that the statements contained in the foregoing petition are true, as affiant believes.

R. L. Woodburn.

Sworn to before me, and subscribed in my presence, this 5th day of March, 1897.

J. N. Cornell Clerk

Copy of Note, Exhibit "A"

\$253 44

Milford Center Ohio, Feby. 15th 1897

One day after date, as principal debtors, we jointly and severally promise to pay to the order of W. E. Fullington Two Hundred and Fifty Three & 44/100 Dollars, for value received with 8% interest from date, and we hereby dispose 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 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 error and waive all rights of appeal in this behalf.

Witness our hands and seals this 15<sup>th</sup> day  
of February, 1897.

Harrod & Culver  
Spencer Harrod

On the 5<sup>th</sup> day of March A.D. 1897, the following Assessor was filed with the Clerk of this Court, to-wit:

Assessor  
7325

H. C. Fullington  
vs  
Harrod & Culver  
Spencer Harrod

Court of Common Pleas,  
Union County, Ohio.

By virtue of the warrant of attorney annexed to and contained 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 Fifty three Dollars and 44 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. T. Arthur  
Attorney for Defendants.

On the 5<sup>th</sup> day of March A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7325

H. C. Fullington  
vs  
Harrod & Culver  
Spencer Harrod

Court of Common Pleas,  
Union County, Ohio.

This day came the plaintiff, by his attorneys; also appeared in Open Court, for and on behalf of said defendant, F. T. Arthur, 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 Fifty Three Dollars and Forty Four 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 further considered that said plaintiff recover of said defendants the sum of Two Hundred and Fifty Three Dollars and Forty Four cents, and that said judgment bear interest at 8 per cent from the 15th day of February A.D. 1897: and also costs herein expended, taxed at \$

Attest  
J. N. Gosnell  
clerk.  
By J. F. Gosnell, Deputy.

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth 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 4<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that on the 15<sup>th</sup> day of February, A.D. 1897, the Peoples Bank filed in the Clerk's office of the Court of Common Pleas, the following Petition against Lape McElroy et al, to-wit:

Petition 7314

The Peoples Bank vs. Lape McElroy & J. M. McElroy  
Court of Common Pleas, Union County, Ohio.

Plaintiff is a partnership organized for the purpose of doing business in the State of Ohio.

The Defendants, on the 3<sup>rd</sup> day of June A.D. 1896, executed and delivered to the Peoples Bank plaintiff herein, 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.

\$193 9/100

Marysville, Ohio, June 3<sup>rd</sup> 1896.

Six months after date, as principal debtors, we jointly and severally promise to pay to the Peoples Bank, or order, at Marysville, Ohio, One Hundred Ninety Three and 9/100 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 rights of appeal in this behalf.

Witness our hands and seals, this 3<sup>rd</sup> day of June 1896.

Lape McElroy  
J. M. McElroy

Said note is unpaid, and there is now due the plaintiff on said note the sum of One Hundred Ninety Three Dollars and Ninety-one cents, with interest at the rate of 8 per cent. per annum, from the 3<sup>rd</sup> day of December A.D. 1896.

Therefore plaintiff prays judgment against said defendants for the sum of One Hundred Ninety Three & 9/100

Answer 7314

Entry 7314

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Dollars with interest thereon from the 3<sup>rd</sup> day of December A.D. 1896, at the rate of 8 per cent. per annum till paid, and costs of suit.

J. E. Griffith  
Attorney for Plaintiff

State of Ohio,  
County of Union } ss.

J. E. Griffith being duly sworn, says that he is the attorney of said plaintiff; that the foregoing petition is founded upon a written instrument for the payment of money, which instrument is in affiant's 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 15<sup>th</sup> day of February, 1897,  
J. N. Gornell Clerk of Court.

On the 15<sup>th</sup> day of February A.D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Answer  
7314

The Peoples Bank  
vs.  
Lafe M. Shroy Ed  
J. M. M. Shroy

Court of Common Pleas,  
Union County, Ohio.

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 One Hundred and Ninety Seven Dollars and ten 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. N. Myers  
Attorney for Defendants.

On the 15<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7314

The Peoples Bank  
vs.  
Lafe M. Shroy Ed  
J. M. M. Shroy

Court of Common Pleas,  
Union County, Ohio.

This day came the plaintiff by its attorney; also appeared in open Court, for and on behalf of said defendant, W. N. Myers 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, should to have been duly executed by 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 One Hundred Ninety Seven Dollars and Ten 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 Ninety Seven Dollars and Ten cents, and that said judgment bear interest at Eight per cent from the 15<sup>th</sup> day of February A.D. 1897, and also the costs herein expended, taxed at \$4.<sup>25</sup>

Attest,  
 J. N. Gosnell  
 Clerk.  
 By J. A. Gosnell Deputy.

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in Mansville within and for the County of Linn, in the  
the Sixth Judicial District of the Court of Common Pleas of  
the State of Ohio, before the Honorable Demas Dow, Judge of  
said Court, of the Term of January, 1897; on the 4th day of  
January, in the year of our Lord one thousand eight hun-  
dred and ninety seven.

Be it remembered that on the 22nd day of Feb.  
A. D. 1897, Demas Dow as filed in the Clerk's Office of the  
said Court of Common Pleas, the following Petition against  
H. S. Alden et al. to-wit:

Demas Dow, Clerk of Court, vs  
H. S. Alden, et al. Trustees of the  
Wilford Center Lodge No. 274.  
H. S. Alden, et al. Trustees of the  
Wilford Center Lodge No. 274.  
H. S. Alden, et al. Trustees of the  
Wilford Center Lodge No. 274.

Petition  
7319

H. S. Alden vs  
Ed Mattie Alden

The plaintiffs say that they are the Trustees  
of Wilford Center Lodge No. 274, H. S. P. of Wilford Center  
Ohio, and as such hold the note upon which this action is  
founded.

That this action is founded upon a promissory note,  
of which the following is a copy, with all the entries and in-  
dorsements thereon:

\$300.00  
Wilford Center Ohio, March 21, 1891.  
One year after date as principal debtors we jointly and  
severally promise to pay to the order of the Trustees of Wilford  
Center Lodge No. 274 H. S. P. Wilford Center Ohio, Three Hundred  
Dollars for value received with eight per cent interest from  
this date and we hereby dispense with the 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 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 21st day of March, 1891.  
H. S. Alden  
Mattie Alden

Said note is indorsed as follows: "Received interest to  
March 21, 1893, amount is Forty-nine dollars and Ninety two cents  
(\$49.92) "April 10" 1893."

Said original note said warrant of attorney is herewith  
presented in open Court and a copy thereof is attached to  
this petition marked "A" and made a part thereof.

There is due to plaintiffs from the defendants on said  
note, the sum of Four Hundred Two & 2/100 Dollars, which they



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On the 22<sup>nd</sup> day of February a.d. 1897, the following Entry  
was filed with the Clerk of this Court, to-wit:

Entry  
7319  
vs.  
D. S. Alden Ed Mattie Alden

Court of Common Pleas  
Crown County, Pa.

This day came the plaintiffs by W. H. Hinkade  
Attorney, and filed their petition against said defendants, and  
thompson J. L. Joliff an Attorney at Law of this Court, by  
virtue of a warrant of Attorney for that purpose, duly execu-  
ted 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 defendant  
did owe and were indebted unto the plaintiffs as they have  
in their petition alleged by virtue of said Warrant of Attorney,  
confessed that there was due from said defendants to said  
plaintiffs, on said indebtedness, the sum of Four Hundred  
Two & 29/100 Dollars, bearing interest at 8 per cent. per annum,  
and that said plaintiffs ought to recover of said defendants  
a judgment for that sum.

It is therefore considered by the Court here that the  
said Wm George, W. T. Flaherty and Chas. Rice as Trustees of  
Wilford Center Lodge No. 274 R. of P. Plaintiffs do recover of the  
said D. S. Alden and Mattie Alden defendants the sum of Four  
Hundred Two and 29/100 Dollars or confessed, as aforesaid, with  
interest from February 21, 1897, at 8 per cent per annum, and  
also costs in their 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 defendants waived and released.

Attest  
J. H. Gosnell  
Clerk  
By Jno A. Gosnell  
Deputy.

Please continued and held at the Court House in Graysville, 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 4th day of January in the year of our Lord One thousand Eight Hundred and Ninety Seven.

Be it remembered that on the 17th day of February A. D. 1897, Jessie B. Lee filed in the Clerk's office of the said Court of Common Pleas, the following petition against H. B. Lee, to-wit:

Petition  
7315  
Jessie B. Lee  
vs  
H. B. Lee  
Court of Common Pleas  
Union County, Ohio.

The plaintiff says, that this action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

\$500.00  
Milford Center Ohio, Nov. 26, 1895.

One day after date as principal debtors, we jointly and severally promise to pay to the order of F. D. Lee, Five Hundred Dollars, for value received, and we hereby dispare 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 becomes due, in any Court of Record in or of 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 legal holder of the above against us or either of us for the amount that may be due, with interest at Eight per cent. payable annually 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, this 26th day of Nov. 1895.  
H. B. Lee.

There has been paid and indorsed on said note on February 7th 1896, the sum of \$350.00.

The plaintiff says that the above mentioned note was duly signed and transferred to her by the said F. D. Lee, and she is now the owner and legal holder thereof.

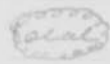
There is due to plaintiff from the defendant on said note the sum of Two Hundred and Eighty Five <sup>37</sup>/<sub>100</sub> Dollars, which she claims with interest from the 17th day of February A. D. 1897, at 8 per cent. per annum payable annually and for which, with costs of suit, she asks judgment against the defendant.

The State of Ohio, Union County, ss.  
Jessie B. Lee, the plaintiff, being sworn, says the facts stated in the above allegations in said petition are, as affiant believes, true.  
Porter & Porter.  
Jessie B. Lee.

Summons  
7315

Entry  
7315

Sum is before me, and signed in my presence,  
this 17<sup>th</sup> day of February A. D. 1897.



F. A. Thompson  
Notary Public  
Union Co. Ohio.

On the 17<sup>th</sup> day of February A. D. 1897 the following answer  
was filed with the Clerk of this Court, to-wit:

Answer  
-315

Jessie B. Lee | Court of Common Pleas  
vs. | Union County, Ohio.  
G. W. Lee

The defendant G. W. Lee by F. A. Thompson Attorney,  
and an Attorney at Law of record in this Court, duly  
authorized through by the Warrant of Attorney embraced in the  
note and on in this suit, and which note, with the accompany-  
ing Warrant of Attorney, is produced and shown to the Court,  
and filed herewith, now comes and avers the issuing and  
service of process in this action, and hereby enters his appear-  
ance herein, and said defendant by F. A. Thompson said Attorney  
duly authorized as aforesaid, says that he cannot deny or admit  
the facts stated and allegations in the petition of plaintiff  
herin 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 and  
Eighty Five & 3/10 Dollars, bearing interest at 8 per cent. per  
annum payable annually, and tender for that sum, with  
interest from February 17, 1897, at 8 per cent. per annum  
payable annually 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.

F. A. Thompson  
Attorney for Defendant.

On the 17<sup>th</sup> day of February A. D. 1897, the following Entry  
was filed with the Clerk of this Court, to-wit:

Entry  
-315

Jessie B. Lee | Court of Common Pleas  
vs. | Union County, Ohio.  
G. W. Lee

This day came the plaintiff by Peter Porter her attor-  
neys, and filed her petition against said defendant, and thereupon  
F. A. Thompson 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, is shown to  
the Court, and filed with the Clerk thereof, appeared in open  
Court in behalf of the said defendant, waived the issuing

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Please continued and held at the Court House in  
Marysville, within and for the County of Union, in the  
South 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, 1897; 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 20th  
day of November A.D. 1896, Martha Annine filed in the  
Clerks office of the said Court of Common Pleas, the following  
Petition Petition against Alfred Annine et al, to-wit:  
7237 Martha Annine  
Alfred <sup>vs</sup> Annine and  
Lucy Annine his wife,  
Bylas A. Phelps and  
Mary A. Phelps his wife  
Court of Common Pleas  
Union County Ohio.

On the 8th day of August 1896, Henry Annine  
late of Union County, Ohio, died leaving plaintiff as his widow,  
and leaving a Will, under which plaintiff has duly refused  
to take, but has elected to be endowed according to the statute.

Said defendants Alfred Annine and Mary A. Phelps  
are the only heirs at law of said Henry Annine, and the  
only persons having the next immediate estate of inheritance  
in the real estate described below herein.

That said Henry Annine died seized of an estate in  
fee simple in and to the following described real estate.

"Plot No. 1. Situate in the State of Ohio, County of Union  
and Township of Paris, and part of Virginia Military Survey  
No. 1913 bounded and described as follows:

Beginning at a stone in the north line of said  
Survey No. 1913 and in the center of the Turner Road; thence  
with the center of said road N. 72° 15' W. 147 poles to a stone  
in the center of the crossing of said Turner Road and the  
Marysville and Bellefontaine Road; thence with the center of  
said Marysville and Bellefontaine Road S. 70° 30' E. 216 poles to  
a stake; thence S. 72° 15' E. 50 poles to a stake in the south  
line of said survey No. 1913; thence with said line S 82°  
W. 191 2/3 poles to the beginning containing 118 acres more or less.

Also the following tract designated as tract "No. 2" described  
therein as follows:

Situate in the state of Ohio, County of Union, Township  
of Paris and part of Virginia Military Surveys No. 1913 & 5416  
& No. 3354, bounded and described as follows:

Beginning at a stake (Iron Sugar Tree) Northeastly  
corner to said survey No. 5416; thence with the north line  
of said survey S. 82° W. 17 poles to a stake in the center  
of the Marysville and Bellefontaine Road; thence with the  
center of said Road N. 70° W. 116 poles to a stake; thence S. 72°  
15' E. 50 poles to a stake in the south line of said survey  
No. 1913; thence with said line S. 82° W. 119 2/3 poles to a stone;  
(Two Ashes, Elm and Horny Locust) Northwest corner to said survey

No. 5416: Thence with the east line of said survey S. 7° 15' E. 106<sup>5</sup>/<sub>100</sub> poles to a stake in the Charysville and Lewisburg road; Thence with the center of said road N. 64° E. 279 poles to a stake at the intersection of said Charysville and Lewisburg and Charysville and Bellefontaine Roads; Thence with the center of said Charysville and Bellefontaine Road N. 70° 30' W. 24 poles to a stake in the west line of survey No. 3354; Thence with said line N. 42° W. 8<sup>8</sup>/<sub>100</sub> poles to the beginning, containing 118 acres more or less - except the rights and privileges of Paris Township to about one-half (1/2) acre of ground now used for school purposes.

Also another tract designated as part of tract "No. 3" described therein as follows:

Situate in the State of Ohio, County of Lorain and Townships of Paris and part of Virginia Military Survey No. 5725, described as follows:

Beginning at a stone (two ashles, Elm and Honey Locust) North west corner to survey No. 5416; Thence with the south line of survey No. 1913 S. 82° W. 72<sup>2</sup>/<sub>100</sub> poles to a stone in the center of the Turner Road; Thence with the center of said road S. 8° 15' E. 130<sup>5</sup>/<sub>100</sub> poles to a stone at the intersection of said Turner and the Charysville and Lewisburg Road; Thence with the center of said Charysville and Lewisburg Road N. 62° 30' E. 73<sup>6</sup>/<sub>100</sub> poles to a stake in the west line of said survey No. 5416; Thence with said line N. 7° 15' W. 106<sup>5</sup>/<sub>100</sub> poles to the beginning, containing 52<sup>5</sup>/<sub>100</sub> acres more or less.

Also another tract designated as part of tract "No. 3" described therein as follows:

Situated in said State, County and Township and part of Virginia Military Survey No. 5416 described as follows:

Beginning at a stone (three small ashles) in the north line of the Joseph Covens Farm and South east corner to a tract of land containing 100 acres conveyed by Henry Berrin to Henry Berrin Jr. on the 8<sup>th</sup> day of November 1844; Thence with the east line of said tract of land N. 7° W. 93<sup>2</sup>/<sub>100</sub> poles to a stone in the center of the Charysville and Lewisburg Road; Thence with the center of said Road N. 64° E. 101<sup>5</sup>/<sub>100</sub> poles to a stake; Thence S. 5° E. 126 poles to a stake in the north line of said Joseph Covens Farm; Thence with said line S. 82° W. 91<sup>4</sup>/<sub>100</sub> poles to the beginning containing 62<sup>5</sup>/<sub>100</sub> acres more or less.

Also another tract designated as tract "No. 4" described therein as follows:

Situate in the State of Ohio, County of Lorain and Townships of Paris, and part of Virginia Military Surveys No. 5416 & No. 3354 described as follows:

Beginning at a stake at the intersection of the Charysville and Lewisburg and Charysville and Bellefontaine Roads; Thence with the center of said Charysville and Lewisburg Road S. 64° W. 75<sup>4</sup>/<sub>100</sub> poles to a stake; Thence S. 5° E. 126 poles to a stake

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in the north line of the Joseph Powers farm; thence with said line S. 82° E. 47 poles to a stone Northeast corner to said Joseph Powers farm in the west line of said survey No. 8854; thence with said line S. 4° E. 14 1/2 poles to a stone another corner to said Joseph Powers farm; thence with a line of said farm N. 81° E. 80 1/2 poles to a stone in the west line of George Willard land; thence with said line N. 4° W. 134 poles to a stone corner to said land in the center of said Mansfield and Bellefontaine Road; thence with the center of said road N. 69° 30' W. 62 poles to the beginning, containing 115 acres more or less, being 39 1/2 acres in said survey No. 5416 and 75 1/2 acres in said survey No. 8354.

Plaintiff is entitled to dower in said premises, and desires that the same be set off to her as the law provides.

Plaintiff therefore prays that dower may be set off and assigned to her in said real estate according to law, and for such other relief as may be just and proper.

F. T. Arthur  
Attorney for Plaintiff

The State of Ohio, Union County, ss.

Chartha Annine being duly sworn, says that she is the plaintiff in the foregoing petition, and that the facts set forth in said petition are true as she verily believes.  
Witness - J. A. Gosnell  
Chartha Annine

Subscribed and sworn to before me and signed in my presence this 20th day of November 1896.

J. A. Gosnell Clerk  
By J. A. Gosnell Deputy

On the 20th day of November A.D. 1896, the following summons was issued, to-wit:

The State of Ohio, Union County.

You are hereby commanded to notify Alfred Annine, and Lucy Annine his wife, by Geo. H. Kulp, and Mary A. Kulp his wife, that they have been sued by Chartha Annine in the Court of Common Pleas of Union County, and must answer by the 14th day of December 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 30th day of November A.D. 1896.

Witness my hand and the seal of said Court, this 20th day of November A.D. 1896.

J. A. Gosnell Clerk  
By J. A. Gosnell Deputy

Witness. He the undersigned named as defendant in the petition in this case, and in the within writ hereby waives service of

process upon us in the action and enter our appearance  
in the same and consent that such order be taken as may  
be right and proper under the statute in such case made  
and provided.

November 21<sup>st</sup> 1896.

By Geo. A. Hulpley  
Mary A. Hulpley  
Alfred Amrine  
Lucy Amrine

On the 4<sup>th</sup> day of January A.D. 1897. The following Entry  
was filed with the Clerk of this Court to-wit:

Entry  
7237

Martha Amrine

v.

Court of Common Pleas

Winn County, Wis.

Alfred Amrine, and  
Lucy Amrine his wife,  
By Geo. A. Hulpley and  
Mary A. Hulpley his wife.

This day this cause came on to be heard  
on the petition and the evidence; whereupon the Court find that  
all the defendants have voluntarily entered their appearance.

The Court further find that the said Henry Amrine  
was in his life time, seized in fee simple of the real estate  
and premises described in the petition; that the plaintiff is  
the widow of the said Henry Amrine deceased; that the said  
Henry Amrine died leaving a last will and testament, which  
was duly proven and admitted to Probate; that the said plain-  
tiff has appeared in the Probate Court of this County, and  
elected not to take under the said will; and that she is  
entitled to have her dower in the said premises assigned  
and set off to her, as prayed for in her said petition.

It is therefore ordered by the Court that the said  
plaintiff be endowed of one full equal third part of the  
premises described in the petition, to be set off to her by  
meets and bounds; that the equal one half of such dower  
estate be assigned out of Plots or tracts Nos. 1 & 2, as designated  
in the petition, and that the equal one half of such dower  
estate be assigned out of Plots or tracts Nos. 3 & 4 <sup>5-2 1/2 ac. 115<sup>sq</sup> 115<sup>sq</sup></sup> as  
designated in the petition; and that a writ issue to the  
Sheriff of Winn County commanding him that by the oaths of  
Andrew S. Corry, George W. Gilbert and Jacob B. Smith, three judicious  
disinterested men of the vicinity, in the said County, who are not  
of kin to either of the parties, and who are hereby appointed  
Commissioners for that purpose, he cause to be set off and  
assigned the dower to said plaintiff, as above ordered; and further,  
to make return of their respective doings under said order without  
unnecessary delay.

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Writ of  
Dower.

On the 14<sup>th</sup> day of January A.D. 1897, the following Writ  
of Dower was issued to the Sheriff of Union County, Ohio, to-wit:  
The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:  
We command you that without delay, by the order of  
Andrew S. Murray, George W. Kilber and Jacob Boursenmuth, you  
cause to be set off and assigned to Martha Annine, widow of  
Henry Annine, late of said County, deceased, one full equal  
third part of the following real estate.

Part No. 1. Situate in the state of Ohio, County of  
Union and Township of Paris, and part of Virginia Military  
Survey No. 1913, bounded and described as follows:

Beginning at a stone in the south line of said  
survey No. 1913, and in the center of the Turner Road; thence  
with the center of said road N. 7<sup>1</sup>/<sub>2</sub>° E. 147 poles to a stone  
in the center of the crossing of the said Turner Road and  
the Marysville and Bellefontaine Road; thence with the center  
of said Marysville and Bellefontaine Road S. 70<sup>1</sup>/<sub>2</sub>° E. 216 poles  
to a stake; thence S. 7<sup>1</sup>/<sub>2</sub>° E. 50 poles to a stake in the  
south line of said survey No. 1913; thence with said line S. 82<sup>1</sup>/<sub>2</sub>°  
W. 191<sup>1</sup>/<sub>100</sub> poles to the beginning containing 118 acres more or less.

Also the following tract designated as tract No. 2  
described therein as follows:

Situate in the state of Ohio, County of Union, Town-  
ship of Paris, and part of Virginia Military Survey No. 1913 and  
No. 5416 and No. 3354, bounded and described as follows:

Beginning at a stake (Four Sugar Trees) Northeastly  
corner to said survey No. 5416; thence with the north line  
of said survey S. 82<sup>1</sup>/<sub>2</sub>° W. 7 poles to a stake in the center of  
the Marysville and Bellefontaine road; thence with the center  
of said road N. 70<sup>1</sup>/<sub>2</sub>° E. 116 poles to a stake; thence S. 72<sup>1</sup>/<sub>2</sub>°  
E. 50 poles to a stake in the south line of said survey No.  
1913; thence with said line S. 82<sup>1</sup>/<sub>2</sub>° W. 119<sup>4</sup>/<sub>100</sub> poles to a stone  
(Two ash, Elm and Horn Locust) North west corner to said survey  
No. 5416; thence with the east line of said survey S. 7<sup>1</sup>/<sub>2</sub>° E.  
106<sup>5</sup>/<sub>100</sub> poles to a stake in the Marysville and Lewisburg road;  
thence with the center of said road N. 64<sup>1</sup>/<sub>2</sub>° E. 279 poles to a  
stake at the intersection of said Marysville and Lewisburg and  
Marysville and Bellefontaine roads; thence with the center of  
said Marysville and Bellefontaine road N. 70<sup>1</sup>/<sub>2</sub>° E. 27 poles  
to a stake in the west line of survey No. 3354; thence  
with said line N. 4<sup>1</sup>/<sub>2</sub>° W. 8<sup>1</sup>/<sub>100</sub> poles to the beginning, con-  
taining 118 acres more or less. Except the rights and  
privileges of Paris Township to about one half (1/2) acre of ground  
now used for school purposes.

Also another tract designated as part of tract No. 3,  
described therein as follows:

Situate in the state of Ohio, County of Union and  
Township of Paris, and part of Virginia Military Survey  
No. 5728, described as follows:

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Beginning at a stone (Two Ashes, Elm and Spruce Forest) southwest corner to survey No. 5416; thence with the south line of survey No. 1913 S. 82° E. 72° 29' poles to a stone in the center of the Turner road; thence with the center of said road S. 8° 15' E. 130 5/100 poles to a stone at the intersection of said Turner road and the Charzville and Lewisburg road; thence with the center of said Charzville and Lewisburg road N. 62° 30' E. 78 60/100 poles to a stake in the west line of said survey No. 5416; thence with said line N. 7° 15' E. 106 57/100 poles to the beginning, containing 52 5/100 acres more or less.

Also another tract designated as part of tract No. 3, described therein as follows.

Situate in said State, County and Township, and part of Virginia Military Survey No. 5416, described as follows:

Beginning at a stone (Three small Ashes) in the north line of the Joseph Powers farm and south east corner to a tract of land containing 100 acres conveyed by Henry Amrine to Henry Amrine Jr. on the 8th day of November, 1844; thence with the east line of said tract of land N. 72° E. 93 27/100 poles to a stone in the center of the Charzville and Lewisburg road; thence with the center of said road N. 64° E. 101 57/100 poles to a stake; thence S. 5° E. 126 poles to a stake in the north line of said Joseph Powers farm; thence with said line S. 82° E. 91 77/100 poles to the beginning containing 62 5/100 acres more or less.

Also another tract designated as tract No. 4 described therein as follows:

Situate in the State of Ohio, County of Cuyahoga and Townships of Paris, and part of Virginia Military Survey No. 5416 and No. 3354, described as follows:-

Beginning at a stake at the intersection of the Charzville and Lewisburg and Charzville and Bellefontaine roads; thence with the center of said Charzville and Lewisburg road S. 64° E. 75 57/100 poles to a stake; thence S. 5° E. 126 poles to a stake in the north line of the Joseph Powers farm; thence with said line S. 82° E. 47 poles to a stone north east corner to said Joseph Powers farm <sup>in the north line of said survey No. 3354</sup>; thence with the line of said farm N. 81° E. 80 S. 4° E. 14 60/100 poles to a stone another corner to said Joseph Powers farm; thence with a line of said farm N. 81° E. 80 77/100 poles to a stone in the west line of George Wilbers land; thence with said line N. 4° E. 134 poles to a stone corner to said land in the center of said Charzville and Bellefontaine road; thence with the center of said road N. 69° 30' W. 62 poles to the beginning, containing 115 acres more or less. - Being 39 1/2 acres in said survey No. 5416 & 75 1/2 acres in said survey No. 3354.

It is therefore ordered by the court that the said plaintiff be endowed of one full equal third part of the premises described in the petition to be set off to her by

Sheriff's Return.

7237

Commissioners Report

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Ordnance and bounds: that the equal one half of such downer estate be assigned out of Plats or tracts Nos. 1, 118 acres and No. 2, 118 acres as described in the petition, and that the equal one half of such downer estate be assigned out of Plats Nos. 3, 52 1/2 acres and 62 1/2 acres making 115 acres and No. 4 containing 115 acres. in pursuance of an order made in the Court of Common Pleas within and for said County, in a certain Petition for Dower, wherein the said Martha Annine Petitioner, and Alfred Annine, Lucy Annine his wife, Sybas A. Whelpley and Mary A. Whelpley his wife are respondents, and that your proceedings in the premises, you distinctly certify under your hand to our said Court forthwith, and have you true and true this writ.

Witness my name, and the seal of the said Court, this 14<sup>th</sup> day of January A.D. 1897.  
 J. N. Small Clerk  
 By J. W. D. Small Deputy

|                    |                            |           |           |
|--------------------|----------------------------|-----------|-----------|
| Sherriff's Return. | Sherriff's Fee             | \$        | 45        |
|                    | Service                    |           | 25        |
|                    | Charges                    |           | 32        |
|                    | Executing Writ             | 1         | 20        |
|                    | Successor Com.             |           | 25        |
|                    | Report                     | 2         | 00        |
|                    | Return                     |           | 25        |
|                    | <b>Total</b>               | <b>4</b>  | <b>27</b> |
|                    | Commissioner's Fee         | \$        | 45        |
|                    | Chain Carrier and Surveyor | 23        | 00        |
|                    | <b>Total</b>               | <b>27</b> | <b>27</b> |

Sherriff's Return  
 As commanded by this writ, I have, by the oaths of the said Andrew S. Conroy, George W. Kilber and Jacob Bowersmith, caused to be set off and assigned to the within named Martha Annine as her downer estate in the within described lands and tenements or much thereof as is shown by the Commissioner's report hereto filed.

Given under my hand this 17<sup>th</sup> day of February 1897.  
 J. Ed. Robinson Sherriff  
 Anne County, Ind.

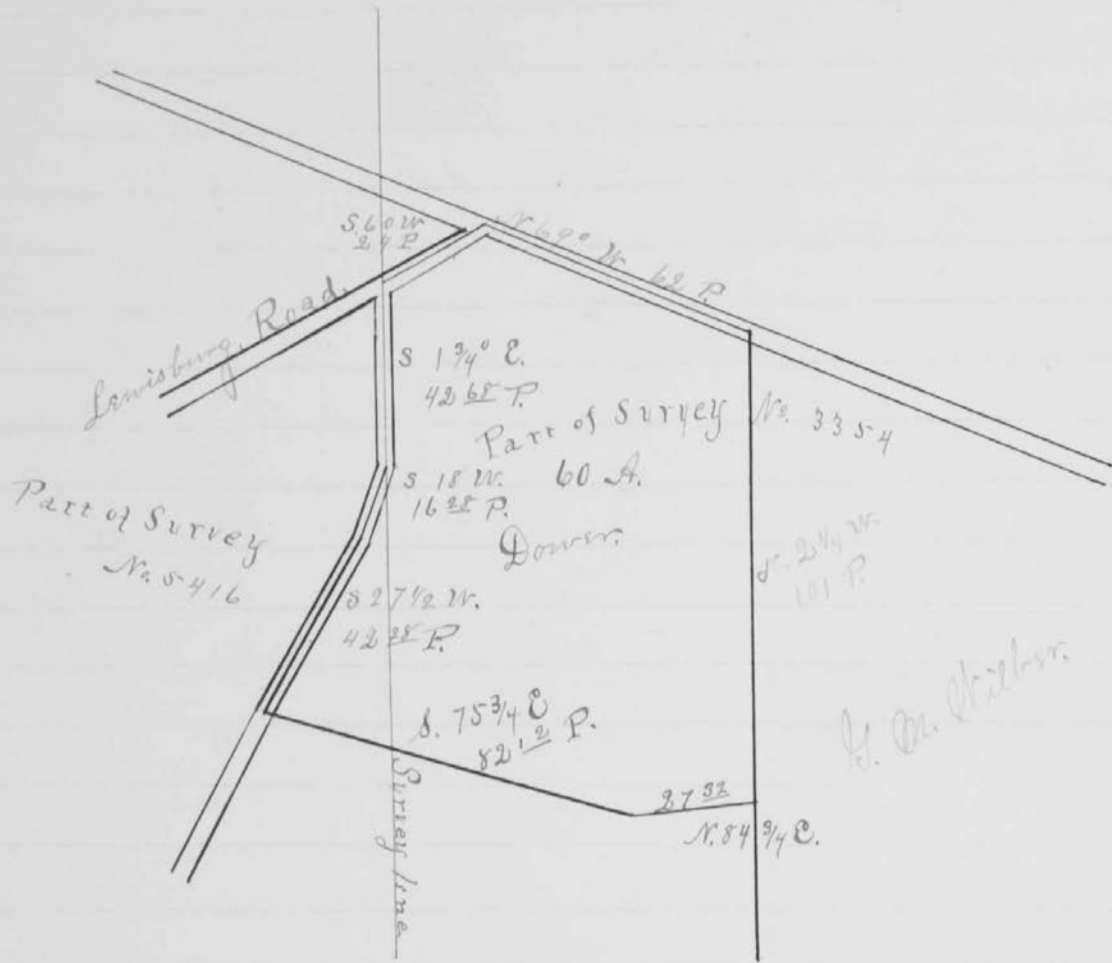
Martha Annine vs Alfred Annine et al  
 Court of Common Pleas  
 Anne County, Ind.

Commissioner's Report

7237  
 The undersigned Commissioner named in the order hereto annexed, after being first duly sworn and upon actual view of the premises described in said order do set off and assign to the said Martha Annine for her downer estate, the two tracts of land which are described as follows:  
 Beginning at a stone at the northwest corner of George W. Kilber's land in the center of the Marysville and Bellefontaine road: thence with said road S. 60° E. 62 poles to the intersection of the Lewisburg road. thence with said road S. 66° E. 24 poles to the west line of survey No. 3354: thence with the Milford and Annine road S. 134° E. 42 poles poles and S. 15° E. 16 2/3 poles and S. 27 1/2° E. 42 2/3 poles to a stake in said road; thence S. 75 3/4° E. 82 poles and N. 84 3/4° E. 27 3/4 poles to a stake in the west line of said George W. Kilber's land:

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Thence with said line N. 2 1/4° E. 101 poles to the beginning (excepting the parcel of land at the intersection of the said Bellefontaine and Lewisburg roads in which the Amine Church has an interest under the will of Henry Amine deceased) containing 60 acres more or less.



Also another tract of land described as follows: Beginning at a stone at the northwest corner of Survey No. 5416; thence with the south line of said Survey N. 84 1/4° E. 160 poles to a stake; thence S 5° E. 54 2/3 poles to a stake in the center of the Maryland and Lewisburg Road; thence with the center of said road S. 66 1/4° E. 168 poles to the west line of said Survey No. 5416; thence with said line N. 5° E. 106 5/2 poles to the beginning containing 80 acres more or less. Plats of said lands are hereto attached.

Given under our hands this 17<sup>th</sup> day of February, 1897.

Andrew S. Emory  
 Geo. W. Wilber } Commissioners.  
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| A. S. Emory, Commissioner Ed for Plato and report | \$6.00         |
| G. W. Hilber, Commissioner Ed flagman             | \$5.00         |
| J. Bowersmith, Commissioner                       | \$4.00         |
| Louis Bowersmith Chain Carrier                    | \$1.00         |
| H. K. Lawrence, Chain Carrier                     | \$1.00         |
| J. C. Kennedy, Surveyor Ed for Plato cc.          | \$6.00         |
|   | <u>\$23.00</u> |

On the 18<sup>th</sup> day of February A.D. 1897, the following entry was filed with the Clerk of this Court to-wit:

Entry  
72 37

Martha Amrine  
vs.  
Alfred Amrine et al

Court of Common Pleas  
Erwin County, Wis.

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners hereof, of their proceedings in the assignment of dower under the former order of this Court, and on the motion to confirm the same.

And the Court being fully advised in the premises, find said proceedings and assignment in all respects in conformity to law; and hereby approve and confirm the same.

It is therefore ordered that the said Martha Amrine have and possess the lands so assigned, to-wit:

Beginning at a stone at the northwest corner of George W. Hilber's land in the center of the Maryville and Bellevue road; thence with said road N. 69° E. 62 poles to the intersection of the Lewisburg road; thence with said road S. 66° E. 27 poles to the west line of Survey No. 3354; thence with the Bellevue and Amrine road, S. 134° E. 42 2/100 poles and S. 18° E. 16 2/100 poles and S. 27 1/2° E. 42 2/100 poles to a stake in said road; thence S. 75-94° E. 82 2/100 poles and N. 84 3/4° E. 27 2/100 poles to a stake in the west line of said George W. Hilber's land; thence with said line N. 2 1/4° E. 101 poles to the beginning (excepting the parcel of land at the intersection of the said Bellevue and Lewisburg Roads, in which the Amrine Church has an interest under the will of Henry Amrine deceased) containing 60 acres more or less.

Also another tract of land described as follows:

Beginning at a stone at the north west corner of survey No. 5416; thence with the north line of said survey, N. 84 1/4° E. 160 poles to a stake; thence S. 5° E. 54 2/100 poles to a stake in the center of the Maryville and Lewisburg road; thence with the center of said road S. 66 1/4° E. 168 poles to the west line of said survey; thence with said line N. 5° E. 106 5/100 poles to the beginning, containing 80 acres more or less.

Plato of said land are hereto attached - as - and for her reasonable dower in said premises.

It is further ordered that the costs in this case be paid - One third by plaintiff and the remainder by the defendants, Alfred Amrine and Mary A. Hilberly,

follows:  
Survey No. 5416:  
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1897.  
Commissioner.

in equal parts, and that on default of their payment accordingly, Execution issue therefor.

Attest,

J. N. Gosnell  
Clerk

By Jno A. Gosnell Deputy.



Cause continued and held at the Court House in Mansfield, 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 4<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that herefor to-wit: on the 16<sup>th</sup> day of July A.D. 1896 Sarah A. Williams filed in the Clerk's office of the said Court of Common Pleas, the following petition against William Howard, Adm<sup>r</sup>, of the Estate of Asa Bates decd and Amelia B. Applegate, to-wit:

Petition  
7147

Sarah A. Williams  
vs.  
William Howard, Adm<sup>r</sup>.  
of the Estate of Asa Bates,  
deceased, & Amelia B. Applegate.

Court of Common Pleas,  
Union County, Ohio.

The plaintiff, Sarah A. Williams, says:-

1. That on or about the 8<sup>th</sup> day of April, 1894, A. D. Asa Bates late of Union County, Ohio, died intestate seized in fee simple of certain lands situate in said Union County;

That on or about the 30<sup>th</sup> day of April, 1894, A. D., the Probate Court of said Union County duly acting in the premises duly appointed William Howard administrator of the Estate of said Asa Bates, deceased, and upon such appointment said William Howard duly qualified as such administrator and letters of administration were duly issued to him as such by said probate Court.

That the defendant, William Howard, Administrator of the Estate of Asa Bates, deceased, has been since the said 30<sup>th</sup> day of April, 1894, A. D., and is now, the duly appointed and acting administrator of the estate of Asa Bates, deceased;

That the defendant, Amelia B. Applegate, is a daughter and heir of the said Asa Bates, deceased;

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2. That upon a promissory note, a true copy of which with all credits and indorsements thereon is as follows, to-wit:-  
" \$4000.00 Columbus, O., August 12, 1889.

" Five years after date, I promise to pay to the order of Stephen S. Staley Four Thousand Dollars with interest at the rate of seven per cent. per annum from date payable semi-annually.

Asa Bates."

Said credits and indorsements being as follows:-  
S. S. Staley;

|              |        |            |           |
|--------------|--------|------------|-----------|
| "Feb. 11/90, | \$140. | Int. paid, | J. A. H.; |
| "Aug. 11/90, | 140.   | Int. paid, | J. A. H.; |
| "Feb. 13/91, | 140.   | " "        | J. A. H.; |
| "Aug. 11/91, | 140.   | " "        | J. A. H.; |
| "Feb. 11/92, | 140.   | " "        | J. A. H.; |
| "Aug. 12/92, | 140.   | " "        | J. A. H.; |
| "Feb. 11/93, | 140.   | " "        | J. A. H.; |
| "Aug. 12/93, | 140.   | " "        | J. A. H.; |
| "Feb. 12/94, | 140.   | " "        | J. A. H.; |
| "Aug. 11/94, | 140.   | " "        | J. A. H.; |
| "Feb. 12/95, | 140.   | " "        | J. A. H.; |
| "Aug. 10/95, | 140.   | " "        | J. A. H.; |
| "Feb. 12/96, | 140.   | " "        | J. A. H.; |

There is due for the said plaintiff, from said William Howard, as administrator of the estate of Asa Bates, deceased, the sum of Four Thousand Dollars (\$4000.00) which she claims with interest thereon from the 12th day of February, 1896, A. D., at the rate of seven per centum per annum payable semi-annually;

That plaintiff on or about the 5th day of July, 1894, A. D., duly presented her said claim against the estate of the said Asa Bates, deceased, to said administrator and that the said administrator allowed the same.

4. That on or about the 31st day of January, 1896, A. D., the defendant, Amelia B. Applegate, filed in the Probate Court of said Kenyon County a written requisition on the said William Howard as administrator as aforesaid to disallow and reject the said claim of plaintiff and thereunto entered into an undertaking with sureties approved by the judge of said probate Court conditioned to pay all costs and expenses of contesting such claim in case the same shall be finally allowed;

That the said administrator was thereupon duly notified of the filing of said requisition upon him and of the giving of said undertaking;

That on the 31st day of January, 1896, A. D. the said William Howard as administrator as aforesaid notified the plaintiff agent James R. Williams that he as such administrator had received from the hands of one William Applegate a notice from the said Amelia B. Applegate as an heir of

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the 16th Clerk's County State of

Ohio.

says:- A. D. Asa in fu A. D., in the of the appointment administrator him as

administrator the said appointed deceased; is a daughter

the said Isa Bates, deceased, requiring the said administrator to reject and disallow the said claim of plaintiff, and said claim was then by said administrator rejected and disallowed on the 3<sup>rd</sup> day of February, 1896. A. D.

Therefore, the said plaintiff, Sarah A. Williams, prays judgment against the defendant, William Howard as administrator of the estate of Isa Bates, deceased, for the sum of Four Thousand Dollars (\$4000.00) with interest thereon from the 12<sup>th</sup> day of February, 1896. A. D., at the rate of seven per centum per annum payable semi-annually; and further prays that the costs in this action may be awarded against the defendant, Amelia B. Applegate, according to the statute in such case made and provided, and for all relief to which said plaintiff may be found entitled.

Robinson & Woodburn Esq  
J. T. Holmes  
Attorneys for Sarah A. Williams.

The State of Ohio, Franklin County, ss:

James S. Williams, being first duly sworn, says he is the duly appointed and acting agent of the plaintiff, Sarah A. Williams: that the facts stated in the foregoing petition of said Sarah A. Williams are within his personal knowledge; that as such agent he has possession of the promissory note in said petition described; and that the facts stated in the foregoing petition of said Sarah A. Williams are true as he verily believes.

J. S. Williams

Sworn to before me and in my presence signed by the said James S. Williams on this the 18<sup>th</sup> day of July, 1896. A. D.

Richard G. Luns  
Notary Public of  
Franklin County, Ohio.

The issuing and service of summons on Amelia B. Applegate is waived and her appearance entered this 20<sup>th</sup> day of July, 1896.

Amelia B. Applegate by  
Samson & Common her Atty.

To the Clerk:

Issue summons for defendants to the Sheriff of Union County, Ohio, returnable according to law; Endorse; Amount claimed against said administrator \$4000.00, with interest from February 12<sup>th</sup>, 1896, at 7 per cent per annum payable semi-annually and against Amelia B. Applegate the costs of this action.

Robinson & Woodburn Esq  
J. T. Holmes, Atty. for Pl.

Summons.

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Answer Ed

Cross-Petition

Amelia B. Applegate.

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On the 16<sup>th</sup> day of July A.D. 1896, the following summons was issued by the Clerk of this Court, to-wit:

Summons.

The State of Ohio, County of Coshocton.  
To the Sheriff of Coshocton County:

You are hereby commanded to notify William Howard, Admin, and Amelia B. Applegate that they have been sued by Sarah A. Williams in the Court of Common Pleas of Coshocton County, and must answer by the 15<sup>th</sup> 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 27<sup>th</sup> day of July, A. D. 1896.

Witness my hand and the seal of said Court, this 16<sup>th</sup> day of July, A. D. 1896.

Seal

J. N. Small Clerk

Afterward on the 24<sup>th</sup> day of July A. D. 1896, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Sheriff's Return.

The State of Ohio,  
Coshocton County,

Sheriff's Return.

|                |       |
|----------------|-------|
| Sheriff's Fee  | \$ 10 |
| Service Return | 50    |
| Charges        | 2 00  |
| Copy           | 30    |
| Total          | 3 70  |

Received this writ July 16<sup>th</sup> A. D. 1896, at one o'clock P. M. and served same by handing a true copy of this writ with the underwritten summons to William Howard personally on the 16<sup>th</sup> day of July 1896 = Amelia B. Applegate not found.

J. S. Snowgrass Sheriff.

Answered Cross-Petition of Amelia B. Applegate.

7147

On the 1<sup>st</sup> day of August A. D. 1896, the following answer and Cross-Petition was filed with the Clerk of this Court, to-wit:

Sarah A. Williams

vs.  
William Howard, Admin.  
of the estate of Asa Bates deceased, and  
Amelia B. Applegate

Court of Common Pleas  
Coshocton County, Ohio.

The said Amelia B. Applegate answering and by way of Cross-Petition says:

The plaintiff ought not to have and maintain her said action against this defendant and the said William Howard, administrator, because this defendant says:

That at the time of the date of the note mentioned in the petition said Asa Bates was a resident of said County of Coshocton, and was then the owner of several hundred acres of unincumbered real estate in said County, which real estate was of the value of more than fifty thousand dollars.

The plaintiff resided in Mechanicsburg, Ohio, and had quite a sum of money which she desired to loan.

The said Stephen S. Staley nominal payee of said note is a brother of the plaintiff and lived near her

place of residence.

J. M. Smith is a daughter of said Asa Batis, and in August 1889, she lived with her husband, F. Smith, in the City of Columbus, Ohio.

She was then the owner of a parcel of real estate in said City, on which she desired to erect a residence and to further improve the same.

The said J. M. Smith not having the means to make said improvements and learning that the plaintiff had money to loan entered into negotiations with her for a loan of four thousand dollars, which she explained to the plaintiff was to make said improvements on her real estate in the City of Columbus.

And the said J. M. Smith offered as security for said loan a mortgage on said Columbus real estate but as the improvements had not yet been made the plaintiff did not deem said real estate of sufficient value to secure said loan.

It was then understood, agreed and arranged by and among the said parties, to-wit, the plaintiff, J. M. Smith and Asa Batis that the said plaintiff would loan said money to J. M. Smith for the purpose aforesaid and that she and her husband should execute a mortgage on said Columbus property to secure said loan and in order to insure the use of said money in making said improvements, said Asa Batis agreed to, and did, sign a note, a copy of which appears in the petition, but at the same time and as a part of the same transaction the said J. M. Smith and her husband F. Smith executed a mortgage on the said Columbus property to secure the said loan.

Omitting the acknowledgment which is properly made, the following is a copy of said mortgage:

Know All Men by these Presents:

That J. M. Smith - formerly J. M. Batis, and F. Smith, Husband and wife, in consideration of Four Thousand and (\$4000 00) to them paid by Stephen S. Staley; the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and convey to the said Stephen S. Staley, his heirs and assigns forever, the following Real Estate, situated in the City of Columbus, Franklin County, Ohio, to-wit;

Lot number fourteen (14) of George O. Parsons Third Addition to the City of Columbus, Ohio, subdivision of parts of Lots, Nos. Four (4) Five (5) and Six of Bryan's subdivision of the north part of Half Section No. 24, Township No. 5, Range No. 22 Refuge Lands as said lot is numbered and delineated on the recorded plat of said addition in Plat Book No. 3 page 348 Recorder's Office, Franklin County, Ohio.

And the estate title and interest of the said grantors either in law or in equity of, in and to

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said premises together with all the privileges and appurtenances to the same belonging and the rents, issues and profits thereof:

to have and to hold the same to the only proper use of the said grantee his heirs and assigns forever.

And the said J. M. Smith for herself and for her heirs, executors and administrators do hereby covenant with the said grantee, his heirs and assigns that she is the true and lawful owner of the said premises and has full power to convey the same, that the title so conveyed is clear free and unincumbered, and further that she does warrant and will defend the same against all claims or claims of all persons whomsoever.

Provided nevertheless that if any one Asa Bates shall pay or cause to be paid his certain promissory note, of which the following is a copy, to-wit:

\$4000.00

Columbus Ohio, August 12<sup>th</sup> 1889.

Five years after date I promise to pay to the order of Stephen S. Staley, Four Thousand Dollars with interest at the rate of seven per cent per annum, payable semi-annually.

Value Received.

Asa Bates.

Then these Presents shall be void.

In Witness whereof, the said J. M. Smith and F. Smith who hereby release right and expectancy of dower in said premises, have hereunto set their hands, this 12<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and Eighty Nine (1889).

Signed and acknowledged in presence of  
F. P. Jackson.

J. M. Smith  
F. Smith

Paul Jones.  
This defendant says that upon the execution of said papers which constitute one and the same transaction the said plaintiff loaned said money to J. M. Smith and went on and as she had agreed made the said improvements.

No part of the consideration for the said note or mortgage was received by the said Asa Bates as the plaintiff well knows, and the one object and purpose of said parties in having the said Asa Bates sign the said note was to insure the use of said money in making said improvements.

Said improvements were made and completed within a short time after the date of said note and when completed made said mortgaged property ample security for said loan, all of which the plaintiff well knows.

From the date of said note and mortgage till the time of the death of the said Asa Bates the said J. M. Smith with the knowledge and consent of the plaintiff regarded said loan as her own and she

paid the installments of interest there and plaintiff made no claim against the said Asa Bates for interest or payment on said loan, but treated the said J. W. Smith as the sole party owing said indebtedness.

This defendant further says that the said Stephen S. Staley had nothing to do with the negotiations for said loan, and no part of the money was advanced or furnished by him.

She was and is the brother of the plaintiff and she chose to have the note and mortgage made to him and the business done in his name, but all the business was transacted by her and the loan was made by her as herein set forth.

Said mortgage was left for record with the Recorder of Franklin County, Ohio, on the 15<sup>th</sup> day of August 1889, and was by him recorded in Volume 131, Page 221 and 222 of the Records of Mortgages for said County of Franklin.

This defendant is a daughter and heir of the said Asa Bates and as such is concerned in the distribution of his estate and she avers that said loan, note and mortgage were one transaction and the money loaned having been expended for improvements on said mortgaged property, the obligation of the said Asa Bates has been fulfilled and his estate should no longer be held for payment of said note, or at least the said Asa Bates stands as surety merely for said J. W. Smith and F. Smith, and the said mortgaged property will be more than sufficient to pay said loan, and his estate should not be held or distributed till the said mortgaged property and effects of the said J. W. and F. Smith are first exhausted.

The said J. W. Smith and F. Smith are necessary parties in this case and they are made parties to this Cross-Petition and required to answer the same.

Second Defense.

For a second and further defense this defendant says that she reaffirms the statements and allegations in her first defense and Cross-Petition herein and further avers that the reason plaintiff caused said note and mortgage mentioned in the Cross-Petition herein to be made to the said Stephen S. Staley was for the purpose of avoiding payment of taxes of said loan, that the said Stephen S. Staley was insolvent as plaintiff well knew, and this defendant avers that the making of said note and mortgage to said Stephen S. Staley for the purpose aforesaid was and is against public policy and fraudulent, and the said note and mortgage void as against the estate of said Asa Bates.

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Therefore this defendant prays that the said note and mortgage may be declared fraudulent and void as against the estate of the said Asa Batis and the petition against this defendant and said Administrator dismissed.

Or if that may not be done then that the said plaintiff may be held to be estopped and that she may be enjoined from proceeding against the estate of the said Asa Batis in this action till she has first exhausted the said mortgaged property and the effects of the said J. M. and F. Smith and for all other and further relief so may be equitable and just, and the Court shall see meet.

Cameron & Cameron  
Attorneys for  
Amelia B. Applegate, Deft.

The State of Tennessee, Hamilton County, ss.

Amelia B. Applegate being first duly sworn says she believes the allegations made, and facts stated in her foregoing Answer and Cross petition to be true.

Amelia B. Applegate.

Sworn to before me and signed in my presence, this 30th day of July, 1896.

J. F. Halyclaw  
Notary Public

(seal)

On the 15th day of August a.D. 1896, the following Precipe was filed with the Clerk of this Court, to-wit:

To the Clerk of the Court of Common Pleas of Union County, Ohio.

Please issue a summons directed to the Sheriff of Franklin County, Ohio, for F. Smith and J. M. Smith in case of Sarah A. Williams vs. Wm Howard et al.

The above named defendants F. Smith and J. M. Smith are made defendants on Answer and Cross petition of Amelia B. Applegate.

Cameron & Cameron  
Attorneys for Amelia B. Applegate.

On the 15th day of August a.D. 1896, the following Summons in Cross-Petition was issued to the Sheriff of Franklin County, to-wit:

Summons in Cross-Petition.

The State of Ohio, Union County,  
To the Sheriff of the County of Franklin:

You are commanded to notify F. Smith & J. M. Smith that Amelia B. Applegate has filed an Answer and Cross petition in the case of Sarah A. Williams against William Howard Administrator of the estate of Asa Batis, deceased, and Amelia B. Applegate in the Court of Common Pleas of Union County, and that unless they answer by the 12th day of September a.D. 1896, the cross petition of the said Amelia B. Applegate against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 24<sup>th</sup> day of August A.D. 1896.

Witness my hand and seal of the said Court at Mansville this 15<sup>th</sup> day of August A.D. 1896.

*(Seal)*

W. Russell Clerk of the Common Pleas Court, Union County, O.

By Wm F. Russell Deputy.

Sheriff's Return.

Afterward on the 24<sup>th</sup> day of August A.D. 1896, the Sheriff of Franklin County Ohio, returned said writ to the Clerk's office in said County, which return is as follows:

State of Ohio, Franklin County, ss:

Received this writ August 17<sup>th</sup> A.D. 1896, at 8 o'clock P.M. and pursuant to its command on the 18<sup>th</sup> day of August A.D. 1896, I served the same by leaving a true and duly certified copy of this writ with all the endorsements thereon at the usual place of residence of each of the following of the within named defendants F. Smith and J. W. Smith.

Sheldon J. Young Sheriff

Fees. \$1.80.

By Elisha Thompson Deputy.

On the 15<sup>th</sup> day of August A.D. 1896, the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer 7147

Sarah A. Williams  
vs  
William Howard Admin  
etc et al.

Court of Common Pleas,  
Union County, Ohio.

The plaintiff demurs to the 1<sup>st</sup> and second defense of Amelia B. Applegate and says each of said alleged defenses fail to set forth facts constituting a defense to the plaintiffs petition.

J. T. Holmes Ed  
Robinson Ed Woodburn  
Attorneys for Plaintiff.

On the 15<sup>th</sup> day of August A.D. 1896, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7147

Sarah A. Williams  
vs  
William Howard  
Administrator etc. et al

Court of Common Pleas  
Union County, Ohio.

The plaintiff moves the Court to strike out of defendant Amelia B. Applegate second defense the allegation that she avers in her second defense, the allegations of the first defense and make her second defense more certain and specific by making therein the averments upon which she relies as a defense.

J. T. Holmes Ed  
Robinson & Woodburn  
Attorneys for  
Plaintiff

Separate  
summons of  
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Separate  
Answer of  
J. W. Smith.  
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On the 9th day of September A.D. 1896, the following separate  
Answer of Josephine W. Smith, was filed with the Clerk of this Court, to-wit:  
Sarah A. Williams

Court of Common Pleas,  
Knox County, Ohio.

vs.  
William Howard Administrator  
of the Estate of Asa Batis, deceased,  
and Amelia B. Applegate.

Josephine W. Smith, being the person re-  
ferred to and described by the name of J. W. Smith in the  
answer and cross petition of the defendant, Amelia B. Applegate,  
herin filed, for her answer to the said answer and cross  
petition admits that at the date of the note mentioned in  
the petition herin, her father, Asa Batis, was a resident of  
Knox County, Ohio, and was then the owner of several hundred  
acres of unincumbered real estate in said county, and that  
said real estate was of the value of more than forty thousand  
and dollars;

That in August, 1889, she lived with her husband,  
Florenz Smith, in the City of Columbus, Ohio;

That she was in August, 1889, the owner of a par-  
cel of real estate situate in said City of Columbus;

That one Stephen S. Staley is the brother of the  
plaintiff herin;

That said Amelia B. Applegate is a daughter and  
heir of said Asa Batis.

And further answering the said answer and cross  
petition, said Josephine W. Smith denies each and every  
allegation in said answer and cross petition contained  
not herin admitted.

And further answering the said answer and cross  
petition of her sister, said Josephine W. Smith says that prior  
to the 12th day of August, A. D. 1889, her said father had  
made her said sister, Amelia, an advancement out of his prop-  
erty in the sum of Four thousand and two hundred (\$4200.00)  
Dollars; that her said father desiring and intending also to  
make her, said Josephine W. Smith, an advancement out of  
his property, on the 12th day of August, A. D. 1889, borrowed  
the sum of Four thousand (\$4000.00) Dollars and for the  
payment by him of the sum or borrowed her father  
executed and delivered the note mentioned and described in  
the said answer and cross petition and upon which the  
plaintiff sues herin;

That her said father on said 12th day of August,  
1889, made her, said Josephine W. Smith, an advancement  
out of his property of the said sum of Four thousand  
(\$4000.00) Dollars together with the further sum of Two Hundred  
Ninety six and 87/100 Dollars (\$296.87) for the purpose of building  
her a home upon the following described real estate situate  
in the City of Columbus, in the County of Franklin, in  
the State of Ohio, and then owned by her in fee simple, to-wit: Lot Number

Fourteen (14) of George W. Parsons Third Addition to the City of Columbus, Ohio, subdivision of parts of Lots Nos. Four (4), Five (5) and Six (6) of Bryden et al. subdivision of the North part of Half section No. 24, Township No. 5, Range No. 22, Refugee Lands, as said lot is numbered and delineated on the recorded plat of said addition in Plat Book No. 3, page 348, Recorder's Office, Franklin County, Ohio;

That as collateral security for the payment of the said note (when the same would become due and payable) by the said Asa Bates, and not otherwise, she together with her said husband on the said 12<sup>th</sup> day of August, A.D. 1889, executed, acknowledged and delivered to the payee of said note a mortgage upon the said Lot Number Fourteen (14), a true copy of which mortgage with all indorsements thereon is hereto attached and marked "Exhibit A." and which mortgage was duly recorded in Mortgage Record No. 131, pages 221 and 222 of the records of said Franklin County;

That said mortgage provided that if said Asa Bates pay or cause to be paid the said note said mortgage should be void, the condition of defeasance of said mortgage being therein written and contained in the words and figures following, to-wit:-

"Provided, nevertheless, that if one Asa Bates shall pay or cause to be paid his certain promissory note of which the following is a copy, to-wit:-

"\$4000.00

Columbus, O. August 12, 1889.

"Five years after date I promise to pay to the order of Stephen S. Staley Four thousand Dollars with interest at the rate of seven per cent. per annum from date, payable semi-annually. Value Received.

Asa Bates.

That said promise shall be void."

And further answering the said answer and Cross petition of her sister, said Josephine W. Smith says that neither she nor her said husband resides within the County of Linn in the State of Ohio, nor have they or either of them at any time resided in said Linn County since the 3<sup>rd</sup> day of November, A.D. 1886;

That she and her said husband have continuously since said 3<sup>rd</sup> day of November, A.D. 1886, been and they each are now bona fide residents of the City of Columbus, in the County of Franklin, in the State of Ohio.

Therefore said Josephine W. Smith insists that the Court here has no jurisdiction of the case made or attempted to be made by said answer and Cross petition of her sister as against her or of herself and by reason of the promise prays that she may go hence without day and for all other relief to which she may be entitled.

Elizabeth Smith  
Attorney for Josephine W. Smith

The State of Ohio, Franklin County, ss:  
Josephine M. Smith, being first duly sworn, says that the facts stated in her foregoing answer are true as she verily believes.

Josephine M. Smith  
I come to before you and in my presence signed by the said Josephine M. Smith on this the 5th day of September, A.D. 1896.

Edwin C. Irvine  
Notary Public of Franklin County, Ohio.

Exhibit - A.

Know all men by these presents: - That J. M. Smith, formerly J. M. Bates, and F. Smith, husband and wife, in consideration of Four Thousand Dollars (\$4000.00) to them paid by Stephen S. Staley, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said Stephen S. Staley his heirs and assigns forever the following Real Estate situate in the City of Columbus, Franklin County, Ohio, to-wit: - Lot Number Fourteen (14) of George W. Parsons third Addition to the City of Columbus, Ohio, subdivision of parts of Lots Nos. Four (4), Five (5) and Six (6) of Snyder et al. subdivision of the North part of half section No. 24, Township No. 5, Range No. 22, Refugee Lands, as said lot is numbered and delineated on the recorded plat of said addition in Plat-Book No. 3, page 348, Recorder's Office, Franklin County, Ohio, and all the Estate, Title and Interest of the said grantors either in Law or in equity, of, in and to the said premises; together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof, to have and to hold the same to the only proper use of the said grantee his heirs and assigns forever.

And the said J. M. Smith for herself and for her heirs, executors and administrators, do hereby covenant with the said grantee his heirs and assigns, that she is the true and lawful owner of the said premises, and has full power to convey the same: that the title, or conveyed, or conveyed, is clear, free and unincumbered; and further, that she does warrant and will defend the same against all claim, or claims, of all persons whatsoever.

Provided, nevertheless, that if one Asa Bates shall pay or cause to be paid his entire promissory note of which the following is a copy, to-wit:

"\$4000.00 Columbus O., August 12, 1889.  
" Five years after date I promise to pay to the order of Stephen S. Staley Four thousand Dollars, with interest at the rate of seven per cent. per annum from date payable semi-annually.  
"Asa Bates."

These presents shall be void.

City of Four (4), of the Range and delineated in Plat-Book No. 3, page 348, Recorder's Office, Franklin County, Ohio; the said the said said husband acknowledged the same upon which recorded of the Asa Bates mortgage and figures shall pay which the the order interest at the, payable to. and cross goes that the County either of since continuously they each in the attempted of her sons of the day and Smith line M. Smith

En witness whereof, the said J. M. Smith and F. Smith who hereby release his right and expectancy of down in said premises, have hereunto set their hands, this 12th day of August in the year of our Lord One thousand Eight hundred and Eighty Nine.

Signed and acknowledged in presence of us:

E. P. Jackson.

Paul Jones.

J. M. Smith  
F. Smith

The State of Ohio, County of Franklin, ss:

Be it remembered, that on the 12th day of August, in the year of our Lord One thousand Eight hundred and Eighty-Nine, before me, the subscriber, a Notary Public in and for said County, personally came J. M. Smith and F. Smith, the grantors in the foregoing Mortgage, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned.

En testimony whereof, I have hereunto subscribed my name, and affixed my Notarial seal, on the day and year last aforesaid.

F. P. Jackson, Notary Public,

seal

in and for Franklin County, Ohio,

On the 9th day of September, A. D. 1896, the following Separate Answer of F. Smith was filed with the Clerk of this Court, to-wit:

Sarah A. Williams

County of Common Pleas,  
Linn County, Ohio.

William Howard, Administrator  
of the Estate of Asa Bates, decd.  
and Amelia B. Applegate.

Florizel Smith, being the person referred to and described by the name of F. Smith in the Answer and Cross-Petition of the defendant, Amelia B. Applegate, herein filed, for his answer to the said Answer and Cross petition admits that at the date of the note mentioned in the petition herein Asa Bates was a resident of Linn County, Ohio, and was then the owner of several hundred acres of unincumbered real estate in said County, and that said real estate was of the value of more than Forty thousand Dollars:

That in August, 1889, his wife, Josephine M. Smith, lived with him in the City of Columbus, Ohio;

That his said wife was in August, 1889, the owner of a parcel of real estate situated in said City of Columbus;

That one Stephen S. Staley is the brother of the plaintiff herein; and that said Amelia B. Applegate is a daughter and heir of Asa Bates.

And further answering the said answer and cross petition, said Florizel Smith denies each and every allegation in said answer and cross petition not herein admitted.

And further answering the said answer and cross petition, said Florizel Smith says that prior to the 12th day of August, A. D. 1889, said Asa Bates had made his said daughter,

Separate Answer  
of F. Smith

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Andia B. Applegate, an advancement out of his property in the sum of Four Thousand Two Hundred Dollars (\$4200.00);  
 That said Asa Bates desiring and intending also to make his daughter, the said Josephine M. Smith, an advancement out of his property, on the 12<sup>th</sup> day of August, A.D. 1889, borrowed the sum of Four Thousand Dollars (\$4000.00) and for the payment by him, said Asa Bates, of the sum so borrowed, Asa Bates executed and delivered the note mentioned and described in the said answer and cross petition, and upon which the plaintiff herein sues;

That said Asa Bates on said 12<sup>th</sup> day of August, 1889, made his said daughter, Josephine M. Smith, an advancement out of his property of the said sum of Four Thousand Dollars (\$4000.00) together with the further sum of Two Hundred Nineteen Six and 87/100 Dollars (\$296.87) for the purpose of building a home for his said daughter, Josephine M. Smith upon the following described real estate situated in the City of Columbus, Ohio, in the County of Franklin, in the State of Ohio, and then owned by said Josephine M. Smith, to-wit: Lot Number Fourteen (14) of George M. Parsons' Third Addition to the City of Columbus, Ohio, subdivision of parts of Lots Nos. Four (4), Five (5) and Six (6) of Bryan et al. subdivision of the north part of half Section No. 24, Township No. 5, Range No. 22, Refugee Lands, as said lot is numbered and delineated on the recorded plat of said addition in Plat Book No. 3, page 348, Recorder's Office, Franklin County, Ohio;

That as collateral security for the payment of the said note (when the same would become due and payable) by the said Asa Bates, and not otherwise, said Josephine M. Smith and said Elizabeth Smith on the 12<sup>th</sup> day of August, A.D. 1889, as husband and wife, executed and delivered to the payee of said note a mortgage upon said lot number Fourteen (14), a true copy of which mortgage with all indorsements thereon is hereto attached and marked "Exhibit A", and which mortgage was duly recorded in Mortgage Record No. 131, pages 221 and 222 of the records of said Franklin County;

That said mortgage provided that if said Asa Bates pay or cause to be paid the said note and mortgage should be void, the conditions of defeasance of said mortgage being therein written and contained in the words and figures following, to-wit:

"Provided, nevertheless, that if one Asa Bates shall pay or cause to be paid his certain promissory note of which the following is a copy, to-wit:  
 \$4000.00 Columbus, O., August 12, 1889.  
 "Five years after date I promise to pay to the order of Stephen S. Haley, Four Thousand Dollars with interest at the rate of Seven per cent. per annum from date semi-annually - Value Received. Asa. Bates.  
 "then these conditions shall be void."

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And further answering the said Answer and Cross-petition, said Florjzel Smith says that neither he nor his said wife reside within the County of Logan in the State of Ohio, nor have they or either of them at any time resided in said Logan County since the 30th day of November, 1856:

That he and his said wife have continuously since said 30th day of November, A.D. 1856, been and they each now are bona fide residents of the City of Columbus, in the County of Franklin, in the State of Ohio.

Therefore said Florjzel Smith insists that this Court has no jurisdiction of the case made or attempted to be made by said answer and Cross petition of said Amelia B. Applegate against him or of himself and by reason of the premises prays that he may go hence without day and for all relief to which he may be entitled.  
Florjzel Smith.

The State of Ohio,  
Franklin County, ss: -

Florjzel Smith being first duly sworn says that the facts stated in his foregoing answer are true as he verily believes.

Florjzel Smith

Sworn to before me and in my presence, signed by the said Florjzel Smith on this the 5th day of September, 1896.

Ed Williams

Notary Public in and for Franklin County, Ohio.

"Exhibit A."

Know all men by these Presents: - That J. M. Smith, formerly J. M. Bates, and F. Smith, husband and wife, in consideration of Four thousand Dollars (\$4000.00) to them paid by Stephen S. Staley, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said Stephen S. Staley his heirs and assigns forever the following real estate situated in the City of Columbus, Franklin County, Ohio, to-wit:

Lot Number Fourteen (14) of George M. Parsons Third Addition to the City of Columbus, Ohio, subdivision of parts of Lots Nos. Four (4), Five (5) and Six (6) of Brydson et al. subdivision of the North part of Half Section No. 24, Township No. 5, Range No. 22, Refugee Lands, as said lot is numbered and delineated on the recorded plat of said addition in Plat Book No. 3, page 348, Recorder's Office, Franklin County, Ohio, and all the estate, title and interest of the said grantors either in Law or in Equity, of, in and to the said premises; together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof; to have and to hold the same to the only proper use of the said grantee his heirs and assigns forever.

Entry 7147

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And the said J. M. Smith for herself and for her heirs, executors and administrators, do hereby covenant with the said grantee his heirs and assigns, that she is the true and lawful owner of the said premises, and has full power to convey the same;

That the title or conveyed, is clear, free and unincumbered; and further, that she does warrant and will defend the same against all claims, or claims, of all persons whomsoever.

Provided, nevertheless, that if one Asa Bates shall pay or cause to be paid his certain promissory note of which the following is a copy, to-wit:

(\$4000.00) Columbus, Ohio, August 12, 1889.  
Five years after date I promise to pay to the order of Stephen S. Staley Four Thousand Dollars with interest at the rate of seven per cent. per annum from date payable annually. Value Received.

Asa Bates.

then these presents shall be void.

In witness whereof, the said J. M. Smith and F. Smith who hereby release his right and expectancy of dower in said premises have hereunto set their hands, this 12th day of August in the year of our Lord One Thousand Eight Hundred and Eighty-Nine.

Signed and acknowledged in presence of us:

F. P. Jackson.

Paul Jesus.

J. M. Smith  
F. Smith

The State of Ohio, Linn County, ss:

Be it remembered, that on the 12th day of August, in the year of our Lord One Thousand Eight Hundred and Eighty Nine, before me, the subscriber, a Notary Public in and for said County, personally came J. M. Smith and F. Smith, the grantors in the foregoing mortgage, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.



F. P. Jackson Notary Public  
in and for Franklin County, Ohio.

On the 30th day of September A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7147

Sarah A. Killians

vs

William Howard Adm.  
of Asa Bates, deceased  
and  
Amelia B. Applegate.

Court of Common Pleas,  
Linn County, Ohio.

This day came on this cause to be heard on the answer of the plaintiff to the first and second

defense of the answer and cross petition of Amelia B. Applegate one of the defendants.

Whereupon the Court being fully advised in the premises after full argument by Counsel of both parties, do sustain said demurrer as to both defenses set up in said answer of Amelia B. Applegate and this cause is passed for further action of the Court.

The defendant Amelia B. Applegate excepts to the ruling of the Court in sustaining the said demurrer.

Cameron & Cameron  
Robinson & Woodburn

On the 5<sup>th</sup> day of October A.D. 1896, the following Motion was filed with the Clerk of this Court, to-wit:

Motion  
7147

Sarah A. Williams  
vs  
Jas Howard, Adm'r. ec.  
et al.

Court of Common Pleas  
Union County Ohio.

The plaintiff moves the Court to strike from the files the answer of Josephine M. Smith and Elizabeth Smith to the cross petition of Amelia B. Applegate and to dismiss the said Josephine M. Smith and Elizabeth Smith from this case on the ground that no authority of the Court was given to make said Josephine M. Smith or Elizabeth Smith a party and they are neither a necessary or proper party in this cause.

Robinson & Woodburn Ec  
J. T. Holmes, Atty. for Plff.

On the 17<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court to-wit:

Entry  
7147

Sarah A. Williams  
vs  
Jas Howard et al

Court of Common Pleas,  
Union County Ohio.

This day came on this cause to be further heard as the motion of plaintiff to strike from the files the cross petition of Josephine M. Smith and Elizabeth Smith and to dismiss them from this cause for reasons stated in her written motion.

Wherefore the Court being fully advised in the premises do sustain said motion and said defendants are by the Court dismissed but no papers are to be withdrawn from the files by the parties, to which ruling of the Court the said Amelia B. Applegate excepts.

Whereupon the said Amelia B. Applegate not desiring to further plead against said plaintiff in this case and having excepted to the sustaining of the demurrer to her petition hereinbefore and having no desire further to answer,

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the Court do find for the plaintiff the right of trial by jury being waived by the parties; and do find there is due on the note in the petition described to the plaintiff from the said <sup>Wm</sup> Howard as the Administrator of Isaac Bates deceased, the sum of Four Thousand Dollars with interest thereon from the 12<sup>th</sup> day of February 1896, at the rate of seven per cent. per annum payable semi-annually, and therefore it is ordered and adjudged by the Court that plaintiffs said claim be allowed and paid according to law by said Administrator as a valid claim against said estate, and that the said Amelia B. Applegate pay the costs herein within thirty days and in default thereof that execution issue therefor, to all of which ruling and judgment of the Court said Amelia B. Applegate excepts.

Attest  
 J. M. Gosnell  
 Clerk.

By Jno A. Gosnell Deputy.



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Please continued and held at the Court House in  
Marysville, within and for the County of Union, in the South  
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 4<sup>th</sup> day of January  
in the year of our Lord One Thousand Eight Hundred and  
Ninety Seven.

By it remembered that on the 8<sup>th</sup> day of January  
A.D. 1897, George A. Clark & Bro. filed in the Clerk's Office of  
the said Court of Common Pleas, the following Petition  
against John A. Wood, to-wit:

Petition  
7283

George A. Clark & Brother, Court of Common Pleas,  
vs. Union County, Ohio.

John A. Wood, Plaintiff is a partnership formed for  
the purpose of carrying on business in the State of Ohio  
and elsewhere.

There is due said plaintiff George A. Clark & Brother,  
from said defendant, John A. Wood, the sum of Six Hundred  
and Forty-one Dollars (\$641.00) which he claims with interest  
from the 8<sup>th</sup> day of April, A.D. 1896, upon an account  
for certain goods and merchandise sold and delivered  
by said plaintiff to said defendant at his request; a copy  
of which account is hereto attached and made a part  
of this petition.

The plaintiff says there are no credits shown.  
Therefore plaintiff asks judgment against said defendant  
in said sum of Six Hundred and Forty-one Dollars,  
with interest from the 8<sup>th</sup> day of April A.D. 1896, and  
for his costs herein expended.

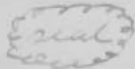
Charles W. Knight  
Attorney for Plaintiff.

State of Ohio, Union County, ss:

Charles W. Knight being sworn says that he  
is the attorney of the plaintiff, duly authorized herein, that  
said plaintiff is not a resident of Union County, and  
is now absent therefrom, and that the facts stated in  
the above pleading are, as affiant believes, true.

Charles W. Knight.

Sworn to before me and signed in my presence  
this 8<sup>th</sup> day of January A.D. 1897.



Arthur C. Longbrake  
Notary Public Union County, O.

The State of Ohio Union County, ss.

I hereby waive the issuing  
and service of summons and enter my appearance herein  
this 8<sup>th</sup> day of January, 1897.

Waiver

J. H. Broadrick, Attorney for Defendant.

|      |    |
|------|----|
| 1895 |    |
| Oct. | 11 |
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New York, Sept. 16<sup>th</sup> 1896.  
 Mr. John H. Wood  
 Mansfield, Ohio.  
 To George A. Clark & Brother, Dr.  
 Sole Agents for the Clark Thread Company.  
 Payable in New York Funds.

| 1895 |      | To Spool Cotton. |       |     |    |
|------|------|------------------|-------|-----|----|
| Oct. | 11   |                  | 65    | 99  |    |
|      | 29   |                  | 69    | 80  |    |
| Nov. | 15   |                  | 44    | 42  |    |
|      | "    |                  | 1     | 72  |    |
|      | 27   |                  | 72    | 33  |    |
| Dec. | 12   |                  | 42    | 30  |    |
| 1896 | Jan. | 6                | 44    | 42  |    |
|      | 29   |                  | 54    | 99  |    |
|      | "    |                  | 1     | 60  |    |
| Feb. | 24   |                  | 52    | 88  |    |
|      | 26   |                  | 63    | 45  |    |
| Mar. | 25   |                  | 50    | 76  |    |
| Apr. | 8    |                  | 76    | 14  |    |
|      |      |                  | Total | 641 | 00 |

New York, Oct. 11<sup>th</sup> 1895.  
 Mr. J. H. Wood  
 Mansfield, O.

Bought of George A. Clark & Brother,  
 Sole Agents for the Clark Thread Company.  
 Terms 6 months net cash, in New York Bankable Funds.  
 Interest on anticipated payments allowed at the rate of 8% per annum.  
 156 Dyz. Clarks "D. N. T." Spool Cotton. 45 \$70.20  
 Less 6% 4.21 \$65.99

Interest at 8% per annum allowed for the full 6 months for cash within 10 days from date of bill.  
 Duplicate.

If freight charges on this shipment have not been prepaid, deduct amount paid at time of settlement, and send us receipted freight bill.

Bills not paid when due subject to draft.

New York Oct. 29, 1895.

Mr. J. H. Wood

Mansfield, Ohio.

Bought of George A. Clark & Brother,  
 Sole Agents for the Clark Thread Company.

165 Dyz. Clarks "D. N. T." Spool Cotton 45 \$74.25  
 Less 6% 4.45 \$69.80

Goods to C. W. Williams, Mechanicsburg, Ohio.

Duplicate.

Bills not paid when due subject to draft.

New York Nov. 13<sup>th</sup> 1895.

Mr. J. H. Hood

Marysville, Ohio.

Bought of George A. Clark & Brothers,  
Sole Agents for the Clark Thread Company.

105 Doy. Clark "O. N. T." Spool Cotton. 45 \$47.25  
Less 6% 2.83 \$44.42

Duplicate

Bills not paid when due subject to draft.

New York Nov. 13, 1895.

Mr. J. H. Hood

Marysville, Ohio.

Bought of George A. Clark & Brothers,  
Sole Agents for the Clark Thread Company.

Clark "O. N. T." Crochet and Darning Cotton.

6 Boxes 200 yds. Spool Crochet 40 \$2.40  
Less 15% by 45 \$1.92

This Bill is Not Cash.

New York Nov. 27, 1895.

Mr. J. H. Hood

Marysville, Ohio.

Bought of George A. Clark & Brothers,  
Sole Agents for the Clark Thread Company.

111 Doy. Clark "O. N. T." Spool Cotton. 45 \$76.95  
Less 6% 4.62 \$72.33

Duplicate.

Bills not paid when due subject to draft.

New York Dec. 12, 1895.

Mr. J. H. Hood

Marysville, Ohio.

Bought of George A. Clark & Brothers,  
Sole Agents for the Clark Thread Company.

100 Doy. Clark "O. N. T." Spool Cotton. 45 \$45.00  
Less 6% 2.70 \$42.30

Duplicate.

Bills not paid when due subject to draft.

New York Jan. 6<sup>th</sup> 1896.

Mr. J. H. Hood

Marysville, Ohio.

Bought of George A. Clark & Brothers,  
Sole Agents for the Clark Thread Company.

105 Doy. Clark "O. N. T." Spool Cotton. 45 \$47.25  
Less 6% 2.83 \$44.42

Duplicate.

Bills not paid when due subject to draft.

New York Jan. 29<sup>th</sup> 1896.

Mr. J. A. Hood

Marysville, Ohio.

Bought of George A. Clark & Brother,

Sole Agents for the Clark Thread Company.

|     |     |                                |    |         |         |
|-----|-----|--------------------------------|----|---------|---------|
| 130 | Dy. | Black "O. N. T." Spool Cotton. | 45 | \$53.50 |         |
|     |     | Less 6%                        |    | 3.01    | \$50.49 |

Duplicate.

Bills not paid when due Subject to draft.

New York Jan. 29, 1896.

Mr. J. A. Hood,

Marysville, Ohio.

Bought of George A. Clark & Brother,

Sole Agents for the Clark Thread Company.

Black "O. N. T." Broche and Darning Cotton.

|   |    |                       |    |        |        |
|---|----|-----------------------|----|--------|--------|
| 5 | Bx | 200 yds. Spool Broche | 40 | \$2.00 |        |
|   |    | Less 15% & 6%         |    | .40    | \$1.60 |

Duplicate.

This Bill is not cash.

New York Feb. 24, 1896.

Mr. J. A. Hood,

Marysville, Ohio.

Bought of George A. Clark & Brother,

Sole Agents for the Clark Thread Company.

|     |     |                                |    |         |         |
|-----|-----|--------------------------------|----|---------|---------|
| 120 | Dy. | Black "O. N. T." Spool Cotton. | 45 | \$54.25 |         |
|     |     | Less 6%                        |    | 3.57    | \$50.68 |

Duplicate.

Bills not paid when due subject to draft.

New York Feb. 26, 1896.

Mr. J. A. Hood,

Marysville, Ohio.

Bought of George A. Clark & Brother,

Sole Agents for the Clark Thread Company.

|     |     |                 |    |         |         |
|-----|-----|-----------------|----|---------|---------|
| 50  | Dy. | 202 1/2 Cabinet | 45 | \$22.50 |         |
| 100 | "   | 106 1/2 Cabinet | 45 | 45.00   |         |
|     |     | Less 6%         |    | 67.50   |         |
|     |     |                 |    | 4.05    | \$63.45 |

Duplicate.

Bills not paid when due subject to draft.

New York March 25, 1896.

Mr. J. A. Hood

Marysville, Ohio.

Bought of George A. Clark & Brother,

Sole Agents for the Clark Thread Company.

|     |     |                                |    |         |         |
|-----|-----|--------------------------------|----|---------|---------|
| 120 | Dy. | Black "O. N. T." Spool Cotton. | 45 | \$54.00 |         |
|     |     | Less 6%                        |    | 3.24    | \$50.76 |

New York April 8, 1896.

Mrs J. B. Ford

Waynesville, Ohio.

Bought of George A. Clark & Brother,

Sole Agents for the Clark Lumber Company.

Terms 6 months Net Cash, in New York Bankable Funds

Interest on anticipated payments, allowed at the rate of 8% per annum.

180 Days. Clarks "D. N. T." Spool Cotton. 45 \$81.00

Less 6% 4.86 \$76.14

Goods to C. C. Williams also Mechanicburg, Ohio.

Interest at 8% per annum allowed for the full 6 months for cash within 10 days from date of bill

Duplicate.

If freight charges on this shipment have not been prepaid deduct amount paid at time of settlement, and send us receipted freight bill.

Bills not paid when due subject to draft.

The State of New York County of New York, ss.

On this 7th day of September, 1896, before me, the undersigned, John S. E. Ward, Notary Public, Kings County, New York, Certificate filed in New York County, appeared John G. Jamis who, being by me first duly sworn according to law, did depose and say:

That he is Cashier for the firm of George A. Clark & Brother, of the City of New York, which said firm is composed of Stewart and William Clark.

That John B. Ford, of Waynesville, Ohio, is justly and truly indebted to the said George A. Clark & Brother, in the sum of Six Hundred and Forty-one Dollars (\$641.00), with lawful interest thereon, after allowing all just credits, deductions, and set-offs on open accounts for goods sold and delivered.

That the foregoing and annexed account is a true and correct copy of the account taken from the books of original entry of the said George A. Clark and Brother, and that said charges were made in said books at or about the time of their respective dates, and are correct.

That the goods, wares or merchandise, for which said charges were made were sold and delivered to the said John B. Ford at his special instigation and request, at and for the sum and price of Six Hundred and Forty-one Dollars (\$641.00).

That the terms of sale agreed upon was a credit of 60 days and said goods, wares, or merchandise, were fully and seasonably worth the prices charged therefor and agreed upon by said John B. Ford, and that said George A. Clark & Brother hold no security or satisfaction whatever to secure said debt, or any portion thereof, and are now the bona fide and legal owners and holders of said claim.

That no part of said claim is for usurious interest; and that no part thereof is paid by discount or otherwise.

That this account is within the knowledge of this

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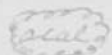
deponent just and true, that it is due, and that all just and lawful debts, payments, and credits have been allowed.

Subscribed and sworn to before me the day and year first above written.

Witness my hand and official seal, at the City of New York, in the County of New York, and State of New York.

And I certify that I am duly authorized by the laws of the State of New York to administer oaths.

John C. Lewis, Notary Public  
Kings County, New York,  
Certificate filed in New York Co.



On the 15<sup>th</sup> day of February A.D. 1897, the following Petition was filed with the Clerk of this Court, to-wit:

Clerk  
7283

George S. Clark Esq.

vs  
John H. Wood

Court of Common Pleas,  
Kings County, N.Y.

Now comes the plaintiff by his attorney, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him, to be true and that he is indebted to the plaintiff in the sum of \$674.60.

It is therefore considered by the Court that the said plaintiff, George S. Clark Esq., recover from the defendant John H. Wood the said sum of his hundred seventy four and 60/100 Dollars, and his costs herein expended taxed at \$5.00.

Attest

J. M. Gormel

Clerk.

By J. M. Gormel Deputy.



Cause continued and held at the Court House in Waverhill, within and for the County of Union, in the South 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 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 September 1895, a motion was filed in this case to-wit: James Gardner

Court of Common Pleas,  
Union County, Ohio,

Motion  
6944

vs.  
John Myers.

The plaintiff-appellee in this cause comes and moves the Court to allow the Transcript of the proceedings and judgment of the Justice of the Peace, W. R. Kniegel, brought from said Justice Court by the appellee, to be docketed, and to enter a judgment in his favor similar to that entered by the said Justice of the Peace, and for all costs having accrued in said Court, and an award execution thereon, for the following reasons, to-wit:

That the defendant-appellant has failed to deliver his Transcript and other papers to the Clerk of the Court, and have his appeal docketed within the time limited by the Statute.

F. A. Thompson  
Attorney for Plaintiff.

On the 12th day of September A. D. 1895, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
6944

James Gardner

Court of Common Pleas,  
Union County, Ohio.

vs.  
John Myers.

This day this cause came on for hearing on Motion to dismiss the appeal of said defendant herein and for leave to plaintiff to file a transcript and for judgment thereon and the same was argued by Counsel and submitted to the Court.

On consideration whereof the Court do overrule both of said motions.

Thereupon plaintiff asked and obtained leave to file a petition herein within thirty days from this date.

F. A. Thompson  
Attorney for Plaintiff  
Brookside for Dep.

Petition  
6944

James Gardner

Court of Common Pleas,  
Union County, Ohio.

vs.  
John Myers

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First - The plaintiff alleges that in the year 1893, he was in possession of a certain farm located in Paris Township, Lorain County, Ohio, by virtue of a lease entered into by plaintiff and F. T. Dether, agent for Mrs. A. B. Easton, guardian for Nellie Keller - minor, and lawful owner of said premises, the said lease was from the 1st of April of one year, to the first of April of the next year, and in said contract of lease there was nothing said between said lessor and lessee in regard to the way-going crop,

And as said lease did not expire until April 1<sup>st</sup> 1894, this plaintiff, lessee, in about the month of September 1893, sowed wheat on said premises, which he had a perfect right to do, by reason of the general custom established where said lessor and lessee resided and in the place where said premises are situated.

Second: In December 1893 said premises were sold to the defendant, by the said Nellie Keller, who had then become of lawful age.

Said defendant - John Meyers went into possession of said premises on the 1<sup>st</sup> day of April, 1894, and in the month of July 1894, the said defendant, without any authority from said plaintiff, cut, thrashed and sold the said wheat, grown from the seed sown by said plaintiff on said premises, amounting to One Hundred and thirty six (136) bushels, for which the said defendant sold for Fifty one and 6/100 Dollars (\$51.68), two thirds of which belonged to the plaintiff, but the plaintiff has received no part of said sum of money nor any part of said wheat from the said defendant, the said defendant well knowing that the said wheat belonged to the said plaintiff, as the defendant was notified by the plaintiff that the said wheat belonged to him - the said plaintiff - and by the established custom, giving the tenant the right to the way-going crop.

The plaintiff is entitled to the said amount of two thirds of said wheat or two thirds of what said wheat sold for which was Fifty one and 6/100 Dollars (\$51.68).

Third - The said defendant had no right whatever in said wheat except to one third (1/3) in the bushel or forty five and one third (45 1/3) bushels, and that the said defendant is indebted to this plaintiff in the aforesaid sum of thirty four and 45/100 Dollars (\$34.45).

The plaintiff therefore prays judgment against the defendant, John Meyers, for the sum of thirty four and 45/100 Dollars (\$34.45) and interest on the same from August 1<sup>st</sup> 1894, and his costs.

F. A. Thompson  
Attorney for Plaintiff.

James Gardner, being first duly sworn according to law, says that the facts stated in the foregoing petition are true as he verily believes.

James Gardner.

sworn to before me and signed in my presence this 27 day of October, 1875.

R. N. Nash, Notary Public,  
Cassin County, Ohio.

Entry  
6944

filed  
James  
John

On the 13<sup>th</sup> day of January A.D. 1896, the following Answer was filed with the Clerk of this Court, to-wit:

Answer  
6944

James Gardner  
vs.  
John Myers  
Court of Common Pleas,  
Cassin County, Ohio.

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And now comes the said Defendant and for Answer to plaintiffs petition, herein filed says:  
That he admits that in December 1873, Nellie Keller, then of lawful age, old and conveyed to said defendant, and his wife, Elizabeth Myers a certain farm in Paris Township, Cassin County, Ohio, by a general Warranty deed with covenant against any and all incumbrances, whatsoever, and said defendant and said Elizabeth Myers entered into possession of said farm, April 1<sup>st</sup> 1874, and defendant admits that at the time of the alleged contract of said plaintiff for the lease of said premises, said Nellie Keller was a minor, and defendant denies each and every other allegation in said petition contained, not herein specifically admitted.

John H. Bordrick  
Attorney for Defendant.

Entry  
6944

filed  
James  
John

The State of Ohio,  
Cassin County, ss:

John Myers - the plaintiff being sworn makes oath that the facts stated in the foregoing Answer are, as affiant believes, true.

John Myers.

sworn to by said John Myers, before me, and signed by him in my presence this 18<sup>th</sup> day of January, 1896.

J. W. Gosnell Clerk

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Entry  
6944

On the 1<sup>st</sup> day of May A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

James Gardner  
vs.  
John Myers  
Court of Common Pleas,  
Cassin County, Ohio.

The plaintiff asks that the case be continued, with leave to file amended petition.  
On consideration the court granted a continuance and leave of 30 days to file amended petition.

F. A. Thompson Atty. for Plff.  
Bordrick for Def.

Entry  
6944

On the 15th day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:  
James Gardner vs  
John Myers  
Court of Common Pleas  
Linn County, Wis.

This day came the parties herein by their attorneys; also came the following named persons as jurors, to-wit: J. D. Dodge, J. W. Scott, A. C. Spain, Evan Shaw, J. L. Richey, J. L. Heckley, A. B. Berger, Andrew Pomeroy, Frederick Kite, Emanuel Reusch, Chester Sigman and W. T. Wood, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence; and after hearing the evidence, argument and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation.

And now comes the said jury into open Court with their verdict in writing, signed by their foreman and say: That the jury, being duly impaneled and 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 at the sum of \$27.37.

J. L. Richey, Foreman.

Entry  
6944

On the 26th day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:  
James Gardner vs  
John Myers  
Court of Common Pleas  
Linn County, Wis.

The jury in this action, having on a former day of this term, rendered a verdict for the plaintiff, and assessed his damages at \$27.37, and no motion for a new trial trial having been made; and in fact it is therefore considered by the Court that the said James Gardner, recover from the said John Myers, the said sum of \$27.37, together with his costs herein expended.

F. A. Thompson  
Attorney for Plaintiff

Brodick for defendant.

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



Please continued and held at the Court House in Marysville, within and for the County of Union, in the 5th 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, 1901; on the 4th day of January, in the year of our Lord One thousand Eight hundred and Ninety Seven.

Be it remembered that hereunto to-wit, on the 25th day of July, A. D. 1896, Johnson & Temple filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Thomas N. Cullum, to-wit:

Petition  
7156

Johnson & Temple  
vs.  
Thomas N. Cullum,  
Rosetta Cullum,  
Ignus Lutzey,  
Simon Keddles,  
Jessie Brown Ed  
W. H. Hamilton.

Court of Common Pleas,  
Union County, Ohio.

Petition.

First: The plaintiff alleges that it is a partnership formed for the purpose of doing business in the State of Ohio;

Second: That on the 5th day of August, 1895, Thomas N. Cullum, one of the defendants, made and delivered to one Roxanna P. Rogers a promissory note in the words and figures following:  
"\$500.00"

Psychalia, Ohio, August 5th, 1895.

"On or before the 15th day of Dec., 1895 after date I promise to pay to the order of Roxanna P. Rogers or bearer Fifty Dollars at ----- value received at ----- per cent per annum."

"Thomas N. Cullum."

Third: That the said Roxanna P. Rogers transferred said note to the plaintiff for value before due in the usual course of business and that the plaintiff is now the owner of said note.

Fourth: To secure the payment of said note the said Thomas N. Cullum and Rosetta Cullum, his wife, on said day executed and delivered to the said Roxanna P. Rogers a mortgage deed as follows, and thereby conveyed to the said Roxanna P. Rogers the following lands and tenements, situated in the Township of Washington in the County of Union and State of Ohio, and bounded and described as follows: Being a part of T. C. Survey No. 7375:

Beginning at an iron pin in the center of the East-Liberty and Cecoy Road and corner to B. F. Pinner's lot: Thence west with the center of said road to an iron pin N. E. corner to the M. C. Church lot: Thence southward with the east line of said church lot to a stone S. E. corner of said lot: Thence westward with the south line of said Church

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lot is a stone at the S. W. corner of said lot; thence Southward to a stone in John Miller's North line; thence East with said Miller's line to a stake, corner to S. B. Smith's lot; thence Northward with said Smith's line to a stone in B. F. Cinnery's South line; thence Westward with said line to a stone S. W. corner of said Cinnery's lot; thence Northward with said Cinnery's East line to the place of beginning, containing two and one-half acres of land more or less.

Which mortgage deed contained a condition as follows: "Provided nevertheless, that the said Thomas N. Cullum has executed and delivered to the said Roxanna P. Rogers his promissory note of even date herewith as follows, to-wit:

One note for \$50.00 due Dec. 15<sup>th</sup> 1895.  
" " " \$75.00 " " " 1896.  
" " " \$42.25 " " " 1897.  
" " " \$75.00 " " " 1898.

Now if the said Thomas N. Cullum shall pay said notes when the same shall become due according to the true intent and meaning thereof, these presents shall be void.

Fifth: In the 7<sup>th</sup> day of August, 1895, said mortgage was duly recorded at the Union County Recorder's Office.

Sixth: The defendant, Thomas N. Cullum has 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 from the said Thomas N. Cullum to the plaintiff on said note first mentioned, and said mortgage the sum of Fifty Dollars with interest from the 15<sup>th</sup> day of Dec., 1895.

Seventh: The said James Guthrie claims a prior mortgage on said premises and the said Simon Needles, Jessie Brown and W. A. Hamilton claim a lien on said premises and are made parties defendants in this action.

Therefore the plaintiff prays that said James Guthrie, Simon Needles, Jessie Brown and W. A. Hamilton be required to set up their several claims or be forever barred, and that an account may be taken of the amount due the plaintiff on said note and mortgage, that the said Thomas N. Cullum and Pruetta Cullum may be foreclosed of all equity of redemption or other interest in said property, and 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 it on said note and mortgage with interest and cost of suit.

James E. Robinson  
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

James E. Robinson being first duly sworn says, that he is the attorney for the plaintiff in the above action, that said action is founded upon a written instrument for the payment of money, that the said written instrument

is in his possession, that he believes the allegations made in the foregoing petition to be true.

James B. Robinson.

Sworn to before me and subscribed in my presence, this 30<sup>th</sup> day of July, 1896.

*seal*

J. N. Gosnell Clerk,  
By Jm. A. Gosnell Deputy.

Answered  
Cross-petition  
of  
James B.  
Robinson.  
7/30-6

Answer  
The  
James B.  
Robinson  
7/30-6

Summons.

On the 25<sup>th</sup> day of July A.D. 1896, the following summons was issued, to-wit:

The State of Ohio, Union County.

You are hereby commanded to notify Thomas N. Gullum, Rosetta Gullum, James Gullum, Simon Needles, Jessie Brown and H. K. Hamilton, that they have been sued by Johnson and Temple in the Court of Common Pleas of Union County, and must answer by the 22<sup>nd</sup> 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 3<sup>rd</sup> day of August A.D. 1896.

Witness my hand and the seal of said Court, this 25<sup>th</sup> day of July, A.D. 1896.

*seal*

J. N. Gosnell Clerk,  
By Jm. A. Gosnell Deputy.

Answer

The undersigned hereby acknowledge the service of the within summons and enter our appearance in said case this 28<sup>th</sup> day of July, 1896.

H. K. Hamilton  
Samuel Needles  
T. G. Gullum  
Rosetta Gullum  
James B. Gullum.

Summons.

On the 15<sup>th</sup> day of August A.D. 1896, the following summons was issued to-wit:

The State of Ohio, Union County.  
To the Sheriff of Wood County:

You are hereby commanded to notify Jessie Brown that he has been sued by Johnson & Temple in the Court of Common Pleas of Union County, and must answer by the 12<sup>th</sup> day of September A.D. 1896, 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 24<sup>th</sup> day of August A.D. 1896.

Witness my hand and the seal of said Court, this 15<sup>th</sup> day of August A.D. 1896.

*seal*

J. N. Gosnell Clerk,  
By Jm. A. Gosnell Deputy.

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Answer Ed  
Cross-petition  
of  
James B.  
Luthens.  
7/5-6

On the 2<sup>nd</sup> day of September A.D. 1893 the following  
Answer and Cross petition of James B. Luthens was filed to-wit:  
The State of Ohio,  
Linn County, } ss:  
John Ed Temple  
vs.  
Thomas N. Cullum et al

Answer and Cross-Petition of  
James B. Luthens.

Now comes the defendant James B. Luthens and  
for answer and cross-petition of plaintiff says:

That on or about the 25<sup>th</sup> day of August A.D. 1893, one  
M. Y. Rogers together with his wife Roxanna P. Rogers executed and  
delivered to one Walter A. Pimney their certain mortgage deed of  
that date and thereby conveyed to the said Walter A. Pimney and  
to his heirs and assigns forever the following described real estate,  
to-wit:

Situate in the Township of Washington, in the County of  
Linn and State of Ohio, and being a part of T. W. Survey  
No. 7375; beginning in the center of the Mansville and Kenton  
road at the crossing of the East-Liberty and Cress road; thence  
west with the East-Liberty Road 5 1/2 poles to a stake; thence south  
east with John Miller's N. line 5 1/4 poles to the Mansville and  
Kenton road; thence N. with said road 3 1/2 poles to the place  
of beginning, containing 6 acres, more or less, excepting all of  
said lots that have been heretofore sold and conveyed by deed  
being 5 acres, more or less and which said mortgage had  
a condition therein written by which it was provided neverthe-  
less that the said M. Y. Rogers has executed and delivered to  
the said Walter A. Pimney two promissory notes of even date  
herewith for \$15.00 each, one due in nine months and one  
due in 18 months from date.

Now if the said M. Y. Rogers shall pay said notes  
when the same shall respectively become due according to the  
true intent and meaning thereof then these presents shall be  
void.

A true copy of which said notes with all credits and  
indorsements thereon are hereto attached marked "Exhibit A." and  
"Exhibit B." and made a part of this petition.

This answering defendant says that, the said M. Y.  
Rogers was the owner of said real estate at the time he gave  
said mortgage and afterwards conveyed the same to one of the  
defendants herein; that on or about the 2<sup>nd</sup> day of June A.D. 1894,  
said mortgage and the notes secured thereby were for value  
duly assigned and transferred to this answering defendant in the  
words and figures following, to-wit:

"For value received I assign all my right, title and interest  
in and to the within mortgage to James B. Luthens - June 2<sup>nd</sup>  
1894. - - - Walter A. Pimney."

That by reason of said assignment answering defendant  
is the owner and holder of said mortgage and notes; that  
said assignment was duly entered of record on the face of the

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N. Cullum,  
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Deputy

record of said mortgage in the records of mortgages of  
 Union County, Ohio, on the 14<sup>th</sup> day of August, 1896, and that  
 the original mortgage was duly filed for record on the 29<sup>th</sup>  
 day of August, at the hour of 7.35 o'clock A. M., A. D. 1896  
 with the Recorder of Union County, Ohio, for record, and was  
 duly recorded in Vol. 32, page 279 of the mortgage records  
 of said County, and thereby became the first and best lien  
 upon said real estate next to taxes, and costs of suit and  
 is the best lien thereon.

Defendant says that said notes have not been  
 paid nor any part thereof and that both are past due  
 and the conditions of said mortgage have been broken and  
 that there is due on the note, a copy of which with all  
 credits and indorsements thereon are hereto attached marked  
 "Exhibit A." The sum of \$17.05 and there is due the defendant  
 on the note, a copy of which with all credits and indorsements  
 thereon is hereto attached marked "Exhibit B." The sum of \$17.72 with  
 interest on both sums at 6% per annum from September 1<sup>st</sup> 1896.

Therefore this answering defendant prays the Court  
 that said real estate may be sold as prayed for in the  
 petition; that the priorities of the liens of the several defen-  
 dants and plaintiffs be determined by the Court; that his said  
 mortgage and lien be declared by the Court the first and best  
 lien upon said real estate next to taxes and costs of suit;  
 that said land be sold and out of the proceeds of said sale  
 defendant be first paid the amount or found due him as  
 above in accordance with the priority of his lien and for all  
 proper relief as the nature of the case and equity may require.

JAMES B. GUTHRY,  
 By Fred C. Guthry his Attorney.

The State of Ohio, Union County, ss:

Fred C. Guthry being first duly sworn says he is  
 the Attorney of the defendant James B. Guthry, duly authorized  
 in the premises, and that the said James B. Guthry is a non-  
 resident of the County of Union, and State of Ohio, and absent  
 therefrom, and that the facts stated and allegations made in the  
 foregoing answer and Cross-petition are as he verily believes  
 true.

Fred C. Guthry

Sworn to by the said Fred C. Guthry and by him subscribed  
 in my presence this 1<sup>st</sup> day of September A. D. 1896.

J. H. Knapp  
 Notary Public

Answer and  
 Cross-petition of  
 Simon Keeble. Thomas  
 715-6

Answer and  
 Cross-petition of  
 Wm. H. Hamilton  
 715-6

On the 26<sup>th</sup> day of September A. D. 1896, the following Answer and Cross-petition  
 of William H. Hamilton was filed with the Clerk of this Court, to-wit:  
 Court of Common Pleas,  
 Union County, Ohio.  
 Thomas N. Cullum et al

Now comes the defendant William H. Hamilton and

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 Answer and  
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 Simon Keeble. Thomas  
 715-6  
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 James

for answer and Cross-petition says:  
 That he admits the validity of plaintiffs lien as set forth in his petition, also that he admits the priority of the defendants James B. Luthrings lien.  
 That he is the owner of the note described in the mortgage as set forth in plaintiffs petition as "one note for \$75-<sup>00</sup> due Dec. 15, 1898," of which the following is a copy:  
 "\$75-<sup>00</sup> -  
 Byhalia Ohio, August 5<sup>th</sup> 1895.  
 On or before Dec. 15<sup>th</sup> 1898, after date I promise to pay to the order of Roxanna P. Rogers or bearer Seventy Five Dollars, Value received with interest at 8 per cent per annum."  
 "Thomas N. Callum"

That said note was assigned to him by the said Roxanna P. Rogers for value before due in the usual course of business.  
 That said note has not been paid nor any part of it and is now a valid lien against said real estate by virtue of said mortgage as set forth in plaintiffs petition.

Therefore this defendant prays that his said lien be declared and that upon the sale of said real estate that he be paid the amount found to be due him after paying prior liens, or that the same may be held by the order of the Court in trust for him until his said note becomes due and for such other relief as is proper and equitable.

James C. Robinson  
 Attorney for W<sup>m</sup> H. Hamilton.

State of Ohio, Union County, ss:

James C. Robinson being sworn says that he is the attorney for the said William H. Hamilton, that the said lien as set forth in above answer and Cross petition, is founded on written instrument for the payment of money in applicants possession and that he believes the allegations of said answer and Cross petition to be true.

Sworn to and subscribed before me this 26<sup>th</sup> day of September, 1896.  
 L. K. Gosnell  
 Clerk of Court.

Answer and Cross-petition of Simon Needles. Johnson Ed Temple  
 715-6 vs Thomas Callum et al  
 Court of Common Pleas Union County Ohio.

Now comes the defendant Simon Needles and for answer and Cross-petition says:  
 That he admits the validity of the plaintiffs lien as set forth in his petition, also that he admits the priority of the defendants James B. Luthrings lien.  
 That he is the owner of the note described in the mortgage

as set forth in plaintiffs petition as "one note for \$75<sup>00</sup> due Dec. 15, 1896" of which the following is a copy:

Byelia, Ohio, August 5<sup>th</sup> 1895.  
On or before Dec. 15<sup>th</sup> 1896 after date I promise to pay to the order of Roxanna P. Rogers or bearer Seventy Five Dollars Value received with interest at 8 per cent per annum.  
"Thomas N. Gullum."

That said note was assigned to him by the said Roxanna P. Rogers for value before due in the usual course of business.

That said note is secured by the mortgage as set forth in plaintiffs petition and is the second note in the series to come due.

That said note has not been paid nor any part of it and is now a valid lien against said real estate, as described in plaintiffs petition by virtue of said mortgage.

Therefore this defendant prays that his lien may be determined to be the third best lien on said real estate next to taxes and costs of suit and upon the sale of said real estate that he be paid the amount of his said lien or that the same be held by the Court in trust for him until his said debt becomes due.

James C. Robinson  
Attorney for Simon Needles

State of Ohio, Union County, ss:

James C. Robinson being sworn says that he is the attorney for the said Simon Needles, that said Simon Needles is a non-resident of the County of Union, and absent therefore, that the allegations made in the foregoing answer and cross-petition are true as he verily believes.

Sworn to and subscribed before me this 26<sup>th</sup> day of September, 1896.

*(Seal)*

J. N. Gosnell  
Clerk of Court.

On the 16<sup>th</sup> day of November A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
715-6

Johnson Ed Temple | Court of Common Pleas,  
vs. | Union County, Ohio.  
Thomas N. Gullum et al

This cause coming on for hearing upon the pleadings and evidence was submitted to the Court without the intervention of a jury, on consideration whereof the Court find; that the defendant, Jesse Brown, has been duly served with summons and is in default for answer or demurrer and is therefore forever barred from setting up any claim to the premises described in plaintiffs petition by reason of any existing lien; that the defendants, Thomas N. Gullum and Rosetta Gullum executed and delivered to one Roxanna P. Rogers

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The mortgage due described in plaintiffs petition and on the property therein described.

That said mortgage was duly recorded at the Union County Records Office on the 14<sup>th</sup> day of April, 1895.

That said mortgage was executed to secure the notes set up in plaintiffs petition and in the defendants Simon Needles and William H. Hamilton's Cross-Petitions.

The Court further find that the condition of defeasance in said mortgage has been broken and the said plaintiff is thereby entitled to have the equity of redemption of the defendants, Thomas N. Cullum and Rosetta Cullum foreclosed.

And the Court further find that there is due the defendant, James B. Guthrie, on the notes set up in his Cross-petition including interest to the first day of this term, the sum of thirty five and 57/100 Dollars, and that said sum is a lien against said property by reason of a certain mortgage executed by one Roxanna P. Rogers and W. F. Rogers to one Walter A. Pinney on said premises to secure said sum as set up in said James B. Guthrie's Cross petition, that said W. F. Rogers and Roxanna P. Rogers were the owners of said premises at the time of executing said mortgage, and that the said Walter A. Pinney afterwards assigned said mortgage to the said James B. Guthrie, and said lien of James B. Guthrie is the first and best lien on said premises for the amount so found due.

The Court further find that there is due the plaintiff on the note described in its petition the sum of Fifty two and 17/100 Dollars including interest computed to the first day of this term and that its lien for said sum is the second best lien on said premises.

That the notes of Simon Needles and William H. Hamilton are not yet due, that they were executed by the said Thomas N. Cullum to Roxanna P. Rogers for the said sums as set up in their cross petitions and were assigned to the said Simon Needles and William H. Hamilton and are secured by the mortgage as set forth in plaintiffs petition and are the third and fourth best liens, respectively, on said premises.

It is therefore considered and ordered by the Court that the said Jesse Brown be, and he hereby is, forever barred from claiming any lien on said premises by reason of any existing lien or liens.

It is further considered and decreed that the defendants, Thomas N. Cullum and Rosetta Cullum, equity of redemption be foreclosed and said premises shall be sold and an order of sale issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

James C. Robinson

Atty. for Plaintiff and for Simon Needles and W. H. Hamilton.

Ch. Fred C. Guthrie Atty. for James B. Guthrie.

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Order of  
Sale

On the 1<sup>st</sup> day of December A.D. 1896, the following Order of Sale was issued by the Clerk of this Court, to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County, ss:  
To the Sheriff of said County, - Greeting:

Whereas, at a court of Common Pleas, holden at the Court house in Champaign in said County of Union on the 16<sup>th</sup> day of November, 1896, - First \$35<sup>00</sup> for James B. Guthrie; Second \$50<sup>00</sup> the plaintiff second last line; Simon Keddles \$75<sup>00</sup> third last line, obtained a judgment and Decree against Thomas N. Cullum for the sum of One Hundred and Sixty Two and 22/100 Dollars and Eleven and 4/100 Dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Thomas N. Cullum pay unto the said parties aforesaid the said sum of One Hundred and Sixty Two and 22/100 Dollars, with interest from the 16<sup>th</sup> day of November, 1896, and costs aforesaid; and in 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 sum of One Hundred and Sixty Two and 22/100 Dollars, and costs aforesaid, have not been paid, for 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 Washington, in the County of Union and State of Ohio, and bounded and described as follows:

Being a part of N. W. Survey No. 7875:- beginning at an iron pin in the center of the East Liberty and Chest Road E. corner to B. F. Pinnep's lot; thence west with the center of said road to an iron pin, N. E. corner to the W. C. Church lot; thence southward with the east line of said Church lot to a stone S. E. Corner of said lot; thence westward with the south line of said Church lot to a stone at the S. W. corner of said lot; thence southward to a stone in John Miller's North line; thence East with said Miller's line to a stake, corner to S. B. Smith's lot; thence northward with said Smith's line to a stone in B. F. Pinnep's South line; thence westward with said line to a stone S. W. Corner of said Pinnep's lot; thence northward with said Pinnep's West line to the place of beginning, containing two and one-half acres of land more or less.

We therefore command you, that you proceed to carry said order judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate under the statute regulating Sales on Execution,

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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 7<sup>th</sup> day of December A.D. 1896.

On the 9<sup>th</sup> day of January A.D. 1897, the Sheriff of said County returned this writ to the Clerk's Office in said County endorsed as follows to-wit:

Sheriff's Return.

| Sheriff's Fees        | \$ | cts |
|-----------------------|----|-----|
| Service               | 25 |     |
| Long                  | 25 |     |
| Sum. Appraisals       | 1  | 20  |
| Swearing "            | 25 |     |
| Writing Appraisal     | 25 |     |
| Copy of "             | 25 |     |
| Notice to Prisoner    | 25 |     |
| Affidavit of Prisoner | 25 |     |
| Mileage               | 3  | 00  |
| Comage                | 3  | 00  |
| Return                | 25 |     |
| Appraisals            | 3  | 00  |

the State of Ohio, Linn County, ss.  
 In obedience to the command of the Order of Sale hereto annexed, I did on the 8<sup>th</sup> day of December, 1896, summon G. F. Heeger & J. Adams and John N. Hendricks 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 8<sup>th</sup> day of December, 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 \$300<sup>00</sup>. 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 9<sup>th</sup> day of January, 1897, I caused to be appraised advertised in the Marysville Tribune, a newspaper of general circulation, and printed and published in Linn County, said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 9<sup>th</sup> 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 of said notice I did, on said 9<sup>th</sup> 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 and then came Oda Rosella Lingrel who bid for the same the sum of Two Hundred Dollars, and said sum being over two-thirds of the appraised value thereof and said Oda Rosella Lingrel 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 Two Hundred & 50/100 Dollars,

J. Ed. Robinson  
 Sheriff of  
 Linn County,  
 Ohio.

Proof of Publication.  
715-6

On the 9th day of January A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:  
Johnson Ed Temple } J. E. Robinson, Attorney  
" } Order of Sale.  
Thomas N. Cullum 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 Mansfield, Ohio, on Saturday January 9, 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 &c State of Ohio, and bounded and described as follows:

Being a part of Virginia Military Survey No. 7375; beginning at an iron pin in the center of the East Liberty and Chesep Road and corner to B. F. Pinnep's lot; thence west with the center of said road to an iron pin, northwest corner to the U. C. Church lot; thence southward with the east line of said Church lot to a stone southeast corner of said lot; thence westward with the south line of said Church lot to a stone at the southwest corner of said lot; thence southward to a stone in John Miller's north line; thence east with said Miller's line to a stake, corner to S. B. Smith's lot; thence northward with said Smith's line to a stone in B. F. Pinnep's south line; thence westward with said line to a stone southwest corner of said Pinnep's lot; thence northward with said Pinnep's west line to the place of beginning, containing two and one-half acres of land, more or less.

Appraised at \$900.00.

Terms of sale cash.

Wm G. Burdgras  
Shriff of Union County, Ohio.

December 9, 1896.

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 Mansfield Tribune," a newspaper of general circulation in the County of Union, the the first publication beginning with Dec. 9th 1896.

L. S. Shearer.

Sworn to and subscribed before me, this 9th day of January, 1897.

J. N. Cassell Clk.

Printers Fees. \$16.25.

Notice  
715-6

On the 18th day of February the following motion was filed:  
Johnson Ed Temple }  
" }  
Thomas N. Cullum et al }

Now comes J. L. Cameron and R. L. Woodburne

Answer Ed  
Cross-Petition

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and move the Court for leave to become parties hereto, and for permission to file an answer and cross petition, and for grounds of motion say.

That they hold a first mortgage on the land sold in this action and have not been made parties hereto.

J. L. Cameron  
R. L. Woodburn.

Answer &  
Cross-Petition

7156

On the 18<sup>th</sup> day of February A. D. 1897, the following Answer and Cross petition of Woodburn & Cameron was filed.

Johnson Ed Temple  
vs.  
Thomas N. Cullum et al  
Court of Common Pleas  
Union County, W. Va.

Now comes J. L. Cameron Ed R. L. Woodburn Ed by leave of the Court file this their Answer and Cross petition and say:

That prior to the 12<sup>th</sup> day of June 1888, the said Roxanna P. Rogers, (whose name was then Roxanna P. Holden) was the owner of the lands described in the petition.

That on the said 12<sup>th</sup> day of June 1888, the said Roxanna P. Holden executed and delivered to these answering defendants her mortgage deed of that date and thereby conveyed to these defendants the lands and tenements in the petition described.

Said mortgage deed contained a condition of which the following is a copy to-wit:

Provided always and these presents are upon this condition:

That if the said Roxanna P. Holden shall pay, or cause to be paid unto the said J. L. Cameron and R. L. Woodburn their promissory note of this date, calling for seventy five Dollars for value received with eight per cent interest from date.

If the said grantor shall pay to the said J. L. Cameron and R. L. Woodburn forty five Dollars and interest at eight per cent within one year from this date, then this mortgage shall be void.

If said forty five Dollars and interest is not paid within one year from this date then the full amount of the consideration seventy five Dollars and interest must be paid when due then these presents shall be void.

Said note was due and payable in two years from date.

On the 6<sup>th</sup> day of September 1888 at 3<sup>21</sup> O'clock P. M. the said mortgage was left with the Recorder of the said County of Union for record and was by him recorded on the 12<sup>th</sup> day of September 1888, in record book 25 on page 432 of his Record of Mortgages.

Said mortgage has become absolute; there is now due and unpaid upon the note sued on in said mortgage the sum of \$75<sup>00</sup> with 8 p. from June 12, 1888, which sum is due from the said Roxanna P. Rogers to these defendants.

No part of said note or interest having been paid. After executing said mortgage to-wit, on the 6<sup>th</sup> day of

September, 1888, the said Roxanna P. Holden was married to the defendant Matthew J. Rogers and subsequent thereto she and her said husband conveyed said lands to the defendant Cullum and he executed the mortgage mentioned in the petition all of which occurred after the execution and record of the mortgage of these defendants.

The defendants say they have the first and best lien on said premises and are entitled to be first paid out of the proceeds of the sale made herein.

Wherefore these defendants pray that the Court in making distribution of the proceeds of said sale may enter these defendants said claim to-wit: the said sum of \$70<sup>00</sup> with 8% interest from June 12, 1888, to be first paid out of the proceeds of the sale made herein and for all proper relief.

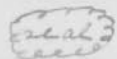
J. L. Cameron  
R. L. Hordburn.

The State of Ohio, Union County, ss:

J. L. Cameron being first duly sworn says, the facts stated and allegations made in the foregoing answer and cross-petition are true as he believes.

Sworn to before me and signed in my presence this 2<sup>nd</sup> day of February, 1897.

J. L. Cameron  
John Van Pease  
Notary Public.



On the 3<sup>rd</sup> day of March A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7156

Johnson Ed Temple  
vs.  
Thomas N. Cullum et al

Court of Common Pleas,  
Union County, Ohio.

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 Ida Beulla Lingrol by deed, according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the lienholders 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 and on to be entered on the records thereof in the office of the Recorder of Union County, Ohio.

Petition  
7169

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And coming now to distribute the proceeds of said sale, amounting to \$200.50, it is ordered that the Sheriff pay out of the money in his hands:

- First: To the Treasurer of this County the taxes, penalties and interest against said property to wit, the sum of \$93.50.
- Second: The costs of this action taxed at \$42.49.
- Third: To Cameron Ed Woodburn the sum of \$60.00.
- Fourth: To James B. Lutting the sum of \$35.75.
- Fifth: To the plaintiff the \$52.41, being the balance of said purchase money.

Attest  
J. N. Gosnell  
Clerk

By pro A. Gosnell, Deputy.



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 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 6th day of August, A. D. 1896, Mary S. Rogers filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against John S. Gray et al. to-wit:

Petition  
7169

|                   |    |  |
|-------------------|----|--|
| Mary S. Rogers    | vs | Court of Common Pleas<br>Union County, Ohio. |
| John S. Gray,     |    |  |
| Jessie Gray,      |    |  |
| T. C. Williams Ed |    |  |
| The Robinson Ed   |    |  |
| Conroy Company.   |    |  |

The defendant John S. Gray, is indebted to the plaintiff in the sum of Six Hundred Dollars, which plaintiff claims with interest at 7 per cent payable semi-annually, from the 28th day of June, 1896, upon a promissory note, of which the following is a copy:

\$600.00, Marysville, Ohio, December 28, 1895:  
"Five years after date, I promise to pay to the order of Mary S. Rogers, Six Hundred Dollars, at The Peoples Bank,

Waysville, 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 accrued interest thereon, shall immediately become due, and may be collected.

P. O. Pyhalia, Ohio,

(Signed) John S. Gray.

There are no credits or indorsements on said note.

One of the ten interest Coupons hereto attached to said note, viz: the one due June 28, 1896, for \$21.00, is past due and wholly unpaid, and plaintiff exercises her option of declaring and considering the whole principal sum represented by the said note due.

The Coupon hereto attached to said principal note represents the semi-annual interest on said note at 7 per cent. and interest at that rate has accrued upon said note since June 28<sup>th</sup>, 1896.

On the 28<sup>th</sup> day of December, 1896, the second Coupon of \$21.00 will be due.

Second Cause of Action.

The defendant John S. Gray, is indebted to plaintiff in the further sum of Twenty-One Dollars, which plaintiff claims, with interest at eight per cent. payable semi-annually from June 28, 1896, upon one of the interest Coupon notes mentioned in 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:

\$21.00

Waysville, Ohio, December 28, 1895.

June 28<sup>th</sup>, 1896, after date, I promise to pay to the order of Mary S. Rogers, Twenty-One Dollars, at the Peoples Bank, Waysville, Ohio, (with interest at the rate of eight per cent. per annum after maturity, payable semi-annually) being the first semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

(Signed) John S. Gray.

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Third Cause of Action.

At the time of delivering said principal note and interest coupon notes, and to secure the payment of the same, with interest.

The defendants John S. Gray and Josie Gray, his wife, duly executed and delivered to plaintiff their mortgage deed conveying the following premises:

Situate in the County of Union, in the State of Ohio, and part of Military Survey No. 10971, and bounded and described as follows:

Beginning at a stone and brick at the point of intersection of the Rushsylvania Public Road with the Marysville and Kenton gravel Road: thence with the center of said road S. 83° E. 72 poles to a stone and brick, at the North East corner of Howard E. and Joanna Gray's land: thence with two consecutive lines of said Gray's land S. 81° 30' E. 133 poles to the center of the Silver Run Ditch (between a stone N. 81° 30' E. 15 links) thence with the center of said ditch, S. 5° E. N. 36 1/2 poles to the north line of G. A. Forman's land: thence with said line, S. 81° 55' E. 72 poles to a stone and brick in the center of the Forman Road: thence with the center of said road, N. 7° W. 106 poles to a stone at the point of intersection of said road with the above named Rushsylvania road: thence with the center of said road N. 83° E. 181 1/2 poles to the place of beginning, containing 100 1/2 acres more or less.

Said mortgage was upon condition that should the said John S. Gray and Josie Gray, or either of them pay, or cause to be paid unto said Mary S. Rogers or her order the principal note and interest coupon notes above mentioned, according to the terms therein expressed, then to be void, otherwise to be and remain in full force and virtue in law forever.

Said condition has been broken and said mortgage has become absolute.

On the 31st day of December, 1895, at 10-35 o'clock A.M. said mortgage was duly left for record at the Recorder's office of Union County, Ohio, and was duly recorded in Vol. 38, pages 298 et seq. of the mortgage record of said County.

Said mortgage then became and still is a valid and subsisting first lien upon said premises.

The defendant T. C. Williams and the Robinson and Curry Company have, or claim to have, some right, lien or interest in said premises, but plaintiff avers that whatever rights they may have are subordinate to plaintiff's mortgage.

Plaintiff, therefore, asks for a judgment against the defendant, John S. Gray, in the sum of \$600.00 with interest accrued per cent. from the 28th day of June, 1896, interest upon that interest after Dec. 29, 1896, at 8% if not paid by that time, and for the further sum of \$31.00 with interest at eight per



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Answer & Cross-Petition of Josephine Gray. 7169  
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Witness my hand and the seal of said Court,  
this 6th day of August A.D. 1896.

Afterward on the 8th day of August A.D. 1896, the Sheriff of said County returned said summons to the Clerk's office in said County which return is as follows:

|                   |                |       |
|-------------------|----------------|-------|
| Sherriff's Return | Sherriff's Fee | \$ 45 |
|                   | Summons Return | 50    |
|                   | Mileage        | 4 00  |
|                   | Copy           | 45    |
|                   | Total          | 5 20  |

State of Ohio, Union County  
Received this writ August 6th A.D. 1896, at 4 O'clock P.M. and served same by delivering a true copy of this writ with the instruments thereon to J.C. Williams personally and to John S. Gray by leaving a copy at his usual place of residence and to Robinson and Curry Company by handing a copy to E.L. Robinson who is manager of their business of the Robinson and Curry Company.  
Wm. C. Ludgrass Sheriff

On the 27th day of August A.D. 1896, the following Answer & Cross-Petition of Josephine Gray was filed with the Clerk of this Court, to-wit:  
Court of Common Pleas,  
Union County, Ohio.  
Josephine Gray et al

Now comes Josephine Gray, and says that she is the same person as the defendant "Jessie Gray", and wife of the defendant, John S. Gray, and admits the allegations contained in the petition, but by way of Cross-petition, says that on or about the 11th day of June, 1896, the defendant John S. Gray, for a good and sufficient consideration, duly executed and delivered to this defendant a deed of generally warranty, conveying to this defendant fifty acres off of the East end of the premises described in the petition. to be bounded on the west by a line to be run parallel with the Maryville and Union Gravel Road.

That on said 11th day of June, 1896, at 4-06 O'clock, P.M. said deed was duly left for record with the Recorder of Union County, Ohio, and was, on the 17th day of June, 1896, duly recorded in Volume 75, page 237 of the Deed Records of said County.

Therefore this defendant asks that the remainder of the 100<sup>7</sup>/<sub>100</sub> acres described in the petition, after deducting her said 50 acres, be first sold, and the claim of plaintiff, of the defendants J. C. Williams and the Robinson & Curry Company, and the claims of any and all others whose liens attached to said premises prior to June 11, 1896, at 4-06 O'clock P.M. be satisfied out of the proceeds; and that if such proceeds are not sufficient, and it becomes necessary to sell said 50 acres to satisfy said liens, that the balance, after satisfying said liens, be paid to this defendant.

J. C. Griffith Atty. for Plaintiff.

State of Ohio, Union County, ss.  
Josephine Gray being duly sworn, says she believes the allegations in the foregoing pleading are true.  
Josephine Gray.

known to and subscribed before me this 26<sup>th</sup> day of August, A.D. 1896.

D. E. Thornton,  
Justice of Peace.

Citizens.

Eva Thornton  
D. E. Thornton.

Cross-Petition  
of the Robinson &  
Curry Company.  
7169

On the 4<sup>th</sup> day of September A.D. 1896, the following Cross-Petition of the Robinson & Curry Co. was filed, to-wit:

Mary S. Rogers

Count of Common Pleas,

Union County, Ohio.

John S. Gray et al

Now comes the Robinson and Curry Company and alleges that it is a corporation, duly incorporated under the laws of the State of Ohio.

This defendant admits the allegations made in the petition in this case, but by way of Cross-petition, says that:

On the 10<sup>th</sup> day of April, 1896, the defendant John S. Gray and this defendant entered into a verbal agreement, whereby this defendant agreed to furnish certain materials to be used by said John S. Gray in the repair of a house, on the lands described in plaintiff's petition, at that time owned by said John S. Gray, the said John S. Gray agreeing to pay therefor in thirty days thereafter.

On the said 10<sup>th</sup> day of April, 1896, this defendant furnished said materials in the amount of thirty-three & 3/10 Dollars, but said defendant John S. Gray, has not paid for the same, nor any part thereof.

On the 8<sup>th</sup> day of August, 1896, and within four months from the furnishing of said materials, in order to obtain a Mechanics Lien for the amount so due, plaintiff duly filed with the Recorder of Union County, Ohio, an Affidavit containing an itemized account of the amount and value of said materials, and a description of the land on which such house was repaired, which was duly recorded in Record of Liens, Vol. 4, pages 78 & 79, in said Recording Office.

The defendant, John S. Gray, is indebted to this defendant, on account of the premises in the sum of \$33.32, with interest from May 10, 1896.

Therefore this defendant asks that said property may be sold as prayed for in plaintiff's petition, and the proceeds applied to pay said demand of \$33.32, with interest from May 10<sup>th</sup> 1896, so due this defendant in the order of its just priority, and for such other relief as is proper.

J. E. Griffith Atty. for  
The Robinson & Curry Company.

State of Ohio, Union County, ss.

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the assistant secretary of the Robinson & Curry Co. and that he believes the allegations in the foregoing pleadings are true.

C. C. Williams.

Sworn to and subscribed before me this 2nd day of September, 1896.

Seal

Wm. H. Bondick  
Notary Public, Union County, Ohio.

On the 6th day of October A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7/69

Mary S. Rogers  
vs.  
John S. Gray et al  
Court of Common Pleas  
Union County, Ohio.

It appearing to the Court that the defendant, John S. Gray, after the commencement of this action, assigned his real estate conveyed by the mortgage set out in the petition herein to Howard E. Gray, for the benefit of his creditors, & the said Howard E. Gray as Assignee of John S. Gray, is therefore, on Motion, made a party defendant hereto; and it is ordered that process issue for him.

On the 16th day of November A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7/69

Mary S. Rogers  
vs.  
John S. Gray et al  
Court of Common Pleas  
Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff, the Cross-petition of the defendants, Josephine Gray and the Robinson and Curry Company, and the evidence.

The Court find that all the defendants have been duly served with summons, except Josephine Gray, who has entered her appearance herein by pleading; that the defendants, T. C. Williams, John S. Gray and Howard E. Gray, as Assignee of John S. Gray, are in default for answer and demurrer; that all the defendants are in default for answer or demurrer to the Cross-petition of the defendants, Josephine Gray and the Robinson and Curry Company; and that the allegations of the petition and the Cross-petition of said Josephine Gray and the Robinson & Curry Company are thereby confessed to be true; and that there is due the plaintiff from the defendant, Howard E. Gray Assignee of John S. Gray, on the promissory note set forth in the petition, with interest to this day viz: Nov. 16/1896, the sum of six hundred and thirty seven & 00/100 Dollars, and to the defendant, the Robinson & Curry Company on their Mechanics Lien the sum of \$34.00.

The Court further find that in order to secure the payment of said note, the defendants, John S. Gray and Josephine Gray, his wife, executed and delivered to said Mary S. Rogers

the plaintiff, their certain mortgage as in the petition described: that said mortgage was duly recorded in Book 38, page 298 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, and that the conditions in said mortgage has been broken.

The Court further find that on the 11th day of June, 1896, the former defendant John S. Gray, for a good and sufficient consideration, duly executed and delivered to the defendant, Josephine Gray, a deed of general warranty, conveying to her the premises described in her Cross-petition herein, and that said premises is now the property of said Josephine Gray.

It is further considered by the Court that the plaintiff recover from the defendant, Howard C. Gray, Assignee of John S. Gray, the said sum of \$637<sup>40</sup>/<sub>100</sub> and her costs herein expended.

And it is further adjudged and decreed that unless the defendant Howard C. Gray as Assignee of John S. Gray, 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 or found due as aforesaid with interest at 8 per cent, from this 16th day of November, 1896, and to the defendant, The Robinson & Curry Co. the sum of \$34<sup>42</sup>/<sub>100</sub>, or found due there, the defendant's 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, separately, the premises belonging to Howard C. Gray, Assignee of John S. Gray, and the defendant, Josephine Gray, as upon execution, and report his proceedings to this Court for further order.

On the 23<sup>rd</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7169

Chas. S. Rogers  
vs  
John S. Gray et al

Court of Common Pleas  
Union County, Ohio.

This case settled and costs paid.

Attest J. W. Gosnell  
Clerk  
By J. W. A. Gosnell  
Deputy.



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Please continued and held at the Court House in Mansfield, within and for the County of Union, in the South 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 4<sup>th</sup> 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 14<sup>th</sup> day of November, A. D. 1896, Elmer J. Freeman filed in the Clerk's office of the said Court of Common Pleas, the following petition against Susan Freeman et al, to-wit:

Petition  
7234

Elmer J. Freeman  
vs  
Susan Freeman widow of George C. Freeman deceased;  
Ida L. Freeman Co. J. for her husband;  
Elma A. Johnson & Edward A. Johnson her husband;  
Luella C. Freeman, Laura A. Freeman, wife of the plaintiff Elmer J. Freeman;  
Emmitt J. Freeman, Estula C. Nell, Ella J. Smith & Ami Smith her husband; Eva C. Freeman  
Ida L. Freeman, Ada Freeman,  
George C. Freeman,

Court of Common Pleas  
Union County, Ohio

Petition

The plaintiff Elmer J. Freeman says: that on or about the 5<sup>th</sup> day of April 1896, George C. Freeman late of Union County, Ohio, died intestate, seized of an estate in fee simple in the following described real estate in the County of Union, State of Ohio, to-wit: part of Survey No. 829, bounded and described as follows:

Beginning at a stake in the center of the Mansfield and Huntin road and original North line of said Survey; Thence N. 80° 40' W. with said North line 196 poles to two beeches and a sugar tree the original N. W. corner of said Survey; Thence S. 8° 10' west with the original west line of said survey 100 poles to a red oak, dogwood and ironwood N. W. corner to Lot No. 26; Thence S. 80° 40' E. 241 poles to a stake in the center of said road; Thence with said road in the direction of Kenton, but excepting therefrom the lands due to A & N. W. R.R. Co. and 9 acres deeded to John Harrington v. 29 P. 333, to the beginning containing one hundred and twenty seven & 5/16 (127 5/16) acres.

Also another tract described as follows; Survey No. 3690, viz. situate in Union County, State of Ohio, Township of Taylor and beginning at a stone lower corner on Bokus Creek to a lot of land conveyed by Jacob Heller to Joseph Atkinson; Thence with the east line of said land S. 84° W. 106 poles to a stone in the Harbord road; Thence S. 78 1/2° E. 59 1/2 poles to a stone in the center of said road and in the west line of E. Johnsons land; Thence with said line N. 84° E. 126 1/2 poles to a stake in the south branch of said Creek, crossing Bears N.

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8 1/2° N. 90 poles, E. line bears S. 28° E. 1 1/2 poles; thence up the creek with the meanderings thereof to the place of beginning containing 46 3/4 acs.

Also another tract situate in Union County, State of Ohio, Township of Taylor, bounded and described as follows: Survey No. 829, viz: Beginning at a Burr Oak, Sugar tree and Buck running S. 8 1/2° E. 85 poles to two Buckles; thence S. 8 1/2° W. 177 poles to a stake in the center of the Bellefontaine road; thence with said road S. 72° W. 91 poles to a stake in the center of said road; thence N. 8 1/2° W. 215 poles to the beginning, containing 92 1/2 acs more or less.

Also another tract situate in Union County, State of Ohio, Taylor Township, bounded and described as follows: Survey No. 829, viz:

Beginning at a stake in the center of the Maryland and Hinton gravel road and in the center of the Chubler road, S. 86 1/2° E. 70 1/2 poles to a stake; thence N. 8 1/2° E. 90 1/2 poles to a stake and stone; thence N. 86 1/2° W. 83 poles to a stake; thence S. 3 1/4° E. 38 1/4 poles to a stake; thence N. 86 1/4° W. 69 poles to a stake in the center of said road; thence with the center of said road S. 16 1/2° E. 54 1/2 poles to the beginning, containing 33 acs.

Also another parcel, in Union County, State of Ohio, Taylor Township, bounded and described as follows:

Being 25 feet front running west on Chain Street of Lot No. 2 of the town of Broadway, Ohio; thence westerly parallel with the east line of said lot to the Barn on said lot; thence west far enough to include all of said barn; thence to the north line of said lot No. 2 in the town of Broadway, Ohio, including East side of said lot.

Also another parcel situate in the County of Union, State of Ohio, Taylor Township, bounded and described as follows:

Part of Survey No. 829, viz: Situate in the village of Broadway, County of Union, State of Ohio, and known as the whole of an lot No. 23 in Richer's subdivision of said village.

Also a parcel of land lying north of the A. & W. R. R. E. of David Lockwood's land and S. of G. W. Freeman's land and the angular and containing (2) acs more or less as decreed G. W. Freeman by W. S. Danforth see v. 30. P. 327 of decs.

The said George W. Freeman left Susan Freeman his widow who is entitled to dower in said premises who resides on the premises.

There is sufficient personal estate to pay all the debts of said decedent.

The said premises descended to the following persons, only heirs and legal representatives of the said George W. Freeman deceased, subject to said dower, to-wit:

The plaintiff, Elmer J. Freeman, a son of said George W. Freeman, deceased, and the following persons children of the said George W. Freeman to-wit: Lulla C. Freeman, Ida L. Fox, wife of E. J. Fox, Elma B. Johnson, wife of Edward B. Johnson, and Emmet J. Freeman all of whom are of lawful age.

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The said Emmitt S. Freeman during the lifetime of his father, the said George W. Freeman, now deceased, received advancements from his said father, said George W. Freeman, afore mentioned, and now deceased, amounting to \$1450.00 which amount was to be deducted from said Emmitt S. Freeman's share in his said father's estate upon the final settlement of the same, said amount of \$1450.00 should be therefore deducted from said Emmitt S. Freeman's share, and said Emmitt should receive that much less than the one-fifth part of said estate.

Afterward to-wit about the 12<sup>th</sup> of October, 1896, the said Emmitt S. Freeman made a deed, reserving to himself a life estate in the same, to the following named persons of his remaining interest in his said father's (George W. Freeman now deceased) estate, and thereby conveyed to the persons here named and who are also the children of said Emmitt S. Freeman, and Grand Children of said George W. Freeman deceased, to-wit: Estella W. Neel (a widow) daughter of said Emmitt S. Freeman, Ella J. Smith wife of Ami Smith, and who is a daughter of said Emmitt S. Freeman, Cora W. Freeman whose age is 15 years, Ida L. Freeman age 10, Ada Freeman age 10 and George C. Freeman age 2 years, the four last named being minors, with no legally appointed Guardian but who live with their father Emmitt S. Freeman at Broadway, Union County, Ohio.

The parties above named have the following undivided estate in said premises, subject to the dower interest of said Susan Freeman to-wit:

- Emmitt S. Freeman, the plaintiff one undivided fifth in fee;
- Ida L. Fox one undivided fifth in fee.
- Luella C. Freeman one undivided fifth in fee.
- Alma A. Johnson one undivided fifth in fee;

Emmitt S. Freeman, Estella W. Neel, Ella J. Smith, Cora W. Freeman, Ida L. Freeman, Ada Freeman and George C. Freeman together, one undivided fifth less the the amount of \$ heretofore received by the said Emmitt S. Freeman as advancement from the said father George W. Freeman now deceased.

The plaintiff asks that said Susan Freeman, widow of George W. Freeman, and the said Ida L. Fox and E. J. Fox her husband, Laura A. Freeman wife of plaintiff, Luella C. Freeman, Alma A. Johnson and Edward A. Johnson her husband, Emmitt S. Freeman, Estella W. Neel (widow) Ella J. Smith and Ami Smith her husband, Cora W. Freeman age 15, Ida L. Freeman age 10, Ada Freeman age 10 and George C. Freeman age 2, may be made parties defendant to this petition, and the said plaintiff desires to hold his said interest in severally prays that partition may be made of said premises according to the interests of the parties and that the dower of the said Susan Freeman may be assigned in said premises, or if it shall appear that partition cannot without manifest injury be made, then that the same may be appraised either as a whole or in parts and in other order taken pursuant to the statute in such case made and provided.

F. J. Arthur Atty. for Plff.

The State of Ohio, Union County ss:

Elmer J. Freeman, plaintiff being sworn says, that the statements made and allegations contained in the foregoing petition are true as he verily believes.

Elmer J. Freeman.

Sworn to by Elmer J. Freeman before me and signed by him in my presence this 14<sup>th</sup> day of November, 1896.

J. N. Linnell Clerk.

By J. A. Linnell Deputy.

On the 14<sup>th</sup> day of November A.D. 1896, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt  
7234  
Elmer J. Freeman vs Susan Freeman et al  
County of Common Pleas,  
Union County, Ohio.

Mr. Clerk issue summons to Sheriff of Union Co. O. for Eva M. Freeman a minor 15 years of age, Ida L. Freeman a minor a minor 10 years of age. Ada Freeman a minor 10 years of age and George E. Freeman a minor 2 years of age, all of whom live with their father Elmer J. Freeman at Broadway Union Co. O.

F. J. Astum Atty. for Cliff.

Summons. On the 14<sup>th</sup> day of November A.D. 1896, the following Summons was issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County.  
To the Sheriff of said County:

You are hereby commanded to notify Eva M. Freeman aged 15 yrs; Ida L. Freeman aged 10 yrs; Ada Freeman aged 10 yrs and George E. Freeman aged 2 years, that they have been sued by Elmer J. Freeman in the Court of Common Pleas of Union County, and must answer by the 23<sup>rd</sup> day of December 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 23<sup>rd</sup> day of November A.D. 1896.

Witness my hand and the seal of said Court, this 14<sup>th</sup> day of November A.D. 1896.

J. N. Linnell Clerk.

By J. A. Linnell Deputy.

Afterward on the 17<sup>th</sup> day of November A.D. 1896, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows.

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| Sherriff's Return. |   |    |  |
| Sherriff's Fee     | 8 | 10 |  |
| Service Return     | 1 | 40 |  |
| Witness            | 1 | 60 |  |
| Copy               | 1 | 05 |  |
| Total              | 4 | 05 |  |

The State of Ohio, Union County ss,

Received this 17<sup>th</sup> day of Nov. 1896, at 8 O'clock P. M. and served same by handing a true copy of this writ with the underwritten return to Eva M. Freeman, Ida Freeman, Ada Freeman and George Freeman personally, and a copy to the father of Ida L. Freeman Ada Freeman & George Freeman for each who are minors under 14 years of age personally on the 17<sup>th</sup> day of November 1896.

J. N. Linnell Sheriff

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Summons. On the 14<sup>th</sup> day of November A.D. 1896, the following Summons was issued, to-wit:  
 The State of Ohio, Union County.  
 You are hereby commanded to notify Susan Freeman, Ida L. Fox, C.J. Fox, Elma A. Johnson, Edward A. Johnson, Lulla C. Freeman, Laura A. Freeman, Emmet J. Freeman, Estella M. Neal, Ella J. Smith, and Arri Smith that they have been sued by Elmer J. Freeman in the Court of Common Pleas of Union County, and must answer by the 12<sup>th</sup> day of December 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 23<sup>rd</sup> day of November A.D. 1896.

Witness my hand and the seal of said Court, this 14<sup>th</sup> day of November A.D. 1896.  
 J. N. Small Clerk  
 By Geo. A. Small Deputy

Chair or

Be the undersigned named as parties defendants in the foregoing Summons in this case hereby waive the issuing and service of process upon us in the action and enter our appearance to the same, and consent that partition be made, or such other order taken as may be right and proper under the statute in such case made and provided.  
 Susan Freeman, Ida L. Fox, C.J. Fox, Elma A. Johnson, Edward A. Johnson, Lulla C. Freeman, Elmer J. Freeman, Laura A. Freeman, Emmet J. Freeman, Estella M. Neal, Ella J. Smith & Arri Smith.  
 Cost - Elmer J. Freeman for services bringing parties into Court and expenses \$5.00.

Answer  
 of  
 Susan Freeman.  
 7234

On the 8<sup>th</sup> day of February A.D. 1897, the following Answer of Susan Freeman was filed with the Clerk of this County to-wit:  
 Elmer J. Freeman  
 vs  
 Susan Freeman et al  
 Court of Common Pleas,  
 Union County, Ohio.

The defendant Susan Freeman, widow of said George J. Freeman deceased, for answer to the petition for partition in this case says: she consents to have partition made as prayed for, or a sale made of said real estate, and she claims dower in said real estate, including the share of the rents of said real estate pending the said petition, the same as if she had filed her petition for dower, and she further waives the assignment of her dower by metes and bounds in the said lands and consents that the same may be sold clear of dower, and that the Court according to law assign to her in money such sum in lieu of her dower as may be equitable and right; her age is 60 years.  
 Susan Freeman.

The State of Ohio,  
 Union County, } ss.

Susan Freeman, above named widow and defendant,

being duly sworn says, the allegations and statement in her foregoing answer are true and that her age is 60 years.  
Susan Freeman.

Sworn to before me and subscribed in my presence by Susan Freeman this 8<sup>th</sup> day of February, 1897.

L. T. Gosnell Clerk  
By W. A. Gosnell Deputy.

Application for  
Appointment of  
Guard. Ad-Litem.  
7234

On the 15<sup>th</sup> day of February A. D. 1897, the following Application was filed with the Clerk of this Court, to-wit:

Elmer J. Freeman  
vs  
Susan Freeman et al  
Court of Common Pleas  
Union County, Ohio.

The said Elmer J. Freeman, plaintiff hereby applies for the appointment of a Guardian Ad-Litem for Era M. Freeman whose age is 15 years, and for Ada L. Freeman whose age is 10 years, and for Ada Freeman whose age is 10 years and for George C. Freeman whose age is 10 years in this cause and that J. C. Griffith be appointed said Guardian.

Appointment  
of Guardian  
Ad-Litem.  
7234

On the 15<sup>th</sup> day of February A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Elmer J. Freeman  
vs  
Susan Freeman et al  
Court of Common Pleas  
Union County, Ohio.

This cause coming on this day to be heard, and it appearing to the Court that Era M. Freeman, Ada L. Freeman, Ada Freeman and George C. Freeman, minor defendants hereto, have been duly and legally served with process herein, and notified of the pendency and prayer of plaintiff's petition, the Court on motion of F. T. Dottmer Counsel for plaintiff, hereby appoints J. C. Griffith Guardian Ad-Litem for said minor defendants, and thereupon the said J. C. Griffith appearing in open Court accepts said appointment.

Answer of  
Guardian  
Ad-Litem.  
7234

On the 15<sup>th</sup> day of February A. D. 1897, the following Answer of Guardian Ad-Litem was filed with the Clerk of this Court, to-wit:

Elmer J. Freeman  
vs  
Susan Freeman et al  
Court of Common Pleas  
Union County, Ohio.

Sub now comes J. C. Griffith, Guardian ad-Litem heretofore appointed in this cause by said Court, for the said Era M. Freeman, Ada L. Freeman, Ada Freeman and George C. Freeman, minor defendants in the petition in said cause, and for answer to said petition, denies all the material allegations therein contained, prejudicial to said minor defendants and further says that they are of tender years, and not acquainted with the law in such cases; he therefore prays

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the Court to protect their rights in this case, and for such relief as may be just

I. C. Griffith  
Guardian Ad-Litem.

On the 25<sup>th</sup> day of February, A.D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Entry  
7234

Elmer J. Freeman      Cause of Common Pleas,  
vs      Coshocton County, Ohio.  
Susan Freeman et al

This day this cause came on to be heard, and the same was submitted to the Court upon the pleadings and the evidence, on consideration whereof, the Court being fully advised in the premises finds; that all of the parties have been duly and legally notified of the filing and pendency of the petition, and that all the parties are before the Court in due and legal form.

The Court further finds that the said George W. Freeman died seized of the lands and tenements in the petition described, and that his personal estate is sufficient to pay his debts.

The Court further finds that the parties named in the petition are the heirs and legal representatives of said George W. Freeman deceased, and that he died intestate, and that the said parties are entitled to the division of his estate to the parts and proportions in the said petition stated.

The Court further find that in the life time of the said George W. Freeman he made advancements to one of his said children, that said advancement should be brought in and made part of his estate for distribution, and that said advancement is as follows:

Said George W. Freeman advanced to his son Emmit J. Freeman the sum of \$1455.61 less a credit of \$325.00, received by said Emmit J. Freeman on distribution of personal estate.

And the Court further find that the said advancement should be brought in and made part of the estate of said George W. Freeman, and there being no further personal estate to distribute, the said party Emmit J. Freeman receiving said advancement should receive less the amount in hand in this case to be partitioned.

It is therefore adjudged and decreed by the Court that the lands in the petition described be appraised free from dower estate, as Susan Freeman the widow of said George W. Freeman deceased, has elected by her answer heretofore filed to take as such widow her interest in the proceeds of said liquidation to be made as the Court may judge her said interest to be, and according to the Statute provided, and that to the appraised value of the same there be added the sum of \$1130.61 being the net sum total of said advancement of said

advancement to said Emmitt S. Freeman, and that partition of said premises be made giving to the said Susan Freeman widow of said George W. Freeman deceased, one-third of said estate as the Court may find to be her due, and that subject to said dower, estate the following be distributed as follows:

To the said Emmitt S. Freeman, Estella C. Keel, daughter of said Emmitt S. Freeman, Ella J. Smith daughter of said Emmitt S. Freeman, Eva W. Freeman whose age is 15 years, Ida L. Freeman whose age is 10 years, Ada Freeman whose age is 10 years and George E. Freeman whose age is two (2) years, together such portion of said premises as will when added to the said advance of \$1130.61 to said Emmitt S. Freeman equal one-fifth of said premises.

To the plaintiff Elmer J. Freeman one-fifth of said premises.

To Ida L. Fox, one-fifth of said premises.

To Estella C. Freeman one-fifth of said premises.

To Elmer A. Hanson one-fifth of said premises.

And it is further ordered, that for the purpose of making said partition, an order issue to the Sheriff of said County of Union, commanding him, that by the oaths of Lanson B. Harvey, J. J. Katto and C. Reed three disinterested freeholders of said County, and not of kin to either party, there be set off and assigned to the said several parties the parts and portions to which they have been heretofore been found entitled, to-wit: but it is ordered that in case the said Commissioners shall find that said lands cannot be so divided by metes and bounds without manifest injury, then and in that case they shall return their appraisement in money, having first divided said real estate into parcels as prayed for in the petition of plaintiff, appraising the several divisions if so found to be to the best interest of said estate separately; said Sheriff shall then make his return accordingly without unnecessary delay.

On the 25<sup>th</sup> day of February A. D. 1897, the following writ of Partition in dower was issued, to-wit:

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

Recommend you that without delay, by the oaths of Lanson B. Harvey, J. J. Katto and C. Reed you cause to be set off and assigned to Susan Freeman widow of George W. Freeman, late of said County, deceased, one full equal third part of the Real Estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following Real Estate situate in the County of Union, State of Ohio, and part of Survey No. 829, bounded and described as follows:

Beginning at a stake in the center of the Waynesville and Buxton road and original north line of

Writ of Partition in Dower.

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said survey: thence N. 82° 40' W. with said north line 196  
poles to two bushes and a sugar tree the original N.W.  
corner of said survey: thence S. 82° 10' west with the orig-  
inal west line of said survey 100 poles to a red oak,  
dogwood and ironwood, N. E. corner to lot No. 26: thence S.  
80° 40' E. 241 poles to a stake in the center of said road:  
thence with said road in the direction of Clinton to the  
beginning, containing 127 5/100 acres, but excepting therefrom the  
lands deeded to the A. & V. R. R. Co. and 9 acres deeded to  
John Farrington v. 29. P. 383.

Also another tract described as follows: Survey No.  
3690, viz: Situate in Union County, State of Ohio, Taylor  
Township, and beginning at a stone lower corner of Bobbs  
Creek to a lot of land conveyed by Jacob Keller to Joseph  
Arthur: thence with the east line of said land S. 84° N.  
106 poles to a stone in the Hartford road: thence S. 75 1/2°  
E. 59 1/100 poles to a stone in the center of said road and  
in the west line of C. Johnson's land: thence with said  
line N. 8 1/4° E. 126 1/100 poles to a stake in the south branch  
of said creek, crossing bears N. 8 1/2° W. 1/10 poles E. line bears  
S. 23° E. 14 1/100 poles: thence up the creek with the meandering  
traces to the place of beginning, containing 46 3/4 acres.

Also another tract situate in Union County, State of  
Ohio, and Township of Taylor, bounded and described as  
follows: Survey No. 820, viz: Beginning at a Burr oak, sugar  
tree and bush, running South 81° 40' E. 80 poles to two bushes;  
thence S. 82° W. 177 poles to a stake in the center of the  
Bellevue road: thence with said road S. 72° W. 91 poles  
to a stake in the center of said road: thence N. 8° 10' E. 215  
poles to the beginning containing 92 1/2 acres more or less = Book  
41 Page, 570.

Also another tract situate in Union County, State of  
Ohio, Taylor Township: bounded and described as follows:  
Survey No. 829, viz: beginning at a stake in the  
center of the Mansville and Clinton gravel road and in  
the center of the Wheeler road: S. 86 1/2° E. 70 1/100 poles to a stake:  
thence N. 8° E. 90 1/10 poles to a stake and stone: thence N.  
86 1/2° W. 33 poles to a stake: thence S. 3 3/4° E. 38 3/4 poles to a  
stake: thence N. 86 1/4° W. 64 poles to a stake in the center of  
said road: thence with the center of said road S. 16 1/2° E. 5 4/5  
poles to the beginning, containing 33 acres. Book 59 Page 214.

Also another parcel, situate in Union County, State  
of Ohio, and Taylor Township, bounded and described as follows:  
Being 28 feet front running west on Main Street  
of lot No. 2 of the town of Broadway, Ohio: thence northwesterly  
parallel with the east line of said lot to the barn on said  
lot: thence west far enough to include all of said barn:  
thence to the north line of said lot No. 2 in the town of

Broadway, Ohio, including east-side of said lot. Book 63, Page 627.

Also another parcel situate in the County of Union, State of Ohio, Taylor Township bounded and described as follows:

Part of Survey No. 829 viz: situate in the Village of Broadway, County of Union, State of Ohio, and known as the whole of Sec Lot No. 23 in Richey's Sub-division of said Village, Book 44-Page 541.

Also a parcel of land lying north of the A. & N. O. R.R. E. of David Lockwood's lands and south of G. W. Freeman's lands and triangular containing 100 (2) acres more or less as per deed to G. W. Freeman by W. S. Danforth - see V. 30, P. 329, of Deeds,

subject to said Dower estate, among the persons named herein, and in the following proportions, to-wit:

To the said Commit G. Freeman, Estella M. Neal, Ella J. Smith, Eva M. Freeman, Ida L. Freeman, Ada Freeman and George C. Freeman together such portion of said premises as will when added to \$1130.61 equal (1/5) one fifth of said premises -

To Elmer J. Freeman, one equal fifth part.

To Ida L. Fox, one equal fifth part.

To Luella C. Freeman, one equal fifth part.

To Alma A. Johnson one equal fifth part.

And if, in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same free from dower of the said Susan Freeman 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 J. Freeman plaintiff and Susan, Freeman, Commit G. Freeman, Estella M. Neal, Ella J. Smith, Eva M. Freeman, Ida L. Freeman, Ada Freeman, George C. Freeman, Ida L. Fox, Luella C. Freeman and Alma A. Johnson are defendants: and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of the Court of Common Pleas, at the Court House in Daytonville, this 25<sup>th</sup> day of February A. D. 1897.

L. H. Gosnell Clerk  
By J. W. Gosnell Deputy

Afterward on the 11<sup>th</sup> day of March A. D. 1897, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Sheriff's Return.

|                | \$ | cts |
|----------------|----|-----|
| Sheriff's Fee  |    |     |
| Service        | 25 |     |
| Mileage        | 1  | 60  |
| Executing Writ | 25 |     |
| Swearing Com.  | 1  | 20  |
| Report "       | 1  | 00  |
| Return         | 25 |     |
| Total          | 4  | 55  |

As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oath of Lemuel B. Harvey, J. J. Watts and C. Reed, and the said Commissioners being of the opinion that the said premises can not be divided without manifest injury, I have caused the same to be appraised: all of which will more fully appear

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by reference to the report of the said Commissioners herewith returned.

Given under my hand this 4<sup>th</sup> day of March A.D. 1897.  
J. C. Robinson Sheriff.

Commissioners Report.

Union County, ss.  
Court of Common Pleas.  
In Partition and Dower.

Oliver J. Freeman  
vs.  
Lucare Freeman et al

According to the command of the Court 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 are of the opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same, as follows:

|   |                |         |           |
|---|----------------|---------|-----------|
| Tract No. 1, calling for 134 acs          | @ \$30 per ac. | Total - | \$4020.00 |
| " " 2, " " 46.24                          | " @ \$22 " " " | "       | \$1028.50 |
| N. 1/2 of " " 3 " " 94 or 47              | " @ \$31 " " " | "       | \$1457.00 |
| E. 1/2 of " " 3 " " 94 or 47              | " @ \$28 " " " | "       | \$1316.00 |
| " " 4 " " 33                              | " @ \$18 " " " | "       | \$594.00  |
| " " 5 Being part of lot No. 2 in Broadway | "              | "       | \$ 225.00 |
| " " 6 " all " " " 23                      | "              | "       | \$ 350.00 |
| Total                                     |                |         | \$8990.50 |

Given under our hands this 3<sup>rd</sup> day of March, 1897.

Lanson B. Harvey  
J. D. Walto  
E. Reed } Commissioners.

See also Surveyors Report hereto attached and made part of this report.

Surveyors Report.

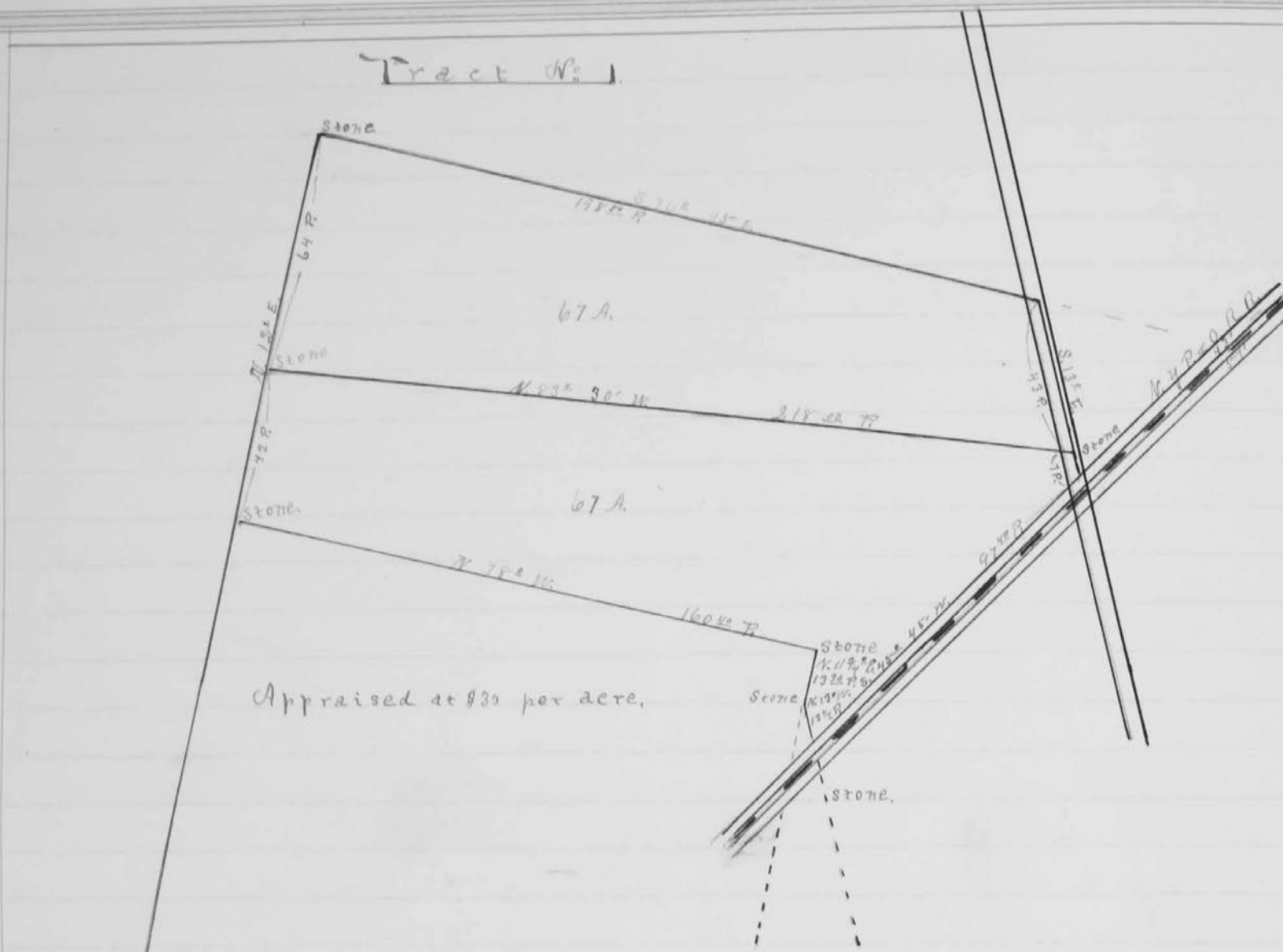
on the

Partition of  
The  
Freeman Estate

Taylor Township

March 4<sup>th</sup> 1897.

Lanson B. Harvey Co. Surveyor.



Description of N. 1/2 of the 134 acre Tract

Situate in the State of Ohio, County of Union, Township of Taylor, and Survey No. 829, and bounded and described as follows:

Beginning at a stone in the center of the Maryville and Benton Gravel Road, and in the north line of said survey; thence with said survey line N. 76° 45' W. 198<sup>00</sup> poles to a stone original north-west corner of said survey; thence with the west line of said survey S. 12° W. 64 poles to a stone at the north-west corner of a tract this day conveyed to Alma A. Johnson; thence with the north line of said tract S. 83° 30' E. 218 poles to a stone in the center of said road; thence with the center of said road N. 13° W. 43 poles to the beginning containing fifty seven (67) acres, more or less.

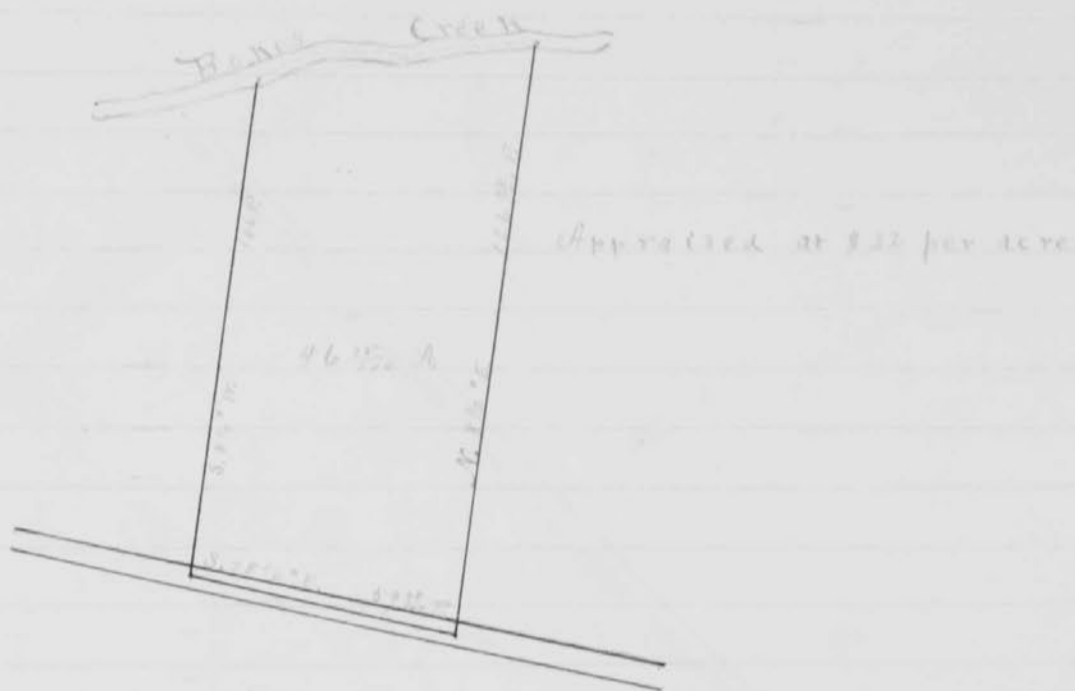
Description of the 134 acre tract "South half."

Situate in the State of Ohio, County of Union, Township of Taylor and Survey No. 829, and bounded and described as follows: Beginning at the point of intersection of the north line of the N. Y. P. & O. R.R. with the center of the Maryville and Benton Gravel Road; thence with the north line of said R.R. Company's land S. 45° 45' W. 97<sup>00</sup> poles to a stone in the east line of E. J. Fort's land; thence with said line N. 18° W. 12<sup>00</sup> poles to a stone in the east line of lands this day conveyed to Eda L. Fort; thence with said line N. 11° 45' E. 13<sup>00</sup> poles to a stone at the north east corner of said Fort's land; thence north with the north line of said land and the lands of Eleanor J. Freeman and others, N. 78° W. 160<sup>00</sup> poles to a stone in the west line of said survey; thence with the west line of said survey N. 12° E. 42 poles to a stone at the south west corner of lands this day conveyed to Lulla E. Freeman; thence

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with the south line of said lands S. 83° 30' E. 218 poles to a stone in the center of said road: thence with the center of said road S. 13° E. 7 poles to the place of beginning containing sixty seven (67) acres more or less.

Tract No. 2



Description.

Situate in the State of Ohio, County of Union, Township of Taylor and Survey No. 3690, and bounded and described as follows:

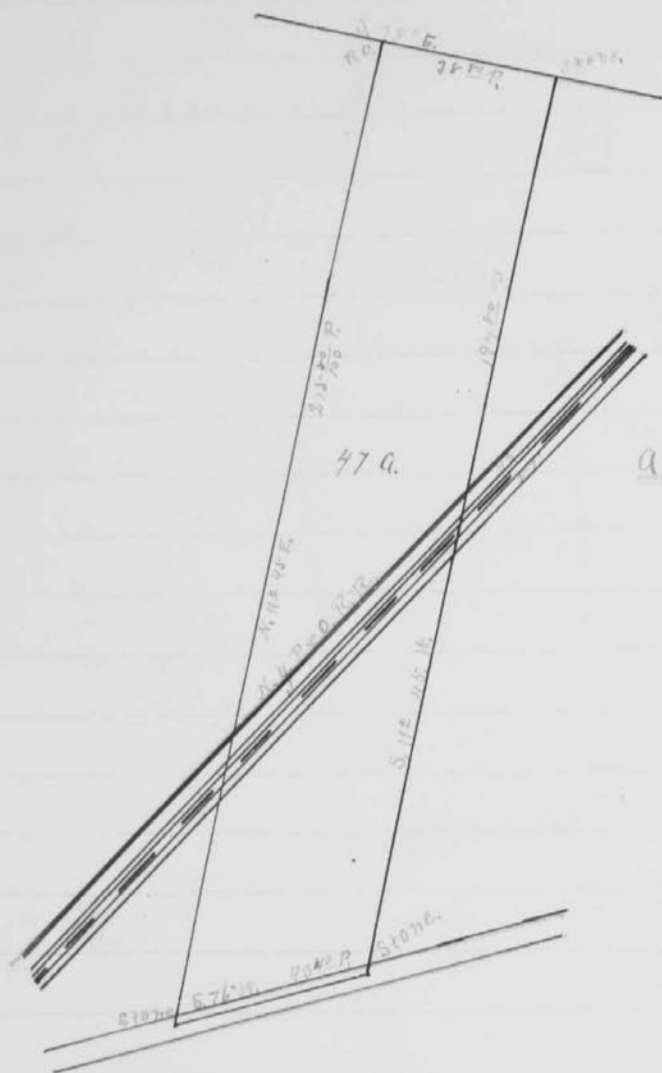
Beginning at a stone lower corner on Banks Creek to a lot of land conveyed by Jacob Keller to Jo. Whorton: thence with the east line of said land S. 84° W. 106 poles to a stone in the Harford Road: thence S. 78 1/2° E. 59 1/2 poles to a stone in the center of said road and in the west line of E. Johnson's land: thence with the west line of said lands N. 84° E. 126 poles to a stake in the south branch of said Creek crossing bears N. 8 1/2° W. 40 poles E. line bears S. 28° E. 140 poles: thence up said Creek with the various meanderings thereof to the place of beginning containing forty six & three fourths (46 3/4) acres more or less.

the State Survey No.

Marysville said Survey; to a stone to the west the north A. Johnson; 218 poles to the center beginning

ship of ed as the north mill and said R.R. in the east 18° W. 120 conveyed 2 poles to ed: thence also of to a stone west line of the west an: thence

Tract No 3 West half.



Appraised at \$31 per acre.

Description =:

Situate in the State of Ohio, County of Union, Township of Taylor, and Survey No. 829 and bounded and described as follows:

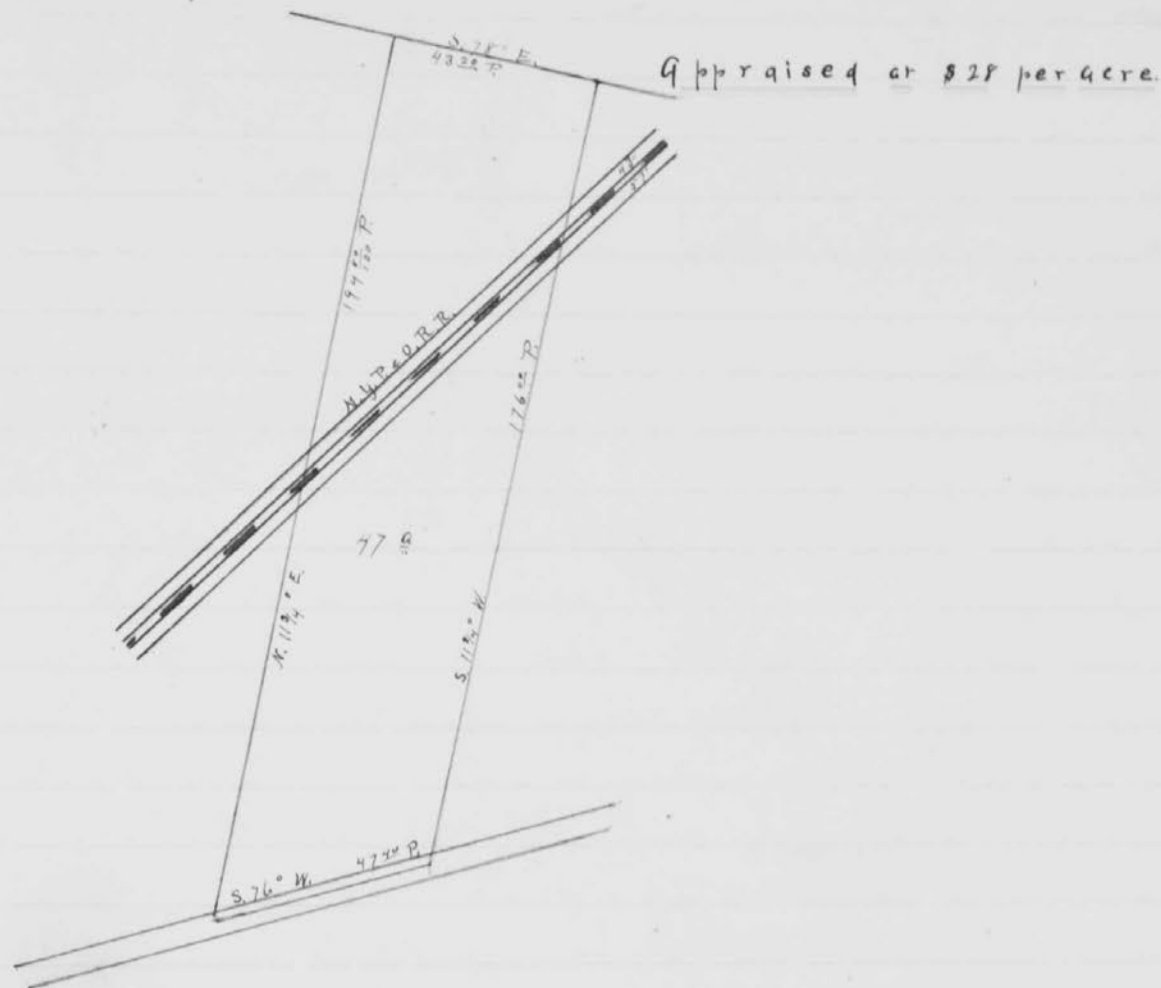
Beginning at a stone in the center of the Pharisburg and Broadway Grand Road, and at the south west corner of lands owned to Eda L. Fox (witness a stone N. 11 3/4° E. 25 ft.): thence with the center of said road S. 76° W. 43 3/4 P to a stake (witness a stone N. 11 3/4° E. 25 feet): thence with the east line of S. Killis's land N. 11 3/4° E. 215 2/3 P to a bur-oak with east corner of said Killis's land and in the south line of Almond A. Wrenn's land: thence with said south line S. 78° E. 38 1/2 P to a stone at the south west corner to said Eda L. Fox's land: thence with the west line of said Fox's land S. 11 3/4° W. 194 P to the beginning, containing, (excepting the lands of the N.Y. P. & O. R.R. Co. included in this description) forty seven (47) acres more or less.

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Tract No. 3 East half.



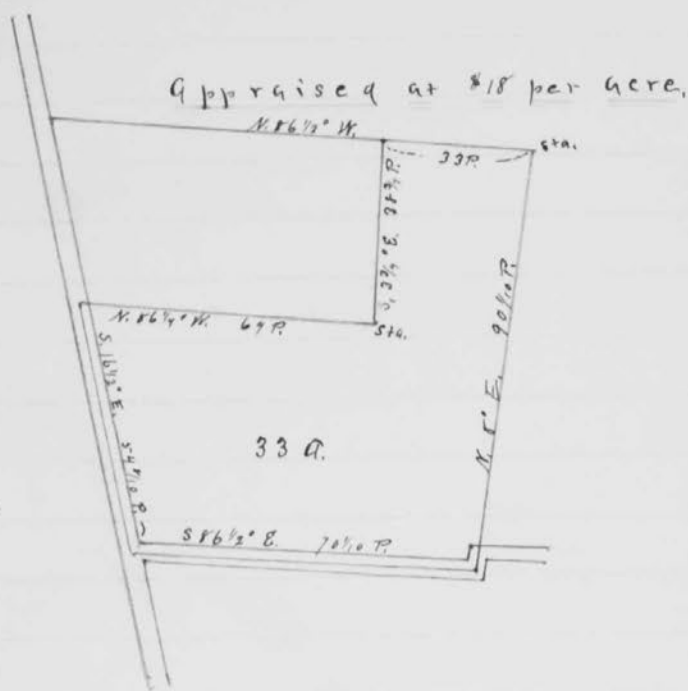
Description:

Situated in the State of Ohio, County of Union, Township of Taylor and Survey No. 829 and bounded and described as follows: Beginning at a stake in the center of the Charisburg and Broadway Ward Road and at the south east corner of lands deeded to Oliver J. Freeman (witness a stone N. 11 1/4° E. 25 ft.); thence with the east line of said Freeman's land N. 11 1/4° E. 194.37 P. poles to a stone in the south line of lands this day deeded to Alma A. Johnson; thence with said line S. 78° E. 43.22 P. poles to a stone angle of said Johnson's land; thence with the west line of said Johnson's land and the west line of C. J. Fox's land S. 11 1/4° W. 176.00 P. poles to a stake in the center of said gravel road (witness a post N. 11 1/4° E. 25 ft.); thence with the center of said road S. 76° W. 47.70 P. poles to the place of beginning, containing after deducting the lands of the N. Y. P. & O. R. R. Co. included in this description forty seven (47) acres more or less.

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Tract No. 4.

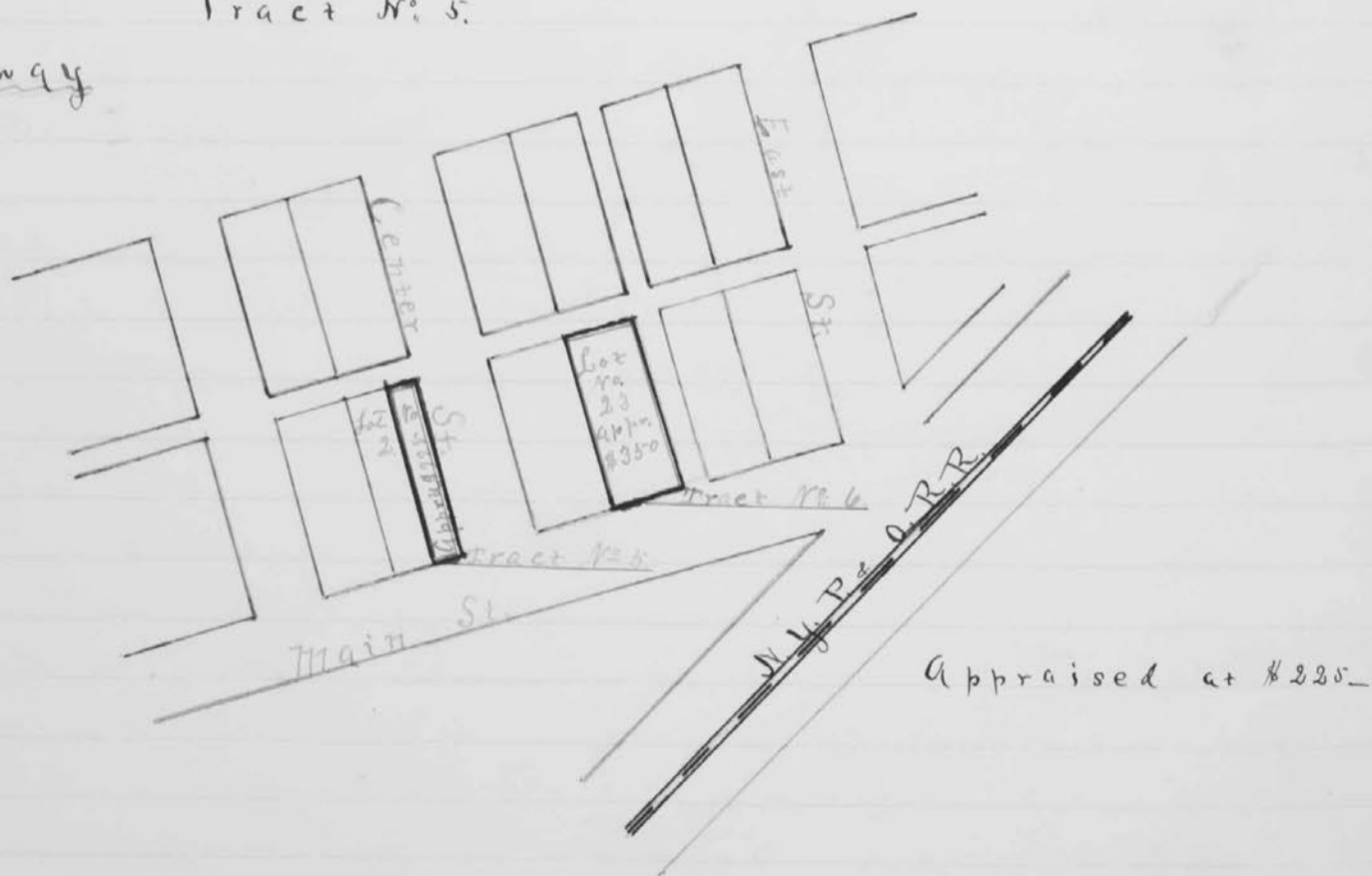


Description.

Situate in the State of Ohio, County of Union, Township of Taylor and Survey No. 829, and bounded and described as follows:  
 Beginning at a stake in the center of the Grayville and Hinton Gravel Road and in the center of the Wheeler Road: thence S. 86 1/2° E. 70 1/2 poles to a stake; thence N. 8° E. 90 1/2 poles to a stake and stone; thence N. 86 1/2° W. 33 poles to a stake; thence S. 23° E. 88 1/4 poles to a stake; thence N. 86 1/4° W. 64 poles to a stake in the center of said road; thence with the center of said road S. 16 1/2° E. 54 1/2 poles to the beginning, containing thirty three (33) acres more or less.

Tract No. 5.

Broadway



Description:

Being the east part of Lot No. 2 in the town of Broadway, and 28 feet front: thence parallel and with the west line of Center Street to the alley; thence west far enough to include all of the barn on said lot; thence southerly to the south line of said lot; see Vol. 63, P. 621.

Tract No. 6.

Appraised at \$350-

Description.

Being all of Lot No. 23 in the town of Broadway.

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Elmer J. Freeman  
vs  
Susan Freeman et al  
Court of Common Pleas  
Union County, Ohio

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|--------------------|-------------------------------------|---------------|----------|
| To Esau Reed       | Commissioner                        | 2 days,       | \$ 2.00  |
| " J. J. Watts      | "                                   | " "           | \$ 2.00  |
| " L. B. Harvey     | "                                   | " "           | \$ 2.00  |
| " Elmer J. Freeman | Notary                              | " "           | \$ 2.00  |
| " Emmet J. Freeman | Chairman                            | " "           | \$ 2.00  |
| " Edward Johnson   | "                                   | " "           | \$ 2.00  |
| " E. J. Fox        | Notary                              | 1 "           | \$ 1.00  |
| " L. B. Harvey     | Surveying & calculating             | 1/2 day       | \$ 3.00  |
| " " "              | "                                   | " "           | \$ 4.00  |
| " " "              | calculating & division of 134 2     |               |          |
| " "                | drawing 4 plans, etc.               | 1 day         | \$ 4.00  |
| " Same             | "                                   | 1 description | \$ 4.00  |
| " "                | completing papers for record        | 1/2 day       | \$ 2.00  |
| " "                | looking up field notes for surveyor | 1/2 "         | \$ 1.25  |
| " W. H. Goff       | series                              |               | .50      |
| " "                |                                     |               |          |
| Total              |                                     |               | \$ 31.75 |
| " L. B. Harvey     | Surveying line & between            |               |          |
| " "                | 67 acre tract                       | 1/2 day       | \$ 3.00  |
| Total              |                                     |               | \$ 34.75 |

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On the 4th day of March A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7234  
Elmer J. Freeman  
vs  
Susan Freeman et al  
Court of Common Pleas  
Union County, Ohio

This day this cause came on to be heard upon the motion of Counsel for plaintiff to distribute the proceeds of the sales heretofore made by election of parties herein, to take in this case, said elections to take and proceedings, having been examined by the Court and found in all respects correct and in due form of law, approved and confirmed the same.

Thereupon the Court now on the distribution of the proceeds of said sale, on consideration whereof, find and order as follows:

First - that the costs and expenses of this suit amounting to \$220.58 including attorney fees, and the taxes amounting to \$ be paid out of the money arising from said sales, and that the balance be distributed as follows:

|   |             |
|---|-------------|
| To Susan Freeman, Widow of said George W. Freeman deceased  | \$1456.57 = |
| " Elmer J. Freeman (Son)  | \$1688.74 = |
| " Ida L. Fox (Daughter)   | \$1688.74 = |
| " Alma A. Johnson (Daughter)  | \$1688.74 = |
| " Lulla C. Freeman (Daughter)   | \$1688.74 = |
| " Emmet J. Freeman (Son) Estella W. Neil, Ella J. Smith,<br>Eva W. Freeman (age 15 years) Ida L. Freeman (age 10 years)<br>Ada Freeman (age 10 years) and George C. Freeman (age 2 years) |             |

at \$220.

of Broadway  
line of center  
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of said lot:

of Broadway.

The last (6) by named being children of said Emmitt C. Freeman) together \$558.10 which amount when added to said Emmitt C. Freeman's advancement of \$1130.61 heretofore found by the Court will equal the \$1688.71.

On the 5th day of March A.D. 1897 the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
F 234

Almer J. Freeman  
vs.  
Susan Freeman et al  
Court of Common Pleas  
Union County, Ohio

This cause came on for hearing upon the return of the Sheriff, and the report of the Commissioners heretofore appointed herein, and on the motion to confine the same.

And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate in money.

The Court find that 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 Susan Freeman, no one objecting, has elected to take at their appraised value the following portion of said estate described as follows:

Tract No. 2

Situate in the State of Ohio, County of Union, Township of Taylor and Survey No. 3690, and bounded and described as follows:

Beginning at a stone lower corner on Baker Creek to a lot of land conveyed by Jacob Keller to Jo. Atkinson; thence with the east line of said land S. 84° W. 106 poles to a stone in the Harbord road; thence S. 78° E. 57 poles to a stone in the center of said road and in the west line of E. Johnson's land; thence with the west line of said lands N. 84° E. 126 poles to a stake in the south branch of said Creek, crossing bears N. 84° W. 610 poles, E. line bears S. 23° E. 190 poles; thence up said Creek with the various meanderings thereof to the place of beginning, containing forty six and three fourths (46 3/4) acres more or less - Appraised value, \$2200 dollars per acre - Total \$10283.

Tract No. 6

And also the following and being all of lot No. 23 in the Town of Broadway Union County, Ohio, appraised at \$850.

And that Almer J. Freeman no one objecting, has elected to take at their appraised value the following portion of said estate described as follows.

Tr. No. 2 Tract No. 8

Situated in the State of Ohio, County of Union, Township of Taylor and Survey No. 829, and bounded and described as follows:

Beginning at a stake in the center of the Pharisburg

Tract 5.

East 1/2 Tract No. 3.

Tract No. 4.

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and Broadway Gravel Road and at the south west corner  
of lands this day deeded to, Ida L. Fox (witness a stone  
N. 11<sup>3</sup>/<sub>4</sub>° E. 25 feet). Thence with the center of said road S. 76<sup>00</sup>  
E. 43<sup>00</sup> poles to a stake (witness a stone N. 11<sup>3</sup>/<sub>4</sub>° E. 25 feet) thence  
with the east line of H. Willis' land N. 11<sup>3</sup>/<sub>4</sub>° E. 215<sup>00</sup> poles  
to a bur oak north east corner to said Willis' land and in  
the south line of Alma A. Johnson's land; thence with said  
south line S. 78<sup>00</sup> E. 38<sup>00</sup> poles to a stone at the north west  
corner to said Ida L. Fox's land; thence with the west line  
of said Fox's land S. 4<sup>00</sup> N. 194<sup>00</sup> poles to the beginning,  
Containing (excepting the lands of the N. Y. P & O. R. R. Co, inclu-  
ded in this description) Forty seven (47) acres, more or less -  
Appraised at \$31<sup>00</sup> per acre - Total \$1457<sup>00</sup>.

Tract 5.

Also the following, described as follows, situate in  
Co. J. and being the East part of lot No. 2 in the town  
of Broadway, and 28 feet front; thence parallel and with  
the west line of Center Street to the alley; thence west far  
enough to include all of the Barn on said lot; thence southerly  
to the south line of said lot; - see Vol 63, P. 621, Appraised at \$225<sup>00</sup>.

East 1/2 Tract  
No. 3.

And that Ida L. Fox, no one objecting, has elected to  
take at their appraised value the following portion of said estate,  
situated in the State of Ohio, County of Union, Township of Taylor  
and Survey No. 829, and bounded and described as follows -

Beginning at a stake in the center of the Pharisburg  
and Broadway Gravel Road and at the south east corner  
of lands this day deeded to Elmer D. Freeman (witness a  
stone N. 11<sup>3</sup>/<sub>4</sub>° E. 25 feet); thence with the east line of said  
Freeman's land N. 11<sup>3</sup>/<sub>4</sub>° E. 194<sup>00</sup> poles to a stone in the south  
line of lands this day deeded to Alma A. Johnson; thence with  
said line S. 78<sup>00</sup> E. 43<sup>00</sup> poles to a stone angle of said  
Johnson's land; thence with the west line of said Johnson's  
land and the west line of E. J. Fox's land S. 11<sup>3</sup>/<sub>4</sub>° N. 176<sup>00</sup> poles to  
a stake in the center of said Gravel Road (witness a post N. 11<sup>3</sup>/<sub>4</sub>°  
E. 25 feet); thence with the center of said road S. 76<sup>00</sup> N. 47<sup>00</sup>  
poles to the place of beginning, containing, after deducting the  
lands of the N. Y. P & O. R. R. Co. included in this description forty  
seven acres (47) more or less = Appraised at \$28<sup>00</sup> per acre - Total \$1316<sup>00</sup>.

Tract No. 4.

Also the following, situate in the State of Ohio, County of  
Union, Township of Taylor and Survey No. 829, and bounded and  
described as follows:

Beginning at a stake in the center of the Marysville  
and Union Gravel Road and in the center of the Wheeler road;  
thence S. 86<sup>1</sup>/<sub>2</sub>° E. 70<sup>00</sup> poles to a stake; thence N. 8<sup>00</sup> E. 92<sup>00</sup> poles to  
a stake and stone; thence N. 86<sup>1</sup>/<sub>2</sub>° N. 33<sup>00</sup> poles to a stake; thence  
S. 3<sup>3</sup>/<sub>4</sub>° E. 38<sup>3</sup>/<sub>4</sub> poles to a stake; thence N. 86<sup>1</sup>/<sub>4</sub>° N. 64<sup>00</sup> poles to a  
stake in the center of said road; thence with the center of  
said road S. 16<sup>1</sup>/<sub>2</sub>° E. 54<sup>00</sup> poles to the beginning, containing  
Thirty three (33) acres more or less = Appraised at \$15<sup>00</sup> per acre  
Total \$594<sup>00</sup>.

And that Luella C. Freeman, no one objecting, has elected

to take at its appraised value the following portion of said Estate.

Tract No. 1, N<sup>o</sup> 2

Situated in the State of Ohio, County of Union, Township of Taylor and Survey No. 829, and bounded and described as follows:

Beginning at a stone in the center of the Mansville and Hunter gravel Road, and in the north line of said survey; thence with said survey line N. 76° 45' W. 198<sup>00</sup>/<sub>100</sub> poles to a stone, original north west corner of said survey; thence with the west line of said survey S. 12° W. 64 poles to a stone at the North west corner of a tract this day conveyed to Elmer A. Johnson; thence with the north line of said tract S. 83° 30' E. 218 poles to a stone in the center of said road; thence with the center of said road N. 13° W. 43 poles to the beginning, containing sixty seven (67) acres more or less. Appraised at \$27<sup>00</sup>/<sub>100</sub> per acre, total \$1810<sup>00</sup>.

And that Elmer A. Johnson, no one objecting, has elected to take at its appraised value the following portion of said Estate.

Tract No. 1, S<sup>o</sup> 2

Situated in the State of Ohio, County of Union, Township of Taylor and Survey No. 829, and bounded and described as follows:

Beginning at the point of intersection of the North line of the N. Y. P. & O. R. R. with the center of the Mansville and Hunter gravel road; thence with the north line of said R. R. Company's land, S. 45° 45' W. 97<sup>00</sup>/<sub>100</sub> poles to a stone in the east line of E. J. Fox's land; thence with said line N. 13° W. 12<sup>00</sup>/<sub>100</sub> poles to a stone in the east line of land this day conveyed to Ida L. Fox; thence with said line N. 11° 45' E. 13<sup>00</sup>/<sub>100</sub> poles to a stone at the north east corner of said Fox's land; thence with the north line of said land and the lands of Elmer J. Freeman and others N. 78° W. 160<sup>00</sup>/<sub>100</sub> poles to a stone in the west line of said survey; thence with the west line of said survey N. 12° E. 42 poles to a stone at the south west corner of lands this day conveyed to Luella C. Freeman; thence with the south line of said lands S. 83° 30' E. 218 poles to a stone in the center of said road; thence with the center of said road S. 13° E. 7 poles to the place of beginning, containing sixty-seven (67) acres more or less. Appraised at \$32<sup>00</sup>/<sub>100</sub> per acre, total \$2110<sup>00</sup>.

The foregoing sales by election being all of the said estate as returned by said Commissioners.

And it appearing to the Court that the said Susan Freeman, Elmer J. Freeman, Ida L. Fox, Luella C. Freeman and Elmer A. Johnson have elected to take all the said premises at their appraised value, and by agreement of all parties herein terms of payment are to be cash.

It is ordered by the Court, on good cause shown, that the proportion thereof due to the said parties be paid in cash, and that upon said Susan Freeman, Elmer J. Freeman, Ida L. Fox, Luella C. Freeman and Elmer A. Johnson paying the same as their respective interests appear from their purchases, together with their proportion of the costs of

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This case, including Counsel fee of \$157<sup>00</sup> to F. V. Arthur for his services herein, and their portion of the taxes and penalties due on said premises amounting in all to \$ the said estate is, and it hereby is, adjudged to them; and the Sheriff is ordered thereupon to make and execute to them conveyance thereof.

Attest  
 J. N. Gornell Clerk  
 By J. A. Gornell Deputy.



Cases continued and held at the Court House in Grayville, 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 19<sup>th</sup> 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 16<sup>th</sup> day of January, A.D. 1897, Rachel C. Peake filed in the Clerk's office of the said Court of Common Pleas, the following Petition against John W. Peake to-wit:

Petition  
7295

Rachel C. Peake  
vs  
John W. Peake  
Court of Common Pleas,  
Union County, Ohio.

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 11<sup>th</sup> day of August, 1867, she was married to the defendant; that the following children have been born of such marriage, Nancy L. Peake, (now Auburn) age 24 years; W. L. Peake age 22 years, Pearl C. Peake age 20 years.

First Cause of Action:

Plaintiff says the defendant was on or about the 24<sup>th</sup> day of October, 1896, guilty of extreme cruelty towards her in this, that defendant struck plaintiff in the face with his fist and knocked her down and at a number of other times before this date defendant has struck this plaintiff and threatened to kill her and has drawn a revolver on plaintiff a number of times both before and since the 24<sup>th</sup> day of October and threatened to kill her.

Second Cause of Action:

Plaintiff hereby alleges all in the first cause of action and further says that the defendant has been guilty of gross neglect of duty towards this plaintiff for more than two years last past; that said defendant has failed and refused to provide the common necessaries of life for plaintiff and that she has been compelled to live on the charity of friends and her own exertions because of the idleness and profligacy of the defendant.

Therefore plaintiff prays that she may be divorced from the defendant and such other relief as is proper.

W. L. Hoopes, Atty. for  
Plaintiff

To the Clerk of the Court:

Receipt

Issue summons for the above defendant, directed to Sheriff of Union County, returnable according to law, endorse "Action for divorce" and send copy of petition.

W. L. Hoopes, Atty. for Off.

On the 16<sup>th</sup> day of January A.D. 1897, the following summons was issued to the Sheriff of Union County, Ohio, to-wit:

Summons.

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Summons.

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

You are commanded to notify John W. Peake that Rachel E. Peake 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 saved on file), 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 January A.D. 1897.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield, this 16th day of Jan. 1897.

J. N. Cornell Clerk  
By Geo. D. Cornell Deputy.

Seal

Afterward on the 23rd day of January A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sheriff's Return.

| Sheriff's Fees | \$  | cts. |
|----------------|-----|------|
| Service        | 25  |      |
| Copy           | 15  |      |
| Mileage        | 416 |      |
| Return         | 25  |      |
| Total          | 481 |      |

Received 5 O'Clock A. M. on the 22nd day of January A. D. 1897, and on the 22nd day of January A. D. 1897, I served the same by delivering a true copy thereof, with the endorsement thereon, with a copy of the petition at the usual place of residence of John W. Peake.

J. Ed. Robinson Sheriff

Entry 7295

On the 26th day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Rachel E. Peake vs John W. Peake  
Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff, by H. J. Hoopes 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 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 extreme cruelty and gross neglect of duty and by reason thereof she is entitled to a divorce as prayed for.

And it is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Rachel E. Peake and John W. Peake 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 defendant pay the costs of this prosecution.

H. T. Hoopes Atty for Plaintiff.

Attest.

J. N. Gosnell Clerk.

By J. A. Gosnell, Deputy.



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Please continued and held at the Court House in  
Greenville, 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 19<sup>th</sup> day of April in the year of our Lord One Thousand  
and Eight Hundred and Ninety Seven.

Be it remembered that heretofore to-wit, on the 12<sup>th</sup> day  
of August, A. D. 1896, James H. Hill filed in the Clerk's Office of the  
said Court of Common Pleas the following Petition against John H. Crawford,  
Executor of the last will and testament of Chaney E. Hill deceased.  
to-wit:

Petition  
7172

James H. Hill  
vs  
John H. Crawford, Executor  
of the Last Will and Testament  
of Chaney E. Hill, deceased

Court of Common Pleas,  
Union County, Ohio.

Plaintiff says that Chaney E. Hill died on the  
8<sup>th</sup> day of April, 1896, leaving a last will and testament, which said  
will was duly filed and admitted to probate by the Probate Court of  
Union County, Ohio, on the 16<sup>th</sup> day of April, 1896;

that said will named defendant as executor thereof, and that  
he was appointed by said Court on the 16<sup>th</sup> day of April, 1896, as  
executor of said last will and testament of the said Chaney E. Hill  
deceased, and is now the duly qualified and acting executor of the  
said will of said Chaney E. Hill deceased, and this action is brought  
against him as such Executor.

There is due plaintiff from the defendant as Executor  
the sum of Two Thousand Four Hundred and Eighty Dollars upon  
an account of which the following is a copy with all the credits  
and indorsements thereon.

Chaney E. Hill in account with James H. Hill, Dr.  
To wages for work and labor from August 1<sup>st</sup> 1883 to April 1<sup>st</sup> 1893,  
9 years and 8 months at \$30<sup>00</sup> per month, due monthly \$3480<sup>00</sup>.  
By Cash, Merchandise and Taxes between Aug. 1<sup>st</sup> 1883 and April 1<sup>st</sup> 1893,  
\$1000<sup>00</sup> - Balance due \$2480<sup>00</sup>.

Plaintiff further states that he presented to the defendant,  
John H. Crawford, as executor of the estate of Chaney E. Hill, deceased,  
a written statement of his said claim, and demanded the indorsement  
of allowance thereon, but the said defendant on the 29<sup>th</sup> day of July  
1896, refused and rejected said claim, and refused to indorse his  
said allowance thereon.

Plaintiff further asks that he may recover judgment against  
the said defendant for the said sum of Two Thousand Four Hundred  
and Eighty Dollars, with interest from April 1<sup>st</sup> 1893.

J. L. Jolliff  
Attorney for Plaintiff.

State of Ohio, Union County, ss:  
James H. Hill being duly sworn, says that he is  
the plaintiff in the foregoing petition, and that the facts set  
forth and allegations made in said petition are true as he

verily believes.

Sworn to before me and signed in my presence this 12<sup>th</sup> day of August 1896.

James H. Hill.

R. H. Cook

Notary Public.

Warrant

Issue and service of summons in the above entitled action is hereby waived, and the appearance of defendant for trial upon the merits hereby entered.

John H. Crawford

Exec. of Chauncey B. Hill, deceased.

By his Attorney, J. F. Miller.

On the 30<sup>th</sup> day of December A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

Answer

7172

James H. Hill

Court of Common Pleas

Union County, Ohio.

John H. Crawford, Executor

First defense.

Now comes the defendant and admits that said Chauncey B. Hill died on the date stated in plaintiff's petition, that the said decedent left a last will and testament which was duly probated as in said petition stated, that the defendant is the duly qualified executor of said last will and testament, and that acting in such capacity he duly rejected and refused to allow the claim set up in plaintiff's petition as a valid claim against the estate of said decedent; but denies each and every other allegation in said petition contained.

Second defense.

The defendant alleges that the cause of action on plaintiff's said account set forth in his petition for all charges made for work and labor claimed to have been by him performed prior to the first day of August, 1890, as therein stated, did not accrue within six years next preceding the date of the commencement of this action.

J. F. Miller

Atty. for Deft.

State of Ohio, Union County, ss.

John H. Crawford, being first duly sworn, says that the facts stated and allegations made in the foregoing pleading are, as he verily believes, true.

John H. Crawford.

Subscribed in my presence and sworn to before me this 23<sup>rd</sup> day of December, 1896.

Seal

George Smith, Notary Public.

Reply

7172

On the 17<sup>th</sup> day of February A.D. 1897, the following Reply was filed with the Clerk of this Court, to-wit:

James H. Hill

Court of Common Pleas

Union County, Ohio.

John H. Crawford, as Executor of Chauncey Hill

The plaintiff for reply to the second defence set up in the answer of the defendant says:

He denies that any part of the said account is barred by the statute of limitation.

He further says that the said account was open and continuing, with debits and credits, neither party intending or requiring a settlement, and that the said Chauncey Hill continued to make payments from time to time up to date including a payment July 14<sup>th</sup>, 1893.

Therefore the plaintiff prays as he had already prayed in his petition.

J. L. Jolliff.  
Attorney for Plaintiff

The State of Ohio, Union County, ss.

James H. Hill plaintiff being first duly sworn says that the facts stated and allegations made in his foregoing reply are true as he verily believes.

James H. Hill

Sworn to before me and signed in my presence this 17<sup>th</sup> day of February, 1897.

*(Seal)*

Henry T. Spicer  
Notary Public.

On the 23<sup>rd</sup> day of February A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7172

James H. Hill  
vs  
John H. Crawford,  
Executor &c.

Court of Common Pleas  
Union County, Ohio.

This day came the parties by their attorneys, and this cause came on to be heard; and thereupon came a jury, to-wit: J. J. Dodge, J. H. Scott, A. C. Spain, Evan Shan, J. L. Richey, J. B. Galoway, M. H. Johnson, J. L. Beckley, Frederick Hile, Emanuel Rauech, Chester Sigman and Elijah Beckum, who being duly impanelled and sworn according to law, to well and truly try the issue found between the parties in this cause, and a true verdict rendered according to the evidence; and after hearing the testimony, arguments of counsel in part, this cause was continued until 8<sup>30</sup> O'clock tomorrow morning.

On the 24<sup>th</sup> day of February A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7172

James H. Hill  
vs  
John H. Crawford Executor  
of the last will and testament of  
Chauncey C. Hill, deceased.

Court of Common Pleas  
Union County Ohio.

This day again came the parties by their attorneys, and this cause came on to be heard; and thereupon came the following named jurors, to-wit: J. J. Dodge, J. H. Scott, A. C. Spain, Evan Shan, J. L. Richey, J. B. Galoway, M. H. Johnson, J. L. Beckley, Frederick Hile, Emanuel Rauech, Chester Sigman and Elijah Beckum,

who being heretofore duly empanelled and sworn to well and truly try the issue found between the parties in this cause, and a true verdict under according to the evidence; and after hearing the further arguments of Counsel, and charge of the Court, the said jurors, retired to their room in charge of the Sheriff for deliberation, and upon their said oaths aforesaid, returned their verdict in writing in the words and figures following, to-wit:

As the jury being duly empanelled and sworn, find the issue in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of (\$3069.75) Three Thousand Fifty Nine & 75/100 Dollars.

J. L. Richey, Foreman.

Motion for New Trial. 7172

On the 26<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

James H. Hill vs John H. Crawford, Executor, etc. Court of Common Pleas Union County, Ohio.

The defendant moves the Court to set aside the verdict of the jury, and judgment herein, for the following reasons:

- 1. The verdict is not sustained by sufficient evidence, and is contrary to law.
2. The Court erred in charging the jury.
3. The Court erred in refusing to charge the jury as requested by defendant.

J. F. Miller Atty. for Deft.

Entry 7172

On the 5<sup>th</sup> day of March A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

James H. Hill vs John H. Crawford, Executor & C. E. Hill et al. Court of Common Pleas, Union County, Ohio.

On account of the sickness of Mr. Miller, of Counsel for defendant, the continuance for New Trial herein is continued until the next Term of this Court.

Approved = J. L. Cameron R. L. Woodburn

Entry 7172

On the 19<sup>th</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

James H. Hill vs John H. Crawford, Executor of the last will and testament of Chaney B. Hill, deceased. Court of Common Pleas, Union County, Ohio.

This cause having come on to be heard upon the continuance of defendant for a new trial herein, and having been

argued same, the true herein deposited Dollars

argued by counsel and submitted to the Court, the Court overule the same, and a judgment having been granted the plaintiff herein at the trial of said cause for the sum of \$3059.75; and the plaintiff herein recovering that said judgment be finally allowed.

Thereupon it is ordered that the plaintiff recover from the defendant the sum of three thousand and fifty nine & 75/100 (\$3059.75) Dollars, with interest from the day of rendering the verdict herein.

Attest,

J. M. Gosnell

Clk.

By Jno A. Gosnell, Deputy.



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Case 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, & the Term of April, to-wit: on the 19<sup>th</sup> 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 21<sup>st</sup> day of November A. D. 1896, Walter Richardson, filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Sarah Richardson, to-wit:

Petition Walter Richardson  
7238  
Sarah Richardson  
Court of Common Pleas,  
Union County, Ohio.

Your petitioner says he has been a resident of the State of Ohio, for more than a year last past and is now a bona fide resident of Union County Ohio.

That on the 13<sup>th</sup> day of December A. D. 1887 he was married to the defendant whom he prays may be made a party hereto.

That said defendant has been guilty of gross neglect of duty and willful absence for more than three years, without any fault of this plaintiff, he the plaintiff being willing, able and always ready to furnish her a home and support.

He therefore prays that he be granted a complete divorce from the defendant upon the final hearing of this case and for all proper relief in the premises.

Walter Richardson  
By J. M. Kennedy, his Attorney.

To the Clerk:

Issue Summons and Copy of Petition directed to the Sheriff of Franklin County Ohio - Indorsed "Divorce prayed for."

J. M. Kennedy  
Attorney for Plaintiff.

Summons. On the 21<sup>st</sup> day of November A. D. 1896, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio vs. Sarah Richardson ss.  
To the Sheriff of Franklin County:

You are commanded to notify Sarah Richardson, that Walter Richardson 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 and willful absence, and asking that he be divorced from her, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this Summons on the 30<sup>th</sup> day of November, A. D. 1896.

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Entry.  
7238

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Seal

Witness my signature as Clerk of our said Court of Common  
Pleas, and the seal of said Court at Champaign,  
this 21<sup>st</sup> day of November A.D. 1896.

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

Afterward on the 30<sup>th</sup> day of November, A.D. 1896, the Sheriff of  
Franklin County, returned said Summons to the Clerk's Office in said County,  
which return is as follows

Sheriff's  
Return.

|                  |      |
|------------------|------|
| Sheriff's Fee \$ | 00   |
| Service          | 50   |
| Copy             | 20   |
| Mileage          | 80   |
| Docket           | 16   |
| Return           | 25   |
| Postage          | 04   |
| Total            | 1 95 |

Received 5 O'clock P. M. on the 21<sup>st</sup> day of Nov.  
A.D. 1896, and on the 24<sup>th</sup> day of Nov. A.D. 1896,  
I served same by personally handing within manual  
dependent, Sarah Richardson a true and duly ex-  
hibited copy thereof with all the indorsements thereon  
together with a certified copy of the petition for divorce.

Whelan J. Young, Sheriff  
By Elisha Thompson Deputy.

Afterward on the 19<sup>th</sup> day of April A.D. 1897, the following Entry  
was filed, with the Clerk of this Court, to-wit:

Entry.  
7238

Walter Richardson  
vs  
Sarah Richardson

Court of Common Pleas  
Franklin County, Ohio.

This day this cause came on to be heard upon the  
petition and exhibits of the plaintiff, the defendant being in default  
for answer, and the Court after hearing the evidence do find for  
the plaintiff.

- 1<sup>st</sup> That said parties were married as alleged in the petition.
- 2<sup>nd</sup> That said party had been duly notified of its pendency.
- 3<sup>rd</sup> That said defendant has been guilty of gross neglect and  
willful absence for more than three years next preceding this petition.

It is thereupon ordered, adjudged and decreed by the Court  
that the parties be granted a complete divorce and that each party  
be relieved from the obligations thereof, and that the plaintiff pay  
the costs of this action assessed at \$725.

Attest

J. N. Gosnell  
Clerk

By Geo. A. Gosnell Deputy.



Pleas continued and held at the Court House in Mansville, 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 April, 1897, 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 3rd day of December A. D. 1897, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against George Jones to-wit:

Petitioner

Sarah Jones

vs

George Jones

Court of Common Pleas,  
Union County, Ohio.

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 11th day of February, 1890, at Union County, Ohio, she was married to the defendant, the issue of which marriage was the following named child; Harry Jones born December 3rd, 1890.

The defendant for about two years last past has been guilty of gross neglect of duty toward plaintiff in that, by reason of his dissipation, he has willfully failed and neglected to provide this plaintiff and their said child with food and clothing and the common necessaries of life, so that she has been compelled to live by her own exertions and labor, and on the assistance and charity rendered by her relatives, although he was fully able to properly support her and their said child.

Whereupon the plaintiff prays judgment divorcing the said plaintiff and defendant and dissolving the said marriage, and that the plaintiff may be awarded the custody of said child.

John W. Brodwick  
Attorney for Plaintiff.

To the Clerk:

Issue summons and copy of this petition to the Sheriff of Union County, Ohio, for the defendant, Indorse, Adversus for divorce and alimony.

John W. Brodwick  
Attorney for Plaintiff.

Summons.

On the 3rd day of December A. D. 1897, the following Summons was issued to the Sheriff of Union County, Ohio, to-wit:

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

You are commanded to notify George Jones that Sarah Jones has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect and dissipation, and asking that she be divorced from him, and that reasonable alimony be allowed 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.

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Sheriff's Return.

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you will make due return of this summons on the 14<sup>th</sup> 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 3<sup>rd</sup> day of December, A.D. 1897  
J. N. Gosnell Clerk  
By Geo. A. Gosnell Deputy

Afterward on the 12<sup>th</sup> day of December A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Sheriff's Return.

| Sheriff's Fee | \$ | cts. |
|---------------|----|------|
| Service       | 50 |      |
| Copy          | 15 |      |
| Mileage       | 3  | 20   |
| Return        | 25 |      |
| Total         | 4  | 10   |

Received 10 O'clock A.M. on the 4<sup>th</sup> day of December A.D. 1896, and on the 11<sup>th</sup> day of December A.D. 1896, I served the same by leaving a true copy thereof of this writ and a copy of the petition at the usual place of residence of George Jones.  
William H. Snodgrass, Sheriff.

On the 19<sup>th</sup> day of April A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7249

Sarah Jones  
vs  
George Jones  
Court of Common Pleas  
Union County, Ohio

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of the petition therein, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are supposed by him to be true.

The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, 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 Sarah Jones and George Jones 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 child of the parties hereto be, until further order, confided to the said plaintiff exclusively, and the defendant is hereby enjoined from interfering in any manner with said child or with the plaintiff in her control of him, but with the privilege of visiting said child at all reasonable times.

It is further considered by the Court that said plaintiff pay the costs of this action taxed at \$8.90.

Attest, J. N. Gosnell Clerk.  
By Geo. A. Gosnell Deputy

Pro-drick for Plff.

Pleas continued and held at the Court House in  
 Maysville 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 April, to-wit: on the 19<sup>th</sup> 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 27<sup>th</sup> day  
 of March A. D. 1897, Stella Lawson filed in the Clerk's Office of the  
 Court of Common Pleas, the following Petition against Clarence  
 Lawson, to-wit:

Petition  
 7838  
 Stella Lawson  
 vs  
 Clarence Lawson  
 Court of Common Pleas  
 Union County, Ohio

The plaintiff says:

First Cause of Action. She has been a resident of the State  
 of Ohio for the year last past, and has a bona fide residence  
 in the said County of Union.

On or about the 13<sup>th</sup> day of June 1898, she was married  
 to the defendant.

For a first cause of action the plaintiff says the defendant  
 for more than two years last past has failed and willfully  
 neglected to provide plaintiff with the common necessaries of life  
 and that plaintiff has been compelled to live upon her own  
 exertions though the said defendant has been in receipt of wages  
 and well able to support the plaintiff during all of said time.

That she is a Milliner and dress maker and has  
 been compelled during all of said time to support herself by  
 said trade.

Second Cause of Action.

The plaintiff for a second cause of action avers all  
 the allegations of her first cause of action herein the same as  
 if they were written as in said first cause of action, and says  
 the defendant has been guilty of habitual drunkenness for more  
 than three years last past.

Third Cause of Action.

The plaintiff for a third cause of action alleges all the  
 allegations contained in her first and second cause of action the  
 same as if the same were written in this cause of action and  
 says:

That in the months of January and February the defendant  
 committed adultery in the City of Columbus, Ohio, on the corner  
 of Chestnut and Third Streets of said City with a certain woman  
 whose name the plaintiff has been unable to learn, and re-  
 mained at said place with said woman for the period of  
 about one week in an adulterous relation. and during said months  
 in the City of Columbus, Ohio, committed adultery with various  
 other women whose names are unknown to the plaintiff, and  
 plaintiff says she is unable to state the dates of said adultery  
 more definitely than as aforesaid, and alleges that during said  
 months in said City he frequented houses of ill fame and was

Summons.

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on the Streets and in Stores and Saloons of said city with common prostitutes.

Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name and that she may have reasonable alimony and such other relief as is proper.

Ayers & Ayers  
Attorneys for Plaintiff.

State of Ohio, Union County, ss.

Stella Lawson being first duly sworn, says the facts stated and allegations contained in her foregoing petition are as she believes true.

Stella Lawson.

Sworn to before me and signed in my presence by the said Stella Lawson, this 27<sup>th</sup> day of March, 1897.

J. N. Gosnell Clerk.

Clerk:

Issue Summons and copy of Petition in the above case to the Sheriff of Athens County, Ohio, returnable according to law (not less than 40 days) and serve 'Action for Divorce and Alimony'.

Ayers & Ayers  
Attorneys for Plaintiff.

On the 27<sup>th</sup> day of March A.D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

Summons.

The State of Ohio, Union County, ss.  
To the Sheriff of Athens County:

You are commanded to notify Clarence Lawson that Stella Lawson 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 drunkenness and adultery, and asking that she be divorced from him, and that she have reasonable alimony and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 5<sup>th</sup> 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

Waynesville, this 27<sup>th</sup> day of March, A.D. 1897.

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

On the 5<sup>th</sup> day of April A.D. 1897, this summons was returned to the Clerk of this Court by the Sheriff of Athens County, Ohio, endorsed as follows:

Sheriff's Return.

Received this writ 6<sup>th</sup> O'clock A.M. on the 29<sup>th</sup> day of March A.D. 1897.

This writ not served by order of Ayers & Ayers Attorneys for Plaintiff - Returned this 3<sup>rd</sup> day of April, A.D. 1897.

M. W. Wiley Sheriff  
By D. A. Edwards Deputy.

Receipts.

To Clerk:

Issue Summons and copy of petition to the Sheriff of Union County, Ohio, returnable according to law (not less than 40 days) Endorsed "See Action for Divorce and alimony."

Ryan & Cross  
Attorneys for Plaintiff

Summons.

On the 3<sup>rd</sup> day of April, A.D. 1897, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss.

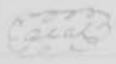
To the Sheriff of said County:

You are commanded to notify Clarence Lawson that Stella Lawson 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, desertion and desertion, 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 12<sup>th</sup> 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 Mansfield, this 3<sup>rd</sup> day of April, A.D. 1897.



J. T. Brown Clerk  
By J. W. D. Council Deputy.

Afterward on the 8<sup>th</sup> day of April, A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Sheriff's Return.

|                |         |
|----------------|---------|
| Sheriff's Fees |         |
| Copy           | \$ .15  |
| mileage        | .80     |
| Return         | .25     |
| Total          | \$ 1.20 |

Received one O'clock P. M. on the 4<sup>th</sup> day of April A.D. 1897, and on the 4<sup>th</sup> day of April A.D. 1897, after diligent search and inquiry, Clarence Lawson was not to be found within my bailiwick.

J. Ed. Robinson  
Sheriff.

Summons.

Afterward on the 5<sup>th</sup> day of April, A.D. 1897, the following Summons was issued to the Sheriff of Athens County, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of Athens County:

You are commanded to notify Clarence Lawson that Stella Lawson 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 Adultery, 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.

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You will make due return of this summons on the 19<sup>th</sup> 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 5<sup>th</sup> day of April A.D. 1897.

J. F. Kennel Clerk

Afterward on the 7<sup>th</sup> day of April A.D. 1897, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

| Sherriff's Return | Fees | \$  | Cts |
|-------------------|------|-----|-----|
| Service           |      | 60  |     |
| Copy              |      | 20  |     |
| Mileage           |      | 16  |     |
| Docket            |      | 10  |     |
| Return            |      | 30  |     |
| Total             |      | 141 |     |

Received 12<sup>th</sup> O'clock P.M. on the 5<sup>th</sup> day of April A.D. 1897, and on the 6<sup>th</sup> day of April A.D. 1897, I served the same by delivering personally to the within named defendant Clamma Lawson a true copy thereof together with a duly certified copy of the petition filed against him in this cause.

Returned this 7<sup>th</sup> day of April A.D. 1897.

M. W. Riley Sheriff  
By D. A. Edwards Deputy.

On the 19<sup>th</sup> day of May A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7338

Stella Lawson  
vs  
Clamma Lawson

Court of Common Pleas  
Union County, Ohio

and now comes the said plaintiff, by Ayers & Ayers her Attorneys, 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 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 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 Stella Lawson and Clamma Lawson be, and the same is, hereby dissolved and both parties are released from the obligations of the same; and the said plaintiff be restored to her maiden name of Stella Spilman.

It is further considered by the Court that the said plaintiff pay the costs of this prosecution.

Attest,  
J. F. Kennel  
Clerk

By Jno A. Kennel, Deputy.

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Please continued and held at the Court House in Mansville, within and for the County of Union, in the South 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 19<sup>th</sup> day of April in the year of our Lord One thousand Eight hundred and Ninety Seven.

Be it remembered that herebefore to-wit, on the 30<sup>th</sup> day of January A.D. 1897. The State Hopkins and Meredith Co. filed in the Clerk's Office of the said Court of Common Pleas, the following petition against N. Jordan et al. to-wit:

Petition Meredith Company  
7308  
N. Jordan & Clara Jordan

Court of Common Pleas  
Union County, Ohio.

The plaintiff say it is a copartnership duly authorized under the laws of Ohio, and doing business under the name and style of the State Hopkins and Meredith Company in Ohio.

The plaintiff says that this its action founded on a promissory note, of which the following is a copy, with all the credits and endorsements thereon.

"\$134<sup>50</sup> Mansville Ohio, December 10<sup>th</sup> 1890.

On or before October 10<sup>th</sup> 1891, we or either of us promise to pay to the order of State Hopkins and Meredith Company One hundred and thirty four and <sup>50</sup>/<sub>100</sub> Dollars, for value received with six per cent interest from date.

N. Jordan  
Clara Jordan.

There are no credits on said note,

There is due from the defendants N. Jordan and Clara Jordan to the plaintiff on said note the sum of One hundred and thirty four and <sup>50</sup>/<sub>100</sub> Dollars, which it claims, with six per cent interest from Dec. 10<sup>th</sup> 1890, and for which it prays judgment against the said defendants

Robinson & Woodburn  
Attorneys for Plaintiff.

The State of Ohio, Union County, ss:

R. L. Woodburn one of the Attorneys duly authorized says that this action is founded upon a written instrument, in the possession of affiant, and that the allegations and statements made in foregoing petition are true as he verily believes.

R. L. Woodburn.

Sworn to before me and subscribed in my presence this 30<sup>th</sup> day of January, 1897.

To Clerk:

J. N. Gosnell Clerk of Courts

Issue Summons according to law - Endorse Action for Summons upon written instrument - Amount - One hundred and thirty four and <sup>50</sup>/<sub>100</sub> with 6 per cent interest from December 10<sup>th</sup> 1890.

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against defendants to Sheriff of Union County, Ohio.

Robinson & Woodburn  
Attorneys for Plaintiffs.

On the 30<sup>th</sup> day of January A.D. 1897, the following summons was issued to the Sheriff of Union County, to-wit:

Summons

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

You are hereby commanded to notify N. Jordan and Clara Jordan that they have been sued by The Steel Hopkins & Meredith Co. in the Court of Common Pleas of Union County, and must answer by the 27<sup>th</sup> 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 8<sup>th</sup> day of February, A. D. 1897.

Witness my hand and the seal of said Court, this 30<sup>th</sup> day of January A. D. 1897.

J. N. Gosnell Clerk.

Afterward on the 3<sup>rd</sup> day of February A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office, in said County, which return is as follows:

Sheriff's Return.

The State of Ohio, Union County, ss.

|                |    |     |
|----------------|----|-----|
| Sheriff's Fees | 8  | cts |
| Sub. & Ret     | 65 |     |
| Outlay         | 1  | 92  |
| Copies         | 30 |     |
| Total          | 2  | 87  |

Received this writ January 30<sup>th</sup> A. D. 1897, at 4<sup>th</sup> O'clock P. M. and served same by delivering a true and certified copy of this writ with all the endorsements thereon to Clara Jordan personally, to N. Jordan by leaving a copy at his usual place of residence on the 3<sup>rd</sup> day of February, 1897.

J. Ed. Robinson Sheriff.

On the 21<sup>st</sup> day of April A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7308

The Steel Hopkins & Meredith Co. vs N. Jordan et al  
Court of Common Pleas Union County, Ohio.

Now come the plaintiff herein and the defendants N. Jordan being in default for answer and demurrer that the allegations of the petition are confessed by them to be true; On consideration whereof the Court find that the said defendants are indebted to plaintiffs in the sum of One Hundred and Eighty Six & 3/100 Dollars.

It is further considered by the Court that the said plaintiff recover from the defendants N. Jordan and Clara Jordan the said sum of One Hundred and Eighty Six & 3/100 Dollars and their costs herein expended taxed at \$8.25.

Attest

J. N. Gosnell

Clerk

By Jno A. Gosnell Deputy.

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10<sup>th</sup> 1890.

Please 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 19<sup>th</sup> 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 27<sup>th</sup> day of February A.D. 1897, James Grom filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Benjamin Biggs et al. to-wit:

Petition  
7321

James Grom vs Benjamin Biggs and the unknown heirs of Benjamin Biggs.  
Court of Common Pleas Union County, Ohio.

The plaintiff says that he is the owner in fee simple and in the actual possession of the following described premises, situate in the State of Ohio, County of Union and Township of Paris, and part of Virginia Military Survey No. 4075, bounded and described as follows:

Beginning at a Buckeye and Hickory and Lynn (Hickory and Lynn good) in the north line of Survey No. 475; Thence with said line N. 82° 30' E. 238<sup>7/10</sup> poles to a Hickory and Bush (Bush good) in said line; Thence S. 82° E. 129 poles to two Sugar Trees and a Hickory (good); Thence S. 82° 15' W. 239 poles to an Elm and Hickory (good) Thence N. 82° W. 127<sup>7/10</sup> poles to the beginning, containing 191<sup>67/100</sup> acres more or less according to a survey made by B. A. Fay, Surveyor June 8, 1871.

Being the same premises conveyed by Alexander Burns and Amanda Burns his wife to James Grom, February 4, 1880, excepting from the above described premises 2<sup>7/10</sup> acres conveyed by James Grom and Rachel A. Grom his wife to the Toledo & Ohio Central Railway Company April 8, 1893, leaving the amount of 188<sup>7/10</sup> acres more or less.

That the defendants claim some interest in said premises adverse and hostile to plaintiff in this to-wit;

That said lands and other more conveyed to said Benjamin Biggs by Patent of the United States; but plaintiff says that on the 3<sup>rd</sup> day of March 1823 said Benjamin Biggs executed and delivered his power of attorney to one George Metcalf for the location portion of said lands.

That plaintiff's title to said lands comes through those under whom he holds title by virtue of a deed executed by the said George Metcalf as attorney in fact for Benjamin Biggs, dated April 23, 1828.

That defendants have no claim or interest in the said premises whatever, and the claim that they make is unfounded and is a cloud upon plaintiff's title.

Plaintiff therefore prays that his title to said premises be quieted and that the defendants be forever barred from

Affidavit  
7321

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having or claiming any right to said premises and for such other relief as seems necessary and equitable.

J. H. Kinkade  
for plaintiff

The State of Ohio, Union County, ss.

James Gorn being sworn says that he is the plaintiff herein and that the facts stated and allegations in the foregoing petition are true.

James Gorn  
Sworn to and subscribed before me this 27th day of February, 1897.  
J. K. Gornell Clerk of Court

On the 27th day of February A.D. 1897, the following Affidavit was filed with the Clerk of this Court, to-wit:

State of Ohio, Union County, ss.

Affidavit  
7321

James Gorn  
vs  
Benjamin Biggs et al  
Circuit of Common Pleas  
Union County, Ohio

James Gorn the above named plaintiff, makes solemn oath that service of a summons can not be made in this case upon any of the said defendants, Benjamin Biggs or the unknown heirs of Benjamin Biggs, within this the State of Ohio, for the reason that the residence of said defendant Benjamin Biggs and the names and residences of the unknown heirs of Benjamin Biggs can not, by reasonable diligence be ascertained and is unknown to plaintiff and further efficient cannot.

James Gorn  
Sworn to and subscribed before me by said James Gorn this 27th day of February A.D. 1897.  
J. K. Gornell Clerk of Court.

On the 9th day of April A.D. 1897 the following Legal Notice was filed with the Clerk of this Court, to-wit:

Legal Notice  
7321

James Gorn  
vs  
Benjamin Biggs et al  
the unknown heirs  
of Benjamin Biggs, et al  
Circuit of Common Pleas,  
Union County, Ohio.

The above named defendants Benjamin Biggs and the unknown heirs of Benjamin Biggs deceased, will take notice that on the 27th day of February A.D. 1897, the plaintiff, James Gorn, in said Court, duly commenced a civil action against the defendants, being cause number 7321, praying the Court to quiet his title and possession to the following described premises to-wit:

located in the State of Ohio, County of Union and Township of Paris, and part of Virginia Military Survey No. 4075, bounded and described as follows:

Beginning at a Buckeye Hickory and Lyme (Hickory

and Lynn gone) in the north line of Survey No. 4075; thence with said line north 82° 30' East 238<sup>7</sup>/<sub>100</sub> poles to a Hickory and back (Cucke gone) in said line: thence south 85 East 129 poles to two sugar trees and a Hickory (gone): thence south 82° 15' west 239 poles to an elm and Hickory (gone): thence south 82 west 127<sup>7</sup>/<sub>100</sub> poles to the beginning, containing 1917<sup>1</sup>/<sub>100</sub> acres more or less, according to survey made by B. A. Fay, Surveyor, June 8, 1871: being said premises conveyed by Alexander Burns and Amanda Burns his wife to James Graw February 4, 1880, excepting from the above described premises, 2<sup>7</sup>/<sub>100</sub> acres conveyed by James Graw and Rachel A. Graw, his wife to the Toledo and Ohio Central Railway Company, April 8, 1893, leaving the amount of 188<sup>7</sup>/<sub>100</sub> acres more or less.

And also praying that the defendants be forever barred from having or claiming any right to said premises, and for such other relief as seems necessary and equitable.

Said defendants Benjamin Biggo and the unknown heirs of Benjamin Biggo, deceased, are required to answer the petition in said action on the 24<sup>th</sup> day of April, A.D. 1897, or judgment and decree will be taken against them and prayer of said petition be granted and title quieted as prayed for.

James Graw, Plaintiff

Waverhill, Ohio, March 4, 1897.

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 six consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with March 4<sup>th</sup> 1897.

A. D. Ware,

Sworn to and subscribed before me this 9<sup>th</sup> day of April, 1897.

Geo. A. Gormall Deputy Clerk of Court

Printer's Fee \$22<sup>7</sup>/<sub>100</sub>.

On the 26<sup>th</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7321

James Graw vs Benjamin Biggo, et al  
Court of Common Pleas Union County, Ohio.

Now comes the plaintiff by J. H. Kinkeade his Attorney, and the defendants Benjamin Biggo and the unknown heirs of Benjamin Biggo being in default for answer and demurrer, and this cause being submitted upon the pleadings, and evidence, adduced by the plaintiff, and on consideration thereof the Court find that the allegations of the petition are confessed by them to be true.

The Court further find that due notice has been had

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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 had the legal estate in and was 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 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 James Crow to all and singular the premises in the petition described, to-wit: the following described premises, situate in the State of Ohio, County of Union, Township of Paris; being part of Virginia Military Survey No. 4075, bounded and described as follows:

Beginning at a Buckeye and Hickory and Lym (Hickory and Lym gone) in the north line of Survey No. 4075; thence with said line N. 82° 30' E. 238<sup>7</sup>/<sub>100</sub> poles to a hickory and buck (buck gone) in said line; thence S. 8° E. 129 poles to two sugar trees and a hickory (gone); thence S. 82° 15' W. 239 poles to an Elm and hickory (gone); thence N. 8° W. 127<sup>7</sup>/<sub>100</sub> poles to the beginning, containing 191<sup>7</sup>/<sub>100</sub> acres more or less, according to a survey made by B. A. Fay, Surveyor, June 8, 1871, being the same premises conveyed by Alexander Burns and Amanda Burns his wife to James Crow February 4, 1850, excepting from the above described premises 2<sup>7</sup>/<sub>100</sub> acres conveyed by James Crow and Rachel A. Crow his wife to the Toledo and Ohio Central Railway Company, April 5, 1853, leaving the amount of 188<sup>7</sup>/<sub>100</sub> acres more or less, he and the same hereby are quieted as against the defendants, and each and every 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, adverse to the title and possession of said James Crow, his heirs or assigns, trustees.

It is further ordered that the plaintiff pay the costs of this action.

J. H. Kirkbride

Attest

J. M. Gosnell

Clk.

By J. M. Gosnell Deputy



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Pleas continued and held at the Court House in Mansfield, within and for the County of Union, in the South 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, 1896; on the 19<sup>th</sup> 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 6<sup>th</sup> day of July A.D. 1896, Joseph W. Kennedy, as Administrator of the estate of John H. Rice, Deceased, filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against the Nypans Railroad Company, and the Erie Railroad Company, to-wit:

The State of Ohio, Union County ss.

Petition  
7139  
Joseph W. Kennedy, as Administrator  
of the Estate of John H. Rice, Deceased,

Court of Common Pleas  
Union County, Ohio.

The Nypans Railroad Company,  
and the Erie Railroad Company.

The plaintiff says that he is the duly appointed, qualified and acting Administrator of the estate of John H. Rice, deceased.

The defendant, the Nypans Railroad Company, is a corporation duly incorporated under the laws of Ohio, and Pennsylvania, and it is the owner of a railroad extending from Dayton Ohio, to Salamanca New York and passing into and through the Counties of Union and Marion in the State of Ohio; it having become the owner of said railroad in the month of February, 1896.

The defendant, the Erie Railroad Company is a corporation duly incorporated under the laws of the State of New York, and on the 17<sup>th</sup> day of March 1896, it became the lessee of the Nypans Railroad with all its cars and locomotives, and from that date on until the present the said Erie Railroad Company has been in the possession and control of said Railroad and of the cars and locomotives running thereon, and it has been running and operating the said Railroad for the purpose of carrying passengers and freight.

The plaintiff says that the said railroad extends through the most populous part of the City of Marion, in the County of Marion, and that the passenger and freight depots of said road is located within the said City of Marion in the populous part thereof.

The passenger depot is on the south side of said railroad, and immediately across the tracks is the freight depot of the same.

Along the west side of said depot extending north and south is a narrow street or alley through and upon which the delivery and receipt of freight is effected.

Said railroad passes between the passenger and freight depot, extending east and west, and along the sides of the right of way said railroad company has provided a walk

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for foot passengers, or persons going to and from the depots. There is a double track between the passenger and freight depots and steps leading down from each depot to the track so that persons can pass from one depot to the other by going down the steps and crossing the railroad track, also there is a way provided along the said narrow street, for persons on foot to pass and repass.

Large numbers of persons are constantly passing to and from said depots and along said narrow street all of which was well known to the officers and employees of said Erie Railroad Company before and at the time of the committing of the grievance hereinafter to be named.

The said John G. Rice on the 21<sup>st</sup> day of April last was a man about 60 years of age and during said day was at the said depots of the said defendant in the said city of Maumee, in the transaction of some business connected with the said railroad company, being first at the passenger depot and then attempting to pass over to the freight depot, it was shortly after noon of said day and there was a number of persons around and about said depots.

The defendant the Erie Railroad Company by its agents and servants had caused a train of freight cars to pass along said road going west and the engine was on the track west of the said depot, blowing off steam and making considerable noise, the track was clear for some distance when the said Rice attempted to cross the same, where suddenly by the agents and servants of the defendant the Erie Railroad Company loosened and shunted a car back on said track with great force and violence toward the said John G. Rice and with wanton recklessness did not have any one on said car to control the same or to give any warning, but wantonly and recklessly shunted and kicked said car against and over the said John G. Rice by reason of which he has bruised and mangled and from the effects of which he then in a short time died.

The plaintiff avers that the said John G. Rice was without fault or negligence on his part, but his death was caused solely by reason of the negligence of the said Erie Railroad Company, as hereinbefore set forth.

The said John G. Rice left no widow, but left the following children who are his next of kin, only heirs and legal representatives to-wit: Jonathan P. Rice, William O. Rice, Sarah Carter and Dora Carter, all of whom are over 21 years of age.

That by reason of the wanton recklessness and gross negligence of said defendant the Erie Railroad Company and its killing the said John G. Rice in the manner aforesaid, the heirs at law and estate of said John G. Rice has been damaged in the sum of Ten thousand Dollars.

Therefore the plaintiff as such Administrator asks

judgment against the said defendants, in the said sum of Ten Thousand Dollars, and for all proper relief.

Cameron & Cameron  
Ed J. M. Kennedy  
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

J. M. Kennedy plaintiff being first duly sworn says, he believes the facts stated and allegations made in his foregoing petition to be true.

Sworn to before me and signed in my presence this 4<sup>th</sup> day of July, 1896.

Joseph M. Kennedy  
J. Chas. Kennedy  
Notary Public

To the Clerk:

Issue Summons to the Sheriff of Union County, Ohio, returnable according to law, for the Erie Railroad Company and Nypaw Railroad Company, Damage claimed \$10,000.

Cameron & Cameron  
Ed Joseph M. Kennedy  
Attorneys for Plaintiff

On the 6<sup>th</sup> day of July A.D. 1896, the following summons was issued to the Sheriff of Union County, Ohio:

The State of Ohio, Union County, ss.  
To the Sheriff of Union County:

You are hereby commanded to notify the Erie Railroad Company and the Nypaw Railroad Company that they have been sued by J. M. Kennedy, Administrator of the estate of John G. Rice deceased, in the Court of Common Pleas of Union County, and must answer by the 8<sup>th</sup> day of August A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment entered accordingly.

You will make due return of this summons on the 20<sup>th</sup> day of July, A.D. 1896.

Witness my hand and the seal of said Court, this 6<sup>th</sup> day of July, A.D. 1896.

J. W. Cornell Clerk

Afterward on the 9<sup>th</sup> day of July A.D. 1896, the Sheriff of said County returned said summons to the Clerk's office in said Union County, Ohio, endorsed as follows, to-wit:

The State of Ohio, Union County, ss.

Sheriff's Return

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|------------------|----|------|
| Sheriff's Fee    | \$ | 40   |
| Service & Return |    | 50   |
| Mileage          | 2  | 50   |
| Copy             |    | 15   |
| Total            |    | 2 45 |

Received this 11<sup>th</sup> July 7<sup>th</sup> A.D. 1896, at 8 o'clock A.M. and served same by delivering a certified copy of this writ with the undersigned's return to N. C. Ford, Ticket Agent of the within named defendant's Railroad Company who has charge of its Ticket office situated in said County, the President of said Company having no residence or place of business in

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said county, the principal business office of said company not being kept in said county personally on the 9<sup>th</sup> day of July, 1896.  
J. W. Swiggens Sheriff.

On the 7<sup>th</sup> day of August A.D. 1896, the following Motion was filed with the Clerk of this Court, to-wit:  
Motion 7139 J. C. Kennedy as Administrator of the estate of John G. Rice, deceased, vs The Nypans Railroad Company and The Erie Railroad Company. Court of Common Pleas Union County, Ohio.

The defendant in the above entitled action now comes and for Motion herein, asks the Court for an order requiring the said plaintiff to make his petition more definite and certain by stating in what County and by what Court he claims to have been appointed Administrator of the estate of John G. Rice deceased.

Ayers Ayers Attorneys for Defendant.

On the 8<sup>th</sup> day of September A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:  
Entry 7139 Joseph C. Kennedy, Admin. of John G. Rice deceased vs The Nypans Railroad Company et al. Court of Common Pleas Union County Ohio.

This day came this cause on to be heard upon the Motion of defendants to require the plaintiff to make his petition more definite and certain as in said motion stated.

On consideration whereof the Court being fully advised in the premises overrules said motion to which ruling the defendants excepts.

Ayers Ayers Attorneys for Defendants.

On the 12<sup>th</sup> day of September A.D. 1896, the following Demurrer was filed with the Clerk of this Court, to-wit:  
Demurrer 7139 J. C. Kennedy, Administrator vs The Erie Railroad Company et al. Court of Common Pleas Union County, Ohio.

Defendant demurs to the petition of the plaintiff on the ground that, the petition does not state facts sufficient to constitute a cause of action.

Ayers Ayers Atty's, for Def't.

On the 15<sup>th</sup> day of February A.D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:  
Answer 7139 Joseph C. Kennedy, Admin. vs The Nypans Railroad Co. et al. Court of Common Pleas Union County, Ohio.

The defendant, by leave of the Court first had and obtained an answer and for answer to the petition of the plaintiff herein says:

The defendant admits that the said plaintiff is the Administrator of John G. Rice deceased, and that the Nypawan Railroad Company is a Corporation incorporated and passing through said County as alleged in the plaintiffs petition.

The defendant admits that the Erie Railroad Company is duly incorporated and on the lines of the Nypawan Railroad as alleged in the plaintiffs petition.

The defendant admits that the said Railroad passes through a part of the City of Marion Ohio.

The defendant deny each and every other allegation contained in said petition, and aver that the death of the said John G. Rice was caused by his own recklessness, carelessness and negligence.

Therefore the defendant asks that they may go hence with their costs.

Ayres & Ayers  
Attorneys for Defendants.

State of Ohio, Marion County, ss.

D. H. Ayers, being first duly sworn, says he is one of the attorneys duly authorized by the Nypawan and Erie Railroad Companies, and the facts stated in the above pleadings are true as he verily believes.

D. H. Ayers.

Subscribed to before me and signed in my presence this 15<sup>th</sup> day of February, 1897.

J. T. Gosnell Clerk  
By Geo. A. Gosnell Deputy

On the 17<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court to-wit:

Entry 7/39  
Joseph W. Kennedy, Adm'r &c. | Court of Common Pleas  
vs | Marion County, Ohio.  
The Nypawan Railroad Company et al

This cause is continued on motion and showing of the defendant and at their costs of this term.

It is therefore adjudged by the Court that the defendant pay the cost of this term of Court taxed at \$

Ayres & Ayers

On the 30<sup>th</sup> day of March A.D. 1897, the following Reply was filed with the Clerk of this Court to-wit:

Reply 7/39  
Joseph W. Kennedy, Administrator of | Court of Common Pleas,  
the Estate of John G. Rice, deceased. | Marion County, Ohio.  
vs  
The Nypawan Railroad Company et al

For his reply to the answer of the defendant, the plaintiff says, he denies that the said John G. Rice

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came to his death by reason of his own negligence, carelessness, or recklessness.

And the plaintiff denies all the allegations of said answer not in the petition expressly admitted.

Wherefore the plaintiff prays as he has already prayed in his petition.

Cameron & Cameron  
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Joseph M. Kennedy, plaintiff being first duly sworn, says the facts stated in his foregoing reply are as he believes true.

J. M. Kennedy.

Sworn to before me and signed in my presence this 30<sup>th</sup> day of March, 1897.



J. N. Gosnell Clerk of Court.

On the 30<sup>th</sup> day of April A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7139  
Joseph M. Kennedy, as Administrator of the estate of John H. Rice, deceased,  
vs  
The Erie Railroad Company et al.

Court of Common Pleas  
Union County, Ohio.

This day came the parties by their attorneys and this cause came on to be heard, and neither party requiring a jury the same was waived by the parties and this cause submitted to the Court upon the pleadings and the evidence;

On consideration whereof, the Court being fully advised in the premises finds the issue found in favor of the plaintiff and assesses the amount which the plaintiff ought to recover by reason of the premises at Three Hundred Dollars:

It is therefore considered and adjudged by the Court that the said Joseph M. Kennedy as such administrator recover of the said defendant the Erie Railroad Company the said sum of Three Hundred Dollars the damage was aforesaid assessed, together with his costs herein expended taxed at \$14.53.

Ayers & Ayers  
Attorneys for Defendant.

Attest  
J. N. Gosnell  
Clerk

By J. A. Gosnell Deputy



of the  
John H. Rice

Pleas continued and held at the Court House in Granville, 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 April, to-wit: on the 19<sup>th</sup> 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 5<sup>th</sup> day of January A. D. 1897, Mary A. Sordgrass filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Aaron Boylan Assignee &c. to-wit:

Petition  
7250

Mary A. Sordgrass  
vs  
Aaron Boylan, as Assignee  
of W<sup>m</sup> M. Sordgrass

Court of Common Pleas  
Union County, Ohio.

The plaintiff says, that she is the wife of William M. Sordgrass, a resident of this County, and that she was married to him about the 18<sup>th</sup> day of September, 1897.

That when she married said Sordgrass he was the owner of a stock of goods, wares and merchandise, which he was selling at retail in a store room in Wilford Center, in said County; and he continued in said business (adding goods thereto at times), retailing said goods and merchandise up to the 11<sup>th</sup> day of January 1896, at which time he began to fail financially in said business, and had become largely in debt, and in contemplation of insolvency at that time made an assignment of said goods, wares and merchandise, together with some other property to the defendant, Aaron Boylan, for the benefit of the creditors of said Sordgrass.

That while said Sordgrass was in said business, and before he began to fail in the same, to-wit: about the 18<sup>th</sup> day of December 1890, the plaintiff received in her own right from the estate of William Tabreal deceased, the sum of eight hundred dollars.

That on the 12<sup>th</sup> day of April 1881, the plaintiff loaned to her said husband \$500<sup>00</sup> of said \$800<sup>00</sup> for the express purpose of going into said store, and stocks of goods, wares and merchandise, and for the purpose of aiding her said husband in purchasing up said stock, and in running said store, and in retailing said stock of goods.

That at about the 8<sup>th</sup> day of October 1881, the plaintiff loaned to her said husband the balance of her said \$800<sup>00</sup>, to-wit: \$300<sup>00</sup> for the same purpose of aiding her husband in running said store, and retailing and keeping up said stock of goods, wares and merchandise, and of aiding her said business, and of making the same a success, so far as her said money would or could do it. And all of said \$800<sup>00</sup> so loaned by plaintiff to said Sordgrass was so used by him in running his said store and in retailing and keeping up said stock of goods, wares and merchandise.

That by reason of said loan for the purpose aforesaid,

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The plaintiff avers that she became a creditor of her said husband to the extent of the said \$800<sup>00</sup> so loaned, and is entitled to said money with interest on the same from the date of said loans respectively.

And plaintiff avers, that she thereby became, and is a creditor preferred to all other creditors of said Indgrass, and is entitled, in equity and right to have her said money, and interest first paid out of the proceeds of the sale of said stock & goods, wares and merchandise in preference to all other creditors.

Plaintiff says that she had no notice or knowledge, that her said husband intended to assign said goods for the benefit of his creditors, until after the same was done, and completed; and she says that when she learned of said assignment she at once, to-wit: on the 21<sup>st</sup> day of January 1896, made out her account and claim, duly verified, and on the same day presented the same to said Aaron Boylan, as such assignee, and requested him to allow the same as a valid claim in favor of plaintiff against said Aaron Boylan as such assignee.

Said assignee took said claim, and took the same under advisement, and after holding the same until the 13<sup>th</sup> day of November 1896, on that day rejected the same, and refused to allow said claim, either as a general claim, or as a preferred claim against said assignee. But the said assignee a few days afterwards - and within thirty days - in which the action to enforce allowance is required to be brought - accepted said claim as a general claim against said estate by simply writing the words "accepted" upon the same signing his name thereto, but refused on the request of the plaintiff, for that purpose, to allow said claim as a preferred claim, against said estate.

But said assignee a few days after he had so accepted and allowed the claim, to-wit: on the 14<sup>th</sup> day of December 1896, cancelled said acceptance of said claim, and again rejected the same.

The plaintiff thereupon, on the 18<sup>th</sup> day of December 1896, amended her said claim by adding some omitted credits to her said account and claim, a copy of said credits is hereto attached, marked "A" and made a part hereof, and again presented the same to said assignee duly verified for allowance.

But said assignee, on the 22<sup>nd</sup> day of December 1896, rejected plaintiff's claim as so amended, and again refused to allow plaintiff's claim, or any part thereof, either as a general claim, or as a preferred claim, against said assignee.

Plaintiff says that no dividends have been paid to creditors by said assignee, and all the assets so assigned are still in his hands and unadministered, and said trust is wholly unexecuted. A true copy of said assignment is herewith filed to which reference may be made.

The plaintiff therefore asks that the defendant as

such assignee be ordered and adjudged to allow and accept the said claim of plaintiff as a just and lawful claim in favor of plaintiff in the settlement of said trust; and that the Court further order the defendant, as such assignee, to allow said claim as a preferred claim in said settlement, and that the defendant be adjudged to pay the costs of this action; and the plaintiff asks such other and further relief as in equity and justice she is entitled to.

Porter & Porter

Attorneys for Plaintiff

The plaintiff, Mary A. Snodgrass, being duly sworn, makes oath, that the facts stated in the foregoing petition are true as she believes.

Mrs Mary A. Snodgrass.

Sworn to by the said Mary A. Snodgrass before me, and signed by her in my presence this 2<sup>nd</sup> day of January, 1897.

W. E. Bennett

Justice of the Peace, Union County, Ohio.

To the Clerk:

Issue a summons against the defendant in the above entitled case, returnable according to law. Endorse action to compel allowance of claim against defendant as assignee, and for the recovery of costs in the action.

Porter & Porter

Attorneys for Plaintiff

"A."

The following are the credits and payments made by said assignee to the plaintiff, together with their dates, to-wit:

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| August 25 <sup>th</sup> 1885, | Paid on said claim | \$ 20.00 |
| September 4 " " " " "         | " " " " "          | \$ 10.00 |
| " 25 " " " " "                | " " " " "          | \$ 10.00 |
| " 23 " 1890                   | " " " " "          | \$ 25.00 |
| October 24 " " " " "          | " " " " "          | \$ 5.00  |
| " 16 " " " " "                | " " " " "          | \$ 5.00  |
|                               | Total              | \$ 75.00 |

On the 5<sup>th</sup> day of January A.D. 1897, the following summons was issued by the clerk of this Court, to-wit:

The State of Ohio, Union County.

To the Sheriff of said County:

You are hereby commanded to notify Aaron Boylan, as assignee of William W. Snodgrass that he has been sued by Mary A. Snodgrass in the Court of Common Pleas of Union County, and must answer by the 6<sup>th</sup> 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 18<sup>th</sup> day of January, A.D. 1897.

Sheriff's Return.

Sheriff in the Sheriff's Return

Demurrer 7280

was State of Ohio Mary A. Snodgrass assignee of the

Entry 7280

that to a this

Summons.

Answer 7280

filed Aaron Boylan her his with can Answer Mary A. Snodgrass

Witness my hand and the seal of said Court, this 5<sup>th</sup> day of January A.D. 1897.  
J. T. Gosnell Clerk  
By J. W. Gosnell Deputy.

Afterward on the 13<sup>th</sup> day of January A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

|                                  |       |
|----------------------------------|-------|
| The State of Ohio, Union County. |       |
| Sheriff's Fee                    | \$ 60 |
| Service & Return                 | 50    |
| Mileage                          | 96    |
| Copy                             | 15    |
| Total                            | 161   |

Received this writ January 6<sup>th</sup> A.D. 1897, at 8<sup>32</sup> O'clock A. M. and served same by handing a true copy of this writ with the indorsements thereon to Aaron Boylan personally, on the 13<sup>th</sup> day of January, 1897.

J. Ed Robinson, Sheriff.

On the 6<sup>th</sup> day of February A.D. 1897, the following Demurrer was filed with the Clerk of this Court to-wit:

The State of Ohio, Union County, ss:

Demurrer  
7280

Mary A. Snodgrass  
vs  
Aaron Boylan as assignee  
of Mrs M. Snodgrass

Court of Common Pleas  
Union County, Ohio.

Now comes the defendant Aaron Boylan as assignee of Mrs M. Snodgrass and demurs to the petition of the plaintiff herein on the grounds;

1<sup>st</sup>, that it is apparent on the face of the petition that the cause of action is barred by the statute of limitation.

2<sup>nd</sup>, that the petition does not state facts sufficient to constitute a cause of action in favor of the plaintiff against this defendant.

J. H. Kirkade Attorney for Aaron Boylan, Assignee of Mrs M. Snodgrass.

On the 5<sup>th</sup> day of March A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7280

Mary A. Snodgrass  
vs  
Aaron Boylan, Assignee &c.

Court of Common Pleas  
Union County, Ohio.

This day the plaintiff took leave to amend her petition instantly, and therefore the defendant withdraws his demurrer by leave of the Court, and obtains leave to plead within twenty five days from the rising of this Court, and cause continued

J. H. Kirkade

On the 20<sup>th</sup> day of April A.D. 1897, the following Answer was filed to-wit:

Answer  
7280

Mary A. Snodgrass  
vs  
Aaron Boylan, Assignee &c.

Court of Common Pleas  
Union County, Ohio.

For answer to the petition, the defendant Aaron

Boylan, assignee of William Swadgrass says:  
 That the said alleged cause of action, in the petition mentioned, occurred to the plaintiff more than six years before the commencement of this action, and he insists it is barred by the statute of limitation in such cases made and provided and as to all other matters in plaintiff's petition plaintiff denies the same.

Whereupon this defendant asks judgment that he go hence without day and recover of the plaintiff his costs herein, and for such other and further relief as he may in equity be entitled.

J. H. Hinkade, Attorney for Defendant.

State of Ohio, Union County, ss.

Arson Boylan being duly sworn says that he is the defendant herein, and the facts stated and allegations in his foregoing answer are true.

Arson Boylan.

Sworn to and subscribed before me this 19<sup>th</sup> day of April, 1897.

*[Seal]*

E. W. Porter, Notary Public.

Union County Ohio.

On the 20<sup>th</sup> day of April A.D. 1897, the following Reply was filed with the Clerk of this Court, to-wit:

Reply  
7280

Mary A. Swadgrass  
 vs  
 Arson Boylan assignee &c.  
 Court of Common Pleas  
 Union County, Ohio.

The plaintiff replies to the answer filed herein by the defendant, and denies each and every allegation of fact, and statement made and contained in said answer.

Porter & Porter

Attorneys for Plaintiff.

The defendant Mary A. Swadgrass being sworn under oath, that the facts stated are true as she believes.

Sworn to by Mary A. Swadgrass before me and signed in my presence this 20<sup>th</sup> day of April, 1897.

*[Seal]*

J. N. Gosnell Clerk.

On the 27<sup>th</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7280

Mary A. Swadgrass  
 vs  
 Arson Boylan as Assignee  
 of Wm. A. Swadgrass  
 Court of Common Pleas  
 Union County, Ohio.

This day this cause came on for hearing upon the issue joined between the parties, and the evidence.

And the Court being fully advised in the premises



do find that the claim of plaintiff ought to be accepted and allowed as a valid claim in favor of plaintiff and against said assignee in the settlement of said trust.

It is therefore ordered and adjudged, that the said Aaron Boylan as assignee of Mrs M. Inodgrass accept and allow said claim as a valid claim in the settlement of said trust, in the sum and amount as claimed by plaintiff after deducting the credits as set forth by plaintiff in her petition.

And it is ordered that the costs herein made be paid by said assignee, out of the assets which are now or may come into his hands as assignee aforesaid.

J. H. Kirkcaldie  
for Defendant.

Attest  
J. M. Hosmer  
Clerk  
By Jno A. Hosmer Deputy.



Clear continued and held at the Court House in Mayeville, 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 April, to-wit: on the 19<sup>th</sup> day of April in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that on the 13<sup>th</sup> day of May A.D. 1897, J. H. Carr filed in the Clerk's office of the said Court of Common Pleas, the following Petition against J. L. Felkner, to-wit:

Petition  
7368

J. H. Carr  
vs  
J. L. Felkner  
Court of Common Pleas  
Union County, Ohio

I. The plaintiff says, for his first cause of action that this action is founded upon a promissory note of which the following is a copy, with all the credits and indorsements thereon:

\$ 214.85  
Mayeville, Ohio, Jan. 31<sup>st</sup> 1895.

One year after date, as principal debtors, we jointly and severally promise to pay to the order of J. H. Carr, Two Hundred and Fourteen and 85/100 Dollars for value received, payable at the office of Porter & Porter.

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 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.

Witness our hands and seals.

J. L. Felkner

There is due to plaintiff from the defendant on said note the sum of Two Hundred and Fifty and 25/100 Dollars which he claims with interest from the 13<sup>th</sup> day of May A.D. 1897, at 8 per cent per annum payable annually and for which, with costs of suit, he asks judgment against the Defendants.

II. The plaintiff says for his second cause of action. This action is founded upon a promissory note of which the following is a copy, with all the credits and indorsements thereon:

\$ 214.85  
Mayeville Ohio, January 31<sup>st</sup> 1895.

Two years after date, as principal debtors, we jointly and severally promise to pay to the order of J. H. Carr, Two Hundred and Fourteen and 85/100 Dollars for value received, payable at the office of Porter & Porter.

Answer  
7368

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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 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.

Witness our hands and seals.

J. L. Felkner.

There is due to plaintiff from the defendant on said note the sum of Two Hundred and Fifty Five and 00/100 Dollars which he claims with interest from the 13<sup>th</sup> day of May A.D. 1897, at 8 per cent per annum, and for which with costs of suit, he asks judgment against the defendant.

Porter Porter  
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

E. H. Porter being sworn, says that he is one of the attorneys for the plaintiff duly authorized in the premises, that the above claim is founded upon a written instrument for the payment of money, and is now in the possession of affiant, and that the facts stated and allegations in said petition are, as affiant believes true.

E. H. Porter.

Sworn to before me, and signed in my presence, this 13<sup>th</sup> day of May A.D. 1897.

*(Seal)*

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

Answer  
7368

J. L. Felkner  
vs  
J. L. Felkner  
Court of Common Pleas  
Union County, Ohio.

The defendant J. L. Felkner, by James B. Cole his Attorney, and an Attorney at Law of record in this Court, duly authorized thereof 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 enters his appearance herein; and said defendant by James B. Cole 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 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

his petition set forth, and that the amount due upon said indebtedness at this day is the sum of Five Hundred and Five and 69/100 Dollars, bearing interest at 8 per cent per annum, and therefore for that sum, with interest from May 13<sup>th</sup> 1897, at 8 per cent per annum and accruing costs he compass 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

James B. Cole  
Attorney for Defendant.

Afterward on the 14<sup>th</sup> day of May, A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry  
7365

J. N. Carr  
vs  
J. L. Felkner  
Court of Common Pleas,  
Union County, Ind.

This day came the plaintiff by Porter & Porter his Attorneys and filed his petition against said defendant, and thereupon James B. Cole 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, and filed with the Clerk thereof, 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 he has in his 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 Five Hundred and Five and 69/100 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 J. N. Carr plaintiff does recover of the said J. L. Felkner defendant the sum of Five Hundred and Five and 69/100 Dollars, so confessed, as aforesaid, with interest from May 13<sup>th</sup> 1897, at 8 per cent per annum, and also costs in his behalf expended taxed to \$4<sup>92</sup>, and by virtue of said warrant of Attorney all errors in this action, judgment and proceedings, and all proceedings, petitions and writs of error therein, are by said defendant waived and released.

Attest,  
J. M. Gosnell, Clerk.  
By J. A. Gosnell, Deputy.

Petition  
7303

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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 19<sup>th</sup> 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  
26<sup>th</sup> day of January A.D. 1897, Mary E. Cameron filed in  
the Clerk's office of the said Court of Common Pleas, the  
following petition against James Cameron, to-wit:

Petition  
7303

Mary E. Cameron  
vs  
James Cameron  
Court of Common Pleas  
Union County, Ohio.

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 on or about the 22<sup>nd</sup> day of April A.D. 1893, at  
Plain City, in the County of Madison, and State of Ohio, she was  
married to the defendant; and she has ever since conducted her-  
self toward the said James Cameron, as a faithful and obedient  
wife.

That there was born to the plaintiff and defendant, as  
the result of said marriage one child child, Lemuel Cameron, who  
is now four years of age.

That the defendant, disregarding his duties as a hus-  
band, has been willfully absent from the plaintiff for more than  
three years last-past, without any cause or justification therefor,  
or for as the plaintiff is concerned.

The plaintiff therefore prays that she may be divorced  
from the defendant and that she may be decreed the custody  
of said child, and that she may have such other and further  
relief as in equity she is entitled to.

Porter & Porter  
Attorneys for Plaintiff

Mary E. Cameron, the plaintiff, being sworn, makes  
oath, that the facts stated in the foregoing petition are true as  
she believes.

Mary E. Cameron

Sworn to by Mary E. Cameron the plaintiff before  
me, and signed by her in my presence this 12<sup>th</sup> day of  
January A.D. 1897.



L. Ripper, Notary Public  
Union County, Ohio.

The State of Ohio,  
Union County, } ss:

C. W. Porter being duly sworn makes oath that  
he is one of the attorneys for the plaintiff in the above  
entitled case duly authorized.

That the residence of James Cameron is unknown  
to plaintiff, and can not with reasonable diligence be

ascertained by her, and that without a service of Summons or a copy of the petition can be served upon the defendant within the State of Ohio, and this affidavit is made to obtain publication against the defendant.

E. H. Porter.

Sworn to by E. H. Porter before me and signed by him in my presence this 26<sup>th</sup> day of January, A.D. 1897.

Seal

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

Divorce  
Notice.

On the 8<sup>th</sup> day of March A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Janus Cameron, whose residence is unknown, will take notice that his wife Mary E. Cameron did, on the 26<sup>th</sup> day of January, 1897, file her petition in the Court of Common Pleas of Union County and State of Ohio, against the said Janus Cameron praying for a divorce from the said Janus Cameron and the custody of their child Lemuel Cameron, alleging as cause therefor, willful absence for more than three years.

That said cause will stand for hearing on and after the expiration of six weeks from the date of the first publication herein.

Porter & Porter  
Attorneys for Plaintiff.

January 27<sup>th</sup> 1897.

Affidavit  
of Printer

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 Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with January 27<sup>th</sup> 1897.

G. C. Shearer

Sworn to and subscribed before me, this 8<sup>th</sup> day of March, 1897.

Seal

J. N. Gosnell Clerk

Printers Fee. \$3.00.

Entry  
7303

On the 12<sup>th</sup> day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Mary E. Cameron }  
vs } Court of Common Pleas  
James Cameron } Union County, Ohio.

And now comes the said plaintiff, by Porter & Porter 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 willful absence for three years, 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 Mary C. Cameron and James Cameron 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: Lemuel Cameron, of the said parties hereto be, until the further order, confided to the said Mary C. Cameron, and the said James Cameron is hereby enjoined from interfering in any manner with said child, or with said Mary C. Cameron in the custody, care, education and nurture of him until the further order of this Court.

It is further considered by the Court that the said Mary C. Cameron recover from said James Cameron costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Attest

J. N. Gosnell Clerk  
 my J. A. Gosnell, Deputy.



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Please continued and held at the Court House in Mansfield, 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 19<sup>th</sup> 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 17<sup>th</sup> day of April A.D. 1897, Sarah Green filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Uriah Cook, Guardian of Theodore Reynor and Sarah E. Reynor, to-wit:

|             |    |   |
|-------------|----|---|
| Sarah Green | vs | Uriah Cook, Guardian of Theodore Reynor, and Sarah E. Reynor. |
|             |    | Court of Common Pleas<br>Union County, Ohio.                  |

First: The plaintiff says that on the 2<sup>nd</sup> day of April, 1897, the defendant Uriah Cook, was duly appointed by the Probate Court of Union County, Ohio, Guardian of Theodore Reynor, and that the said Uriah Cook is now the duly qualified Guardian of the said Theodore Reynor.

2. The defendant Uriah Cook, as Guardian of Theodore Reynor and Sarah E. Reynor, are indebted to the plaintiff on the promissory note of which the following is a copy with all the credits and endorsements thereon.

"\$169<sup>62</sup>"

West Mansfield Ohio, Dec. 17<sup>th</sup> 1896.

One day after date for value received, we or either of us promise to pay to Sarah Green or order, at the office of Union Banking Company, West Mansfield, Ohio, One Hundred Sixty Nine and Sixty Two Hundredths Dollars, with interest at 8 per cent payable annually.

And we hereby authorize any attorney 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 the State of Ohio, waive the issuing and service of process against us or either of us, and confess judgment in favor of the holder or holders of said note against us or either of us for the amount that may be due thereon, with costs of suit, and to waive and release all bills in said proceeding, in petition in error, and the right of appeal from the judgment rendered.

Witness our hand and seal this 17<sup>th</sup> Dec. A.D. 1896.

(signed) Theodore Reynor  
Sarah E. Reynor

There are no credits or endorsements on said note.

There is now due the plaintiff from the defendant on said note the sum of (\$169<sup>62</sup>) One Hundred and Sixty Nine and Sixty two one hundredths dollars with interest at 8 per cent per annum from the 17<sup>th</sup> day of Dec. 1896.

Receipt.

Shirley's Return

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The plaintiff asks for judgment against the defendants Uriah Cook as Guardian of Theodore Reynor and Sarah C. Reynor, for said sum of \$169.02 with interest at 8 per cent from the 17<sup>th</sup> day of Dec. 1896, and for costs.

M. J. Bell  
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

M. J. Bell being duly sworn, says that he is the attorney for the above named plaintiff Sarah Green, and that the foregoing pleading is founded upon a written instrument for the payment of money only, and that said instrument is in the possession of affiant, and that he believes that the facts stated in said petition are true.

M. J. Bell.

Sworn to by the said M. J. Bell, and signed by him in my presence, this 17<sup>th</sup> day of April, 1897.

J. N. Gosnell, Deputy Clerk

Receipt. To the Clerk of this Common Pleas Court:

Issue summons to the Sheriff of Union County, Ohio, for the above named defendant, returnable according to law, and endorse thereon, the amount claimed \$169.02, with interest at 8 per cent from Dec. 17<sup>th</sup> 1896.

M. J. Bell  
Attorney for Plaintiff.

On the 17<sup>th</sup> day of April A.D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Uriah Cook, Guardian of Theodore Reynor and Sarah C. Reynor, that they have been sued by Sarah Green in the Court of Common Pleas of Union County, and must answer by the 15<sup>th</sup> 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 26<sup>th</sup> day of April A.D. 1897.

Witness my hand and the seal of said Court, this 17<sup>th</sup> day of April A.D. 1897.  
J. N. Gosnell Clerk.

Afterward on the 22<sup>nd</sup> day of April A.D. 1897, the Sheriff of said County returned said writ, to the Clerk's Office in said County, which writ was endorsed as follows:

The State of Ohio, Union County, ss.

Sheriff's Return.

|                |       |
|----------------|-------|
| Sheriff's Fees | \$ 40 |
| Sum & Return   | 50    |
| Mileage        | 2 84  |
| Copy           | 15    |
| Total          | 2 69  |

Received this writ April 17<sup>th</sup> 1897, at 3 O'clock P. M. and served same by delivering a true and certified copy of this writ with all the within endorsements thereof by leaving a copy at the usual place of residence of Uriah Cook Guardian of Theodore Reynor.

J. Ed. Robinson Sheriff.

Entry  
7356

On the 19<sup>th</sup> day of May A.D. 1897, the following entry was filed with the Clerk of this Court to-wit:

Sarah Green  
vs  
Uriah Cook Guard,  
& Theadore Reynold  
Sarah E. Reynold.

Court of Common Pleas  
Harris County, Tex.

Now comes the plaintiff by her attorney, and the defendant being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by them to be true; and that they are indebted to the plaintiff in the sum of One Hundred and Seventy Five and 3/100 Dollars (\$175.30).

It is therefore considered by the Court that the said plaintiff Sarah Green recover from the defendants, Uriah Cook, as Guardian of Theadore Reynold and Sarah E. Reynold, the said sum of One Hundred and Seventy Five and 3/100 Dollars (\$175.30) and her cost herein expended.

Approved,  
D. Dow, Judge.

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



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Sec. 3. 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.

II. Second Cause of Action:

For a second cause of action the said plaintiff the Citizens Home and Savings Company says:

That on the 30<sup>th</sup> day of March 1891, and to secure the said loan, and weekly payments, set forth in said contract in said first cause of action herein, the said defendant, Barbara Kleiber and John C. Kleiber, her husband, 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, Part of Virginia Military Survey No. 3357,

Beginning at a stake in the center of the Waldo Grand road and South east corner to John Hubers lot; thence with his South line, N. 88° N. 30' 10" poles to a stake in said Hubers south west corner and in the line of J.W. Hendersons lot; thence with said Hendersons line, S. 2° E. 12' 30" poles to a stone in the line of lands formerly owned by May Peacock; thence with her line, S. 88° E. 5' 10" poles to a stone, corner to said Peacock lot; thence with another line of said Peacock lot, S. 2° W. 4' 50" poles to a stone; thence S. 88° E. 23' 10" poles to a stake (withness a stone planted in said line and 25 feet from the center of the Waldo Grand road; thence N. 2° E. 17' 10" poles to the place of beginning, containing three (3) acres of land, except one-fourth of an acre out of the north east corner thereof, sold and conveyed to Andrew Jenkins, and one-fourth of an acre reserved by John H. Shirk, extending west from the west end of the Andrew Jenkins lot and being the same width as said Jenkins lot; also one acre of the south side, sold and conveyed to John Kleiber.

The conditions contained in said mortgage was as follows:

Provided, nevertheless, and these presents are upon this condition: That whereas, the said Barbara Kleiber has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$600.00

Marysville, Ohio, March 30<sup>th</sup> 1891.

Received of The Citizens Home and Savings Company, of Marysville, Ohio, Six Hundred Dollars, as a loan on hip share of Stock, No. 513, owned by Barbara Kleiber in said Company.

I agree to pay to said Company weekly, not less than one hundred 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

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on said loan, amounting to \$4.00 Dollars per week.  
 Third. To the payment of the interest due on said loan, amounting to \$1.00 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 due 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) Barbara Kleiber.

Now, if the said Barbara Kleiber shall pay to said Company, its successor or assigns, the said sum of money due as set forth by said contract, then these presents shall be void.

On the 30<sup>th</sup> day of March A. D. 1891, at 3 o'clock P. M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 29 page 110 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 30<sup>th</sup> day of September 1895, the said defendant Barbara Kleiber made and delivered to said Company her contract, in writing, of which the following is a copy.

\$100.00  
 Received of the Citizens Home and Savings Company, of Mansfield, Ohio, September 30<sup>th</sup> 1895.  
 One Hundred Dollars, as a loan on one share of stock No. 508 owned by Barbara Kleiber in said Company.

I agree to pay to said Company weekly, not less than \$2.00 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 fire and theft insurance due on said loan, amounting to \$1.00 Dollars per week.

Third. To the payment of the interest due on said loan, amounting to \$2.00 Dollars per week.

Fourth. The balance of said payment shall be credited as due 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.

Barbara Kleiber.

No. 664. The By-Laws of said Company providing for the assessment

of figures 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 Barbara Kleiber has paid to said Company on the first and third causes of action herein, the sum of Four Hundred and Nine <sup>22</sup>/<sub>100</sub> Dollars which has been applied according to the terms of said contract as follows:

For fines \$56<sup>22</sup>/<sub>100</sub>; for insurance \$4<sup>75</sup>/<sub>100</sub>; for premium \$104<sup>67</sup>/<sub>100</sub>; for interest \$211<sup>32</sup>/<sub>100</sub>, and the remainder, \$32<sup>75</sup>/<sub>100</sub>, has been credited on said stock.

The dividends declared on said stock are Seven <sup>25</sup>/<sub>100</sub> Dollars.

The said defendant Barbara Kleiber has failed to make the weekly payments as agreed to be paid in said contract for 13 weeks, the last payment having been made on said stock on the 21<sup>st</sup> day of September, 1896.

IV. Fourth cause of action:

For a fourth cause of action the said plaintiff The Citizens Home and Savings Company says:

That on the 30<sup>th</sup> 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, Barbara Kleiber and John E. Kleiber, her husband, 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:

Situated in the Village of Mansville, County of Union, and State of Ohio, and being the same premises described in the second cause of action herein.

The conditions contained in said mortgage was as follows:

Provided, nevertheless, and these presents are upon this condition:

That whereas, the said Barbara Kleiber has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$100.00

Mansville, Ohio, September 30<sup>th</sup> 1895.

Received of The Citizens Home and Savings Company, of Mansville, Ohio, One Hundred Dollars, as a loan on old share of stock, No. 503, owned by Barbara Kleiber in said Company.

I agree to pay to said Company weekly, not less than <sup>25</sup>/<sub>100</sub> 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.

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Second. To the payment of premium for precedence due on said loan, amounting to \$4.00 Dollars per week.

Third. To the payment of interest due on said loan, amounting to \$7.00 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 payment shall be credited as due 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) Barbara Kleiber.

Now, if the said Barbara Kleiber 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 1<sup>st</sup> day of October 2, 2, 1895, at 8 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 313 of the Records of Mortgages of said County.

Said mortgage due has become absolute.

There is due and remaining unpaid upon said Contract set forth in the first cause of action herein the sum of Six Hundred and Fifty Nine and <sup>49</sup>/<sub>100</sub> Dollars, on the 21<sup>st</sup> day of September 1896; and the further sum provided in said Contract, viz: for fines \$37.00 Dollars, for premium \$4.00 Dollars and for interest <sup>5</sup>/<sub>100</sub> Dollars, in all one and <sup>5</sup>/<sub>100</sub> Dollars for each and every week from and after said 21<sup>st</sup> day of September 1896.

The said plaintiff The Citizens Home and Savings Company, therefore asks judgment against said Barbara Kleiber for said sum of Six Hundred and Fifty Nine and <sup>49</sup>/<sub>100</sub> Dollars, and one and <sup>5</sup>/<sub>100</sub> Dollars for each and every week from and after September 30<sup>th</sup> 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 Fifty Nine and <sup>49</sup>/<sub>100</sub> Dollars, and one and <sup>5</sup>/<sub>100</sub> Dollars additional from and after the 21<sup>st</sup> day of September 1896, until paid, and for all proper relief in the premises.

John W. Brodrick  
Attorney for The Citizens Home  
and Savings Company.

The State of Ohio, Union County, ss.

John W. 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 of him believed, true.

John W. Brodrick.

Summons to be signed by said John O. Brodrick before me and signed by him in my presence this 19<sup>th</sup> day of December, 1896.

J. A. Gosnell  
Deputy Clerk of Court.

To the Clerk:

Receipts

Issue Summons for the defendants Barbara Kleiber & John E. Kleiber to the Sheriff of Union County, Ohio, returnable according to law; Endorse: Judgment and foreclosure of mortgage. Amount claimed \$659.45 and \$1.00 weekly from and after September 21<sup>st</sup> 1896.

John O. Brodrick  
Attorney for Plaintiff.

On the 19<sup>th</sup> day of December A.D. 1896, the following summons was issued by the Clerk of this Court, to-wit:

Summons

The State of Ohio, Union County.  
To the Sheriff of said County:

You are hereby commanded to notify Barbara Kleiber and John E. Kleiber 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 16<sup>th</sup> 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 28<sup>th</sup> day of December A.D. 1896.

Witness my hand and the seal of said Court, this 19<sup>th</sup> day of December, A.D. 1896.

J. A. Gosnell Clerk  
By J. A. Gosnell Deputy.

Afterward on the 26<sup>th</sup> day of December A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County, endorsed as follows:

Sheriff's Return

The State of Ohio, Union County.

|                |    |    |
|----------------|----|----|
| Sheriff's Fee  | \$ | 05 |
| Service Return | 50 |    |
| Mileage        | 32 |    |
| Copy           | 40 |    |
| Total          | 22 |    |

Received this writ December 22<sup>nd</sup> A.D. 1896, at 9 O'clock A.M. and served same by handing a true copy of this writ with the endorsements thereon to Barbara Kleiber personally and to John E. Kleiber by leaving a copy at his usual place of residence on the 26<sup>th</sup> day of December, 1896.

Wm. V. Swadgrass Sheriff.

On the 17<sup>th</sup> day of February A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7268

The Citizens Home & Savings Company vs. Barbara Kleiber et al  
Court of Common Pleas Union County, Ohio.

And now comes the said The Citizens Home and Savings Company Plaintiff, by John O. Brodrick, its Attorney, and traverses this cause came on to be heard upon the petition, and the said defendants still failing to answer



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 promise; On consideration whereof the Court find that there is due to the plaintiff from the said Barbara Kleiber on the contract in writing and mortgage in the petition mentioned and set forth, the sum of Six Hundred and Eighty Three Dollars and Thirty Three cents, and that it is a lien upon said promise; said mortgage being recorded in Volume 33 page 33 of the Records of Mortgages of Union County, Ohio.

It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of Six Hundred and Eighty Three Dollars and Thirty Three cents, the sum found due as aforesaid, and also its costs taxed at \$ , and it is further ordered and adjudged, that in case the said defendants Barbara Kleiber and John C. Kleiber, her husband, fail for three days from this date, to pay to the said plaintiff the said sum of Six Hundred and Eighty Three Dollars and Thirty Three cents, or as aforesaid found due, together with the weekly payments of One  $\text{E}d \frac{5}{100}$  Dollars for each and every week from and after the 4<sup>th</sup> day of January, 1897, and at the Clerk of this Court the said costs, the defendants equity of redemption be foreclosed, and that an order of sale issue to the Sheriff of said Union County, directing him to cause said premises 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 or so aforesaid ordered; and the residue, if any, he bring into Court, to abide the order of said Court.

On the 23<sup>rd</sup> day of February A. D. 1897, the following Order of Sale was issued by the Clerk of this Court to-wit:

The State of Ohio, Union County, ss:  
To the Sheriff of said County - Greeting:

Whereas at a Court of Common Pleas, holden at the Court House in Mansfield, in said County of Union, on the 17<sup>th</sup> day of February, 1897, The Citizens Home and Savings Company obtained a judgment and decree against Barbara Kleiber and John C. Kleiber, for the sum of Six Hundred and Eighty Three and  $\frac{33}{100}$  Dollars, and Interest and  $\frac{5}{100}$  Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed that the said Barbara Kleiber and John C. Kleiber within three days from the 17<sup>th</sup> day of February A. D. 1897, pay unto the said The Citizens Home and Savings Company the said sum of Six Hundred and Eighty Three and  $\frac{33}{100}$  Dollars, together with the weekly payments of One  $\text{E}d \frac{5}{100}$  Dollars for each and every week from and after the 4<sup>th</sup> day of January, 1897, and costs aforesaid; and, on default to



Sheriff's Return.

The State of Ohio, Union County, ss.

|                    |    |      |
|--------------------|----|------|
| Sheriff's Fee      | \$ | 26   |
| Lucia              |    | 25   |
| Levy               |    | 25   |
| Sum. Appraisals    | 1  | 20   |
| Warning            |    | 25   |
| Writing Appraisals |    | 25   |
| Copy of            |    | 25   |
| Notice to Printer  |    | 25   |
| Writing Notice     |    | 25   |
| Reidage            | 16 |      |
| Postage            | 6  | 37   |
| Return             |    | 25   |
| Total              |    | 9 73 |
| Appraisers Fee     | 3  | 00   |

In obedience to the command of the Order of Sale hereto annexed, I did on the 24<sup>th</sup> day of February, 1897, summon O. L. James, Lemuel Turner and Sol Buty, 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 24<sup>th</sup> 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 Six 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 24<sup>th</sup> day of February, 1897, I caused to be advertised in the Mansfield 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 27<sup>th</sup> day of March, A. D. 1897, at one o'clock P. M. of said day.

And having advertised said lands and tenements for more than thirty days previous to the day of sale to-wit, 5 consecutive weeks; and in pursuance to said notice, I did, on said 27<sup>th</sup> day of March A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came R. L. Woodburn, who bid for the same the sum of Four Hundred and Twenty Five Dollars, and said sum being more than two-thirds of the appraised value thereof, and said R. L. Woodburn being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Four Hundred and Twenty Five Dollars.  
J. Ed. Robinson, Sheriff.

On the 21<sup>st</sup> day of April A. D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion  
7268  
The Citizens Home Ed Savings Company  
vs  
Barbara Kleiber et al

Court of Common Pleas  
Union County, Ohio.

And now comes Frederick Kleiber, by his Attorney J. V. Stinson, and says that in the case herein cited, he is a party in interest, that he holds certificates of Tax sale Copies of which are herewith attached and marked exhibit "A" and "B." That said certificates were transferred by one Chas. Wharton to the said Kleiber, and that all the rights and interests of

said Horton were transferred therewith.

Said Frederick Kleiber now comes into Court and asks that he may be made a party in distribution in said case, with priority of lien according to law.

J. V. Stewart  
Attorney for Kleiber.

On the 21<sup>st</sup> day of April A.D. 1897, the following entry was filed with the clerk of this Court, to-wit:

The Citizens Home & Savings Company | Court of Common Pleas  
vs | Union County, Ohio.

Entry  
7268

Barbara Kleiber et al

On petition before said Court by J. V. Stewart, Attorney for Frederick Kleiber, a Motion Instantur, was granted to make said Frederick Kleiber a party in distribution in said cause.

J. V. Stewart Atty. for Kleiber

On the 26<sup>th</sup> day of April A.D. 1897, the following Reply was filed with the clerk of this Court, to-wit:

The Citizens Home & Savings Company | Court of Common Pleas  
vs | Union County, Ohio.

Reply  
7268

Barbara Kleiber et al

And now comes the said plaintiff, and for reply to the answer of Frederick Kleiber herein filed says:

That it admits the transfer of the Tax Certificate attached to said answer from L. E. Horton to said Kleiber, but that said Frederick Kleiber did not continue to pay the taxes as required by law, but permitted said premises to be sold for taxes on January 21<sup>st</sup> 1896, to said L. E. Horton who now holds the tax certificate therefor, and plaintiff denies the right of said Frederick Kleiber to any part of the proceeds of the sale herein.

John W. Brodrick  
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

John W. Brodrick, being sworn, makes oath that he is the Attorney for said plaintiff, and that the facts stated in the foregoing reply are as affiant believes, true.

John W. Brodrick.

Sworn to by said John W. Brodrick, before me and signed by him in my presence this 26<sup>th</sup> day of April, 1897.

J. T. Grubb, Clerk of Court

Afterward on the 26<sup>th</sup> day of April A.D. 1897, the following Assessor was filed with the Clerk which Assessor is as follows, to-wit:

Answer  
7268

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Answer  
7268  
The Citizens Annual Savings Company  
vs  
Barbara Kleiber et al

Court of Common Pleas  
Maine County, Ohio

And now comes the said L. C. Harton 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 for judgment and foreclosure of mortgage against said premises.

The defendant L. C. Harton 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:

1<sup>st</sup> - To decree her priority of lien by tax sale, to said L. C. Harton, a copy of said Certificate of Delinquent Tax sale being accompanied herewith and marked exhibit "A."

2<sup>nd</sup> - Judgment for purchase money, with interest and subsequent taxes paid, as per items below.

|                 |                   |          |
|-----------------|-------------------|----------|
| June 21, 1896,  | For Taxes at sale | \$ 31.22 |
| " " " "         | Transfer          | .10      |
| Dec. '97, " " " | December Taxes    | 5.72     |
|                 |                   | \$ 37.04 |

Personally before me appeared said L. C. Harton agt who being duly sworn says that the facts as set forth herein are true as he truly believes.

L. C. Harton, agt.

J. N. Gosnell Clerk of Court

ad.

Entry  
7268  
The Citizens Annual Savings Company  
vs  
Barbara Kleiber et al

Court of Common Pleas  
Maine County, Ohio

On the 11<sup>th</sup> day of May A.D. 1897 the following Entry was filed with the Clerk of this Court, to-wit:

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 order of this Court, it is ordered that the said proceedings and sale be, and they hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, R. L. Woodburn, by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholder, 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 and on, to be entered on the record thereof, in the office of the Recorder of Union County.

And the Court commencing now to distribute the proceeds of said sale amounting to \$425<sup>00</sup>, it is ordered that the Sheriff out of the money in his hands, pay:

- 1<sup>st</sup> To the Clerk of this Court the costs herein amounting to \$45.50
  - 2<sup>nd</sup> " " Treasurer of this County the taxes, amounting to \$ 5.72
  - 3<sup>rd</sup> " " L. C. Horton, the tax claim held by her, amounting to \$ 39.25
  - 4<sup>th</sup> " " Frederick Kleiber, the tax claim held by him amounting to \$61.32
  - 5<sup>th</sup> The remainder to apply on plaintiffs claim, being \$272.91
- leaving a balance due plaintiff, of \$427.91, with six per cent interest from and after March 27<sup>th</sup>, 1897.

Attest,  
J. H. Gornall  
Clerk.  
By J. A. Gornall  
Deputy.

On June, 20<sup>th</sup>, 1905, the following <sup>Motion</sup> Order of Reversal was filed.

Motion for Conditional Order of Reversal of Default Judgment.  
Court of Common Pleas of Union County.

7268

The Citizens Home and Savings Company.  
Vs.  
Barbara Kleiber, et. al.

The Citizens Home and Savings Company, the above named Plaintiff, moves herein for the allowance of a conditional order of reversal of the judgment rendered in this action in its favor and against the said <sup>defendant</sup> Barbara Kleiber, at the January Term, A.D. 1897, of said Court, to-wit: On the 17<sup>th</sup> day of February, A.D. 1897 for the sum of Six Hundred Eighty Three and <sup>33</sup>/<sub>100</sub> Dollars and Forty-Five and <sup>8</sup>/<sub>100</sub> Dollars, costs with interest at the rate of \$1.29 per week from the 4<sup>th</sup> day of January, A.D. 1897, upon which judgment there was paid the sum of \$272.<sup>91</sup> on the 21<sup>st</sup> day of May, 1897, and there has been no other payments made therein, and upon which no execution has been sued out.

Said order to be for the sum of \$492.<sup>04</sup> with interest from May, 11<sup>th</sup>, 1897.

James E. Robinson, Atty. for Plaintiff.

On July, 1<sup>st</sup>, 1905, the following Entry was filed.  
The Citizens Home and Savings Co. Court of Common Pleas,  
Vs. Union County, Ohio.  
Barbara Kleiber.

7268  
Entry.

(This case continues on page 585 of this Record.)

Petition  
7305

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to \$61.32  
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per cent.

Please continued and held at the Court House  
in Mansfield, 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 19<sup>th</sup>  
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 27<sup>th</sup>  
day of January A. D. 1897, William Drummond as guardian of  
the person and estate of Virgil Marshall, as minor, against  
Simon Staley, et al, to-wit:

Petition  
7305

William Drummond, as Guardian of the person and Estate of  
Virgil Marshall, a minor. Court of Common Pleas,  
Union County, Ohio.

Simon Staley, Charles S. Chapman  
Ed Bessie Marshall an infant  
under the age of fourteen (14)  
years, and Mary E. Hayes.

On the twentieth day of September,  
1893, the plaintiff William Drummond was appointed by the  
Probate Court of Hardin County, Ohio, guardian of the per-  
son and estate of the said Virgil Marshall, who then  
was, and now is, an infant: and thenceupon plaintiff  
duly qualified as said guardian, and ever since has  
been, and now is, the duly qualified and acting guar-  
dian of the said Virgil Marshall.

On or about the day of January, 1892, one  
William Reed died testate, leaving a last will and testament,  
a true and correct copy of which is hereto attached, marked  
"Exhibit A," and made a part hereof.

Said will was duly admitted to probate as the  
last will and testament of the said William Reed, by the  
Probate Court of Union County, Ohio, on January 23, 1892.

At the time of the death of the said William  
Reed, he was the owner in fee simple, of 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 number 4074,  
beginning at three oaks and hick, the northwest corner  
of Lot No. 1, in the Sub-division of said Survey: thence N.  
80 degrees E. 22 poles to a stake; thence N. 10 degrees W. 108  
poles to a stake in the line of William Blue's land; thence  
S. 80 degrees W. with the line of said Blue and Michael S.  
Wood, 135 1/2 poles to a stake; thence S. 10 degrees E. 118 poles to  
a stake in Lot No. 2; thence N. 80 degrees E. 133 1/2 poles to  
the beginning, containing one hundred (100) acres more or less,  
as described in deed from S. G. Strong to William Reed, as  
recorded in volume 5, page 537, Union County, Ohio, record of deeds.

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Ohio.

Also another part of land in said survey, bounded and described as follows:

Beginning at a stone in the north line of said survey S. W. corner to John W. Lintner S. E. corner to Joseph C. Doolb and N. E. corner to a lot which Edmund Turner bought of Morris Wasson's heirs; thence with the east line of said last mentioned lot, S. 8 degrees E. 121 poles to a stone, corner to Edmund Turner's lot; thence with the north line of said lot N. 82 degrees E. 25 poles to a stake S. W. corner to William Reed; thence with his west line to a stake his N. W. corner, and in north line of said survey; thence with said line S. 82 degrees N. 81 poles to the beginning, containing twenty one acres more or less, the whole constituting the William Reed farm.

Mary Reed, widow of said William Reed, died on or about the — day of —, 1896.

Lorina Marshall died in Hardin County, Ohio, intestate, on or about the 26<sup>th</sup> day of July, 1893, and no letters of administration were ever granted upon her estate.

Samuel J. Marshall husband of said Lorina Marshall died on or about the 18<sup>th</sup> day of August, 1893.

Said Lorina Marshall, left surviving her, the following children; Mary Williams; Theodosia Miller wife of George Miller; and the said Virgil Marshall.

Claimant is informed and verily believes that one Lewis Marshall who was the son of said Lorina Marshall, died intestate prior to the death of said Lorina Marshall; and said Lewis Marshall left surviving him the defendant Mary E. Hayes who was married on December 20, 1894, to one Charles Hayes, his widow, and the defendant Bessie Marshall, child, and all his at law.

John Reed, one of the devisees mentioned in said will, together with Mahaly Reed his wife, by deed dated May 6, 1895, conveyed all their interest in said land, to the defendant Simon Staley, said deed being of record at page 434, volume 65, Union County, Ohio, record of deeds.

Said Theodosia Miller and George Miller her husband, conveyed all their interest in said lands, to the defendant Simon Staley, by deed dated April 19, 1895, of record at page 435 in said volume 65, record of deeds of said Union County.

Said Mary Williams and William W. Williams, her husband, by deed dated April 19, 1895, conveyed all their interest in said lands to said Simon Staley, said deed being of record at page 436 in said volume 65, records of deeds of said Union County.

Arthur Staley and Biana Q. Staley his wife, Frank Staley and Rose Staley his wife, and Osborn C. Staley unmarried, by their deed dated April 15, 1895, conveyed all

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Their title in and to said real estate, to the defendant  
Simon Staley, said deed being of record at page 437  
in said volume 25, Union County, Ohio, record of deeds.

Said Simon Staley, Frank Staley and Abner O.  
Staley are the children and sole heirs at law, of the  
said Maria Staley one of the devisees named in said will.

The defendants Simon Staley and Bessie Marshall  
are tenants in common with the said Virgil Marshall, in  
said real estate in the following proportions: thirty eight  
(38) forty eighths (48ths) belong to said Simon Staley; five  
(5) forty eighths (48ths) belongs to said Bessie Marshall;  
and five (5) forty eighths (48ths) belong to said Virgil Marshall.

Said tenancy in common is an estate in fee  
simple.

The defendant Charles S. Chapman claims an interest  
in said real estate by virtue of a mortgage executed by  
defendant Simon Staley and wife.

Wherefore, plaintiff prays that partition of said  
premises be ordered; that the interest of the said Virgil  
Marshall be set off to him in severalty, or if that can-  
not be done without injury to the value of said real estate,  
that such other proceedings may be had as are authorized  
by law; that in case a sale of said premises be necessary,  
the said Charles S. Chapman be required to answer and  
specifically set forth his said interest, or be forever barred;  
and for all other just and proper relief.

Erwin and Durbin  
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

Phil M. Erwin, being sworn says, that he is <sup>one of</sup> the  
attorneys of record for said plaintiff, duly authorized herein,  
that said plaintiff is a non-resident, and is now absent  
from this County of Union, and that the facts stated and  
allegations contained in the foregoing petition are true as  
affiant verily believes.

Phil M. Erwin.

Sworn to and subscribed before me, this 24<sup>th</sup>  
day of January, 1897.

(Seal)

J. N. Kennel Clerk of Court.

To the Clerk:

Receipt.

Some summons as follows:  
To Sheriff of Union County, Ohio, for defendants Simon  
Staley and Charles S. Chapman; and to Sheriff of Hardin  
County, Ohio, for Mary E. Hayes, and for Bessie Marshall an  
infant under the age of fourteen (14) years;  
Indorse, a claim for partition of real estate, and  
equitable relief.

Erwin & Durbin  
Attorneys for Plaintiff.

## Will of William Reed.

In the name of the Benevolent Father of all: I  
William Reed, of the County of Warren, in the State of  
Ohio, do make and publish this my last Will and  
Testament.

Item 1<sup>st</sup>. I give and devise to my beloved wife Mary  
Reed, in lieu of her dower, the farm on which we now  
reside, situated in the County of Warren and State of Ohio,  
and in Paris Township, containing about one hundred and  
twenty-five acres, during her natural life, and all the  
stock, household goods, furniture, provisions, and other goods  
and chattels which may be then on at the time of my  
decease, together with all moneys, notes, accounts, and every  
description debts due or owing to me at the time of  
my decease, as aforesaid. She however, selling or much  
of my personal property, goods and chattels, as may be  
sufficient to pay my just debts, which I hereby direct  
and order shall be paid as soon as may be prudent  
and practicable after my decease.

Item 2<sup>nd</sup>. At the death of my said wife, all my  
estate, both real and personal, that then remains uncom-  
sumed, I give, devise, and bequeath as follows, to-wit:

Item 3<sup>rd</sup>. I give, devise and bequeath to my son,  
John Reed, the one equal sixth part thereof, which I con-  
sider his full share of my estate, as he has already  
received a large amount from me.

Item 4<sup>th</sup>. I give, devise, and bequeath to my daughter,  
Lavinia Marshall, should she survive my said wife, the equal  
one-half of the remaining five sixth part of my estate,  
but should she then not be living, and should have  
child or children surviving her, then it is my will, and  
in that case, I hereby order and direct that bequest  
herein to her shall go to said surviving child or children  
of the said Lavinia Marshall, or in case any one or more  
of her said children should die, leaving a child or children  
surviving, then in that case the amount that the parent  
or parents of such surviving child or children would have  
received if living, goes to them.

Item 5<sup>th</sup>. I give, devise and bequeath to the children  
of my deceased daughter, Maria Staley, the remaining one-  
half of the said five sixth part of my estate, to be divi-  
ded equally between them, share and share alike, but  
should any one or more of said children die before the  
decease of my said wife, leaving a child or children sur-  
viving, who shall be living at the death of my said  
wife, then it is my will and I hereby order and direct  
that such child or children shall receive such share of this  
bequest as the parent or parents would have received if  
living.

Item 6<sup>th</sup>. It is my will, and I hereby order and direct

Summons.

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that a suitable monument shall be erected at my grave and sufficiently large, that same may answer the purpose for both myself and my said wife, Mary Reed, with a suitable inscription put thereon for her life and her decease.

Item 7<sup>th</sup>. It is my will, and I hereby order, direct, and provide, that in case my said wife, shall deem it necessary for her comfortable support, I hereby authorize and empower her to consume the whole or any part of my personal estate, after first paying my just debts and funeral expenses.

Item 8<sup>th</sup>. Should my said wife be not living at the time of my decease, it is my will that my estate shall be settled and distribution thereof made as herein before provided.

Item 9<sup>th</sup>. I desire that no appraisement and no sale of my personal property be made, and that the Court of Probate direct the omission of the same in pursuance of the Statute.

And I further provide, order, and direct that my said wife in case she survives me, shall have full power to sell and dispose of the whole or any part of said personal property, in such way and manner as she may deem best, either at private or public sale, and at her death.

I hereby further order and direct that the expenses of her last sickness and funeral charges shall be paid before any distribution thereof shall be made to the devisees hereinbefore named in this my will.

I do hereby revoke all former wills by me made. In testimony hereof, I have hereunto set my hand and seal this 4<sup>th</sup> day of February, in the year of our Lord One Thousand Eight Hundred and ninety.

Witness my hand and seal, and the seal of the Court of Probate, at the County of Union, State of Ohio, this 4<sup>th</sup> day of February, 1897, in the year of our Lord One Thousand Eight Hundred and ninety.

Witness my hand and seal, and the seal of the Court of Probate, at the County of Union, State of Ohio, this 4<sup>th</sup> day of February, 1897, in the year of our Lord One Thousand Eight Hundred and ninety.

Edward E. Cole  
William Malin

On the 27<sup>th</sup> day of January A.D. 1897, 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 Simon Staley and Charles S. Chapman, that they have been sued by William Dummer, in the Court of Common Pleas of Union County, and must answer by the 27<sup>th</sup> 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 8<sup>th</sup> day of February, A.D. 1897.  
 Witness my hand and the seal of said Court,  
 this 27<sup>th</sup> day of January, A.D. 1897.  
 J. N. Gornall Clerk.

On the 30<sup>th</sup> day of January A.D. 1897, the Sheriff of said County, returned said writ addressed as follows:  
 The State of Ohio, Union County.

Sheriff's Return.

|                  |     |   |
|------------------|-----|---|
| Sheriff's Fees   | \$  | do  |
| Service & Return | 65  | at 3 O'clock P.M.   |
| Mileage          | 64  | a true and certified copy of this writ with all                             |
| Copies           | 30  | the endorsements thereon to Simon Staley and                                |
| Total            | 159 | Charles S. Chapman personally on the 28 <sup>th</sup> day of January, 1897. |

Received this writ January 27<sup>th</sup> 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 endorsements thereon to Simon Staley and  
 Charles S. Chapman personally on the 28<sup>th</sup> day of January, 1897.  
 J. Ed Robinson Sheriff.

On the 27<sup>th</sup> day of January A.D. 1897, the following summons was issued by the Clerk of this Court, to-wit:  
 The State of Ohio, Union County.

To the Sheriff of Hardin County:

You are hereby commanded to notify Mary C. Hayes and for Bessie Marshall, an infant under the age of fourteen (14) years, that they have been sued by William Dumm as guardian of the person and estate of Virgil Marshall a minor in the Court of Common Pleas of Union County, and must answer by the 27<sup>th</sup> 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 8<sup>th</sup> day of February A.D. 1897.

Witness my hand and the seal of said Court,  
 this 27<sup>th</sup> day of January A.D. 1897.  
 J. N. Gornall Clerk

Sheriff's Return

On the 4<sup>th</sup> day of February A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office, which return is as follows:  
 The State of Ohio, Union County.

|                  |      |  |
|------------------|------|--|
| Sheriff's Fees   | \$   | do   |
| Service & Return | 70   | at 9 O'clock A.M.                                  |
| Mileage          | 2 50 | handing the within named Mary C. Hayes             |
| Copy             | 50   | and Bessie Marshall, a true copy of this           |
| Total            | 3 70 | writ with all the endorsements thereon personally. |

Received this writ January 28<sup>th</sup> 1897,  
 at 9 O'clock A.M. and served same by  
 handing the within named Mary C. Hayes  
 and Bessie Marshall, a true copy of this  
 writ with all the endorsements thereon personally.  
 L. A. Brubley, Sheriff.  
 By F. M. Morrison Deputy.

Notice  
 7305

On the 25<sup>th</sup> day of February A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:  
 William Dumm, Guard &c.,  
 vs  
 Simon Staley et al  
 Court of Common Pleas  
 Union County, Ohio.  
 The defendant Simon Staley, moves that

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the Sheriff's return of service of summons on the defend-  
ant Bessie Marshall, be set aside, for the following reasons:  
Said Bessie Marshall is an infant under the  
age of 14 years, and said Sheriff's return does not state  
whether or not service was also made on said infant's  
father, guardian, brother, or person with whom she lives, nor  
that said persons could not be found.

J. E. Griffith  
for Simon Staley

On the 25<sup>th</sup> day of February A. D. 1897, the following Answer  
and Cross petition was filed with the Clerk of this Court, to-wit:  
Answer & Cross peti- William Drummond  
tion. Guardian et al.  
7300

Simon Staley et al

Now comes E. S. Chapman, one of the defend-  
ants in the above entitled action, and says he admits  
that the plaintiff is the duly appointed and qualified  
guardian of said Virgil Marshall, but knows nothing of the  
other matters and things set forth in said petition, and  
therefore denies the same.

And by way of Cross-petition this defendant says,  
that on the 31<sup>st</sup> day of December, 1895, the defendant Simon  
Staley, executed and delivered to this defendant his certain  
promissory note, a copy of which note is made a part of  
this Cross-petition and is as follows:

"\$1000 #

Waynesville Ohio, Dec. 31, 1895.

Six months after date, as principal debtors, we jointly  
and severally promise to pay to E. S. Chapman, or order at  
Waynesville, Ohio, One thousand Dollars, for value received.

And we hereby dispense with the demand of pay-  
ment of this note, and authorize any attorney at law to appear  
for us, or either of us, at any time before 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 holder of this note, for the amount of  
said note, with eight per cent interest payable annually after  
the same shall become due, together with costs of suit,  
and release all errors, and waive all rights of appeal in  
this behalf.

Witness our hands and seals, this 31<sup>st</sup> day of  
Dec. 1895.

Simon Staley"

There are no credits, or indorsements on said note.  
In order to secure the payment of said note, the  
said Simon Staley and Lillie Staley, his wife, executed  
and delivered to this defendant a mortgage, of even date  
with said note, upon the interest of said Simon Staley

in the real estate described in the petition - being the 19/24 part of said premises.

On the 3<sup>rd</sup> day of January, 1896, at 9<sup>th</sup> O'clock A. M. said Mortgage was delivered to the Recorder of Union County, Ohio, and was duly recorded on the 3<sup>rd</sup> day of January, 1896, in Book 34, page 299, of the mortgage records of said County.

In said Mortgage it was provided that if Simon Staley should pay, or cause to be paid to said E. S. Chapman, or to his order, the note above described, then to be void, otherwise to be and remain in full force and virtue in law forever.

This defendant says that said mortgage has become absolute, that no part of the sum mentioned in said note and mortgage has been paid, and that there is now due and owing this defendant from the sum of One thousand Dollars, with interest at eight per cent from the 30<sup>th</sup> day of June, 1896, payable annually.

Therefore this defendant prays that said premises may be sold, that his debt and interest be paid in full out of the proceeds of said sale that may belong to said defendant Simon Staley, and that he may have all other proper relief.

J. E. Griffith, Attorney for E. S. Chapman.

State of Ohio,  
Union County ss)

E. S. Chapman, defendant, being duly sworn says, that he believes the allegations in the foregoing pleading are true.

E. S. Chapman

Sworn to and subscribed before me this 25<sup>th</sup> day of February, A. D. 1897.

W. Tilton  
Notary Public

On the 19<sup>th</sup> day of April A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

William Dunsen as guardian of the person and estate of Virgil Marshall, against Simon Staley, Charles S. Chapman, Bessie Marshall are infants under the age of fourteen years, and Mary E. Hayes

Court of Common Pleas Union County, Ohio.

It appearing to the Court that the defendant Bessie Marshall is a minor under the age of fourteen (14) years, and that she has been duly and legally served with summons herein, on motion of the plaintiff, D. H. Ayers, is hereby appointed guardian for the suit, for said minor defendant.

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And now comes the said D. H. Ayers, and in open Court accepts said appointment.

On the 19<sup>th</sup> day of April A. D. 1897, the following answer of Guardian ad litem of Bessie Marshall was filed, to-wit:

Answer of Guardian ad-litem 7305

William Drumm as guardian of the person and estate of Virgil Marshall, a minor.

Court of Common Pleas Union County, Ohio.

Simon Staley, Charles S. Chapman, Bessie Marshall an infant under the age of fourteen years and Mary E. Hayes.

The said Bessie Marshall, an infant, by the undersigned heretofore appointed her guardian ad litem, for answer to the petition, denies all the allegations therein contained, and says that she is of tender years, and she asks the Court to protect her rights, and to grant her such relief as is proper.

Bessie Marshall, a minor under the age of fourteen years, by D. H. Ayers her guardian ad litem.

On the 19<sup>th</sup> day of April A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7305

William Drumm as guardian of the person and estate of Virgil Marshall, a minor.

Court of Common Pleas Union County Ohio.

Simon Staley, Charles S. Chapman, Bessie Marshall an infant under the age of fourteen years, and Mary E. Hayes.

And now this cause coming on to be heard on the petition, the answer of Bessie Marshall, minor defendant, by D. H. Ayers, her guardian ad litem, and the evidence, the Court finds that all the defendants have had due legal notice of the pendency and prayer of said petition, and that with the exception of the said Bessie Marshall, they are in default for answer or demurrer thereto.

The Court further finds that the plaintiff and the defendants hereinafter named are tenants in common in the real estate described in the plaintiffs petition, as follows: thirty eight (38) forty eighth (48<sup>ths</sup>) belong to Simon Staley; five (5) forty eighths (48<sup>ths</sup>) belongs to the defendant Bessie Marshall; and five (5) forty eighth (48<sup>ths</sup>) belongs to the plaintiffs said ward, Virgil Marshall.

The Court further finds that the defendant Mary E. Hayes is not entitled to dower in the said real estate.

It is therefore ordered, adjudged and decreed that partition of said real estate be made, and A. J. Whitney, Fielding Thompson and J. H. Titon three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make said partition, and set off the proportions of said lands to said parties as they are hereinbefore fixed.

And it is further ordered that a writ 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 proportions of said real estate to which they are so found entitled as above.

And of his proceedings herein, the said Sheriff is ordered to make due return.

Receipt  
7305

William Drumm Guardian &c.  
vs  
Simon Staley et al

Court of Common Pleas  
Union County, Ohio.

Mayville, June 14<sup>th</sup> 1897.

Issue order of Partition in the above case to the Sheriff of Union County, returnable according to law.  
Ed Durbin, Atty for Opp.

Writ of Partition.

On the 14<sup>th</sup> day of May A.D. 1897 the following writ of Partition was issued to the Sheriff of Union County, Ohio to-wit:  
The State of Ohio, 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 April Term, A.D. 1897, in a civil action therein pending (for partition), wherein William Drumm, Guardian &c. the plaintiff and Simon Staley et al the defendants, you are hereby commanded, that by the oaths of A. J. Whitney, F. A. Thompson and J. H. Titon, 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 State of Ohio, and bounded and described as follows:

Part of Virginia Military Survey No. 4074; beginning at three elms and beech the north west corner of Lot No. 1, in the subdivision of said Survey; thence N. 80° E. 22 poles to a stake; thence N. 10° N. 108 poles to a stake in the line of William Blue's land; thence S. 80° N. with the line of said Blue and Michael S. Wood, 135 1/2 poles to a stake; thence S. 10° E. 118 poles to a stake in lot No. 2; thence N. 80° E. 133 1/2 poles to the beginning, containing one hundred (100) acres more or less as described in deed from S. H. Strong to William Red, as recorded in volume 5 page 551, Union County, Ohio, record of deeds.

Sheriff's Return.

Comm. Report.  
7305

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Also another part of land in said survey, bounded and described as follows:

Beginning at a stone in the north line of said Survey S. N. corner to John W. Linton S. E. corner to Joseph E. Woods and N. E. corner to a lot which Edmund Tunno bought of Morris Masson's heirs. Thence with the east line of said last mentioned lot S. 82° E. 121 poles to a stone corner to Edmund Tunno lot: Thence with the north line of said lot N. 82° E. 25 poles to a stake S. N. corner to William Reed; Thence with his west line to a stake his N. N. corner and in north line of said survey: Thence with said line S. 82° N. 31 poles to the beginning, containing 21 acres more or less, the whole constituting the William Reed farm. Among the persons named herein, and in the following proportions, to-wit:

- To Simon Staley (3/48) Thirty Eight Forty Eight part.
- " Bessie Marshall (3/48) Five Forty Eight part.
- " Virgil Marshall (3/48) Five Forty Eight 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 first 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 Maryland this 14th day of May A. D. 1897.

J. T. Gosnell Clerk  
By J. A. Gosnell Deputy.

On the 14th day of May A. D. 1897, the Sheriff of said county returned said writ to the clerk's office, which return is as follows to-wit:

Sheriff's Return.

|                    |    |    |
|--------------------|----|----|
| Sheriff's Fee      | \$ | 40 |
| Service            |    | 25 |
| Mileage            |    | 45 |
| Executing writ     | 1  | 00 |
| Swearing Com.      |    | 25 |
| Return             |    | 25 |
| Total              | 2  | 23 |
| Commissioner's Fee | 3  | 00 |

As commanded by the foregoing writ of partition, I have executed the same by the oaths of F. A. Thompson, A. J. Whitney and J. W. Tilton, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 14th day of May A. D. 1897.

J. Ed. Robinson, Sheriff.

Comm. Report. 7300

William Drummond, Guard &c.

Union County, ss.

Court of Common Pleas.

Simon Staley et al

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 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 Three Thousand Four Hundred and Forty Eight Dollars, and Fifty cents (\$3448.50).

Given under our hands this 14<sup>th</sup> day of May A. D. 1897.

F. A. Thompson  
A. J. Whitney } Commissioners.  
J. H. Titton

On the 14<sup>th</sup> day of May A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7305

William Drumm as Guardian  
of the person and estate of  
Virgil Marshall, a minor.

Court of Common Pleas  
Union County, Ohio

Simon Staley and others.

This cause came on for hearing upon the return of the Sheriff and the report of the commissioners heretofore appointed herein, and on the motion to confirm the same.

And it appearing from said report that said estate could not be divided by metes and bounds without manifest injury to the value thereof, and that said commissioners have made and returned their appraisement of said estate at Three Thousand Four Hundred and Forty Eight Dollars and fifty cents (\$3448.50), 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 defendant Simon Staley has elected to take the said premises at their appraised value, it is ordered by the Court, on good cause shown, that the proportions thereof due to the other parties be paid in cash, and that upon said Simon Staley paying the same, together with his proportion (twenty eight forty eighth) of the costs of this case, including a Counsel fee of Seventy Five Dollars, to Crow and Durbin, for their services herein, amounting in all to Ninety Seven Dollars and Eighty Two Cents (\$97.82), the said estate be, and it hereby is, adjudged to him; and the Sheriff is ordered thereupon to make and deliver to the said Simon Staley a deed for said premises.

And the Court coming now to distribute the money so paid by said Simon Staley to the Sheriff of said County, it is ordered that said Sheriff pay:

First: The costs of this action, including Counsel fee, amounting to ninety seven dollars and eighty two cents (\$97.82.)

Second: To the plaintiff Three Hundred and Forty Nine Dollars and Three cents (\$349.03), being the net amount due

Petition  
in Error

7307

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said Virgil Marshall, after deducting his proportionate share (five forty eighths) of said estate.  
 Third: To the defendant Bessie Marshall Three Hundred and Forty Nine Dollars and Three cents (\$349.03) being the net amount due her after deducting her proportionate share (five forty eighths) of the estate herein.

Attest  
 R. M. Gosnell  
 Clerk  
 By Geo. A. Gosnell Deputy.



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 April, to-wit: on the 14th day of April, in the year of our Lord One thousand Eight Hundred and Ninety Seven.

Be it remembered that herebefore on the 27th day of January A. D. 1897, Horn & Co. filed in the Clerk's Office of the said Court of Common Pleas, the following Petition in Error against Abram Herr to-wit:

Petition  
 in Error  
 7307

|             |                     |   |
|-------------|---------------------|---|
| Horn & Co.  | Plaintiffs in Error | Court of Common Pleas,<br>Union County, Ohio. |
| Abram Herr. | Defendant in Error  |   |

Plaintiff in Error avers, that they are a partnership formed for the purpose of carrying on business in the State of Ohio.

They further aver, that in an action before J. P. Braddy, a justice of the peace in and for Clairbourne Township, Union County, Ohio, wherein plaintiffs in Error were defendants, and defendant in error was plaintiff, the defendant in error recovered a judgment against the plaintiffs in error by the consideration of said justice of the peace for the sum of forty-eight dollars and fifty-five cents and for costs of said action amounting to twenty-four dollars and fifteen cents; all of which is made more fully to appear by the transcript of the record of said

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judgment and proceedings in said action, duly certified to by said justice of the peace, and herewith filed.

There is error apparent upon the judgment and proceedings of said justice of the peace in this, to-wit:

1<sup>st</sup>. Said justice erred in overruling the motion of plaintiffs in error for a new trial in said action.

2<sup>nd</sup>. Said justice erred in including the costs made by plaintiffs in error in said action in the judgment rendered therein against them.

3<sup>rd</sup>. Said justice erred in including in said judgment many items of costs unauthorized by law and unwarranted by the facts as shown by his said transcript of the proceedings had in said action.

Plaintiffs in error therefore pray that said judgment of said justice of the peace be reversed, that they may recover judgment against defendant in error for all costs that have accrued herein and on account of said action before said justice of the peace, that the cause of said action be retained by this Court for trial and final judgment, and that the time be fixed within which the defendant in error must file his petition therein.

J. F. Miller

Atty. for Plffs. in Error.

To the Clerk of Courts:

Receipt.

Issue Summons in Error directed to the Sheriff of Champaign County, Ohio, for the defendant in error, who resides in Wingo, in said County, stating therein that a petition in error has been filed in the above entitled action. See R. S. sec. 6713.

J. F. Miller

Atty. for Plffs. in Error.

On the 29<sup>th</sup> day of January A.D. 1897, the following Summons in Error was issued to the Sheriff of Champaign County, Ohio, to-wit:

in Error

The State of Ohio, versus Emma Bunker Ohio!

To the Sheriff of Champaign County:

You are hereby commanded to notify the above named defendant in error, that the above named plaintiffs 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 19<sup>th</sup> day of January A.D. 1897, by the judgment of T. P. Brady (Justice of the Peace in and for the township of Clairborn, in said County, and that unless the said defendant in error attend upon said Court of Common Pleas on the 19<sup>th</sup> day of April, 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, or or before the 19<sup>th</sup> day of April, the first day of the next term of said Court.

Sheriff's Return.

Entry 7307

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Return my signature and the seal of said Court,  
this 29<sup>th</sup> day of January A.D. 1897.  
J. N. Cornell Clerk

Afternoon on the 5<sup>th</sup> day of February, 1897, the Sheriff of  
Champaign County, returned said writ to the Clerk's office in said  
Union County, which return is as follows:

The State of Ohio Champaign County, ss:

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| Sheriff's Fee | \$ | 45 |
| Sum           |    | 25 |
| Mileage       | 1  | 92 |
| Copy          |    | 12 |
| Postage       |    | 12 |
| Total         | 2  | 31 |

Received this writ February 12<sup>th</sup> A.D. 1897,  
and on the 4<sup>th</sup> day of February A.D. 1897, I  
served the writ on Abram Herr personally  
by giving him a certified copy of this writ with  
the endorsement thereon.

L. A. McLain, Sheriff of  
Champaign County.

On the 19<sup>th</sup> day of May A.D. 1897, the following entry was  
filed with the Clerk of this Court, to-wit:

Entry  
7307

Horn & Co. Plaintiffs in Error  
vs  
Abram Herr, Defendant in Error  
Court of Common Pleas  
Union County, Ohio.

This cause came on for hearing upon the  
Petition in Error and the transcript of proceedings and judgment  
of J. P. Grady a Justice of the Peace for this said County, on  
consideration whereof, the Court finds that there is no error in  
said proceeding and judgment and the said judgment is  
therefore affirmed at the cost of the plaintiff in error, taxed at

It is further ordered that the said judgment be  
carried into effect in the same manner as if rendered in  
this Court and execution is awarded therefor, as well as for  
costs herein.

Approved  
D. Dow

Attest,  
J. N. Cornell  
Clerk.

By J. A. Cornell Deputy.



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Clerk continued and held at the Court House in Mansfield, within and for the County of Union, in the South 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, 1896: on the 17th day of April in the year of our Lord one thousand eight hundred and ninety six.

Be it remembered that herebefore to-wit, on the 4th day of December A.D. 1896, the Citizens Home and Savings Company filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Louisa L. Sparks et al, to-wit:

Petition  
7250  
The Citizens Home & Savings Company  
vs  
Louisa L. Sparks,  
Isaac Sparks, The  
Union Banking Company,  
Garrett & Company  
Ed. L. C. Wharton

Court of Common Pleas  
Union County Ohio

The said 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 provided for the incorporation of Building and Loan Associations, and that its principal office is at Mansfield 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 10th day of April 1893, the said defendant Louisa L. Sparks made and delivered to said Company her contract in writing, of which the following is a copy.

\$600.00  
Mansfield, Ohio, April 10th 1893.  
Received of The Citizens Home and Savings Company, of Mansfield Ohio, Six Hundred Dollars, as a loan on six shares of stock, No. 571, owned by Louisa L. Sparks in said Company.

I agree to pay to said Company weekly, not less than one hundred 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 96 Dollars per week.

Third: The balance of said payments shall be credited as due on said stock.

Said payments shall be continued until the due or 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

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Louisa L. Sparks.

No. 327.

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 terms of the application for said loan said defendant Louisa L. Sparks contracted and agreed to pay to said plaintiff the sum of \$2400 Dollars as interest thereon, but for convenience in writing said contract in writing they were written together in the sum of \$2400 Dollars.

The said defendant Louisa L. Sparks has paid to said Company the sum of Two Hundred and Eleven Dollars which has been applied according to the terms of said contract, as follows:

For fines, \$5.40; for premium \$36.72; for interest \$110.16, and the remainder, \$58.72, has been credited as dues on said stock.

The dividends declared on said stock are Two Cents  $\frac{4}{100}$  Dollars.

The said defendant Louisa L. Sparks has failed to make the weekly payments as agreed to be paid in said contract for 37 weeks, the last payment having been made on said stock on the 16<sup>th</sup> day of March, 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 10<sup>th</sup> day of April, 1893, and to secure the said loan, and weekly payments, set forth in said contract in said first cause of action herein, the said defendants, Louisa L. Sparks and Isaac J. Sparks recited 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 Four Hundred and Five (405).

For a more particular description thereof reference is hereby made to the recorded plat of Southwick's Addition to said Village in the Office of the Recorder of said Union County, Ohio, - Said lot being No. 388 of said Addition.

The conditions contained in said mortgage was as follows:

Provided, nevertheless, and these presents are upon this condition: That whereas the said Louisa L. Sparks has

entered into a contract in writing with said Company in the words and figures following, to wit:  
 \$600.<sup>00</sup> Mayville, Wis, April 10<sup>th</sup> 1898.

Received of the Citizens Home and Savings Company, of Mayville, Wis, Six Hundred Dollars, as a loan on Six Shares of Stock, No. 871, owned by Louisa L. Sparks in said Company.

I agree to pay to said Company weekly, not less than One Hundred 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 49<sup>00</sup>/<sub>100</sub> 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 payments shall be credited as due on said stock.

Said payments shall be continued until the due or 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) Louisa L. Sparks.

Now if the said Louisa L. Sparks shall pay to said Company or successors or assigns, the said sum of money when due as set forth by said contract, then these presents shall be void.

On the 10<sup>th</sup> day of April A.D. 1898, at 11<sup>00</sup>/<sub>00</sub> O'clock, A. M. said mortgage was delivered to the recorder of said Union County, Wis, for record, and was duly recorded in Volume 33 page 2 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 Five Hundred and Thirty Eight Dollars, on the 16<sup>th</sup> day of March 1896; and the further sum provided in said contract, viz: for fines 3<sup>00</sup>/<sub>100</sub> Dollars; for premium 2<sup>00</sup>/<sub>100</sub> Dollars and for interest 7<sup>00</sup>/<sub>100</sub> Dollars, in all One Hundred and Thirty Eight Dollars for cash and every week from and after said 16<sup>th</sup> day of March 1896.

The said defendants The Union Banking Company & Coar Scott & Co, claim some lien on said premises; said L. C. Whiston claims a 2<sup>nd</sup> lien upon said premises.

The said plaintiff, The Citizens Home and Savings Company, therefore asks judgment against said Louisa L. Sparks for said sum of Five Hundred and Thirty Eight Dollars, and One and 2<sup>00</sup>/<sub>100</sub> Dollars for each and every week from and after March 16<sup>th</sup> 1896; that said mortgage may be

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foreclosed, said premises or dual to be sold and the proceeds thereof be applied to the payment of said indebtedness of Five Hundred and Thirty Six Dollars, and one Cent <sup>20</sup>/<sub>100</sub> Dollars additional from and after the 16<sup>th</sup> day of March 1896 until paid, and for all proper relief in the premises.

John M. Brodrick

Attorney for said The Citizens Home & Savings Company.

The State of Ohio, Union County, 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 4<sup>th</sup> day of December 1896.

J. N. Gosnell Clerk

By J. N. Gosnell Deputy

Clerk of Court in and for Union County, Ohio.

To the Clerk:

Issue Summons for the defendants Louisa L. Sparks, Isaac J. Sparks and L. C. Whorton to the Sheriff of Union County, Ohio, returnable according to law. Indorse: "Judgment and foreclosure of mortgage. Amount claimed \$530.<sup>00</sup> and \$1<sup>00</sup> costs from and after March 16<sup>th</sup> 1896.

John M. Brodrick  
Attorney for Plaintiff.

On the 4<sup>th</sup> day of December A.D. 1896, 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 Louisa L. Sparks, Isaac J. Sparks and L. C. Whorton, 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 2<sup>nd</sup> 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 14<sup>th</sup> day of December A. D. 1896.

Witness my hand and the seal of said Court, this 4<sup>th</sup> day of December A. D. 1896.

J. N. Gosnell Clerk  
By J. N. Gosnell Deputy

The State of Ohio, Union County, ss.

|                   |    |     |
|-------------------|----|-----|
| Sheriff's Return. |    |     |
| Sheriff's Fee     | 50 | cts |
| Levy & Return     | 80 |     |
| Mileage           | 32 |     |
| Copy              | 45 |     |
| Total             | 81 | 57  |

Received this 10<sup>th</sup> Dec. 4<sup>th</sup> A. D. 1896 at 4 O'clock P. M. and served same by handing a true copy of this writ with the endorsements thereon to Louisa L. Sparks, Isaac J. Sparks and L. C. Whorton, personally on the 10<sup>th</sup> day of December 1896.  
Wm. V. Brodgrass, Sheriff

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Cross-petition  
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C. C. Wharton  
7250

On the 23<sup>rd</sup> day of December A.D. 1896, the following answer and cross-petition was filed, to-wit:  
The Citizens Home Loan Savings Company  
vs  
Louisa L. Sparks et al

but now comes C. C. Wharton by way of Cross-Petition and makes the following claims:  
That on January 21<sup>st</sup> 1896, lot number 405 in the Village of Marysville in the name of Louisa L. Sparks, and being the same upon which the plaintiff asks judgment, and foreclosure of mortgage, wherein the amount claimed is \$530.50 and \$1.26 weekly from March 16, 1896, was sold for taxes to one L. C. Wharton, and that the Certificate of Delinquent Tax Sale was by said Wharton assigned and transferred to said C. C. Wharton on October 3<sup>rd</sup>, 1896, as per copy of annexed Certificate of delinquent Tax Sale, marked Exhibit "A" with endorsement thereon.

The said C. C. Wharton in this suit asks the Court to grant and give any and all relief to which he is entitled against said plaintiff under the laws of Ohio, viz:

- 1<sup>st</sup> To decree his priority of lien.
- 2<sup>nd</sup> Judgment for purchase money with subsequent taxes to the amount of \$39.27 with penalty and interest, itemized in the following account.

|   |          |
|---|----------|
| Jan. 21, 1896, To Tax on lot No. 405, sold in name of Louisa L. Sparks, Marysville, Ohio. | \$ 34.10 |
| To Transfer   | 10       |
| Dec. 19, 1896, To December Tax, 1896.   | 5.07     |
|   | \$ 39.27 |

C. C. Wharton, being sworn, says that the facts stated in foregoing petition are true, as he verily believes.  
C. C. Wharton.

Sworn to by C. C. Wharton, and signed by him in my presence, this 22<sup>nd</sup> day of December A.D. 1896.

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

On the 5<sup>th</sup> day of January A.D. 1897, the following entry was filed with the Clerk of this said Court, to-wit:  
The Citizens Home Loan Savings Company  
vs  
Louisa L. Sparks et al

This cause now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendant Louisa L. Sparks has been duly served with summons in this case, and that she is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by her to be

Entry  
7250

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True, and that there is due the plaintiff from the defendant Louisa L. Sparks, on the contract in writing set forth in the petition, with weekly payments to the first day of this term the sum of Five Hundred and Eighty Three and 7/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing the defendants Louisa L. Sparks and Isaac J. Sparks, her husband, executed and delivered to said The Citizens Home and Savings Company, plaintiff, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 83, page 2 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 is therefore considered and adjudged by the Court that the plaintiff recover from the said defendant Louisa L. Sparks the said sum of Five Hundred and Eighty Three and 7/100 Dollars, and one and 2/100 Dollars for each and every week from and after January 4<sup>th</sup> 1897, and its costs herein expended.

And it is further ordered and decreed that unless the defendant Louisa L. Sparks 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 said weekly payments 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, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Provdick.

On the 11<sup>th</sup> day of February A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

|                  |                                     |  |
|------------------|-------------------------------------|--|
| Receipt<br>72 50 | The Citizens Home & Savings Company | Court of Common Pleas<br>Union County, Ohio. |
|                  | vs                                  | To the Clerk of said Court:                  |
|                  | Louisa L. Sparks, et al.            |  |

Issue Order of Sale in the above case to the Sheriff of Union County, Ohio, returnable according to law.

John M. Provdick  
Attorney for Plaintiff.

On the 12<sup>th</sup> day of February A.D. 1897, the following Order of Sale was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:  
To the Sheriff of said County - Greeting:  
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Sheriff's Return.

The State of Ohio, Union County, ss.

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| Sheriff's Fee     | \$        | 45        |
| Service           |           | 25        |
| Levy              |           | 25        |
| Sum. Appraisers   | 1         | 20        |
| Swearing "        |           | 25        |
| Writing Appraisal |           | 25        |
| Copy of "         |           | 25        |
| Notice to Printer |           | 25        |
| Writing Notice    |           | 25        |
| Billage           | 16        | 37        |
| Comdaye           | 10        | 37        |
| Return            |           | 25        |
| <b>Total</b>      | <b>13</b> | <b>78</b> |
| Appraisers Fee    | 3         | 00        |
| Printer's Fee     | 12        | 00        |

In obedience to the command of the Order of Sale hereto annexed I did, on the 15<sup>th</sup> day of February, 1897, summon Dyer Reed, Richard Custer and Lape Miller, 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 15<sup>th</sup> 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 Seven Hundred and 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 17<sup>th</sup> day of February 1897, I caused to be advertised in the Mansfield 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 20<sup>th</sup> 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 20<sup>th</sup> day of March A.D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came John Paul Schalip, who bid for the same the sum of Six Hundred and Eighty Seven Dollars, and said sum being more than two-thirds of the appraised value thereof, and said John Paul Schalip being the highest and best bidder thereof, I there and then publicly sold and struck off said lands and tenements to him for said sum of Six Hundred and Eighty Seven Dollars.

J. Ed. Robinson, Sheriff.

On the 22<sup>nd</sup> day of March A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

The Citizens Home & Savings Company  
 vs  
 Louisa J. Sparks 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 Mansfield, Ohio, on Saturday March 20, 1897, at or about the hour of one o'clock P.M. on said day, the following described real estate:

Sheriff's Fee  
 7250

Litests in the Village of Marysville, County of Union and State of Ohio, being on lot number four hundred and five (405).

For a more particular description thereof, reference is hereby made to the recorded plat of Southwick's Addition to said village in the office of the Recorder of said Union County, said lot being No. 388 of said Addition.

Appraised at \$725  
Terms of sale cash.

J. Ed Robinson  
Sherriff, Union County Ohio

February 17, 1897.

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 Feby. 17, 1897.

N. O. Shearer.

Sworn to and subscribed before me, this 22<sup>nd</sup> day of March, 1897.

J. N. Gosnell Clerk.

Printers Fee, \$12.50.

On the 19<sup>th</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

|                |  |  |
|----------------|--|--|
| Entry<br>725-0 | The Citizens Home Ed<br>Larnig's Company<br>vs<br>Louisa L. Sparks et al | Court of Common Pleas<br>Union County, Ohio. |
|----------------|--|--|

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 order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, John Paul Schalip, 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 and on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio.

And the Court causing now to distribute the proceeds of said sale, amounting to Six Hundred and Eighty

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Seven Dollars, it is ordered that the Sheriff out of the money in his hands pay-

- First: To the treasurer of this County, the Taxes, finally and interest against said property, amounting to \$5.07
  - Second: To the Clerk of this Court the costs herein taxed at \$40.88
  - Third: To the defendant C. B. Horton, the amount of his claim \$41.56
  - Fourth: To the plaintiff the amount due it amounting to \$577.66
  - Fifth: To the defendant Luise L. Sparks, the remainder of the proceeds \$ 1.53
- Product for Plaintiff.

Attest,  
J. M. Gosnell  
Clerk.

By Jno A. Gosnell, Deputy.



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Please 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 ~~James S. Pugh~~ <sup>John S. Pugh</sup> Judge of said Court, of the Term of Sept. 10-11, on the 19<sup>th</sup> 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 22<sup>nd</sup> day of October A.D. 1895, Anna Taylor Love Admtr. filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Gary James, to-wit:

Petition  
6980

Anna Taylor Love Admtr. | Court of Common Pleas  
of the estate of W<sup>m</sup> Fairchild decd. | Union County, Ohio  
vs  
Gary James

The plaintiff says, that she is the duly appointed qualified, and acting Administratrix of the estate of William Fairchild late of Franklin County Ohio, decd.

The plaintiff says that the defendant is indebted to the plaintiff, as administratrix as aforesaid, in the sum of One Hundred Sixty Eight and 7/100 Dollars, with interest thereon from the 1<sup>st</sup> day of January, 1890, on an account stated between said William Fairchild decd. then living and said defendant Gary James on said date, upon which statement a balance of \$168.50 dollars was found due said decedent from said defendant and since which date no credits or payments have been made thereon, and that the whole sum with interest as above stated remains due said estate from said defendant.

Therefore, the plaintiff as administratrix as aforesaid prays for a judgment against the defendant Gary James in the sum of \$168.50 dollars, together with interest thereon from the 1<sup>st</sup> day of January, 1890, for costs and other proper relief.

J. M. Love  
Attorney for Plaintiff.

The State of Ohio, Franklin County ss:

Anna Taylor Love being sworn says that she is the administratrix of the estate of William Fairchild, deceased and plaintiff herein, and that the facts and allegations in the foregoing petition contained are true as she believes.

Anna Taylor Love  
Sworn to before me and signed in my presence this 21<sup>st</sup> day of October, 1895.

Casper Hammett  
Notary Public for Co. O.

On the 22<sup>nd</sup> day of October A.D. 1895, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt  
6980

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Summons.

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Affidavit  
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Receipt  
6980

Anna Taylor Love, Admtr.  
vs  
Gary James.

Court of Common Pleas,  
Union County, Ohio.

To the Clerk of said Court.

Please issue order of attachment against said defendant Gary James directed to the Sheriff of Union County, Ohio, returnable according to law.

J. M. Love  
Atty for Plaintiff

I acknowledge myself good for costs in this case.

J. M. Love  
J. N. M. Cloud

Summons.

On the 22<sup>nd</sup> day of October A.D. 1890, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,  
To the Sheriff of Union County:

You are hereby commanded to notify Gary James that he has been sued by Anna Taylor Love Administratrix, in the Court of Common Pleas of Union County, and must answer by the 23<sup>rd</sup> day of November A.D. 1890, 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 4<sup>th</sup> day of November A.D. 1890.

Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of October A.D. 1890.  
J. N. Cornell Clerk.

Afterward on the 25<sup>th</sup> day of October A.D. 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Sheriff's Return

|                  |    |      |                    |
|------------------|----|------|--------------------|
| Sheriff's Fees   | \$ | to   | The State of Ohio, |
| Service & Return |    | 25   | Union County.      |
| Mileage          |    | 2 00 |                    |
| Copy             |    | 15   |                    |
| Total            |    | 2 40 |                    |

Received this writ October 22<sup>nd</sup> A.D. 1890, at 2 o'clock P. M.  
The defendant Gary James not found in my County.  
J. M. Lovegrass Sheriff.

Affidavit  
for  
Attachment:  
6980

Anna Taylor Love  
Admtr. of the estate of  
Mrs Fairchild dec'd.  
vs  
Gary James

Court of Common Pleas  
Union County, Ohio.

Anna Taylor Love, Administratrix of the estate of Mrs Fairchild dec'd.

The plaintiff herein makes oath that she is commencing herewith a civil action in the Court against Gary James; that her said action is for the recovery of money

upon a debt due the estate aforesaid arising upon a contract; that said claim is just; that the amount which this affiant believes the plaintiff ought to recover is 165.50 dollars, with interest at the rate of six per cent per year from the 1<sup>st</sup> day of January 1890; and that the defendant Gary Lewis is a non-resident of this the State of Ohio, and further affiant saith not.

Berna Taylor Love.

Sworn to before me and signed in my presence this 21<sup>st</sup> day of October, 1890.

Casper Lammertum  
Notary Public, Franklin Co. O.

On the 22<sup>nd</sup> day of October A.D. 1890, the following Order of Attachment was issued, to the Sheriff of Union County, to-wit:

the State of Ohio, }  
Union County, ss. } Court of Common Pleas.

Attachment  
6980

Berna Taylor Love, Adm., vs the Sheriff of Union County, O.  
Gary Lewis

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 Gary Lewis in your County not exempt by law from being applied to the payment of the claims of the plaintiff Berna Taylor Love Administratrix, or so much thereof as will satisfy her claim for one hundred and fifty eight & 5/100 Dollars and also for Fifty Dollars, the probable cost of this action.

You will make the return of this order on the 4<sup>th</sup> day of November A.D. 1890.

Witness my hand and the seal of said Court, this 22<sup>nd</sup> day of October A.D. 1890.

J. V. Corwell Clerk

Upward on the 25<sup>th</sup> day of October 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

|                       |   |    |
|-----------------------|---|----|
| Sheriff's Fee         | 8 | 00 |
| Service               |   | 25 |
| Copies                |   | 35 |
| Deputy                | 2 | 00 |
| Sum. Apprd.           | 1 | 20 |
| Swear                 |   | 20 |
| Inventory & Appraisal |   | 75 |
| Return                |   | 25 |
| Total                 | 5 | 05 |
| Appraisers Fee        | 3 | 00 |

Office, Sheriff, Union County, Ohio

October 22<sup>nd</sup> A.D. 1890:

Received this Order on the 22<sup>nd</sup> day of October A.D. 1890; and in obedience to the command thereof, I did on the 22<sup>nd</sup> day of October A.D. 1890; in the presence of Cyrus Zimmerman, and George H. Stevens, 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."

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Wm. I. Brogdon, Sheriff of Union County, and Cyrus Zimmerman and George H. Stevens two Justices of said County, do truly certify and approve the property attached under the foregoing order, as the property of Gary James and herein after described as follows, viz:

The following described Real Estate, situated in the Village of Plain City, in the County of Union and State of Ohio, to-wit:

Lot No. (105) One Hundred and Five as the same is known numbered and described on the recorded plat at Marysville, Ohio. Appraised at - (\$3000) Three Thousand Dollars.

Given under our hands this 22<sup>nd</sup> day of October A.D. 1895  
Wm. I. Brogdon, Sheriff.  
Cyrus Zimmerman,  
George H. Stevens.

Affidavit of Publication. 6980

On the 3<sup>rd</sup> day of December A.D. 1895, the following Affidavit for Publication was filed with the Clerk of this Court, to-wit:

Anna Taylor Love, Plaintiff  
vs  
Gary James  
State of Ohio, Franklin Co. ss.

The above named plaintiff says that service of a summons cannot be made upon the said defendant, Gary James, within this the State of Ohio; that his residence as Affiant is informed is in the State of Pennsylvania, County of Allegheny, and his postoffice address is Pittsburgh; that in this action an order of attachment has been duly issued and levied upon the property of the defendant, Gary James, which property is sought by such proceedings in attachment to be appropriated toward the satisfaction of such judgment as the plaintiff may obtain against the said defendant, Gary James, in this action, and further Affiant saith not.

Anna Taylor Love.  
I have read and subscribed in my presence this 2<sup>nd</sup> day of Dec. 1895.

Elmer C. Legg,  
Notary Public, Franklin Co. O.

Proof of Publication. 6980

On the 23<sup>rd</sup> day of January A.D. 1896, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Anna Taylor Love  
vs  
Gary James  
Adms. of the estate of  
Mrs Fairchild, dec'd.  
Court of Common Pleas  
Union County, Ohio.

J. W. Love, Attorney for Plaintiff.  
Gary James, the above named defendant, residing at Pittsburgh, in the County of Allegheny, State of Pennsylvania, will take notice

That on the 22<sup>nd</sup> day of October, 1895, Anna Taylor Lowe, Administratrix as aforesaid, the plaintiff in said Court, duly commenced a civil action against him to recover against him the sum of \$168.50 with interest thereon from the first day of January, 1896, on account stated for merchandise between Mrs Fairchild deceased, then living, and said defendant Gary James, on said date upon which statement a balance of \$168.50 was found due said decedent from said defendant, and for said sum and interest from said date the plaintiff asks judgment against said Gary James, for costs and other proper relief.

And an order of attachment in said action has been duly issued against the property of said Gary James.

Said Gary James is required to answer the petition in said action on the 15<sup>th</sup> day of February, 1896, or judgment will be taken against him by default for said amount with interest and costs.

Anna Taylor Lowe, Admt.

Plaintiff.

December 4, 1895.

The State of Ohio, Minn. County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in "The Mansfield Tribune", a newspaper of general circulation in the County of Minn., the first publication beginning with December 4, 1895.

H. O. Shearer.

Sworn to and subscribed before me, this 28<sup>th</sup> day of January, 1896.

J. T. Gravel Clerk

Primers Fee \$14.00

On the 17<sup>th</sup> day of January A.D. 1896, the following Entry was filed with the Clerk of this Court to-wit:

Anna Taylor Lowe,  
Admt. of the estate of  
Mrs Fairchild, Decd.

Court of Common Pleas  
Minn. County, Ohio.

Entry  
6980

vs  
Gary James

On the 17<sup>th</sup> day of Dec. 1895, the plaintiff delivered to the Clerk of this Court with the requisite postage stamps, the following printed notice, which said Clerk on the same day duly mailed to said Gary James, addressed and directed to him at Pittsburg in Alleghany Co. and state of Penn.

On the 10<sup>th</sup> day of February A.D. 1896, the following Answer was filed with the Clerk of this Court to-wit:

Anna Taylor Lowe, Admt.

Court of Common Pleas  
Minn. County, Ohio.

Answer  
6980

vs  
Gary James

The defendant for Answer is the

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Entry  
6980

Reply  
6980

plaintiff's petition says, that he denies each and every allegation in said petition contained.

Defendant further answering says that plaintiff's pretended claim against the defendant did not accrue within six years before the date of the filing of said petition and is therefore barred by the statute of limitations.

Therefore defendant prays that the attachment in this case be dismissed and that he go hence without day and recover his costs in this action.

Cameron & Cameron  
Attorneys for Defendant.

State of Ohio, Union County, ss:

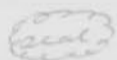
R. L. Cameron, an attorney of record for the plaintiff and duly authorized in the premises, being first duly sworn says, that the said Gary James is a non-resident of the state of Ohio, and that the facts and allegations in the answer contained are true as he verily believes.

R. L. Cameron.

Signed in my presence and sworn to before me by said R. L. Cameron, this 8th day of February, 1896.

W. N. Byers,

Notary Public, in and for the County of Union, State of Ohio.



On the 11th day of April A.D. 1896, the following Entry was filed with the clerk of this Court, to-wit:

Entry  
6980

Anna Taylor Lowe, Adm't.  
vs  
Gary James

Court of Common Pleas  
Union County, Ohio.

Leave granted plaintiff to reply within three days.

J. B. Cole, Clk. Ct.

On the 11th day of April A.D. 1896, the following Reply was filed with the clerk of this Court, to-wit:

Reply  
6980

Anna Taylor Lowe, Adm't.  
vs  
Gary James

Court of Common Pleas,  
Union County, Ohio.

I. Reply - Now comes the plaintiff and as a reply to the second defense set forth in the answer says that she denies each and every allegation therein contained.

II. Reply - Further replying to said second defense, she says, that defendant departed from this State more than five years, first before this action was begun, and has ever since resided without this State, and was absent from this State more than nine months (9/10) of the last five years before this action was begun. Therefore plaintiff prays judgment as in her petition she has prayed.

J. B. Cole  
Attorneys for Plaintiff.

State of Ohio, Union County, ss:

J. B. Cole, being sworn says that he is one of the Attorneys of the plaintiff, duly authorized in the premises, and that plaintiff is a non-resident of said County of Union, and that the facts stated in the foregoing reply are as he believes true.

Sworn to and subscribed before me this 11<sup>th</sup> day of April, 1896.



J. V. Grunell Clerk.

On the 17<sup>th</sup> day of April A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
6980

Anna Taylor Lowe, Admt. vs Gary James

Court of Common Pleas Union County, Ohio.

On motion and showing of the plaintiff this cause is continued at plaintiffs costs, for the term.

J. B. Cole.

Verdict  
Entry  
6980

On the 19<sup>th</sup> day of September, A.D. 1896, the following Entry and Verdict was filed with the Clerk of this Court, to-wit:

Anna Taylor Lowe, Admt. vs Gary James

Court of Common Pleas Union County, Ohio.

This day came the parties herein, by their Attorneys; also came the following named persons as jurors, to-wit: J. B. King, George Burns, William F. Mauck, D. H. Henderson, Elbert Bonnett, David H. Hornington, B. F. Burn, William L. Castwell, Joseph Powell, R. L. Stimmed, Peter Schirger and W<sup>m</sup> J. Barbour, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

And after hearing the evidence, arguments, and charge of the Court, the jury retired to their room in charge of the Sheriff, for deliberation.

And now comes said jury into open Court with their verdict in writing, signed by their foreman, and say: The State of Ohio, Court of Common Pleas of said County, September Term, 1896.

Anna Taylor Lowe, Admt.

vs Gary James

Civil Action.

Verdict for Defendant.

And the jury, being duly impaneled and sworn and affirmed, find the issue in this case in favor of the defendant.

D. H. Henderson, Foreman.

Entry  
6980

Anna Taylor Lowe vs Gary James

Union County, Ohio

Court of Common Pleas

Entry  
6980

Anna Taylor Lowe vs Gary James

Union County, Ohio

and

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Entry  
6980

Anna Taylor Lowe vs Gary James

Union County, Ohio

and

Entry  
6980

Anna Taylor Lowe vs Gary James

Union County, Ohio

On the 21<sup>st</sup> day of September A.D. 1896, the following entry was filed with the clerk of this court, to-wit:

Entry 6980 Anna Taylor Love, Admop, ec. vs Gary James  
 Court of Common Pleas, Union County, Ohio.

The jury on a former day of this term having rendered a verdict in favor of the defendant and a motion for new trial being overruled.

It is therefore considered and adjudged by the court that the defendant recover of the plaintiff his costs herein expended.

To be entered of date of Sept. 21<sup>st</sup> 1896.

John A. Price  
 Judge.

On the 21<sup>st</sup> day of September A.D. 1896, the following motion was filed with the clerk of this court, to-wit:

Motion 6980 Anna Taylor Love, Admop, vs Gary James  
 Court of Common Pleas Union County, Ohio.

Plaintiff moves for a new trial for the following reasons, to-wit:

The verdict is against the weight of the evidence and the law.

The court erred in rejecting evidence offered by the plaintiff.

The court erred in its directions to the jury; all of which rulings were excepted to by plaintiff at the time.

J. M. Love and J. B. Cole  
 Attorneys for Plaintiff

On the third day of October A.D. 1896, the following motion was filed with the clerk of this court, to-wit:

Motion 6980 Anna Taylor Love, Admop, vs Gary James  
 Court of Common Pleas Union County, Ohio.

Now comes said plaintiff and moves the court to allow her time after the term 40 days in which to reduce to writing and present her bill of exceptions herein.

J. B. Cole  
 Attorney

On the 4<sup>th</sup> day of November A.D. 1896, the following entry was filed with the clerk of this court, to-wit:

Entry 6980 Anna Taylor Love Administratrix, ec. vs Gary James  
 Court of Common Pleas Union County, Ohio.

Now comes the plaintiff and presents to the

Court her certain Bill of exceptions herein, which being found by the Court to be true, is allowed, signed and sealed, and on motion is hereby made a part of the record of this case.

Attest,

J. M. Gosnell,

Clk.

By J. A. Gosnell Deputy.



Please continued and held at the Court House in Waverly, 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 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 on the 18th day of February, A. D. 1897, Arthur Hildreth filed in the Clerk's office of the said Court of Common Pleas, the following Petition against William D. Price et al, to-wit:

Petition  
7316

Arthur Hildreth  
vs  
William D. Price &  
the unknown heirs of  
William D. Price  
Lewis M. Revchain &  
the unknown heirs of  
deceased of Lewis M.  
Revchain, deceased

Court of Common Pleas  
Union County, Ohio.

Petition.

First: Plaintiff alleges that she is the owner in fee simple, and in actual possession and occupancy of the following described premises, situated in the Township of Lushburg, County of Union, State of Ohio, and a part of Virginia Military Survey Nos. 5630 and 6510, and bounded and described as follows, to-wit:

Beginning at the south east corner of Lot No. one, conveyed to David Hildreth by William Hildreth jr. it being a part of the land entered in the name of Robert Ollens, and in Survey No. 5630; thence west on the line of Lot No. one 210 poles to a stake; thence south 80 poles to a stake; thence east 210 poles to a stake in the above mentioned east line;

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thence north 80 poles to the place of beginning, containing Ninety Five acres, more or less, after excepting therefrom Two acres of the east side, conveyed to Hugh W. Adow.

The plaintiff Estlin Hildreth and William Hildreth her husband, came in lawful possession and acquired title to said premises by virtue of a warranty deed to them by William Hildreth Jr. and Elizabeth Hildreth his wife, September 24<sup>th</sup> 1850, and have ever since been the lawful owners and occupants of said premises.

Second - About May 16<sup>th</sup> 1828, the said defendant, William D. Price and her only brothers James P. Price, Alexander Price, John H. Price and Ann Price, the only sister of William D. Price, and lawful heirs of William Price then deceased, became the lawful owners of all the Real Estate contained in the above Virginia Military Survey, No. 5630 and 6510, by deed from Daniel Call, Executor of the estate of Robert Means deceased, deeded by the Superior Court of Chancery for the Richmond District in the State of Virginia, to make said deed.

The above named Alexander Price died a minor and without issue; the said James P. Price, Ann Price, John H. Price and William D. Price, the only surviving heirs of Alexander Price, became the lawful owners of the estate of Alexander Price, including one-fifth (1/5) of the above described premises.

The said James P. Price and wife, Ann Price who had become Ann Lyburn by marriage, and her husband by their attorneys in fact John H. Price, and John H. Price for himself by general warranty deed, conveyed to William Hildreth Jr. on October 21<sup>st</sup> 1848, Five Hundred Acres of land of which the above described premises are a part.

There being no record of William D. Price ever conveying his one-fifth (1/5) interest in said real estate to any person except a deed to Lewis M. Perchman by the said William D. Price and William Duval Cummings, but said deed being void for the reason of not being duly acknowledged and not having been transferred, and if the said William D. Price is living is unknown and if he has heirs they are unknown, and the said Lewis M. Perchman is unknown to this plaintiff.

Third: The plaintiff therefore believes that said defendants have no claim or interest in said premises whatever, and that the above stated fact is a cloud upon plaintiff's title, and that plaintiff comes into court to do equity and seeking to have said cloud removed.

Plaintiff therefore prays that her title to said premises be quieted and that the defendant be forever barred from having or claiming any right to said premises, and for such relief as seems necessary and equitable.

F. A. Thompson, Atty. for Plff.

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The State of Ohio, Union County, ss.

The plaintiff, Esther Hildreth makes solemn oath and says; that the statements herein contained in the foregoing petition are true as she verily believes.

Esther Hildreth

Sworn to before me by Esther Hildreth, and by her signed in my presence this 17<sup>th</sup> day of February A.D. 1897.

W. M. Stringer

Notary Public, Union County, Ohio.

Affidavit for Publication 7316

On the 18<sup>th</sup> day of February A.D. 1897, the following Affidavit was filed with the Clerk of this Court, to-wit:

Esther Hildreth

Court of Common Pleas Union County, Ohio.

vs  
William D. Price & the unknown heirs of William D. Price, Lewis W. Berclain & the unknown heirs of Lewis W. Berclain

And now comes the said plaintiff Esther Hildreth and makes solemn oath that the residence of William D. Price and Lewis W. Berclain, and the names and residences of their heirs if they have heirs, the defendants in this action are unknown to the plaintiff, and by reasonable search and diligence their residence can not be ascertained, or the residence of the said heirs, if there are such heirs now living, and that summons can not be made on said defendants, and that this case is one of those mentioned in Section 5048, Revised Statutes of Ohio; further this affiant saith not.

Esther Hildreth

Sworn to before me by said Esther Hildreth, and subscribed by her in my presence, this 17<sup>th</sup> day of Feb. A.D. 1897.

W. M. Stringer

Notary Public.

Union County, O.

Proof of Publication. 7316

On the 9<sup>th</sup> day of April A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Esther Hildreth

Court of Common Pleas, Union County, Ohio.

vs  
William D. Price & the unknown heirs of W<sup>th</sup> D. Price deceased & Lewis W. Berclain & the unknown heirs of Lewis Berclain, deceased.

William D. Price, and the unknown heirs of William D. Price, deceased, and Lewis W. Berclain, and the unknown heirs

Entry 7316

and that the me for in tom been bound (1) being clear of to more court east into April May Affidavit The of Printer. a con pap said of the the the

and devisees of Lewis M. Rowland deceased, will take notice that on the 18th day of February A.D. 1897, Esther Hildreth, the plaintiff in the Court of Common Pleas, duly commenced a civil action against them in case No. 7316, praying for a decree to quiet her title and possession in the following described real estate, situate in the Township of Luskburg, County of Union, State of Ohio, and being a part of Military Survey Nos. 5630 and 6510 and bounded and described as follows, viz:

Beginning at the northeast corner of lot No. one (1), conveyed to David Hildreth, by William Hildreth Sr. it being a part of the land entered in the name of Robert Means, and in survey No. 5630; thence west on the line of lot No. one, (1) 210 poles to a stake; thence South 82 poles to a stake; thence east 210 poles to a stake in the above mentioned east line; thence north 80 poles to the beginning, containing 95 acres - after excepting therefrom, five acres off the east side.

The defendants herein, are hereby notified to come into Court and answer to plaintiffs petition, on or before April 24th 1897, or judgment will be taken against them.

F.A. Thompson  
Attorney for Plaintiff

Waymire O. February 25, 1897.

Printers Fee \$ 9.25

Affidavit of Printer. 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 Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with February 25, 1897.

A. J. Hare

I sworn to and subscribed before me this 9th day of April, 1897.

(Seal)

Geo. F. Gravel  
Deputy Clerk of Court.

On the 30th day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7316

Esther Hildreth  
vs  
William D. Price et al  
the unknown heirs of  
William D. Price decd,  
Lewis M. Rowland et al  
the unknown heirs of  
Lewis M. Rowland, decd.

Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff by her 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 finds 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 had the legal estate in, and was 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 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 Estlin Hildreth, to all and singular the premises in the petition described, to-wit, situate in the Township of Leeburg, County of Union, State of Ohio, part of Survey No. 5630 and 5510.

Beginning at the south east corner of Lot No. one, conveyed to David Hildreth by William Hildreth Jr. it being a part of the land entered in the name of Robert Means and in Survey No. 5630; thence west on the line of Lot No. one, 210 poles to a stake; thence south 80 poles to a stake; thence east 210 poles to a stake in the above mentioned east line; thence north 80 poles to the place of beginning, containing 95 acres more or less, after excepting therefrom ten acres off the east end, conveyed to Hugh W. Adair, he and the same hereby are, quieted as against the defendants, and each and every 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 adverse to the title and possession of said Estlin Hildreth, his heirs or assigns thereto; that the plaintiff herein shall pay all costs accrued in this case.

F. A. Thompson  
Attorney for Plaintiff.

Attest,

J. N. Gosnell

Clerk.

By J. N. Gosnell, Deputy.



Petition  
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Please continued and held at the Court House in Mansfield, 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 Court of the Term of April, to-wit: on the 19<sup>th</sup> 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 5<sup>th</sup> day of March A.D. 1897, H. W. Ballinger filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Samuel Shumard Assignee & other to-wit:

Petition  
7275-

H. W. Ballinger  
vs  
Samuel Shumard, Assignee  
et al: Caleb F. Hains,  
Margaret D. Hains;  
Joseph J. Dickinson;  
Union Banking Company.

Court of Common Pleas  
Union County, Ohio.

Plaintiff says: the defendant Caleb F. Hains, on the 14<sup>th</sup> day of December A.D. 1895, made and delivered to this plaintiff, H. W. Ballinger, his promissory note of that date and thereby promised to pay to the said H. W. Ballinger or bearer, the sum of three hundred thirty five and 75/100 Dollars (\$335.75) on the 14<sup>th</sup> day of December A.D. 1896, for value received, with 8 per cent interest before due and (8) eight per cent after due, interest to be paid annually.

The defendant, Caleb F. Hains, Margaret D. Hains on the 14<sup>th</sup> day of December A.D. 1895, to secure the payment of said note executed and delivered to the plaintiff his mortgage deed and thereby conveyed to the said H. W. Ballinger, defendant, herein, his heirs and assigns, the lands and tenements described as follows:

Situate in the County of Union, in the State of Ohio, and in the Survey 13320 and bounded and described as follows, viz:

Beginning at a stone and bricks in the westerly line of survey No. 13320, N. 6 1/2° W. 27.8 poles from the southwesterly corner of said survey; thence with said survey line (with meanderings) N. 6 1/2° W. 87.6 poles to a stone and bricks witness small Hickory N. 9° W. 41 feet) corner to Boyd Thornton's land; thence with one of his lines N. 83 1/4° E. 123 poles to a stone and brick, another of said Thornton's corners; thence with another of his lines N. 7 1/2° W. 82 1/2 poles to a stone and brick, witness a large dead bush S. W. 10 feet in the north line of said survey No. 13320 and northwesterly corner to a tract of land, containing 210 1/4 acres in the name of John Gray; thence with the southerly line of said tract or westerly line of said survey No. 13320 N. 52 1/4° E. 72 1/10 poles to a stone and brick witness small Ash S. W. five feet northwesterly corner to said

Survey No. 13320; thence with the easterly line of said survey, S.  $8\frac{1}{2}^{\circ}$  E. 66 poles to the center of the Newton Gravel Road; thence with the center of said road south  $33^{\circ}$  E. 49 poles; thence south  $69^{\circ}$  W. 25 poles to a stone in the last mentioned survey line; thence with said line south  $84\frac{1}{2}^{\circ}$  E. 44.55 poles to a stone and brick in said line north  $5\frac{1}{2}^{\circ}$  W. 28.90 poles from the southeasterly corner of said survey No. 13320; thence N.  $82\frac{1}{2}^{\circ}$  W. 202 poles to the beginning, containing One Hundred and Forty Nine Acres of land more or less.

Said premises being part of the lands of which Joshua B. Hains deceased died seized.

The condition contained in said mortgage was in substance that if the said Galat F. Hains should well and truly pay or cause to be paid his promissory note given December 14<sup>th</sup> A.D. 1885, and due in one year at eight per cent interest to said A. M. Ballenger for the sum of Three Hundred Thirty Five and 75/100 Dollars (\$335.75) then the said mortgage deed should be void, otherwise to be and remain in full force and virtue.

On the 18<sup>th</sup> day of January A. D. 1896, at one o'clock and 30 minutes (1.30) P.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded February 1<sup>st</sup> 1896, in Union County Record of Mortgages Volume, 22 Page 457. The said deed has become absolute.

There is due and remaining unpaid upon said indebtedness the sum of Seven Hundred Twenty one and 60/100 Dollars (\$721.60) with interest thereon from December 14<sup>th</sup> 1896.

Galat F. Hains made an assignment on the 22<sup>nd</sup> day of November A. D. 1894, to Samuel Sherwood defendant herein for benefit of creditors.

On December 12<sup>th</sup> 1894 the note hereinbefore described secured by mortgage as aforesaid made by said Galat F. Hains to said A. M. Ballenger, was by plaintiff presented to the said Samuel Sherwood, as said assignee for allowance as a first and valid claim against the estate of said assignor, and a lien on said premises.

Said assignee took said note and held same in his possession until about June 18<sup>th</sup> 1896, when plaintiff received a letter from said assignee that said mortgage had been cancelled; and said note was by said assignee returned to said A. M. Ballenger without acceptance of the same.

On or about February 2<sup>nd</sup> 1895, said assignee filed his petition in Probate Court of Union County, Ohio, asking an order to sell the premises in the petition described.

And such orders were made by said Probate Court that:

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On the 6<sup>th</sup> day of April 1890, said assignee sold said premises for the sum of Four thousand eight hundred and fifty one Dollars (\$4851.00) payable one third cash, balance in one and two years in equal payments.

The last payment on said premises is not yet due and has not been paid to the said assignee.

There is sufficient assets still in the hands of said assignee to pay plaintiffs claim.

Afterwards to wit on December 24<sup>th</sup> 1896 plaintiffs claim as heretofore described was presented to said Samuel Sherwood as said assignee duly verified as the Statute requires for allowance or rejection.

Said assignee refused to allow said claim as a just and valid claim against the estate of said assignor.

Plaintiff therefore prays that an order be granted by this Court, directing Samuel Sherwood as said assignee to allow the said claim to this plaintiff as a just and valid claim against the estate of the said Caleb F. Haines as assignor herein, and for all proper relief in this case.

L. Ripon  
Attorney for Plaintiff.

State of Ohio }  
Union County } ss:

H. M. Ballinger being duly sworn according to law says that the facts stated and allegations in his foregoing petition are as he believes true.

H. M. Ballinger.

Sworn to before me by H. M. Ballinger and by him subscribed in my presence, this 2<sup>nd</sup> day of January 1897.

J. N. Grinnell Clerk  
By Geo A. Grinnell Deputy

I hereby waive the issuing and service of summons in this case and voluntarily enter my appearance herein this 4<sup>th</sup> day of January, 1897.

Joseph J. Dickinson, for  
J. E. Griffith his Attorney.  
The Union Banking Company  
By J. H. Kinkeade his Atty.  
Margaret D. & Caleb F. Haines  
By R. McCarty Attorney.  
Samuel Sherwood, Assignee,  
By John W. Brodick his Attorney.

State of Ohio, Union County ss:

L. Ripon being duly sworn according to law, says that he is the Attorney of the plaintiff herein, H. M. Ballinger, duly authorized in the premises, that the said H. M. Ballinger the plaintiff herein is not a resident of this said County of Union and the facts stated and allegations of said H. M. Ballinger are as affiant believes true. L. Ripon

came to before me and subscribed in my presence  
 this 27 day of March A.D. 1897.

(Seal)

J. N. Russell Clerk  
 By Geo. A. Russell Deputy.

On the 15<sup>th</sup> day of February A.D. 1897, the following Demurrer  
 was filed with the Clerk of this Court, to-wit:

Demurrer  
 7275

H. M. Ballenger  
 vs  
 Samuel Sherwood Assignee,  
 & Caleb F. Haines et al

Court of Common Pleas  
 Union County, Ohio.

And now comes the said defendant Samuel  
 Sherwood, Assignee, for the benefit of the creditors of Caleb F. Haines,  
 by his Attorney, and demurs to plaintiffs petition herein filed, and  
 for ground therefor says:

That said petition does not state facts sufficient to  
 constitute a cause of action.

John M. Brodrick  
 Attorney for Samuel Sherwood,  
 Assignee.

On the 27 day of April A.D. 1897, the following Answer of Samuel  
 Sherwood, Assignee, was filed with the Clerk of this Court, to-wit:

Answer  
 7276

H. M. Ballenger,  
 vs  
 Samuel Sherwood Assignee et al,  
 Caleb F. Haines, Margaret D. Haines,  
 Joseph J. Dickinson & Union  
 Banking Company.

Court of Common Pleas  
 Union County, Ohio.

And now comes the said defendant Samuel  
 Sherwood, and for his separate Answer to plaintiffs petition  
 herein, admits that on the 22<sup>nd</sup> day of November 1894, Caleb F.  
 Haines made an assignment for the benefit of his creditors to  
 said Samuel Sherwood, and that therefore said Sherwood duly  
 qualified.

That on or about February 2<sup>nd</sup> 1895, said assignee filed  
 his petition in the Probate Court of Union County Ohio, asking  
 an order to sell the premises described in plaintiffs petition,  
 and that such proceedings were had thereon; that on the 8<sup>th</sup>  
 day of April, 1895, said assignee conveyed said premises to the  
 purchaser thereof for the sum of \$4851.00, and said defendant  
 Samuel Sherwood denies each and every allegation contained  
 in plaintiffs petition not herein specifically admitted.

III. Second defense.

Further answering plaintiffs said petition, said def-  
 endant Samuel Sherwood says that on the 22<sup>nd</sup> day of  
 November 1894, the said defendant, Caleb F. Haines conveyed all  
 his property to said defendant Samuel Sherwood in trust for  
 the benefit of the creditors of said Haines.

That on said day the said deed of assignment was

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duly filed in the Probate Court of Union County, Ohio,  
 That said Samuel Sherwood thereupon duly qualified,  
 and letters of assignment were issued to him as such assignee  
 by said Probate Court.

That the real estate of said Caleb F. Harris was in-  
 cumbered by liens, and in order to settle all questions in regard  
 thereto, said Sherwood as such assignee, did on the 2<sup>nd</sup> day of  
 February 1895, file his petition in the Probate Court of Union  
 County, Ohio. Said Court then and there having full and com-  
 plete jurisdiction thereof, against the said Caleb F. Harris, Margaret  
 D. Harris, A. M. Ballenger, the plaintiff herein, Joseph J. Dickinson and  
 The Union Banking Company, the object and prayer of which pe-  
 tition was to determine the validity and priority of all liens  
 on said premises, and for an order to sell the same to  
 pay debts of said assignor.

All of said defendants were duly served with process, or  
 voluntarily waived the issuing and service of summons and  
 entered their appearance to said petition.

Said A. M. Ballenger, plaintiff, by a written waiver duly  
 waived the issuing and service of summons and voluntarily  
 entered his appearance in said action which was filed in said  
 Probate Court February 11<sup>th</sup> 1895.

The said action was numbered on the records of  
 said Probate Court as No. 4530; such proceedings were had in  
 said cause, that on the 1<sup>st</sup> day of March 1895, said assignor  
 was ordered to sell said premises, and on the 6<sup>th</sup> day of April  
 1895, he sold the same to B. F. Norris, which sale was on April  
 8<sup>th</sup> 1895, duly approved and confirmed by said Court, and said  
 assignee thereupon conveyed the same to said Norris.

The said plaintiff herein failed to answer or dissent  
 to said petition in said Probate Court, and on the 8<sup>th</sup> day of  
 April 1895, said Court in accordance with the provisions of the  
 Statute in such cases made and provided, duly ordered that his  
 said mortgage as set up in his petition herein be canceled on  
 the records of mortgages of said County of Union, and the same  
 was thereupon duly canceled on the records thereof by order of said  
 Court.

Afterward to-wit, on the 22<sup>nd</sup> day of December, 1896, said A. M. Bal-  
 lenger filed his motion in said Probate Court asking to have said  
 Court's <sup>and</sup> ~~undoubted~~ judgment and findings opened up and that he be permitted to file  
 his answer and cross petition thereon, which motion was argued by  
 counsel and submitted to the said Probate Court who thereupon on  
 the 21<sup>st</sup> day of December 1896, did overrule said motion, which find-  
 ings and judgment of the Probate Court aforesaid remain in full  
 force, no appeal taken therefrom and no petition in error was  
 prosecuted to obtain a reversal thereof.

Said defendant Samuel Sherwood as such assignee  
 having fully answered the allegations of plaintiff's petition asks  
 that he go hence without day and recover his costs herein.

John M. Prodnick Atty. for Deft. Samuel Sherwood.

The State of Ohio, Union County, ss:

Samuel Sherwood the above named defendant, being sworn makes oath that the facts stated in the foregoing answer are, as affiant believes, true.

Samuel Sherwood.

Sworn to by said Samuel Sherwood before me and signed by him in my presence this 5<sup>th</sup> day of April A.D. 1897.

Sealed

J. N. Gosnell Clerk

On the 19<sup>th</sup> A.D. 1897, the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer. 7275

H. M. Ballinger  
vs  
Samuel Sherwood Assignee  
of Galat F. Harris et al.

Court of Common Pleas,  
Union County Ohio.

And now comes the plaintiff, herein, H. M. Ballinger, and demurs to the second cause of defense set forth in the answer of the defendant Samuel Sherwood, Assignee, and for ground of his demurrer, says that the facts stated in said second defense, in said answer are not sufficient to constitute a defense.

L. Piper Ed  
Postor & Postor  
Attorneys for Plaintiff.

On the 21<sup>st</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7275

H. M. Ballinger  
vs  
Samuel Sherwood, Assignee of  
Galat F. Harris et al.

Court of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard on demurrer to the second cause of action set up in the answer of the defendant, Samuel Sherwood as said assignee; was argued by counsel;

Whereupon by consent of plaintiff and defendant, Samuel Sherwood Assignee, the cause upon its merits, without the intervention of a jury, was submitted to the Court:

On consideration whereof, the Court on the issues joined, find for the plaintiff.

The Court further finds that the said note set up in the plaintiffs petition, is a valid claim against the estate of the said Galat F. Harris, said assignor, and should be allowed by said Samuel Sherwood, as such assignee, in the sum of Three Hundred Thirty Five and 75/100 Dollars (\$335<sup>75/100</sup>), with interest at the rate of eight per cent per annum before due and eight per cent per annum after due, to be paid annually, from and after

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December 14<sup>th</sup> A.D. 1895, subject to a credit of Twenty Five Dollars (\$25.00) paid on said note on September 15<sup>th</sup> A.D. 1890, but on question of a lien or priority of lien as to the mortgage, set up in plaintiffs said petition is passed upon by said Court.

It is therefore considered, ordered and adjudged by the Court, that the said defendant, Samuel Sherwood, as said assignee of said Caleb F. Harris, allow the said claim of plaintiff herein, as above found, in the settlement of his Trust.

It is further considered and ordered, that the said H. W. Ballinger plaintiff herein, recover from the said Samuel Sherwood, as said assignee, his costs herein expended, taxed at \$7.<sup>00</sup>.

L. Piper Esq  
Porter & Porter  
Attorneys for Plaintiff  
Proctor for Sherwood.

Attest

J. M. Hosnell  
Clerk.

By Jno A. Hosnell Deputy.



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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 10th Judicial District of the State of Ohio, before the Honorable John A. Price, 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 Six.

Be it remembered that heretofore to-wit, on the 31st day of August A.D. 1896, Elizabeth J. Lee filed in the Clerk's Office of the said Court of Common Pleas, the following transcript from the Probate Court, to-wit:

Certified Copy of Journal Entry Probate No. 2570 No. 7157

In the State of Ohio, Union County, ss: In Probate Court June Term, 1896. Elizabeth J. Lee against Mary R. Lee, Administratrix &c. Certified Copy of Journal Entry on Exceptions, In the Probate Court of Union County, Ohio. In the matter of the Guardianship of Elizabeth J. Lee, a Minor. June 20th 1896. On Exceptions to first and final account.

This day came Elizabeth J. Lee, by Mrs. H. Mendenhall her attorney and presented to the Court her written exceptions to the first and final account of Mary R. Lee, Administratrix of the estate of Robert F. Lee, deceased Guardian of said Elizabeth J. Lee.

Whereupon the Court being fully advised in the premises do order said exceptions filed, and do further order that said exceptions be heard by the Court on the 11th day of July A. D. 1896 at One O'clock P. M. and matters continued.

James M. Campbell, Probate Judge

In the Probate Court of Union County, Ohio. In the matter of the Guardianship of Elizabeth J. Lee. No. 3540. July 11th 1896. Entry on Motion to Confirm &c.

This day this matter came on to be heard on motion to confirm the first and final account of Mary R. Lee, as Administratrix of the estate of Robert F. Lee deceased, Guardian of said Elizabeth J. Lee, and also to be heard upon the exceptions to the said account presented by said Elizabeth J. Lee.

Whereupon it appearing to the Court that said Administratrix has given notice of the filing of said account by publication in "The Marysville Tribune" a newspaper published, and of general circulation in Union County, Ohio, for not less than three consecutive weeks from and after the 17th day of June A. D. 1896, the said notice is hereby approved.

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And thereupon the hearing of this matter upon said motion and exceptions proceeded, and the same were argued by Counsel and submitted to the Court.

Whereupon it is ordered that said matter stand continued, for the findings and orders of the Court in the premises, until the 27<sup>th</sup> day of July A.D. 1896, at 9 O'clock A.M.

James M. Campbell, Probate Judge.

In the Probate Court of Union County, Ohio.

In the matter of the No. 2540. July 27<sup>th</sup> 1896.

Guardianship of } Entry on Motion to Compromise Account &c.  
Elizabeth J. Lee }

This day this matter came on to be heard, pursuant to continuance, upon motion to compromise the final account in the premises, and the Exceptions thereto filed by said Ward.

Whereupon the Court being fully advised, finds that said Elizabeth J. Lee, ward as aforesaid, became of full age, February 17<sup>th</sup> 1892; and that the promissory note for \$400<sup>00</sup>, dated March 3<sup>rd</sup> 1891, and claimed as a credit in said account, was made and delivered by the said Robert F. Lee in his lifetime, to his said Ward, in full settlement of the balance due said Ward on account of said Guardianship.

The Court further finds that the exceptions in the premises to the item of \$45<sup>00</sup>, claimed as a credit in said account for compensation paid said Guardian, is well taken in this; that said compensation was included in said settlement; but all other exceptions to said account are hereby overruled.

It is, therefore considered, ordered and adjudged by the Court, that said item of \$45<sup>00</sup> be stricken from said account as a particular credit, but that the amount thereof be added to the first item of credit, to-wit; \$278<sup>42</sup>, and that the total sum so arising, to-wit; \$324<sup>00</sup>, be allowed as a credit, without vouchers, for the purpose of balancing said account.

Wherefore the Court now find the estate of said Guardian chargeable with assets belonging to said Ward in the sum of \$759<sup>83</sup>; and that said Estate is entitled to credits in the sum of \$759<sup>83</sup>; leaving no balance of assets in the hands of said Administrator due said Ward, as shown by the vouchers and evidence produced to the Court, and said account is therefore allowed and confirmed with the change of credit mentioned.

It is further ordered and adjudged by the Court that said Administrator out of the estate of said Ward, pay the costs arising on said account, taxed at \$5.75, in ten days.

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That said Administrator, out of the estate of said Robert F. Lee deceased, pay one-half of the costs arising on the joint account of said Guardianship, heretofore filed by the said Administrator and dismissed by the Court, taxed at \$1<sup>00</sup>, in ten days; and that said Administrator also, out of the estate of said decedent, pay one-half of the costs arising on said exceptions, to-wit: \$3.13.

It is further ordered and adjudged that said exceptions, Elizabeth J. Lee, pay one-half the costs arising on said exceptions, to-wit: \$3.13; and that a complete record of proceedings on said account and exceptions be made and thereupon came the said exceptor, by W<sup>m</sup> H. Merchant her Attorney, and excepted to the findings and orders of the Court in overruling said exceptions, confirming said account and in taxing one-half the costs, as aforesaid to the Exceptor, and gave notice of appeal to the Court of Common Pleas of Union County, whereupon the Court fix the appeal bond at \$100<sup>00</sup>, and matter continued.

James McCampbell, Probate Judge.

In the Probate Court of Union County, Ohio.

In the matter of the No. 2370. August 12<sup>th</sup> 1896.

Guardianship of } Entry on Filing Appeal Bond.  
Elizabeth J. Lee.

Now comes the said Elizabeth J. Lee and gives her written undertaking, as provided by law, for an appeal from certain orders of this Court, on exceptions to the Guardian's final account in the premises, to the Court of Common Pleas, in the sum of \$100<sup>00</sup>, with Emma R. Lee and A. J. Rigdon as sureties, which undertaking is hereby approved by the Court and ordered filed.

It is further ordered that a certified transcript of the Journal Entries in the premises be made and delivered to the Clerk of the Court of Common Pleas pursuant to law.

James McCampbell  
Probate Judge.

The State of Ohio, Union County, ss:

I, James McCampbell 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 exceptions to the first and final account of Mary R. Lee, Administrator of Robert F. Lee deceased, Guardian of Elizabeth J. Lee, and

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that said foregoing copies has been compared by me with the original entries on said journal, and 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 26<sup>th</sup> day of August A.D. 1896.  
James M. Campbell Probate Judge.

On the 6<sup>th</sup> day of October A.D. 1896, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7184 Elizabeth J. Lee vs. Mary R. Lee, Admtr. of Robert F. Lee Guard, & Elizabeth J. Lee  
County of Common Pleas  
Winn County, Ohio.

In the matter of the Settlement of Account of R. F. Lee Guardian of Elizabeth J. Lee, as filed by Mary R. Lee Administratrix of Robert F. Lee deceased.

This cause came on to be heard by the Court on the transcript and files in the case from the Probate Court of Winn County, and a jury being waived and it was submitted to the Court on the evidence and argument of Counsel; and the Court being fully advised in the premises do find that Robert F. Lee as Guardian of plaintiff received from the estate of Mrs Gabriel deceased on the 17<sup>th</sup> day of September 1881, for his said Ward, Elizabeth J. Lee the sum of One Hundred and Fifty Eight & 9/100 Dollars, he has never paid her, for which sum with interest at six per cent said guardian is still liable.

It is therefore considered ordered and adjudged by the Court that there is due said plaintiff from said Guardian said sum and interest all amounting to Three Hundred and Two & 7/100 Dollars, which sum with the costs on this appeal from the Probate Court the defendant Mary R. Lee as Administratrix of the estate of Robert F. Lee deceased.

It is therefore considered and adjudged by the Court that plaintiff recover of said defendant Mary R. Lee Administratrix said sum of Three Hundred and Two & 7/100 Dollars, together with her costs expended herein on appeal taxed to \$ 5<sup>00</sup>.

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 to all of which defendant excepts, and give notice of her intention to appeal; motion for new trial filed and motion overruled and no bond required.

L. Ripper of Counsel  
for Defendant.

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

Case continued and held at the Court House in Mansfield, 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 John F. Rice, Judge of said Court, of the Term of September, 1896; on the 7<sup>th</sup> day of September, in the year of our Lord one thousand eight hundred and ninety six.

Be it remembered that heretofore 1896, on the 31<sup>st</sup> day of August A.D. 1896, the following Transcript from the Probate Court was filed in the Clerk's office of the said Court of Common Pleas, to-wit:

The State of Ohio, }  
 Union County, ss. }  
 In the Probate Court, June Term, 1896.

Transcript  
 from the  
 Probate Court.  
 On Appeal.

Emma R. Lee, formerly  
 Emma R. Lee, )  
 vs )  
 Mary R. Lee, Administratrix &c.

No. 2540. Journal Vol. 17, Page 240 &c.  
 Certified Copies of Journal Entries, re Except-  
 ions to Guardian's Final Account.

In the Probate Court of Union County, Ohio.  
 In the Matter of the }  
 Guardianship of Emma } June 20<sup>th</sup> 1896.  
 R. Lee Lee, a minor. }  
 On Exceptions to First and Final Account.

This day came Emma R. Lee Lee by Wm H. Duvshant her Attorney and presented to the Court her written exceptions to the First and Final Account of Mary R. Lee, Administratrix of the estate of Robert F. Lee, deceased Guardian of said Emma R. Lee Lee.

Whereupon the Court being fully advised in the premises do order said exceptions filed, and do further order that said exceptions be heard by the Court on the 11<sup>th</sup> day of July A.D. 1896, at one o'clock P.M. and matter continued.

James M. Campbell, Probate Judge.

In the Probate Court of Union County, Ohio.  
 In the Matter of the } No. 2540. }  
 Guardianship of } }  
 Emma R. Lee. } }  
 Entry on Motion to Confirm &c.

This day this matter came on to be heard on motion to confirm the first and final account of Mary R. Lee, as Administratrix of the Estate of Robert F. Lee, deceased Guardian of said Emma R. Lee, and also to be heard upon the Exceptions to the said account presented by the said Emma R. Lee.

Whereupon, it appearing to the Court that said Administratrix has given notice of the filing of said account by publication in "The Mansfield Tribune," a newspaper published, and of general circulation in Union County, Ohio, for not less than three consecutive weeks from and after the 17<sup>th</sup> day of June A.D. 1896, the said



notice is hereby approved.  
 And thereupon the hearing of this matter upon said Motion and Exceptions proceeded, and the same were argued by Counsel and submitted to the Court.  
 Whereupon it is ordered that said matter stand continued, for the findings and orders of the Court in the premises, until the 27th day of July A.D. 1896. at 9 O'clock A.M.  
 James M. Campbell Probate Judge

In the Probate Court of Union County, Ohio.  
 In the Matter of the No. 2540. July 27th 1896.  
 Guardianship of | Enting on Motion to Confirm Account of  
 Emma R. Lee

This day this matter came on to be heard, pursuant to continuance, upon motion to confirm the final account in the premises, and the exceptions thereto filed by said Ward.

Whereupon the Court being fully advised, finds that said Emma R. Lee, Ward as aforesaid, became of full age March 30th 1885; and that the promissory note for \$200.00, dated September 1st 1887, and claimed as a credit in said account, was made and delivered by the said Robert F. Lee, in his lifetime, to his said Ward, in full settlement of the balance due said Ward on account of said Guardianship - The Court further finds that the exceptions in the premises to the item of \$45.00 claimed as a credit in said account for compensation paid said guardian, is well taken in this; that said compensation was included in said settlement; but all the other exceptions to said account are hereby overruled.

It is therefore considered, ordered and adjudged by the Court that said item of \$45.00 be stricken from said account as a particular credit, but that the amount thereof be added to the first item of credit, to-wit: \$478.42, and that the total sum so arising to-wit: \$524.08, be allowed as a credit, without vouchers, for the purpose of balancing said account.

Wherefore the Court now find the estate of said Guardian chargeable with assets belonging to said ward in the sum of \$759.53; and that said estate is entitled to credits in the sum of \$759.53, leaving no balance of assets in the hands of said Administrator due said Ward, as shown by the vouchers and evidence produced to the Court, and said account is therefore allowed and confirmed with the change of credits mentioned.

It is further ordered and adjudged by the Court that said Administrator, out of the estate of said Ward, pay the costs arising on said account taxed at \$5.75 in ten days; that said Administrator, out of the estate of said Robert F. Lee deceased, pay one-half of the costs arising

on the joint account of said Guardianship: heretofore filed by the said Administratrix and dismissed by the Court, taxed at \$125, in ten days; and that said Administratrix also, out of the estate of said decedent, pay one-half of the costs arising on said exceptions, to-wit: \$31.33.

It is further ordered and adjudged that said Exceptor, Emma R. Lee - whose name the Court now finds to be, by intermarriage, Emma R. Lee - pay one-half the costs arising on said exceptions, to-wit: \$31.33; and that a complete record of proceedings on said account and exceptions be made.

And thereupon came the said Exceptor, by Wm. W. Merchant, her Attorney, and excepted to the findings and orders of the Court in overruling said exceptions, confirming said account, and in taxing one-half the costs, as aforesaid, to the Exceptor, and gave notice of appeal to the Court of Common Pleas of Union County.

Whereupon the Court fix the appeal bond at \$100.00, and matter continued.

James M. Campbell, Probate Judge.

In the Probate Court of Union County, Ohio,  
In the matter of the No. 2540. August 12<sup>th</sup> 1896.

Guardianship of Emma R. Lee || Entry on filing Appeal Bond.

This day came Emma R. Lee (formerly Emma R. Lee) and gave her written undertaking, as provided by law, for an appeal from certain orders of this Court on exceptions to the Guardians final account in the premises to the Court of Common Pleas, in the sum of \$100.00, with Elizabeth J. Lee and A. J. Rigdon as sureties, which undertaking is hereby approved by the Court, and ordered filed.

It is further ordered that a certified transcript of the Journal Entries in the premises be made and delivered to the Clerk of said Court of Common Pleas pursuant to law.

James M. Campbell, Probate Judge.

The State of Ohio, Union County ss:

I James M. 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 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 exceptions to the first and final account of Mary R. Lee, Administratrix

Entry  
7, 1895

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of Robert F. Lee, deceased Guardian of Emma R. Lee, and that said foregoing Copie has been compared by me with the original entries 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 Raysville in said County, this 26<sup>th</sup> day of Aug. A.D. 1896.  
James McCampbell Probate Judge.

Great Seal

On the 6<sup>th</sup> day of October A.D. 1896, the following entry was filed with the Clerk of this Court, to-wit:

Entry  
7/185

Emma R. Lee  
vs  
Mary R. Lee, Administratrix  
of the estate of Robert F. Lee  
deceased, Guardian of  
Emma R. Lee.  
Court of Common Pleas  
Union County, Ohio.

In the matter of the settlement of account of R. F. Lee, deceased, Guardian of Emma R. Lee, as filed by Mary R. Lee Administratrix of Robt. F. Lee, deceased.

This day came on this cause to be heard by the Court on the transcript and files in the case from the Probate Court of Union County, Ohio, and a jury being waived this was submitted to the Court on the evidence and argument of counsel; and the Court being fully advised in the premises do find that Robert F. Lee as guardian of plaintiff received from the estate of Mrs. Gabriel deceased on the 17<sup>th</sup> day of September, 1851, for his said ward Emma R. Lee the sum of One Hundred and Fifty Eight & 90/100 Dollars, which he has never paid her or settled with her for which sum with interest at six per cent said Guardian is still liable.

It is therefore considered, ordered and adjudged by the Court, that there is due said plaintiff from said Guardian said sum and interest amounting to Three Hundred and Two & 70/100 Dollars, which sum with costs on this appeal from the Probate Court, the defendant Mary R. Lee, as Administratrix of the estate of Robert F. Lee deceased.

It is therefore considered and adjudged by the Court that plaintiff recover of said defendant Mary R. Lee Adm. said sum of Three Hundred and Two & 70/100 Dollars, together with her costs expended herein on appeal Total to \$4.96.

It is further ordered that the Clerk of this Court make out and file said Probate Court a transcript of the proceedings and judgment herein, to all of which defendant excepted, and gave notice of her intention to appeal; motion for non-trial filed and motion overruled, and no bond required.

L. Piper of Counsel  
for Defendant.

Attest, J. M. Gosnell Clerk  
By J. W. A. Gosnell Deputy.

Pleas continued and held at the Court House in Waynesville, within and for the County of Union, in the South Judicial District & the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, & 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 24th day of March A.D. 1897, the following transcript was filed in the Clerk's office of the said Court of Common Pleas to-wit:

In the Probate Court of Union County, Ohio - Entry.  
In the Matter of the No. 4269 February 26th 1897.  
Guardianship of Mary Turner - Imbecile Termination of Guardianship &c.

Transcript from the Probate Court.

This day this matter came on to be heard upon Motion to terminate guardianship pursuant to adjournment.

Whereupon the Court being fully advised in the premises, finds from the testimony that the said Anna McAllister, as the guardian of the said Mary Turner has been faithful and honest in the execution of her trust, and that she is wholly exonerated by the evidence from the charge of incompetency and negligence as such guardian.

The Court further finds that the said Mary Turner has been restored to her reason, and that by reason of such restoration, the necessity for said guardianship has ceased to exist.

It is therefore considered, ordered and adjudged by the Court that the said guardianship, as to the said Mary Turner heretofore granted by this Court, be and the same hereby is terminated, and the said Anna McAllister is ordered to present to this Court her final account and report in settlement of her said trust.

It is further considered and adjudged by the Court that the said Mary Turner pay the costs in this behalf taxed at \$ , and that a complete record in the premises be made.

And thereupon came the said Anna McAllister by Lemidas Piper her attorney, and gave written notice to the Court of her intention to appeal from the order aforesaid to the Court of Common Pleas, and the same is allowed by the Court without bond pursuant to the Statute for such case made and provided.

James McCampbell Probate Judge.  
The State of Ohio, Union County, ss:  
James McCamp 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

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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 guardianship of Mary Turner, an Imbecile, on motion to terminate same, 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 22<sup>nd</sup> day of March A.D. 1897.  
James M. Campbell Probate Judge.

On the 12<sup>th</sup> day of May A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7336  
In the matter of the Guardianship of Mary Turner, Imbecile  
vs  
Anna M. Allister

Court of Common Pleas  
Union County, Ohio.

Motion to dismiss on Appeal.

Now comes the plaintiff by her Attorney, and moves the Court to dismiss the appeal heretofore taken in this case, and for cause says:  
Said appeal is not authorized by the Statute of Ohio.

J. M. Kennedy  
Attorney for  
Mary Turner.

On the 14<sup>th</sup> day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7336  
In the matter of the Guardianship of Mary Turner, an Imbecile  
vs  
Anna M. Allister, Guard, &c.

Court of Common Pleas  
Union County, Ohio.

This day this cause came on for hearing on the motion of plaintiff to dismiss the appeal of the defendant; and the Court being fully advised in the premises do sustain said Motion.

It is therefore ordered and adjudged by the Court that said appeal stand dismissed, and that said plaintiff recover the costs of this appeal taxed at \$

It is further ordered by the Court that the Clerk of this Court issue a mandate returning this cause to the Probate Court of this County for further proceeding in pursuance of the order of said Court.

J. M. Kennedy  
L. Rippey Atty. for Anna M. Allister, Guard.

Attest,  
J. M. Gosnell Clerk  
By J. A. Gosnell Deputy.

Pleas continued and held at the Court House in Maysville, within and for the County of Union, in the South 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 27<sup>th</sup> day of January, in the year of our Lord One thousand Eight Hundred and Ninety Seven.

Legal Notice

Be it remembered that heretofore to-wit, on the 30<sup>th</sup> day of November A.D. 1896, Clarence G. Holycross filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Ida M. Holycross, to-wit:

Petition  
7245

Clarence G. Holycross  
vs  
Ida M. Holycross  
Court of Common Pleas  
Union County, Ohio.

Plaintiff says he has been a resident of Union County, Ohio, and said State for more than a year last past, and is now a bona fide resident of said County.

That on the 27<sup>th</sup> day of May A.D. 1886, he was married to the defendant whom he prays may be made a party hereto.

Plaintiff says that he has always been a provident husband to the defendant, furnishing her with necessary support and clothing, yet she disregarding her duties as a wife has been guilty of gross neglect of duty wholly neglecting the duties of a wife at abandoning the plaintiff's home and refusing and neglecting to return thereto.

The plaintiff therefore prays for a complete divorce from the defendant, each party released from the obligations thereof, and for all proper relief.

Clarence G. Holycross  
By J. M. Kennedy his Attorney.

Affidavit  
for  
Publication.  
7245

On the 30<sup>th</sup> day of November A.D. 1896, the following Affidavit was filed with the Clerk of this Court, to-wit:

Clarence G. Holycross,  
vs  
Ida M. Holycross  
Court of Common Pleas  
Union County, Ohio.

The plaintiff Clarence G. Holycross, being duly sworn says that the present residence and Post-Office address of the defendant is unknown to the plaintiff and that he has been wholly unable to find the same, and that a summons cannot be served on her in the State of Ohio, and that this affidavit is for publication of notice herein, and that this is one of the cases provided by law in such cases.

C. G. Holycross.

Sworn to and subscribed by the said Clarence G. Holycross before me this 30<sup>th</sup> day of November A.D. 1896

Entry  
7245

Legal Notice

J. W. Tilton  
Notary Public, Union County, Ohio.

Legal Notice

On the 12<sup>th</sup> day of February A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Legal Notice.

Ida M. Holycross, whose place of residence is unknown late of Columbus, Ohio, will take notice that on the 30<sup>th</sup> day of November, A.D. 1896, in the Court of Common Pleas of Union County, Ohio, where said action is now pending being Case No. 7245, the said Clarence Holycross filed his petition against said Ida M. Holycross praying for divorce from her the said defendant.

Said petitioner charges said defendant with gross neglect of duty.

Said petition will be for hearing after six weeks from the first publication of this notice.

Clarence G. Holycross  
J. M. Kennedy, Attorney.

The State of Ohio, Union County, ss:

The undersigned being 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 2<sup>nd</sup> 1896.

H. O. Shearer.

Sworn to and subscribed before me, this 12<sup>th</sup> day of February A.D. 1897.

Legal

J. N. Gosnell Clerk

Printed Fee, \$3.00.

Entry  
7245

On the 16<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Clarence G. Holycross  
vs  
Ida M. Holycross  
Court of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer and discovery, and the Court being fully advised in the premises do find for the plaintiff.

1<sup>st</sup> = That said parties were married as stated in the petition.

2<sup>nd</sup> = That said plaintiff is a resident of Union County, Ohio.

3<sup>rd</sup> = That said defendant has been guilty of gross neglect of duty as charged in said petition, and that due notice thereof has been served on her by publication. It is therefore considered, ordered and decreed by the Court that the plaintiff have a complete divorce from the defendant, that both parties be released from the obligations thereof, and for all proper relief in the premises upon payment of the costs of this action taxed at \$7.00.

Attest,

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

Pleas continued and held at the Court House in Mansfield, 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 Down, Judge of said Court, of the Term of April, to-wit: on the 19<sup>th</sup> 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 18<sup>th</sup> day of December A.D. 1895, George Burns filed in the Clerk's office of the said Court of Common Pleas, the following Petition against the Pittsburg, Cincinnati Chicago and St. Louis Railway, to-wit:

Petition  
7017

George J. Burns  
vs  
Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railway.

Court of Common Pleas  
Union County, Ohio.

Plaintiff says: defendant is a corporation, duly incorporated under the laws of the State of Ohio, and running and operating in and through the said County of Union.

That on the 30<sup>th</sup> day of July, 1895, controlled and managed a certain railway, with locomotives and cars in the County of Union.

Said defendant, at said time and place, had neglected and failed to maintain a fence sufficient to to turn stock.

That on or about the said 30<sup>th</sup> day of July, 1895, said plaintiff owned and was in possession of the following horses; to-wit: two, one a black mare, six years old and one a bay gelding, three years old of the value of \$350<sup>00</sup> dollars which horses then and there, by reason of said omission of defendant to fence, and without any fault of plaintiff, strayed upon the line of said railroad and were run against and killed by a locomotive and car managed by defendant's servants, to plaintiff's damage of \$350<sup>00</sup> dollars, for which he asks judgment, with interest from the 30<sup>th</sup> day of July, 1895.

Dyers & Dyers  
Attorney for Plaintiff

State of Ohio, County of Union, ss:

George J. Burns plaintiff, being sworn, says that he believes the facts stated in the above pleading to be true.

George J. Burns  
Sworn to before me and signed in my presence this 18<sup>th</sup> day of December, 1895.

Receipt Clerk =

Issue summons on the above parties in the case herein to the Sheriff of Union County, Ohio, returnable according to law, Endorsed "Action for Money only"

Summons.

Sheriff's Return.

Answer  
7017



Court House  
 Union, in  
 Common Pleas  
 Court, Judge  
 on the 19<sup>th</sup> day  
 of August  
 on the 18<sup>th</sup>  
 in the Clerk's  
 following Petition  
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 Plaintiff  
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 J. Burns  
 in my pro-  
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 only"

Summons.

amount claimed \$350<sup>00</sup>, with interest from the 3<sup>rd</sup> day  
 of July, 1895.

By Ed Ayers  
 Attorneys for Plaintiff.

On the 18<sup>th</sup> day of December A.D. 1895, the following Summons  
 was issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County,  
 To the Sheriff of Union County:

You are hereby commanded to notify the Pittsburg,  
 Cincinnati, Chicago and St. Louis Railway, that they have  
 been sued by George J. Burns, in the Court of Common  
 Pleas of Union County, and must answer by the 18<sup>th</sup> day of  
 January 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 30<sup>th</sup> day of December A.D. 1895.

Witness my hand and the seal of said Court,  
 this 18<sup>th</sup> day of December A.D. 1895;  
 J. N. Grand Clerk.

Afterward on the 21<sup>st</sup> day of December A.D. 1895, the Sheriff  
 of said County returned said Summons to the Clerk's office in  
 said County, which return is as follows:

Sheriff's Return.

The State of Ohio Union County, ss:

|                  |    |     |
|------------------|----|-----|
| Sheriff's Fee    | \$ | cts |
| Service & Return | 50 |     |
| Mileage          | 1  | 04  |
| Copy             |    | 20  |
| Total            | 1  | 74  |

Received this writ December 19<sup>th</sup> A.D. 1895,  
 at 10 O'clock A.M. and served same by delivering  
 a certified copy of this writ with the indorsement  
 into the hands of Mike Dea, Ticket Agent of the within  
 named defendant Railroad Company who has charge  
 of the Ticket office situated in said County, the President of said  
 Company having no residence or place of residence or business in  
 said County, the principal office of said Company not being kept  
 in said County.

Served on the 19<sup>th</sup> day of December 1895, personally.  
 Wm. Ludgrass Sheriff.

Answer 7017

On the 17<sup>th</sup> day of January A.D. 1896, the following Answer  
 was filed with the Clerk of this Court, to-wit:

George J. Burns  
 vs  
 The Pittsburg, Cincinnati,  
 Chicago & St. Louis  
 Railway Company.

And now comes the defendant the Pittsburg,  
 Cincinnati, Chicago and St. Louis Railway Company and for  
 answer to the plaintiff's petition, admits that it is a cor-  
 poration, and owns and operates a railroad extending through  
 Union County, Ohio, as stated in said petition.

It also admits that on or about July 3<sup>rd</sup> 1895, the  
 two horses in Plaintiff's petition referred to were struck and

killed by a train on Defendants railroad, but, it denies each and every other statement and avowment in said petition contained.

Second Defense:

And, for a second and further defense, the defendant denies that the two horses referred to in the plaintiffs petition strayed upon the defendants railroad by reason of the failure of the defendant to construct and maintain fences sufficient to turn stock, as is stated and claimed by the plaintiff in his petition, but they got upon the defendants right of way and railroad track at a private crossing on the lands of one Scott Robinson, at which private crossing there was constructed for the convenience of said Scott Robinson, the owner of the land adjoining the defendants right of way, a set of bars, which bars were in the line and constituted a part of the fence between the lands of said Robinson and the defendants right of way and which bars were when closed or shut sufficient to turn stock, but which bars without fault of the defendant had by the said Scott Robinson or other person or persons unknown to the defendant been left open or down and not closed, and by reason of said bars being left down as aforesaid, the said two horses strayed and passed through the opening occasional thereby, and got into the defendants right of way and track.

The defendant avers that it was the duty of the said Scott Robinson the owner of the land adjacent to the defendants right of way, and for whose benefit the private crossing aforesaid was constructed, to keep said bars shut and closed.

Wherefore, the defendant prays to be dismissed with its costs.

Frank Chance  
Attorney for Defendant.

The State of Ohio, Champaign County, ss:

Frank Chance, being sworn says that he is attorney for the defendant The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, a corporation organized under the laws of Ohio and other States, and that the statements contained in the foregoing answer are true as he verily believes.

Frank Chance

Sworn to by Frank Chance before me and by him signed in my presence this 16th day of January A. D. 1896.

Peter Kenage

Notary Public in and for Champaign County, Ohio.

Jan 40 c

On the 16th day of January A. D. 1896, the following Demurrer was filed with the Clerk of this Court, to-wit:

Demurrer  
7017

Entry on  
Demurrer  
7017

Entry  
7017

Amended  
Answer.  
7017

Demurrer  
7017

George J. Burns  
vs  
The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railway Company

Court of Common Pleas  
Union County, Ohio.

Plaintiff demurs to the second ground of defense  
in the answer, because:  
It does not state facts sufficient to constitute a  
defense.

Ryers & Ryers  
Attorneys for Plaintiff.

Entry on  
Demurrer  
7017

On the 4<sup>th</sup> day of May A.D. 1896, the following Demurrer  
was filed with the Clerk of this Court, to-wit:  
George J. Burns  
vs  
The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railway Company

Court of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard on  
the demurrer to the second ground of defense in the answer  
of defendant; the Court on consideration sustain the same; to which  
the defendant accepts.

Ryers & Ryers.

Entry  
7017

On the 12<sup>th</sup> day of October A.D. 1897, the following Entry was  
filed with the Clerk of this Court, to-wit:  
George J. Burns  
vs  
The Pittsburg, Cincinnati,  
Chicago & St. Louis  
Railway Company

Court of Common Pleas  
Union County, Ohio.

This day came the defendant herein, The Pitto-  
burgh, Cincinnati, Chicago and St. Louis Railway Company, and  
asked leave of the Court to file an Amended Answer.

On consideration whereof, the Court granted leave to the  
said defendant to file an Amended Answer herein forthwith,  
and said Amended Answer was accordingly filed this day.  
O.K.

Price, Judge.

Amended  
Answer.  
7017

On the 1<sup>st</sup> day of October A.D. 1896, the following Amended Answer  
was filed with the Clerk of this Court, to-wit:  
George J. Burns  
vs  
The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railway Company

Court of Common Pleas  
Union County, Ohio.

And now comes the defendant, The Pittsburg,  
Cincinnati, Chicago and St. Louis Railway Company, and for

answer to the plaintiff's petition, admits that it is a corporation, and owns and operates a railroad extending through Union County, Ohio, as stated in said petition.

It also admits that on or about July 3<sup>rd</sup>, 1890, the two horses in plaintiff's petition referred to were struck and killed by a train of defendant's railroad, but it denies each and every other statement and averment in said petition contained.

Second Defense:

And for a second and further defense, the defendant denies that the two horses referred to in plaintiff's petition strayed upon the defendant's railroad by reason of the failure of the defendant to construct and maintain fences sufficient to turn stock, as is stated and claimed by the plaintiff in his petition, but they got upon the defendant's right of way and railroad track at a private crossing on the lands of one Scott Robinson, and under the circumstances and conditions following, to-wit:

The said Scott Robinson owned a tract of land in one body containing more than fifteen (15) acres, and through which the defendant's railroad passes, and which land is or situate that he cannot use a crossing in a public street, road, lane or highway in passing from his land on one side of the railroad to that on the other side, without great inconvenience, and at the request and on the demand of the said Scott Robinson, the defendant constructed at its own expense a good and sufficient private crossing across the railroad and the lands occupied by it between the two pieces of land aforesaid, to enable him to pass with a loaded team and to enable him to use and enjoy such private crossing; this defendant at the request and on the demand of and for the convenience of said Scott Robinson, constructed a set of bars which bars were in the line and constituted a part of the fence between the lands of said Scott Robinson and the defendant's right of way, and which bars were in good order and condition and when closed or shut, sufficient to turn stock, but which bars without fault of the defendant, its agent or servants had by the said Scott Robinson or other person or persons unknown to the defendant, been left open or down and not closed.

And, by reason of said bars being left down as aforesaid, the plaintiff's two horses strayed and passed through the opening occasioned thereby and got into the defendant's right of way and track, and without any fault whatever on the part of the defendant its agents or servants were struck and killed by a passing train.

The defendant avers that it was the duty of the said Scott Robinson the owner of the tract of land aforesaid, and at whose request and for whose benefit the private crossing and bars aforesaid were constructed, to keep said

Demurror  
7017

Entry.  
7017

bars shut and closed.

Therefore, the defendant prays to be dismissed with its costs.

Frank Chance  
Attorney for Defendant.

The State of Ohio, Champaign County, ss:

Frank Chance, being sworn says that he is attorney for the defendant, The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, a corporation organized under the laws of Ohio and other states; and that the statements contained in the foregoing Amended Answer are as he verily believes true.

Frank Chance,

Sworn to by Frank Chance before me and by him signed in my presence this 30th day of September, A.D. 1896.

John Kinaya  
Notary Public, Champaign County, Ohio.

Tax 40 ¢

On the 12th day of October A.D. 1896, the following Demurrer was filed by the Clerk of this Court, to-wit:

Demurrer  
7017

George J. Burrows

Court of Common Pleas,  
Winn County, Ohio.

The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railway Company

And now comes the plaintiff George J. Burrows, by his counsel and attorneys to the second defense set out in the defendant's Amended Answer filed herein as of this date, for the reason that said second defense of said Amended Answer does not state facts sufficient to constitute a defense to the plaintiff's cause of action as stated and set out in his petition.

Ayers & Ayers  
Attorneys for Plaintiff.

On the 12th day of October A.D. 1896, the following Entry was filed with the Clerk of this Court, to-wit:

Entry.  
7017

George J. Burrows

Court of Common Pleas  
Winn County, Ohio.

The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railway Company

This day this cause came on to be heard on the demurrer of the plaintiff to the second defense as stated and set out in the Amended Answer of the defendant, filed herein and was argued by counsel.

On consideration whereof, and the Court being fully advised in the premises, does overrule said demurrer, to which ruling of the Court, the plaintiff by his counsel

exceptio.

Approved,  
John A. Price, Judge.

On the 18<sup>th</sup> day of February A.D. 1897, the following Reply was filed with the Clerk of this Court, to-wit:

Reply  
7017

George J. Burns  
vs  
The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railway Company  
Court of Common Pleas  
Union County, Ohio.

The plaintiff now comes and for reply says: that he denies each and every allegation contained in the second ground of denial of defendant's answer herein.

Ayers & Ayers  
Attorneys for Plaintiff.

State of Ohio, Union County, ss:  
George J. Burns, plaintiff herein, being first duly sworn, says the facts stated in the above pleading are true as he believes.

Sworn to before me and signed in my presence this 17<sup>th</sup> day of February, A.D. 1897.

George J. Burns  
William E. Cooperider  
Notary Public.

Seal

On the 4<sup>th</sup> day of March A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7017

George J. Burns  
vs  
The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railway Company  
Court of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard on the motion and showing of the defendant for continuance. On consideration whereof the said case is continued on the motion and showing of the said defendant.

Ayers & Ayers  
For Plff.

On the 28<sup>th</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7017

George J. Burns  
vs  
The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railroad Company  
Court of Common Pleas  
Union County, Ohio.

This day came the parties herein by their Attorneys, also came the following named persons as jurors, to-wit: W. A. Davis, F. D. Lowe, A. E. Himsford, G. H. Sigler, H. W.

Motion  
7017

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Merriott, O. W. Kells, John Lillie, Ruston, Jolly, H. S. Stamat, Joseph Donohoe, John Lutherie, and E. L. Price, who were duly impanelled and sworn, according to law, and thereupon the case came on for hearing on the pleadings and evidence, and after hearing the evidence adduced, 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 comes said jury into open Court with their verdict in writing, signed by their foreman and says: We the jury, being duly impanelled and sworn and affirmed, find the issue in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of \$277.17.

Ruston Jolly, Foreman.

On the 25th day of April A. D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion 7017

George J. Burrows  
vs  
The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company

Court of Common Pleas  
Winn County, Ohio.

Now comes the defendant and moves the Court to vacate and set aside the verdict herein rendered and to give the defendant a new trial for the following reasons, to-wit:

- First: The Court erred in admitting certain testimony against the objection of the defendant.
- Second: That the Court erred in refusing defendant leave to file a second amended defense.
- Third: That the Court erred in its charge to the jury as accepted to at the time.
- Fourth: That the Court erred in refusing to charge the jury as requested by the defendant.
- Fifth: That the verdict is against the law of the case.
- Sixth: That the verdict is against the manifest weight of the testimony.

By Peter Kenaya  
Attorney for Defendant.

On the 28th day of April A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7017

George J. Burrows  
vs  
The Pittsburg Cincinnati, Chicago and St. Louis Railroad Company

Court of Common Pleas  
Winn County, Ohio.

This cause coming on to be heard, upon the motion for a new trial herein, the Court being fully advised in the premises doth overrule the same, to all of which the defendant excepted.

Approved, D. Don, Judge.

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by their as Jmms, to-wit: Higler, H. W.

In the 28<sup>th</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7017

George J. Burrows  
vs  
The Pittsburg, Cincinnati,  
Chicago and St. Louis  
Railroad Company

Court of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant to set aside the verdict heretofore rendered herein and for new trial was argued by counsel and submitted to the Court.

On consideration whereof the Court overruled the same, to all of which ruling and decision the defendant then and there excepted.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover from the defendant the sum of \$277.17, with interest from the 28<sup>th</sup> day of April, 1897, and costs herein taxed to \$67.90, and that in default of payment thereof for 10 days that execution be issued therefor against said defendant.

Ayers & Ayers  
Attorneys for Plaintiff.

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

Afterward on the 3<sup>rd</sup> day of June, after the foregoing Record had been completed the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7017

George J. Burrows  
vs  
P.C.C. est. L. Ry. Co.

Court of Common Pleas  
Union County, Ohio.

This day came the plaintiff and defendant and settled the above case as follows:

Plaintiff to receive \$263.00 in full of the judgment herein - defendant to pay all costs to Record.

Ayers & Ayers  
Attorneys for Plaintiff  
Frank Chance Atty. for Deft.

Attest  
J. M. Gosnell, Clerk  
By J. A. Gosnell Deputy.

Petition  
7385

"Exhibit A"

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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 April, to-wit: on the 19<sup>th</sup> day of April in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that on the 31<sup>st</sup> day of June, A.D. 1897, The Marysville Lumber Company filed in the Clerk's office of the said Court of Common Pleas, the following Petition against E.W. Connor et al, to-wit:

Petition The Marysville Lumber Company, vs E.W. Connor & Richard P. Holland. Court of Common Pleas Union County, Ohio.

The defendant, on the 21<sup>st</sup> day of October A.D. 1895 executed and delivered to The Marysville Lumber Company 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.

\$107.77. Marysville Ohio, Oct. 21<sup>st</sup> 1895.

Ten months after date, as principal debtors, we jointly and severally promise to pay to the order of The Marysville Lumber Company, One Hundred and Seven and 77/100 Dollars, for value received 8% Int.

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 express 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.

E.W. Connor Seal  
Richard P. Holland 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 Seven and 77/100 (\$107 77/100) Dollars and Seventy Seven cents, with interest at the rate of eight per cent per annum, from the 21<sup>st</sup> day of October, A.D. 1895.

Therefore plaintiff pray judgment against said defendant for the sum of One Hundred and Seven Dollars and Seventy Seven cents, with interest thereon from the 21<sup>st</sup> day of October A.D. 1897, at the rate of eight per cent per annum till paid, and for costs of suit.

H. H. Merchant  
Attorney for Plaintiff.

The state of Ohio, Union County, ss:  
H. H. Merchant, being sworn, says that he is the attorney of

"Exhibit A"

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Plaintiff  
Att. for Def.

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.

C. H. Merchant.

Sworn to by said C. H. Merchant, before me, and by him signed in my presence, this 21<sup>st</sup> day of June, A. D. 1897.

J. N. Gosnell  
Clerk of Court.

On the 21<sup>st</sup> day of June A. D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Answer  
7385

The State of Ohio, Union County, ss.

The Marysville Lumber Company,

vs  
Court of Common Pleas

Union County, Ohio.

C. H. Connor and  
Richard P. Holland

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 compose a judgment in favor of said plaintiff, against said defendant, on said note, for the sum of One Hundred Twenty Two Dollars and Fourteen 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. F. Millar  
Attorney for Defendant.

On the 21<sup>st</sup> day of June A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7388

The Marysville Lumber Company

vs  
Court of Common Pleas

Union County, Ohio.

C. H. Connor and  
Richard P. Holland

This day came the plaintiff, by its attorney; also appeared in open Court, for and on behalf of said defendant, 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 composed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred and Twenty Two Dollars and Fourteen Cents, being the amount of the principal and

Petition

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interest due on said note, and for the costs taxed and to be taxed, and release and waive 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 Twenty Two Dollars and Fourteen cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 21<sup>st</sup> day of October A. D. 1895, and also its costs herein expended, taxed at \$4.50.

Attest,  
J. N. Gosnell  
Clerk  
By J. A. Gosnell Deputy.



Clerk continued and held at the Court House in Mansfield, 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 April, 1896; on the 19<sup>th</sup> 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 27<sup>th</sup> day of July A. D. 1896, Frank Chance, Guardian of Clarence D. Loudenbach, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Clara M. McElroy, to-wit:

Petition  
Clarence D. Loudenbach  
vs  
Clara M. McElroy & N. L. McElroy  
Court of Common Pleas  
Union County, Ohio.

The plaintiff Frank Chance, Guardian of Clarence D. Loudenbach avers that he was on or about the day of March A. D. 1893 appointed and qualified by the Probate Court of Champaign County, Ohio, as guardian of the person and property of Clarence D. Loudenbach a minor, and is now acting as such guardian.

And, he further avers that on the 14<sup>th</sup> day of October, 1892, the defendant Clara M. McElroy executed and delivered to the defendant N. L. McElroy her certain promissory note in the words and figures following, to-wit:

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\$500.00

October 14<sup>th</sup> 1892.

"Three years after date I promise to pay to the order of W. L. McElroy Five Hundred Dollars, with eight per cent. interest payable annually or be computed with annual rests, for value received.

Clara M. McElroy."

And the plaintiff further avers that on or about the 30<sup>th</sup> day of November, 1892, the defendant W. L. McElroy, the payee named in said note, for a valuable consideration to him paid by David Lundenbach sold, endorsed and delivered the said promissory note to him.

The plaintiff further avers that said David Lundenbach died on or about the 4<sup>th</sup> day of March, A. D. 1893; that at the time of his death he held and owned the promissory note aforesaid, and the same constituted a part of his personal estate; that A. F. Vance Jr. and Jesse M. Lewis were appointed and qualified by the Probate Court of Champaign County, Ohio, Administrators with the will annexed of the said David Lundenbach deceased, and as such administrators with the will annexed etc. and pursuant to and in accordance with the order and direction of the Probate Court of Champaign County, Ohio, they assigned and delivered the said promissory note to the plaintiff the said Clarence D. Lundenbach, being one of the legatees of the said David Lundenbach, deceased, and as such legatee being entitled to one equal third part of the estate of said decedent.

And the plaintiff avers that as such guardian of Clarence D. Lundenbach, he is now the holder and owner of said promissory note; there are on said note the following credits and endorsements, to-wit:

"Pay to David Lundenbach, demand and notice waived, Nov. 30<sup>th</sup> 1892, W. L. McElroy."

Interest paid to adobe 14<sup>th</sup> 1893."

"Without recourse on us, A. F. Vance Jr. and A. M. Lewis, administrators etc. of David Lundenbach, deceased."

And the plaintiff also further avers that there is now due and owing to him on said note from the defendant Clara M. McElroy as the maker thereof and from the defendant W. L. McElroy as the endorser thereon, the sum of Six Hundred and Eleven & 2/100 Dollars, with interest on said amount from this date at the rate of eight per cent per annum.

And the plaintiff for a second cause of action avers that on the 14<sup>th</sup> day of October, A. D. 1892, the defendant Clara M. McElroy executed and delivered to the defendant W. L. McElroy her certain other promissory note in the words and figures following, to-wit:

\$500.00

October 14<sup>th</sup> 1892.

Five years after date I promise to pay to the

"order of W. L. McElroy, Five Hundred Dollars with eight per cent interest, payable annually, or be computed with annual interest, for value received:

Clara M. McElroy."

And the plaintiff avers that on November 14th 1892, said defendant W. L. McElroy for a valuable consideration to him paid by David Luedenbach, sold, endorsed and delivered said promissory note to the said David Luedenbach.

And the plaintiff avers that the said promissory note was held and owned by the said David Luedenbach at the time of his death, which occurred on or about March 4th 1893, and constituted a part of his personal estate, and the same was subsequently transferred to the plaintiff as Guardian of Clarence D. Luedenbach, by A. F. Vance Jr. and J. M. Lewis, administrators with the will annexed of said David Luedenbach, deceased, pursuant to and in accordance with the order and under the direction of the Probate Court of Champaign County, Ohio. The said Clarence D. Luedenbach being one of the legatees of said David Luedenbach, deceased, and as such legatee being entitled to one equal third part of the estate of said decedent.

The plaintiff also avers that as such guardian, he is now the holder and the owner of said note.

There are on said note the following credits and endorsements, to-wit:

Pay to David Luedenbach, demand and notice waived, W. L. McElroy.

"Interest paid to October 14th 1893."

"December 5th, 1894, received hence Sixty Dollars, F. Chandel, Guardian."

"Without recourse on us, A. F. Vance Jr. and J. M. Lewis, administrators of David Luedenbach, deceased."

The plaintiff further avers that there is now due and owing him on said note from the defendant Clara M. McElroy, as the maker thereof and from the defendant W. L. McElroy, as the endorser thereon, the sum of Five Hundred and Forty Nine & 69/100 Dollars, with interest on said amount from this date at the rate of eight per cent per annum.

3rd. The plaintiff avers that in order to secure the payment of the two promissory notes herein before set out and described in the first and second cause of action, the defendant did by her deed duly and legally executed on the 14th day of October, 1892, convey to the defendant W. L. McElroy, his heirs and assigns forever, the following real estate, situate in the County of Union and in the State of Ohio, and in the Township of Liberty, in Survey Nos. 12472 and 12400, bounded and described as follows:

Beginning at a stake and stone in the center of the Newton and Concord gravel road and corner to

land owned by Stephen Cranston; thence with his land line and the line of Alvin Reed, James Gordon and A. D. Hurd South  $33^{\circ} 15'$  East  $144 \frac{2}{3}$  poles to a stone and iron pole; thence with the line of John L. Hord's land South  $56^{\circ} 22'$  East  $66$  poles to a stone and brick corner of G. F. McE. Dwyer's land line North  $33^{\circ} 15'$  East  $20 \frac{2}{3}$  poles to the center of the troublesome Run Ditch (stone on the south bank nine feet); thence with the center of said ditch N.  $47^{\circ}$  East  $49$  poles to a stake (culvert) in the center of said gravel road; thence with the center of said gravel road N.  $50^{\circ}$  E.  $68 \frac{3}{4}$  poles to the beginning, containing  $61 \frac{7}{100}$  acres of land, and which deed had a condition of defeasance therein underwritten in substance, that if the said defendant Clara M. McElroy should pay or cause to be paid the two promissory notes hereinbefore and in the first and second cause of action set out and described, as they became due, together with the interest thereon, then said deed should be void.

Said deed was filed for record with the County Recorder of Union County, Ohio, at 30 minutes after one o'clock in the afternoon and was recorded in volume 26 at page 385 of the Records of Union County, Ohio, to which reference is had, on the 14<sup>th</sup> day of October, 1892.

Said deed was sold, assigned and delivered by W. L. McElroy to David Loudenbeck at the time he sold and endorsed and delivered the promissory notes hereinbefore described, to him, and subsequently the said deed was by the administrators of David Loudenbeck, deceased, assigned, endorsed and delivered to this plaintiff, who now holds and owns the same.

And the plaintiff avers that the said defendant did not pay the promissory notes hereinbefore described, or either of them, when they became due and payable according to the tenor and effect thereof, nor has she yet paid any part of said notes, except as shown by the endorsements thereon, hereinbefore set out and referred to.

Wherefore said deed has become absolute and is the first and best lien upon the real estate hereinbefore described.

Wherefore the plaintiff asks judgment against said defendant Clara M. McElroy as maker of the two promissory notes hereinbefore and in the first and second causes of action set out and against the said defendant W. L. McElroy as endorser thereon for the sum of Eleven Hundred and Sixty &  $\frac{7}{100}$  Dollars, being the aggregate amount due and owing to the plaintiff from the said defendants on the two notes aforesaid, together with interest on the said sum from this date at the rate of eight per cent per annum, and also, that the real estate hereinbefore described may be appraised, advertised and sold according to law, and the proceeds arising therefrom or so much thereof

Receipt

Summons.

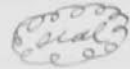
as may be necessary applied to the payment of the said judgment so to be rendered, and for such other judgment, order and decree as the plaintiff may be entitled to.

By Frank Chance  
Attorney for Plaintiff.

The State of Ohio, Champaign County, ss:

Frank Chance, being sworn says that he is guardian of Clara D. Luedenbach, a minor, and as such guardian is the plaintiff in the foregoing action, and he also further states that the statements and averments contained in the foregoing petition are true as he verily believes.  
Frank Chance.

Sworn to by Frank Chance before me and by him signed in my presence this 25<sup>th</sup> day of July A.D. 1896.



John Binaga  
Notary Public,

Champaign County, Ohio

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Receipt

To the Clerk of Court of Common Pleas, Union County, Ohio:

Issue Summons for the defendants Clara M. McElroy and W. L. McElroy, directed to the Sheriff of Union County, Ohio. Endorse: "Plaintiff asks judgment against Clara M. McElroy as maker and against W. L. McElroy as endorser on certain promissory notes for the sum of eleven hundred & sixty & 5/100 Dollars, with interest on said amount from this date at the rate of eight per cent per annum, and also the sale of certain mortgaged real estate to satisfy such judgment and other relief."

By Frank Chance  
Attorney for Plaintiff

Summons.

On the 27<sup>th</sup> day of July A.D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:

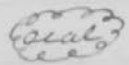
The State of Ohio, Union County.

To the Sheriff of said County:

You are hereby commanded to notify Clarence M. McElroy as maker and W. L. McElroy as endorser, that they have been sued by Frank Chance, guardian of Clara D. Luedenbach, in the Court of Common Pleas of Union County, and must answer by the 29<sup>th</sup> 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<sup>th</sup> day of August A.D. 1896.

Witness my hand and the seal of said Court, this 27<sup>th</sup> day of July A.D. 1896.



J. W. Gosnell Clerk  
By J. W. Gosnell Deputy

On the 31<sup>st</sup> day of July A.D. 1896 the Sheriff of said County returned said Summons, which return is as follows, to-wit:

is land  
and  
stone and  
land south  
of V. F. McE  
to the entire  
bank mine  
West 49  
ie gravel  
d N. 50<sup>th</sup> E.  
piece of land,  
mine under  
ent Clara M.  
promissory  
cause of  
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the County  
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volume 26  
is, to which  
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he sold and  
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d was by  
assigned,  
now hold as  
defendant  
described, or  
able according  
it paid any  
endorsements  
and is  
herein be  
against said  
promissory  
causes of  
Clara M. McE  
one hundred  
amount due  
endants on  
on the said  
ent per  
before described  
to law,  
such thereof

Sherriff's Return.

The State of Ohio, Union County;

|                  |    |     |
|------------------|----|-----|
| Sherriff's Fees  | \$ | cts |
| Service & Return |    | 50  |
| Mileage          | 1  | 60  |
| Copy             |    | 30  |
| Total            | 2  | 40  |

Received this writ July 27<sup>th</sup> A.D. 1896, at 5 O'clock P. M. and served same by handing a true copy of this writ with the endorsements thereon to Clara W. McElroy personally on the 31<sup>st</sup> day of July, 1896; W. L. McElroy not found.  
Wm. J. Swadgrass Sheriff.

Entry 715-9

On the 9<sup>th</sup> day of August A. D. 1896, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt 7159

Frank Chance, Guardian,  
of Clara D. Loudenback

Court of Common Pleas  
Union County, Ohio,

Clara W. McElroy &  
W. L. McElroy.

Issue Summons for W. L. McElroy, directed to Sheriff of Harrison County, Ohio - Endorse as stated in the original precipe.

By Frank Chance  
Attorney for Plaintiff

Summons

On the 4<sup>th</sup> day of August A. D. 1896, the following Summons was issued to the Sheriff of Harrison County, to-wit:

The State of Ohio, Union County;

To the Sheriff of Harrison County:

You are hereby commanded to notify W. L. McElroy that he has been sued by Frank Chance, Guardian of Clara D. Loudenback in the Court of Common Pleas of Union County, and must answer by the 5<sup>th</sup> 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 17<sup>th</sup> day of August A. D. 1896.

Witness my hand and the seal of said Court this 4<sup>th</sup> day of August A. D. 1896.  
J. N. Gravel Clerk

On the 17<sup>th</sup> day of August A. D. 1896, the Sheriff of said County returned said writ to the clerk's office in said County, endorsed as follows to-wit:

The State of Ohio, Harrison County, ss:

Sherriff's Return

|                  |    |     |
|------------------|----|-----|
| Sherriff's Fees  | \$ | cts |
| Service & Return |    | 30  |
| Additional Dfts. |    | 15  |
| Mileage          | 2  | 00  |
| Cop. Doc. & Ind. |    | 30  |
| Total            | 2  | 75  |

Received this writ August 5<sup>th</sup> 1896, at 5 O'clock P. M. and served same by: I hereby authorize and deputize H. B. Law to serve this writ. Saml. B. Moore, Sheriff

I, on the 8<sup>th</sup> day of August, 1896, served the within named defendant W. L. McElroy by handing a true copy of this writ with all the endorsements thereon.

H. B. Law.

Sworn to and subscribed in my presence this 10<sup>th</sup> day of Aug. 1896.  
C. B. Kirby Clerk



D. 1896, at  
by handing  
endorsements  
on the 31<sup>st</sup>  
l. Sheriff.

Receipt was

directed to  
the original  
Chance  
Plaintiff

Summons

L. M. Elroy  
of Clarence  
of Union  
under A. D.  
taken as

sums on

id Court - two  
1896.

Clerk  
of said  
County,

1896, at  
I hereby  
serve this writ.  
wre. Sheriff  
96, served the  
of by handing  
wre.  
H. B. Law.  
The day of Aug. 1896.  
Clerk

Entry  
715-9

On the 1<sup>st</sup> day of October A. D. 1896, the following Entry was  
filed with the Clerk of this Court, to-wit:

Frank Chance, Guar. of  
C. D. Luedenbach

Court of Common Pleas  
Union County, Ohio.

vs  
Clara M. McElroy et al

This day this cause came on to be heard  
upon the plaintiffs petition, and it being made to appear to  
the satisfaction of the Court that the defendants, Clara M. McElroy  
and Et. L. McElroy have been served with Summons herein  
and notified as required by law of the pendency and demand  
of the plaintiffs petition, and the said defendants and each  
of them having failed to answer or demur to the plaintiffs  
petition are adjudged in default.

And thereupon the intervention of a jury being  
waived, and this cause submitted to the Court, the Court finds,  
that there is now due and owing from the said defendants,  
Clara M. McElroy and Et. L. McElroy to the plaintiff on the  
promissory note in the first cause of action in the plain-  
tiffs petition set out, the sum of Six Hundred and twenty &  
1/100 Dollars, and that the said plaintiff ought to recover  
from the defendants the said sum of \$620<sup>1/100</sup>, with interest  
thereon from this date at the rate of eight per cent per  
annum.

It is therefore hereby ordered, adjudged and decreed  
by the Court that the plaintiff Frank Chance, Guardian of  
Clarence D. Luedenbach do recover of the said defendants  
Clara M. McElroy and Et. L. McElroy the said sum of \$620<sup>1/100</sup>,  
so found due as aforesaid, together with interest thereon  
from this date at the rate of 8% per annum, and also  
his costs herein, taxed to \$ , and that in default thereof,  
execution issue therefor.

It is also hereby further ordered, adjudged and  
decreed by the Court that in case the said defendants fail  
for five (5) days to pay to the plaintiff the said judgment  
of \$620<sup>1/100</sup>, and the interest thereon as aforesaid, and  
also the plaintiffs costs herein, taxed to \$ , an order  
issue to the Sheriff of Union County, Ohio, Commanding  
him in case the lands and tenements in the plain-  
tiffs petition described to be appraised, advertised and  
sold, according to law, and that he apply the proceeds  
arising from such sale or so much thereof as may  
be necessary to the satisfaction and payment of such  
judgment, interest and costs, and also to the payment,  
satisfaction and discharge of the said promissory note set  
out and described in the second cause of action in  
plaintiffs petition set forth, and that he hold the resi-  
due of the proceeds, if any to abide the further  
order of the Court herein as to distribution.



Order  
 due at the  
 on the  
 of Clarence  
 against  
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 a Right  
 said Court  
 M. M. Stry  
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 Guardian  
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 12<sup>th</sup> day  
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 the Sheriff  
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 County, Ohio,  
 No. 12472  
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 N. 33<sup>o</sup> 15' 11".  
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 of said  
 the center  
 said gravel  
 running 61<sup>o</sup> 70' 100  
 and to carry  
 in agreeably  
 all the above  
 Sales on  
 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 6<sup>th</sup> day of October, A. D. 1896.

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



The State of Ohio, Miami County, ss.

Sherriff's Return.

|                   |             |
|-------------------|-------------|
| Sherriff's Fees   | \$ 60       |
| Service           | 25          |
| Long              | 25          |
| Sum. Appraisers   | 1 20        |
| Swearing "        | 25          |
| Conveying "       | 1 00        |
| Writing Appraisal | 25          |
| Copy of Appraisal | 25          |
| Notice to Printer | 25          |
| Affidavit of "    | 25          |
| Mileage           | 2 40        |
| Return            | 25          |
| <b>Total</b>      | <b>6 60</b> |
| Appraisers' Fees  | 3 00        |
| Printer's Fees    | 14 25       |

In obedience to the command of the Order of Sale hereto annexed, I did on the 6<sup>th</sup> day of October, 1896, summons Wm. Milligan, R. D. Emley and H. Turner, true 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 6<sup>th</sup> 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 \$1480.80, 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 7<sup>th</sup> day of October, 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Miami County), said lands and tenements to be sold at public sale, at the north door of the Court House of said County, on the 7<sup>th</sup> 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 notice, I did, on said 7<sup>th</sup> 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 Frank Chance, Guardian of Clarence D. Lindentack, who bid for the same the sum of \$1002.68, and said sum being over two-thirds of the appraised value thereof, and said Frank Chance being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Ten Hundred and Two & 67/100 Dollars.

Wm. J. Snodgrass Sheriff.

On the 12<sup>th</sup> day of November A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit;

Sheriff Sale  
7159

Frank Chance, Guard, etc.  
vs  
Clara M. McElroy, 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, November 7, 1896, at or about the hour of one o'clock P. M. on said day the following real estate to-wit:

Situated in Union County, Ohio, in the Township of Liberty, in surveys Nos. 12472 and 12400 and bounded and described as follows:

Beginning at a stake and stone in the center of the Newton and Crowder gravel road and corner to lands owned by Stephen Cranston; thence with his land line and the line of Olive Reed, James Gordon and H. D. Hund S. 33° 15' E. 144 9/100 poles to a stone and two ashies; thence with the line of John G. Hord's land S. 56° N. 66 poles to a stone and brick corner of G. F. McElroy's land line N. 33° 15' W. 90 69/100 poles to the center of the Troublesome Run Ditch (stone on the south bank nine feet); thence with the center of said ditch N. 47° W. 49 poles to a stake (corner) in the center of said gravel road; thence with the center of said gravel road N. 50° E. 68 37/100 poles to the beginning, containing 61 70/100 acres of land.

Appraised at \$24 per acre.  
Terms of sale cash.

J. M. Sordgrass, Sheriff  
Union County, Ohio.

October 7, 1896.

Affidavit  
of Printer.

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 October 7, 1896.

H. C. Shearer,

Sworn to and subscribed before me, this 6th day of November, 1896.

J. N. Gosnell Clerk

Printed Fees, \$14 25/100

On the 21st day of June A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7159  
Frank Chance, Guardian of  
Clarence D. Loudenbach, vs  
Clara M. McElroy et al  
vs  
Clara M. McElroy et al  
Court of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard on the motion of the plaintiff to confirm the sale of the real estate in the plaintiff's petition described, made by the Sheriff of this

County on the 7th day of November, A. D. 1896, under and pursuant to an order of sale issued herein and dated the 6th day of October A. D. 1896.

And, this Court having carefully examined the proceedings of said Sheriff, and being satisfied that said sale was, in all respects regular and legally made, do hereby approve and confirm the same; and the Sheriff of this County is hereby ordered to execute and deliver to Frank Chance, Guardian of Clarence D. Loudenbach, the purchaser at said sale of the real estate so sold, a deed in fee simple therefor; and it is also hereby further ordered, adjudged and decreed by the Court that out of the proceeds arising from the sale of said real estate, the Sheriff of this County pay:

- First = The taxes which were a lien upon said real estate, as of the date of sale thereof, the sum of \$22.85.
- Second = The costs herein taxed at \$41.96.
- Third = To the plaintiff, in satisfaction of the judgment rendered in his favor herein, the sum of \$656.92, and the residue of said proceeds, amounting to \$282.43 to the plaintiff, Frank Chance Guardian of Clarence D. Loudenbach, to be by said plaintiff applied as a credit upon the promissory note set out and described in the plaintiff's second cause of action in the said plaintiff's petition herein set out; and on application of plaintiff this cause is continued.

Approved,  
Dov. Judge

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



Pleas  
Ohio,  
County, Ohio,  
Court House  
at or about  
following real  
Township  
bounded  
in the center  
over to lands  
line and  
land N. 33-  
thence with  
to a stone  
3-15' N. 90-00'  
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ditch N.  
of said gravel  
N. 50- E.  
of land.

Sheriff  
County, Ohio.

says that  
or 5 conse-  
of general  
publication

on this 6th day  
and Clerk

was filed

to be heard  
of the real  
Sheriff of this

Please continued and held at the Court House in Mayville, 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 April, to-wit: on the 19<sup>th</sup> 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 7<sup>th</sup> day of April A.D. 1897, Wesley W. Davis filed in the Clerk's office of the said Court of Common Pleas, the following Petition against William D. W. Moore et al, to-wit:

Petition  
7349

Wesley W. Davis  
vs  
William D. W. Moore,  
Malissa J. Moore,  
Adam D. Horner,  
Nancy C. Horner,  
Eideon W. Shelton,  
Lucy Shelton,  
Bank of Richmond,  
Matilda Cahill Ed  
F. H. Thornhill,

Court of Common Pleas  
Union County, Ohio.

First cause of action.

The defendant William D. W. Moore is indebted to the plaintiff in the sum of Four Hundred and Fifty Dollars, with interest thereon from the 1<sup>st</sup> day of April, 1896, at the rate of seven per cent per annum, which amount plaintiff claims, on a certain Promissory note, of which the following is a true copy with all credits and indorsements:  
" \$450.00  
Richwood, Ohio, April 18<sup>th</sup> 1893.

On or before April 1<sup>st</sup>, 1897, after date, I promise to pay to the order of Wesley W. Davis Four Hundred and Fifty Dollars at Bank of Richmond, Ohio, value received, with interest at 7 per cent from April 1<sup>st</sup>, 1893, payable annually.

(Signed) William D. W. Moore."

Said note bears the following credits and indorsements:  
"April 1<sup>st</sup>, 1894, Interest paid on this note." "March 27<sup>th</sup>, 1895. Interest paid on this note." "April 1<sup>st</sup>, 1896, Interest paid on within note."

Second cause of action.

At the time of delivering said note and to secure the payment thereof the said William D. W. Moore and his wife, the defendant Melissa J. Moore, duly executed and delivered to plaintiff this mortgage deed conveying the following described premises:

"Real estate situated in the County of Union, in the State of Ohio, and in Virginia Military Survey No. 12289, and bounded as follows:

Beginning at a stone in the original line of said survey and in southeast corner of William Williams' land:

Receipt

at House  
min, in  
more Pleas  
Daw, Judge  
the 19<sup>th</sup> day  
Eight Ann-

on the  
the clerk's  
ing Petition

in D. M. Moore  
Annexed  
25<sup>th</sup> day of  
ann, which  
note, of which  
ements:  
the 18<sup>th</sup> 1893.  
promise to pay  
ty Dollars  
just at 7 per

D. M. Moore."  
indorsements:  
7<sup>th</sup>, 1895. In  
on within

in note and  
D. Moore and  
and delivered  
Following

min, in the  
12289, and

line of said  
and land:

thence with William's east line N. 11 1/2° E. 124 poles to a stake  
and stone; thence N. 75 3/4° E. 64 3/10 poles to a stake and stone;  
thence S. 11 1/2° E. 124 poles to a stake and stone in the  
original south line of said survey; thence with said survey  
line S. 79° E. 64 3/10 poles to the beginning; containing fifty  
acres of land, except four acres in the southwest corner of  
above described tract."

Under the condition that said mortgage has be-  
come an absolute conveyance on account of the nonpayment  
when due of the said note secured thereby.

On the 9<sup>th</sup> day of May, 1893, at 3.10 o'clock P. M. said  
mortgage was duly left for record at the Recorder's office in  
said Union County, Ohio, and was duly recorded in volume  
26 at page 493 of Union County records of mortgages,  
and thus became and now is the first and best lien upon  
the premises above described.

The defendants Adam D. Hoover, Nancy C. Hoover, Gideon  
St. Shelhorn, Lucy Shelhorn, Bank of Richmond, Matilda Cahill  
and F. A. Thornhill each have, or claim, some title to, lien upon,  
or interest in, said premises; but plaintiff avers that each  
and every one of said claims is subordinate to his claim  
herein set forth, and asks that said defendants be compelled  
to set up and defend their respective claims in this action,  
or be forever cut off from asserting the same.

Plaintiff therefore prays judgment against the defen-  
dant William D. M. Moore for the sum of Four Hundred and  
Fifty Dollars, with interest thereon from April 1<sup>st</sup>, 1896, at  
the rate of seven per cent per annum, and that said prem-  
ises be sold and the proceeds thereof applied to the payment  
of said judgment, and for all proper equitable relief.

J. F. Miller  
Atty. for Plff.

The State of Ohio, Union County, ss:

Hesley St. Davis, being first duly sworn, says that  
he is the plaintiff in the above entitled action, and that  
the facts stated and allegations made in the foregoing peti-  
tion are, as he verily believes true.

Hesley St. Davis

Subscribed in my presence and sworn to before me  
this 5<sup>th</sup> day of April, A.D. 1897.

W. H. A. Fleck  
Notary Public

sent

To the Clerk of said Court.

Receipt

Issue summons directed to the Sheriff of Union  
County for the defendants Adam D. Hoover, Nancy C. Hoover,  
Gideon St. Shelhorn, Lucy Shelhorn, Melissa J. Moore, Bank of  
Richmond, Matilda Cahill (widow of David Cahill, dead), and  
F. A. Thornhill, returnable according to law

J. F. Miller  
Attorney for Plaintiff.

On the 7<sup>th</sup> day of April A.D. 1897, the following Summons was issued to the Sheriff of Union County, to-wit:  
 The State of Ohio, Union County.  
 To the Sheriff of Union County:

You are hereby commanded to notify Adam D. Hoover, Nancy C. Hoover, Gideon W. Shelhorn, Lucy Shelhorn, Melissa J. Moore, Bank of Richmond, Matilda Cahill (widow of David Cahill dec'd) and F. H. Thornhill, that they have been sued by Wesley H. Davis, in the Court of Common Pleas of Union County, and must answer by the 8<sup>th</sup> 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 19<sup>th</sup> day of April A.D. 1897.

Witness my hand and the seal of said Court, this 7<sup>th</sup> day of April A.D. 1897.

J. N. Gosnell Clerk.

On the 13<sup>th</sup> day of April A.D. 1897, the Sheriff of said County returned said Summons to the clerk's office in said County, which return is as follows:

The State of Ohio, Union County.

Sheriff's Return

|                  |    |    |
|------------------|----|----|
| Sheriff's Fee    | \$ | do |
| Service & Return | 1  | 55 |
| Mileage          | 4  | 64 |
| Copies           | 1  | 20 |
| Total            | 7  | 39 |

Received this writ April 7<sup>th</sup> A.D. 1897, at 4 o'clock P. M. and served same by delivering a true and certified copy of this writ with all the within endorsements thereon to Adam D. Hoover, Nancy C. Hoover, Lucy Shelhorn, Melissa J. Moore, B. F. Talmage cashier of the Bank of Richmond, Matilda Cahill and F. H. Thornhill personally, to Gideon W. Shelhorn by leaving a copy at his usual place of residence on April 12<sup>th</sup> 1897.

J. Ed. Robinson Sheriff.

Answer and Cross-Petition 7349

On the 7<sup>th</sup> day of April A.D. 1897, the following Answer & Cross-Petition was filed with the clerk of this Court, to-wit:

Wesley H. Davis

Court of Common Pleas,

Union County, Ohio.

William D. Moore et al.

Now comes the defendant William D. Moore and says that on the 4<sup>th</sup> day of December, 1896, he and his wife, the defendant Melissa J. Moore, conveyed the premises described in plaintiff's petition by deed subject to plaintiff's mortgage to the defendant Adam D. Hoover, and in consideration thereof received from him his deed of conveyance with full warranty against incumbrances conveying certain premises known as Lot No. 676 in Crim Beun's Addition to the Village of Richmond, Ohio; that thereafter on the said 4<sup>th</sup> day of December, 1896, the defendant Adam D. Hoover conveyed said premises in plaintiff's petition described to the defendant Gideon W. Shelhorn, and to secure the purchase money therefor over and above the amount of plaintiff's mortgage took from the defendants Gideon W. Shelhorn and Lucy Shelhorn, his wife, their certain mortgage deed



...ing Summons  
Adam D. Hoover,  
Melissa J.  
David Cahill  
by Wesley  
County,  
D. 1897, or  
as true, and  
summons on  
said Court,  
1897.  
Club.  
of said  
in said  
D. 1897, at 4  
ing a true  
all the within  
or, Nancy G.  
e, B.L. Talmage  
H. Thornhill  
his usual  
Sheriff.

conveying said premises dated the said 4<sup>th</sup> day of December, 1896, securing the payment of eight promissory notes of even date therewith executed and delivered by said Lidson W. Shelton to said Adam D. Hoover, and of amounts and coming due as follows:

Five notes of \$150.00 each, one of which will be due at the end of each successive year from the date thereof; one note of \$100.00 due on Dec. 4<sup>th</sup>, 1902; one note of \$125.00 due on Dec. 4<sup>th</sup> 1900, and one note of \$125.00 due on Dec. 4<sup>th</sup> 1891.

Each and every one of said notes is so drawn as to draw six per cent interest from a date one year previous to the date on which it will become due.

On the 9<sup>th</sup> day of December, 1896, said mortgage was left for record in the Recorder's Office of Union County Ohio and was duly recorded in volume 38 at page 549 of Union County records of mortgages.

This answering defendant further says that at the time the defendant Adam D. Hoover conveyed to him said lot No. 676, there was a mortgage incumbrance thereon amounting to over three hundred dollars, which he agreed to pay upon demand, and which is now past due and payment thereof has been demanded; that to secure the payment of said incumbrance said defendant Adam D. Hoover delivered to this defendant the two notes above described coming due on the 4<sup>th</sup> day of December, 1898, and on the 4<sup>th</sup> day of December, 1899, and that the amount of said notes is now three hundred dollars.

Wherefore this defendant prays that said premises in plaintiffs petition described be sold, that out of the proceeds of the sale there be ordered paid to him the sum of three hundred dollars next after the payment of plaintiffs claim and \$150.00 owing upon the note of the above described series first to become due, and for all proper equitable relief.

J. F. Millan  
Attorney for Wm. D. Moore.

The State of Ohio, Union County, ss:  
William D. Moore, being first duly sworn, says that he is the above answering defendant, and that the facts stated and allegations made in the foregoing pleading are, as he verily believes true.

William D. Moore.  
George Smith  
Notary Public

Subscribed in my presence and sworn to before me this 3<sup>rd</sup> day of April, A.D. 1897.

Notary fees 25¢  
Paid by this defendant.

On the 7<sup>th</sup> day of April A.D. 1897, the following Answer and Cross-Petition was filed with the Clerk of this Court, to-wit:

...ed Cross-  
Moore and  
ed his wife,  
described  
mortgage  
time thereof  
full warranty  
known as  
Richardson,  
1896, the  
in plain-  
thorn, and  
ve the amount  
Lidson W. Shelton  
eye deed

Answered  
7349

Wesley W. Davis  
vs  
William D. Moore et al

In Court of Common Pleas  
Winn County, Ohio.

Now comes the Bank of Richwood, by its cashier, B. L. Talmage, and says that it is a partnership formed for the purpose of doing business in the State of Ohio.

On the 4<sup>th</sup> day of December, 1896, the defendant William D. Moore and Melissa J. Moore, his wife, by full warranty deed, subject only to the plaintiff's mortgage, conveyed the premises described in plaintiff's petition to the defendant Adam D. Horner; and thereafter on the same day the said Adam D. Horner and his wife, the defendant Nancy C. Horner, in the same manner and subject to plaintiff's mortgage, conveyed said premises to the defendant Gideon W. Shelburn, and took from him in part payment therefor his eight promissory notes of said date executed and delivered to said Adam D. Horner as payee, being five notes of \$150.00 each, one of which falls due at the end of each successive year after the date thereof until all are due, one note of \$100.00 due in six years from date, and two notes of \$125.00 each, one of which will be due in four years and the other in five years from date.

Each and every one of said notes is so drawn as to draw six per cent interest for the period of one year next preceding the date on which it is to come due.

At the time of delivering said notes and to secure the payment of the same, the said George W. Shelburn and his wife, the defendant Lucy Shelburn, executed and delivered to said Adam D. Horner this mortgage deed conveying the premises described in plaintiff's petition.

Said mortgage was conditioned to be void only upon the full payment of each and all of the aforesaid notes secured thereby.

On the 9<sup>th</sup> day of December, 1896, said mortgage was duly left for record at the Recorder's Office in said County and was duly recorded in volume 38 at page 549 of Winn County records of mortgages.

The first note to come due of said series of notes above described, and so secured by said mortgage as aforesaid, has been duly assigned to and is now held and owned by this defendant, the Bank of Richwood, and there is owing it thereon the sum of \$150.00, with six per cent interest from the 4<sup>th</sup> day of December, 1896.

Therefore this defendant prays that its rights may be protected in the premises, and that if the real estate described in the petition be ordered sold there be ordered paid to it out of the proceeds thereof, next after costs, taxes and plaintiff's claim, the sum of \$150.00, with interest thereon from the 4<sup>th</sup> day of December, 1896, and for all proper equitable relief.

J. F. Miller, Atty. for Bank of Richwood.

Entry  
7349

The State of Ohio, Union County, ss:

B. L. Talmage, being first duly sworn, says that he is a member of the partnership doing business under the name of Bank of Richmond, and is the Cashier of said Bank, and that the facts stated and allegations made in the foregoing pleading are, so he verily believes, true.

B. L. Talmage.

Sworn to in my presence and subscribed before me this 6th day of April, A. D. 1897.

R. G. Cook  
Notary Public

Notary Fees 25¢  
Paid by this defendant.

On the 11th day of May A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7349  
Hester H. Davis vs  
William D. W. Moore et al  
Court of Common Pleas  
Union County, Ohio.

This cause coming on for hearing this 11th day of May, 1897, upon the petition and the answer and cross-petition of the defendant the Bank of Richmond and the answer and cross-petition of the defendant William D. W. Moore, the Court find that said pleadings of said defendants confess the facts and allegations of the petition to be true, and that all the other defendants herein have been duly served with summons and are in default for answer or demurrer to the petition.

Wherefore the Court upon due consideration find the facts stated and allegations made in the petition herein to be true, that there is now due to the plaintiff from the defendant William D. W. Moore upon the note set out in the petition the sum of four hundred and eighty-four dollars and ten cents.

It is therefore considered that the plaintiff recover from the said defendant William D. W. Moore the said sum of \$484.10, with eight per cent interest thereon from this date until paid.

The Court further find that in order to secure the payment of said note the said defendant William D. W. Moore and his wife, the defendant Melissa J. Moore, executed and delivered to plaintiff their mortgage deed as in the petition alleged and upon the premises in said petition described, that said mortgage was duly filed for record as alleged in the petition and is the first and best lien upon said premises described in the petition.

The Court further find that the condition of defeasance in said mortgage has been broken, and that the plaintiff is thereby entitled to have the plaintiff's defendant's equity of redemption foreclosed.

It is therefore considered and decreed that unless

by its cash-  
partnership formed  
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defendant William  
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rights may  
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in costs,  
with interest  
all proper  
of Richmond.

the said defendants pay, or cause to be paid to the clerk of this court the costs in this case, and to plaintiff the amount with interest herein before found due him, the defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County, directing him to sell said premises as upon execution, and to bring the proceeds into court for further order.

On the 11th day of May A.D. 1897, the following Precept was filed with the Clerk of this court, to-wit:

Precept  
7349

Wesley H. Davis  
vs  
Wm D. Moore et al  
Court of Common Pleas,  
Union County, Ohio.

To the Clerk of said Court:

Issue Order of Sale in the above case directed to the Sheriff of Union County, returnable according to law.

J. F. Millar  
Attorney for Plaintiff

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 Mansfield, in said County of Union on the 11th day of May, 1897, Wesley H. Davis obtained a Judgment and Decree against William D. Moore for the sum of Four Hundred Eighty Four & 1/100 Dollars, and Ninety & 9/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said William D. Moore, within one day from the 11th day of May A.D. 1897, pay unto the said Wesley H. Davis the said sum of Four Hundred and Eighty Four & 1/100 Dollars, with interest from the 11th day of May 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 Four Hundred Eighty Four & 1/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me 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:

In Virginia Military Survey No. 12289, and bounded as follows:

Beginning at a stone in the original line of said

Sheriff's  
Return.

the Clerk  
claimant the  
the depend-  
aid promise  
therefor to  
sell said  
proceeds into  
Receipt was  
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returnable  
Plaintiff

survey and in southeast corner of William Williams land:  
thence with Williams east line N. 11 1/2° W. 124 poles to a stake  
and stone; thence N. 78 3/4° E. 64 3/100 poles to a stake and  
stone; thence S. 11 1/2° E. 124 9/100 poles to a stake and stone  
in the original south line of said survey; thence with said  
Survey line S. 79° W. 64 3/100 poles to the beginning, containing  
Fifty Acres of land, except four acres in the southwest corner  
of above described tract.

It is 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 11th day of May A.D. 1897.  
J. W. Gravel Clerk.



By J. W. Gravel Deputy Clerk.

Afterward on the 12th day of June A.D. 1897, the Sheriff of  
said County returned said writ to the Clerk's Office in said  
County, which return is as follows:

Sheriff's  
Return.

|                    |   |
|--------------------|---|
| the State of Ohio, | In obedience to the command of the order of   |
| Union County, ss.  | Sale hereto annexed, I did on the 12th day of |
| Sheriff's Fee      | \$ 25   |
| Service            | 25  |
| Levy               | 25  |
| Sum. Appraisers    | 1 20  |
| Swearing "         | 25  |
| Conveying "        | 25  |
| Writing Appraisal  | 25  |
| Notice to Parties  | 25  |
| Writing Notice     | 25  |
| Outlay             | 4 00  |
| Poundage           | 12 07   |
| Return             | 25  |
| <b>Total</b>       | <b>19 27</b>                                  |
| Appraisers Fee     | 3 00  |

May, 1897, summons J. T. Harris, N. H. Lingard and  
O. C. Collier, three disinterested freeholder, 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 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 Eleven Hundred and Ninety  
Six and No Dollars.

A certified copy of said appraisal I forth-  
with deposited in the office of the Clerk of the  
Court of Common Pleas of said County.

And on the 13th day of May 1897, I caused to be adver-  
tised in the Richwood Gazette, (a newspaper printed and pub-  
lished, 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 June A.D.  
1897, at One O'clock P. M. of said day.

And having advertised the said lands and ten-  
ements for more than thirty days previous to the day of

holden at the  
in on the  
Judgment and  
of Four  
& 7/100 Dollars,  
said Court  
am D. W. Moore,  
pay unto  
Hundred and  
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following lands  
nd bounded  
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sale, to wit 5 consecutive weeks; and in pursuance to said notice, I did, on said 12<sup>th</sup> day of June A.D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came H. C. Conbright, who bid for the same the sum of Eight Hundred and Five Dollars, and said sum being more than two thirds of the appraised value thereof, and said H. C. Conbright 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 Five Dollars,

J. Ed. Robinson Sheriff.

Entry  
7349

On the 12<sup>th</sup> day of June A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Proof of  
Publication  
7349

Wesley H. Davis

Court of Common Pleas  
Union County, Ohio.

vs  
William D. W. Moore 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 at the north door of the Court House in Mansfield, Ohio, on Saturday, June 12<sup>th</sup> 1897, at or about the hour of one O'clock P. M. on said day, the following described real estate to-wit:

Situate in the Township of Washington, County of Union and State of Ohio, and in Virginia Military Survey No. 12289 and bounded as follows:

Beginning at a stone in the original line of said Survey and in the southwest corner of William Williams' Land; thence with Williams' east line N. 11<sup>1</sup>/<sub>2</sub><sup>o</sup> E. 124 poles to a stake and stone; thence N. 78<sup>3</sup>/<sub>4</sub><sup>o</sup> E. 64<sup>8</sup>/<sub>100</sub> poles to a stake and stone; thence S. 11<sup>1</sup>/<sub>2</sub><sup>o</sup> E. 124 poles to a stake and stone in the original south line of said Survey; thence with said survey line S. 79<sup>o</sup> W. 64<sup>8</sup>/<sub>100</sub> poles to the beginning, containing fifty acres of land, except four acres in the southwest corner of above described tract.

Appraised at \$36<sup>00</sup> per acre.

Terms of sale: Cash.

J. Ed. Robinson Sheriff of  
Union County, Ohio.

May 13, 97.

State of Ohio, Union County, ss:

Affidavit  
of Printer

I, Geo. H. Horden, publisher of the Richmond Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 13<sup>th</sup> day of May, 1897, and continued therein five consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

George H. Horden.

Sworn to and subscribed before me, this 14<sup>th</sup> day of June, 1897.

J. N. Gosnell  
Clerk of Courts.

Printers fee, \$12<sup>00</sup>.



Please returned and held at the Court House in Marysville, within and for the County of Wm. 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 19<sup>th</sup> day April in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that hereofore to-wit on the 15<sup>th</sup> day of February A.D. 1897, A. J. Wilson, Executor of Joseph Rogers, deceased, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Abraham Devor & to-wit:

Petition  
7318

A. J. Wilson, Executor of Joseph Rogers, deceased,

Court of Common Pleas  
Wm. County, Ohio

vs  
Abraham Devor and  
Barbara C. Devor.

On the day of April, 1896, Joseph Rogers died, leaving a will, whereby he appointed plaintiff sole Executor thereof, which will was, on the day of 1896, duly admitted to probate in the Probate Court of Licking County, Ohio, and letters testamentary were, on the day of 1896, by said Court duly issued thereon to plaintiff, who thereupon duly qualified and entered on the duties of such office.

On the 20<sup>th</sup> day of May, 1895, the defendant Abraham Devor, did, together with his wife, the defendant Barbara C. Devor, who released her dower therein, duly execute and delivered to said Joseph Rogers his certain Mortgage deed,

said mortgage contained a condition that if said Abraham Devor should pay, or cause to be paid to said Joseph Rogers or his order his certain principal promissory note, of even date, calling for Five Hundred Dollars, with interest at eight per cent, payable annually after maturity, containing a condition that if any of the ten interest Coupon notes therein attached, representing the semi-annual interest on said note, should not be paid, or any part thereof, as they severally became due, then said principal note to become due and payable; also that said ten interest Coupons should be paid, all signed by said Abraham Devor, of even date with said principal note and mortgage, due Nov. 20, 1895; May 20<sup>th</sup> and Nov. 20<sup>th</sup> 1896, 1897, 1898 and 1899, and May 20<sup>th</sup> 1900, respectively, and each calling for \$17<sup>50</sup>, with interest at 8% after maturity, payable semi-annually, then said mortgage to be void, otherwise to be and remain in full force and virtue in law forever.

Said mortgage conveyed the following premises, situate in the County of Wm. in the State of Ohio, part of Virginia Military Surveys Nos. 5624 and 6493, in Taylor Township, and bounded and described as follows:

Being fifty acres of the west side of the

Receipt



Count House  
 in the  
 Pleas of  
 Judge  
 the 19<sup>th</sup>  
 Eight Hundred  
 mit on the  
 of Joseph  
 said Count  
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 Joseph Boyer  
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 Abraham Dorv,  
 mortgage, due  
 1898 & 1899,  
 for \$17<sup>50</sup>,  
 mi-annually,  
 be and remain  
 premises, sit  
 of Ohio,  
 ad 6493, in  
 as follows:  
 of the

following described premises (The east line of said fifty acres  
 to run parallel with the line of the Benton road).  
 Beginning at a red oak northeast corner to land  
 deeded to Sanford Philbrook by George Jones. Thence with the  
 line of said land S. 85° W. 177<sup>10</sup> poles to a stone in the  
 center of the Benton Road. Thence with the center of said  
 road, N. 16° 50' W. 80 poles to a stake in the center of said  
 road; Thence N. 81<sup>14</sup>° E. 54<sup>87</sup><sup>10</sup> poles to a stake in the corner  
 of James L. Baldwin's land; Thence N. 9° 7' W. 32<sup>87</sup><sup>10</sup> poles to  
 a stake or stone; Thence N. 81<sup>14</sup>° E. 98<sup>45</sup> poles to a stake;  
 Thence S. 81<sup>2</sup>° E. 32<sup>87</sup><sup>10</sup> poles to a stake or stone; Thence  
 N. 50° 30' E. 34<sup>45</sup> poles to a bush; Thence S. 9° 15' E. 79 poles  
 to the beginning, containing 110 acres more or less.

Said mortgage was, on the 22<sup>nd</sup> day of May, 1895,  
 at 11<sup>05</sup> O'clock, A. M. duly filed for record with the Recorder  
 of Union County, Ohio, and was on the 8<sup>th</sup> day of June,  
 1895, duly recorded in the Record of Mortgages of said  
 County, in Vol. 38, pages 171 and 172; said mortgage is a  
 first lien on said premises.

Three of said interest coupon notes are past due  
 and unpaid, and the whole principal sum represented by  
 said principal note is therefore, due and payable, and  
 the conditions of said mortgage have been broken and  
 the same has become absolute.

Plaintiff asks that in default of payment of the  
 amount now payable, or that may become payable before  
 decree herein, said mortgage may be foreclosed, and said prem-  
 is sold, free of all claims of defendants, and the proceeds  
 applied to the payment of the debt due plaintiff, and for  
 such other relief as is proper.

J. C. Griffith, Attorney  
 for Plaintiff.

The State of Ohio, Union County ss:  
 J. C. Griffith, being duly sworn, says that the  
 plaintiff herein is a non-resident of Union County Ohio, and  
 now absent therefrom; that he is the attorney of the plaintiff,  
 duly authorized in the premises, and that he believes the allega-  
 tions in the foregoing pleadings are true.

J. C. Griffith.

Sworn to and subscribed before me this 13<sup>th</sup> day of  
 February, A. D. 1897.



J. W. Tilton  
 Notary Public.

To the Clerk:  
 Issue summons in this case to the Sheriff of  
 Union County, Ohio, for the defendants, Abraham Dorv and  
 Barbara C. Dorv, returnable according to law.

Receipt

Indorse a return in foreclosure mortgage and for equitable relief.  
 J. C. Griffith  
 Attorney for Plaintiff.

Summons. On the 15<sup>th</sup> day of February A.D. 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 Abraham Devor and Barbara E. Devor, that they have been sued by A. J. Wilson, Executor of Joseph Rogers, deceased, in the Court of Common Pleas of Union County, and must answer by the 20<sup>th</sup> 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 1<sup>st</sup> day of March A.D. 1897.

Witness my hand and the seal of said Court,  
 this 15<sup>th</sup> day of February A.D. 1897.  
 J. N. Gosnell Clerk  
 By J. A. Gosnell Deputy.

Afterward on the 19<sup>th</sup> day of February A.D. 1897, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Sherriff's Return.

| Sherriff's Fees | \$ | Cts. |
|-----------------|----|------|
| Summons Return  | 65 |      |
| Mileage         | 1  | 28   |
| Copies          |    | 30   |
| Total           | 2  | 23   |

Received this writ February 15<sup>th</sup> A.D. 1897, at one o'clock P.M. and served same by delivering a true and certified copy of this writ to Abraham Devor and Barbara Devor by leaving copies at their usual place of residence on the 19<sup>th</sup> day of February 1897.

J. Ed Robinson, Sheriff.

On the 4<sup>th</sup> day of May A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7313  
 A. J. Wilson, Executor of Joseph Rogers,  
 vs  
 Abraham Devor et al

Court of Common Pleas  
 Union County, Ohio.

Answer and Cross-petition of Adam Ed C. W. Snider  
 7313

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants, Abraham Devor and Barbara E. Devor, have been duly served with Summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are hereby supposed by them to be true, and that there is due the plaintiff, as such executor, from the defendant, Abraham Devor, on the promissory note described in the petition, with interest to the first day of this term, viz: April 19<sup>th</sup> 1897, the sum of Five Hundred Seventy Three and 06/100 (\$573.06) Dollars.

The Court further find that in order to secure the payment of said note, the defendant, Abraham Devor and Barbara E. Devor, his wife, executed and delivered to said Joseph Rogers, their certain mortgage as in the petition described, and on the promise therein described; and that said mortgage was duly recorded in book 38,

ing Summons  
Abraham Dorer  
by A. J. Wilson,  
Common Pleas  
the 20<sup>th</sup> day  
plaintiff will  
rightly.  
summons on  
of said Court,  
A. D. 1897.  
all Clerk  
all Deputy.  
1897. the  
Clerk's Office  
A. D. 1897, at  
being a true and  
and Barbara Dorer  
residence on  
Shuriff.  
Entry was

pages, 171 and 172, 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 is therefore adjudged and decreed that unless  
the 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 here-  
in the sum so found due as aforesaid, with interest at  
eight per cent, from the 19<sup>th</sup> day of April, 1897, the defend-  
ants equity of redemption be foreclosed, and said premis-  
es 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.

On the 10<sup>th</sup> day of May A. D. 1897, the following Entry was  
filed with the Clerk of this Court, to-wit:

Entry  
7313  
A. J. Wilson, Executor of  
Joseph Rogers,  
vs  
Abraham Dorer et al  
Court of Common Pleas  
Union County, Ohio.

It appearing to the Court that Adam Snider  
and Chas W. Snider, Executor of the estate of Philip Snider  
deceased, claim an interest in this case, they are on motion  
made parties defendant herein, and granted leave to file  
Answer and Cross-petition herein.

J. K.

Answer and  
Cross-petition  
of Adam Eel  
W. Snider  
7313

On the 26<sup>th</sup> day of May A. D. 1897, the following Answer and Cross-  
petition was filed with the Clerk of this Court, to-wit:

A. J. Wilson Executor of  
Joseph Rogers  
vs  
Abraham Dorer et al  
Court of Common Pleas  
Union County, Ohio.

Now comes Adam Snider and Charles W. Snider  
as executors of the estate of Philip Snider, having by order  
of Court here made parties herein and by leave of Court filed  
their Answer and Cross-petition herein. And say that Philip  
Snider died on the 17<sup>th</sup> day of December, 1896, leaving a will  
and testament, which said will and testament was duly filed  
Dec. 26<sup>th</sup> 1896, and admitted to Probate by the Probate Court of  
Union County, Ohio, on the 2<sup>nd</sup> day of January, 1897.

That said will named the said Adam Snider and  
Charles W. Snider as the executors thereof, and that they were  
duly appointed by the said Court on the 2<sup>nd</sup> day of January  
1897 as executors of the said last will and testament of the  
said Philip Snider deceased, and are now the duly qualified  
and acting executors of the said will of said Philip Snider  
deceased, and file this pleading as such executors.

hearing on  
and find  
error, have  
and that they  
that the alle-  
to be true,  
action, from  
to described  
this term,  
seventy three  
to secure  
Abraham Dorer  
and delivered  
as in the  
described;  
in book 38,

That on the 15<sup>th</sup> day of March A.D. 1897, as such executors by the consideration of Wm. H. Goff, a Justice of the Peace for Taylor Township, Union County, Ohio, they as such executors obtained a judgment against the said defendant Abraham Dvor in the sum of Forty Eight and 4/100 Dollars (\$48<sup>4</sup>/<sub>100</sub>) debt and \$2<sup>5</sup>/<sub>100</sub> costs, with 8 per cent interest on said judgment.

On the 17<sup>th</sup> day of March, 1897, said Adam Snider and Charles H. Snider as such executors filed a transcript of said judgment with the Clerk of this Court and thereby obtained a lien on the premises described in plaintiffs petition herein the incense costs on said transcript at the time of filing the same was fifty cents all of which costs were paid by said Adam and Charles H. Snider as such executors.

Said judgment was entered by the Clerk of this Court in Execution Lien Docket No. 2, page 4 No. 5883.

Said judgment remains in force unrevoked and unsatisfied.

Said defendants Adam Snider and Charles H. Snider as executors of the estate of Philip Snider therefore ask that out of the proceeds of the sale of said premises they be paid the amount of said judgment and costs to-wit, the sum of \$51<sup>7</sup>/<sub>100</sub>, with interest on \$48<sup>4</sup>/<sub>100</sub> thereof at 8 per cent per annum from March 15<sup>th</sup> 1897, and with interest on \$3<sup>3</sup>/<sub>100</sub> (costs) thereof at 6 per cent per annum from March 17<sup>th</sup> 1897, and for all other and proper relief in the premises.

J. Hinkade  
for Adam and Charles H. Snider, Exors &c.

The State of Ohio, Union County ss:

Charles H. Snider being duly sworn says that he is one of the above named defendants, and that the facts stated and allegations in the foregoing pleading are true.

Charles H. Snider.

Sworn to and subscribed by said Charles H. Snider in my presence this 26<sup>th</sup> day of May, 1897.

*(seal)*  
J. A. Cornell Deputy Clerk.

On the 14<sup>th</sup> day of May A.D. 1897, the following Order of Sale was issued by the Clerk of this Court to-wit:

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 Mansfield, in said County of Union on the 4<sup>th</sup> day of May, 1897, S. J. Wilson, Executor of Joseph Rogers, obtained a judgment and decree, against Abraham Dvor et al for the sum of Five Hundred Seventy Three and 00/100 Dollars, and Thirteen & 57/100 Dollars, costs & suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Abraham Dvor et al

within three days from the 4<sup>th</sup> day of May A. D. 1897, pay unto the said A. J. Wilson, Executor of Joseph Rogers, deceased, the said sum of Five Hundred Seventy Three & <sup>00</sup>/<sub>100</sub> Dollars, with interest from the 19<sup>th</sup> 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 three days aforesaid have fully expired, and the said sum of Five Hundred Seventy Three & <sup>00</sup>/<sub>100</sub> Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me of record-

I 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, part of Virginia Military Survey Nos. 5629 and 6498, in Taylor Township, and bounded and described as follows:

Being Fifty Acres off of the west side of the following described premises. (The east line of said fifty acres to run parallel with the line of the Benton road). Beginning at a red oak, north east corner to land deeded to Sanford Philbrook by George Janus. Thence with the line of said land, S. 80<sup>+</sup> E. 177 <sup>1</sup>/<sub>10</sub> poles to a stone in the center of the Benton road; thence with the center of said road N. 16<sup>+</sup> 50' W. 80 poles to a stake in the center of said road; thence N. 81 <sup>1</sup>/<sub>4</sub> E. 54 <sup>3</sup>/<sub>4</sub> poles to a stake in the corner of Janus L. Baldwin's Land; thence N. 92 7' W. 32 <sup>8</sup>/<sub>10</sub> poles to a stake or stone; thence N. 81 <sup>1</sup>/<sub>4</sub> E. 98 <sup>1</sup>/<sub>10</sub> poles to a stake; thence S. 8 <sup>1</sup>/<sub>2</sub> E. 32 <sup>8</sup>/<sub>10</sub> poles to a stake or stone; thence N. 80<sup>+</sup> 30' E. 34 <sup>1</sup>/<sub>10</sub> poles to a bush; thence S. 92 15' E. 79 poles to the beginning, containing 110 acres more or less.

I 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 Mansville, this 14<sup>th</sup> day of May A. D. 1897.

J. N. Gosnell Clerk  
By J. W. Gosnell Deputy

Afterward on the 19<sup>th</sup> day of January A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

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Sheriff's Return.

The State of Ohio, Union County, ss:

|                   | \$        | cts       |
|-------------------|-----------|-----------|
| Sheriff's Fee     |           |           |
| Service           | 25        |           |
| Levy              | 25        |           |
| Sum. Appraisers   | 1         | 20        |
| Swearing "        |           | 25        |
| Writing Appraisal |           | 25        |
| Copy of "         |           | 25        |
| Notice to Printer |           | 25        |
| Writing Notice    |           | 25        |
| Mileage           | 1         | 12        |
| Postage           | 17        | 50        |
| Return            |           | 25        |
| <b>Total</b>      | <b>21</b> | <b>82</b> |
| Appraisers Fee    | 3         | 00        |

In obedience to the Command of the order of sale hereto annexed, I did, on the 15<sup>th</sup> day of May, 1897, summon Ray G. Morse, J. O. Titton and Lope Walker 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 15<sup>th</sup> 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 Fifteen Hundred Dollars,

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 19<sup>th</sup> day of May, 1897, I caused to be advertised in the Mansfield Tribune, (a newspaper 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 19<sup>th</sup> 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 19<sup>th</sup> day of June A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there came Williams & Bell who bid for the same the sum of Twelve Hundred and Fifty Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Williams & Bell being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Twelve Hundred and Fifty Dollars.

J. Ed. Robinson, Sheriff.

Proof of Publication 7313

On the 18<sup>th</sup> day of June A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:  
 A. J. Nelson Ex. etc. Court of Common Pleas, Union County, Ohio.  
 Abraham Dvor 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 at the north door of the Court House in Mansfield, Ohio, on Saturday, June 19<sup>th</sup>, 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 Taylor, County of Union and State of Ohio, and bounded and described as follows:

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Part of Virginia Military Survey Nos. 5629 and 6493 in Taylor Township and bounded and described as follows,  
 Being fifty acres off of the west side of the following described premises (the east line of said fifty acres to run parallel with the line of the Kenton road.) Beginning at a red oak north east corner to land deeded to Sanford Philbrook by George Janus; thence with the line of said land S. 85° 0' 17 1/10 poles to a stone in the center of the Kenton road; thence with the center of said road N. 16° 50' 0" 80 poles to a stake in the center of said road; thence N. 81 1/4° E. 54 3/10 poles to a stake in the corner of Janus L. Baldwin's land; thence N. 9° 7' 0" 32 3/10 poles to a stake or stone; thence N. 81 1/4° E. 98 1/5 poles to a stake; thence S. 81 1/2° E. 32 3/10 poles to a stake or stone; thence N. 80° 30' E. 34 1/5 poles to a bush; thence S. 9° 15' E. 79 poles to the beginning, containing 110 acres, more or less.

Appraised at \$30 per acre.  
 Terms of Sale Cash.

J. Ed Robinson  
 Sheriff Union County, Ohio.

May 17, 1897.

Affidavit  
 of  
 Printer

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 Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with May 17<sup>th</sup> 1897.

D. O. Smeaw.

Sworn to and subscribed before me, this 18<sup>th</sup> day of June, 1897.

Seal

J. N. Gosnell Clerk

Printers Fee, \$ 15 25.

Entry  
 7313

On the 21<sup>st</sup> day of June A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

A. J. Wilson, Executor et al. vs. Count of Common Pleas, Union County, Ohio.  
 Abraham Derr et al.

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Williams & Bell, by deed according to law, the property so sold; and the said purchaser is thereby 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 \$1250.00, it is ordered that the Sheriff, out of the moneys in his hands, pay:

First: To the Treasurer of this County the taxes, penalties and interest against said property, to-wit the sum of \$33.45.

Secondly: The costs of this action, taxed at \$

Thirdly: To the plaintiff, A. J. Wilson Executor of Joseph Rogers, deceased, the amount herebefore found due him, with interest, to-wit, the sum of Five hundred & Eighty & 9/100 (\$580.90) Dollars.

Fourthly: To Adam and Charles W. Snider, Executors of the estate of Philip Snider deceased, the amount asked for in their Answer and Cross-petition herein to-wit, the sum of \$56.00.

Fifthly: To the defendant, Abraham Dever, the balance of the money remaining in his hands, to-wit, the sum of \$

Approved:

J. C. Luffitt, Attorney for Plff.  
J. H. Kinkade " " Snider.

Attest,

J. N. Gosnell  
Clerk.

By pro A. Gosnell, Deputy.



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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 19<sup>th</sup> 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 21<sup>st</sup> day of June A. D. 1897, G. H. Southard et al filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against T. J. Hord et al, to-wit:

Petition  
7387

Ella Blue.  
vs  
T. J. Hords and  
Ruth M. Hords

Court of Common Pleas  
Union County, Ohio.

The defendants, on the 16<sup>th</sup> day of March A. D. 1897, executed and delivered to G. H. Southard and Ella Blue, their joint and several promissory note of that date, with 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.

Said note is unpaid, and there is now due the plaintiffs on said note the sum of One Hundred and Thirty Five Dollars, with interest at the rate of 8 per cent. per annum, from the 16<sup>th</sup> day of March A. D. 1897.

Wherefore plaintiff prays judgment against said defendants for the sum of One Hundred and Thirty Five Dollars with interest thereon from the 16<sup>th</sup> day of March A. D. 1897, at the rate of 8 per cent per annum till paid, and for costs of suit.

Cameron & Cameron  
Attorneys for Plaintiffs

The State of Ohio, Union County, ss:

R. L. Cameron 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. Cameron.

Sworn to by said R. L. Cameron before me, and by him signed in my presence, this 21<sup>st</sup> day of June A. D. 1897.

Geo A. Linnell Deputy Clerk.

"Exhibit A."

\$135<sup>00</sup>

Marysville, Ohio, March 16<sup>th</sup> 1897.

March 20/97 after date, as principal debtors, we jointly and severally promise to pay Southard and Blue or order,

at the Farmers Bank, Mansfield, Ohio, One Hundred and Thirty Five 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 corpus 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 rights of appeal in this behalf.

Witness our hands and seals, this 16<sup>th</sup> day of March, 1897.

J. J. Woods  
Ruth M. Woods.

On the 21<sup>st</sup> day of June A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

C. H. Southard & Co

Ella Blue

J. J. Woods and  
Ruth M. Woods

Court of Common Pleas  
Union County, Ohio.

Answer  
7387

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 corpus a judgment in favor of said plaintiffs against said defendants, on said note, for the sum of One Hundred and Thirty Seven Dollars and Seventy Five 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. H. Kinkade  
Attorney for Defendant

On the 21<sup>st</sup> day of June A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

C. H. Southard & Co

Ella Blue

J. J. Wood and  
Ruth M. Woods

Court of Common Pleas  
Union County, Ohio.

Entry  
7387

This day came the plaintiffs by their Attorneys, also appeared in open Court, for and on behalf of said defendants, J. H. Kinkade an Attorney at Law of this Court,

Petition  
7324

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 plaintiffs, for One Hundred and Thirty Seven Dollars and Seventy Five cents, being the amount of the principal and interest due on said note, and for the costs taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore concluded that said plaintiffs recover of said defendants the sum of One Hundred and Thirty Seven Dollars and Seventy Five cents, being the amount of said note with interest computed at 5 per cent. per annum from the 16<sup>th</sup> day of March A. D. 1897; and also their costs herein expended, taxed at \$4<sup>50</sup>.

Attest  
J. M. Hosnell

Clerk

By J. A. Hosnell Deputy.



Pleas continued and held at the Court House in Mansfield, 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 19<sup>th</sup> 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 5<sup>th</sup> day of March A. D. 1897, Clark Richard filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Albert N. Jones et al. to-wit:

Petition  
7324

Clark Richard  
vs  
Albert N. Jones,  
Charles M. Jones &  
Sarah Price

Court of Common Pleas  
Union County, Ohio.

This action is founded upon a promissory note for the unconditional payment of money only and of which said note the following is a copy, to-wit:

" \$1000.00

Plain City Ohio, Sept. 3<sup>rd</sup> 1890.

" One year after date for value received me or either of



Tom Howard  
Plaintiff.  
Dollars, which  
September,  
Plaintiff.

Afterward on the 10<sup>th</sup> day of March A. D. 1897, the Sheriff  
of said County returned said writ to the Clerk's office in said  
County, which return is as follows:

|                                       |       |
|---------------------------------------|-------|
| The State of Ohio,<br>Madison County, |       |
| Sheriff's Return                      |       |
| Sheriff's Fee                         | \$ 45 |
| Service & Return                      | 70    |
| Mileage                               | 3 80  |
| Copy                                  | 57    |
| Total                                 | 4 50  |

Received this writ March 6<sup>th</sup> A. D. 1897,  
at 3 O'clock P. M. and on March 5<sup>th</sup> A. D. 1897,  
served same by delivering to Sarah Price and  
Albert N. Jones each, personally a certified copy  
of this writ, with all the endorsements thereon.  
Scott Chinoweth Sheriff.

now says he  
Clark Richard,  
pleading of  
summit for  
in the  
Piper  
for, and  
of March A. D. 1897,  
small Clerk  
small Deputy

Summons.

On the 5<sup>th</sup> day of March, A. D. 1897, the following summons was  
issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County,  
To the Sheriff of said County:

You are hereby commanded to notify C. M. Jones that  
he has been sued by Clark Richard in the Court of Common  
Pleas of Union County, and must answer by the 3<sup>rd</sup> 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 15<sup>th</sup> day of March A. D. 1897.

Witness my hand and the seal of said Court,  
this 5<sup>th</sup> day of March A. D. 1897.  
J. T. Cosnell Clerk.  
By J. W. A. Cosnell Deputy

in the  
Union County,  
County Ohio,  
to law.  
Dollars (\$1,000.00)  
rate of eight  
Plaintiff.

Afterward on the 12<sup>th</sup> day of March A. D. 1897, the Sheriff  
of said County returned said writ to the Clerk's office in  
said County, which return is as follows:

|                                      |       |
|--------------------------------------|-------|
| The State of Ohio, Union County, ss. |       |
| Sheriff's Return                     |       |
| Sheriff's Fee                        | \$ 45 |
| Service & Return                     | 50    |
| Mileage                              | 1 76  |
| Copy                                 | 15    |
| Total                                | 2 41  |

Received this writ March 5<sup>th</sup> A. D. 1897, at  
11 O'clock A. M. and served same by delivering a  
true and certified copy of this writ with all the  
endorsements thereon to C. M. Jones personally on  
the 11<sup>th</sup> day of March, A. D. 1897.  
J. Ed. Robinson, Sheriff.

A. N. Jones  
Clark Richard  
and must  
petition of  
judgment sum-  
mons on  
said Court,  
D. 1897.  
C. Clerk  
U. Deputy.

Entry  
7324

On the 21<sup>st</sup> day of April A. D. 1897, the following entry was  
filed with the Clerk of this Court, to-wit:

Clark Richard  
vs  
Albert N. Jones  
Charles M. Jones Ed  
Sarah Price

Court of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard, and  
the defendants being in default for answer and demurrer,  
the Court find the allegations of the petition to be true and  
that they are indebted to the plaintiff in the sum of  
Fifteen Hundred Thirty & 67/100 Dollars (\$1530.67).

It is therefore considered by the Court, that said

plaintiff Clark Richard, recover from the defendants, Albert N. Jones, Charles M. Jones and Sarah Price, the said sum of Fifty Hundred Thirty & 00/100 Dollars and his costs herein expended taxed to \$

And it being made to appear to the Court that the defendant Sarah Price, signed the note herein sued, as surety for her co-defendants the Court find that Albert N. Jones and Charles M. Jones are principal debtors, and that Sarah Price is surety in the above judgment, and it is ordered that execution issue accordingly.

Leave is hereby granted to Charles M. Jones to file answer setting up his suretyship on the note herein sued on by May 22<sup>nd</sup>, 1897.

Porter & Porter for Sarah Price, Surety.

Answer  
of  
C. M. Jones.  
7324

Answer  
of  
Sarah Price  
7324

On the 21<sup>st</sup> day of April A.D. 1897, the following answer of Sarah Price was filed with the Clerk of this Court, to-wit:

Clark Richard  
vs  
Albert N. Jones  
C. M. Jones and  
Sarah Price

Court of Common Pleas,  
Union County, Ohio.

The said Sarah Price avers, that on the claim herein sued upon she was security, and security only, for both the said Albert N. Jones, and the said C. M. Jones; both of whom are principals on said note, and she only security as appraiser for both of them.

And she asks the Court to find, and certify that she was security only for said principals.

Porter & Porter, Attorneys for said Sarah Price.

John S. Wilson, being duly sworn, makes oath that he is the agent for said Sarah Price, duly authorized in the premises; and he further makes oath that the facts stated in the above pleading are true as he believes.

Sworn to by John S. Wilson before me, and signed by him in my presence this 21<sup>st</sup> day of April A.D. 1897.

seal

John S. Wilson  
J. N. Gosnell Clerk  
By Geo. A. Gosnell Deputy.

Motion  
7324

On the 12<sup>th</sup> day of May A.D. 1897, the following motion was filed with the Clerk of this Court, to-wit:

Clark Richard  
vs  
Albert N. Jones et al

Court of Common Pleas  
Union County, Ohio.

And now comes the said defendant Charles M. Jones and moves the Court to vacate the judgment heretofore at this Term rendered herein, for the reason that there was error

in the assessment of the amount of recovery, the same being to large, and this action being upon a contract.

Said defendant further asks the Court to permit him to file an answer herein showing that he is surety merely on the note herein sued on, for the defendant Albert N. Jones.

John M. Brodrick

Attorney for defendant Chas. M. Jones.

Answer  
of  
C. M. Jones.  
7324

On the 15<sup>th</sup> day of May A.D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Clark Rickard

vs  
Albert N. Jones  
Charles M. Jones and  
Sarah Price

Court of Common Pleas  
Union County, Ohio.

And now comes the said defendant Charles M. Jones and for his answer to plaintiffs petition herein says that he admits the signing of the note herein sued on, but says that he signed the same as surety merely for the defendant Albert N. Jones, and that the conditions of said note was wholly for the benefit and use of said defendant Albert N. Jones.

Said defendant Charles M. Jones therefore asks that on the hearing hereof he be certified as surety in the judgment rendered on said note.

John M. Brodrick

Attorney for defendant C. M. Jones.

The State of Ohio, Union County, ss:

Charles M. Jones, the defendant, being sworn makes oath that the facts stated in the foregoing answer are, as affiant believes, true,

C. M. Jones

Sworn to by said Charles M. Jones before me and signed by him in my presence this 15<sup>th</sup> day of May, 1897.

J. N. Gosnell Clerk

By Jno. A. Gosnell Deputy

July 6<sup>th</sup> A.D. 1897. - This case settled and costs paid.

Attest,

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

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Albert N. Jones  
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Answer of Sarah

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Attorneys for  
Sarah Price.

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facts stated

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and signed  
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Clerk  
Deputy.

Notice was

to Mr. Jones  
therefore at  
was error

Pleas continued and held at the Court house in Marysville, within and for the County of Union, in the South 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, 1896; on the 19<sup>th</sup> 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 2<sup>nd</sup> day of September A.D. 1896, James C. Martin filed in the Clerk's office of the said Court of Common Pleas, the following Petition against John Hudson, to-wit:

Petition James C. Martin Court of Common Pleas  
7188 vs Union County, Ohio.  
John Hudson

The plaintiff says, that he has a legal estate in, and is entitled to the possession of the following described premises situate in the County of Union, and the State of Ohio, and in Leeburg Township, and part of Survey No. 5586; beginning at a stake on the South line of Survey No. 5586, being N. 75° W. 33<sup>74</sup>/<sub>100</sub> poles from a stone at the South-east corner of James C. Martin's land, and at the south-east corner of a sixty-one acre tract of land as described in Volume 7, Page 228, of the Union County Record of Deeds: thence running parallel with the east line of said sixty-one acre tract, N. 12° E. 147<sup>29</sup>/<sub>100</sub> poles to a stone in the north line of said sixty-one acre tract: thence with said north line N. 79° W. 13<sup>7</sup>/<sub>100</sub> poles to a stake: thence with the subdivision line between the tracts as described in the deeds recorded in Volume 50, Page 258, and Volume 57, Page 496, of Union County Records of Deeds, with 12° N. 147<sup>29</sup>/<sub>100</sub> poles to a stake in the south line of said Survey: thence with said Survey line south 79° E. 13<sup>7</sup>/<sub>100</sub> poles to the beginning, containing 1<sup>1</sup>/<sub>2</sub> acres more or less.

The defendant ever since the 22<sup>nd</sup> day of August, 1884, has unlawfully kept the plaintiff out of the possession of said premises. The plaintiff therefore asks judgment for the delivery of the possession of said premises to him, and he asks all other and further relief.

Porter & Porter  
Attorneys for Plaintiff.

The plaintiff James C. Martin, being sworn, makes oath, that the facts stated in the foregoing petition are true as he believes.

J. C. Martin

Sworn to by James C. Martin before me, and signed by him in my presence this 2<sup>nd</sup> day of September A.D. 1896.

J. N. Gosnell Clerk.

To the Clerk:

Receipt Issue a summons against the defendant, John Hudson, returnable according to law - endorse "action for the recovery of Real Property."

Porter and Porter  
Attorneys for Plaintiff

September 2<sup>nd</sup> 1896.

Summons

Sheriff's Return

Answer 7188

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Summons.

On the 2<sup>nd</sup> day of September A.D. 1896, the following summons was issued to the Sheriff of Union County, Ohio, to-wit:

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

You are hereby commanded to notify John Hudson, that he has been sued by James C. Martin, in the Court of Common Pleas of Union County, and must answer by the 3<sup>rd</sup> 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 14<sup>th</sup> day of September, 1896.

Witness my hand and the seal of said Court, this 2<sup>nd</sup> day of September A.D. 1896.

J. N. Gravel Clerk

Afterward on the 7<sup>th</sup> day of September A.D. 1896, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows, to-wit:

The State of Ohio, Union County.

Sheriff's Return.

|                  |    |    |
|------------------|----|----|
| Sheriff's Fee    | \$ | 50 |
| Service & Return |    | 50 |
| Mileage          | 2  | 00 |
| Copy             |    | 15 |
| Total            | 2  | 65 |

Received this writ September 3<sup>rd</sup> A.D. 1896, at 8 o'clock A.M. and served same by handing a true copy of this writ with the endorsement thereon to John Hudson personally on the 4<sup>th</sup> day of September, 1896.

Wm. S. Burdgras, Sheriff.

Answer 7188

On the 8<sup>th</sup> day of February A.D. 1897, the following answer was filed with the Clerk of this Court, to-wit:

James C. Martin  
vs  
John Hudson  
Court of Common Pleas  
Union County, Ohio.

The defendant herein by leave of the Court first had and obtained, for answer says:

That he denies each and every allegation contained in the petition of the plaintiff.

For further answer the defendant says he holds and has the legal title to the lands described in the petition of the plaintiff, and says he now holds and has held for more than twenty-one years last past upon peaceable, notorious and adverse possession of said lands so described in the petition of the plaintiff.

This defendant further answering says: that prior to the year 1884, one A. J. Caylor and the said John Hudson defendant herein owned as tenants in common, sixty-one (61) acres of land including the said lands described in the petition of the plaintiff; that during the year 1884, the said A. J. Caylor and John Hudson defendant, by mutual agreement with the then County Surveyor, established a division line, dividing the lands so held in common as aforesaid and then established a division line and placed monuments thereon, and thereafter held and possessed the same according to the line and monuments then placed and established, and at the time of said mutual division as aforesaid, the said Caylor and this defendant by Deed Claim Deeds arranged to, and did convey by said

dudo so as to hold the said lands in severally.

That when the plaintiff herein purchased of the said Taylor his the said Taylors land he purchased with the full knowledge of the existence and location of said line and monument and no more and then knew and had full knowledge and notice of the same.

Said defendant further says that the line so agreed upon and established at said date is the same line and has remained fixed and unmoved since said day, and is the true division line.

The defendant therefore prays that on a final hearing herein he may be decreed to hold the legal title to the lands described in the petition of the plaintiff and for all proper relief.

N. T. Hoopes & Byron E. Ayers  
Attorneys for Defendant.

State of Ohio, Union County, ss.

John Hudson being duly sworn says the facts stated and allegations contained in his foregoing answer are as he believes true.

John Hudson.

Sworn to before me and signed in my presence this 6th day of February, 1897.

Richard L. Cameron  
Notary Public in & for  
Union County, Ohio.

On the 2nd day of March A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7188 James C. Martin vs John Hudson  
Court of Common Pleas  
Union County, Ohio.

This day the death of the plaintiff is suggested, and leave is granted to substitute the heirs, and all other necessary parties as plaintiffs, and cause continued.

On the 2nd day of April A. D. 1897, the following entry of appearance was filed with the Clerk of this Court, to-wit:

Entry of Appearance et. 7188 James C. Martin vs John Hudson  
Court of Comm Pleas  
Union County, Ohio.

Samuel A. Martin hereby enters his appearance in the above entitled case waiving the service of summons and all other process against him, and avers that James C. Martin who is his father died since the commencement of this action intestate, and that said Samuel A. Martin is the representative and successor in interest in the subject matter in the above case, and avers that he is the heir and the only heir at law and only child of the said James C. Martin deceased, and says that he is the only representative and successor in trust, in said subject matter of said trust, and he moves the Court for leave to come in and prosecute

Reply 7188

Entry 7188

said cause, to the same extent that the said James C. Martin could have done if living, and hereby prays for the same relief as asked for by said James C. Martin, and that he be substituted as plaintiff instead of the said James C. Martin deceased, who was his father as aforesaid.

Samuel A. Hudson.

Sworn to by the said Samuel A. Martin before me and signed by him in my presence this 2<sup>nd</sup> day of April, 1897.

J. N. Gosnell Clerk

By Jno. A. Gosnell Deputy.

Seal

On the 20<sup>th</sup> day of April A.D. 1897, the following Reply was filed with the Clerk of this Court, to-wit:

Reply 7188

James C. Martin  
vs  
John Hudson

Court of Common Pleas  
Union County, Ohio

Samuel A. Martin who is the only representative, successor and heir-at-law, in interest, in the subject matter of this action, Cause No. 7188, and by leave of the Court, has entered his appearance as plaintiff in this case, because of the death of his father, which occurred since the commencement of this action, and comes and replies to the answer of the defendant, John Hudson, and for reply to the same.

Denies each and every allegation, and statement made in said answer.

Porter & Porter

for Plaintiff

Samuel A. Martin, who is now plaintiff, being sworn, makes oath that the facts stated in the foregoing reply are true as he believes.

Samuel A. Martin

Sworn to by Samuel A. Martin, the plaintiff, before me, and signed by him in my presence this 20<sup>th</sup> day of April, A.D. 1897.

J. N. Gosnell Clerk

By Jno. A. Gosnell Deputy

Seal

On the 19<sup>th</sup> day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7188

James C. Martin  
vs  
John Hudson

Court of Common Pleas  
Union County, Ohio

Upon the trial and hearing of this cause the Court was requested by the plaintiff in its findings and judgment in this cause, and with a view of excepting to the decision of the Court upon the questions of law involved in the trial, to state in writing its conclusions of fact found, separately from its conclusions of law in the trial herein.

On the 31<sup>st</sup> day of June A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion  
7185

James C. Martin  
vs  
John Hudson

Court of Common Pleas  
Union County, Ohio.

The plaintiff moves the Court to set aside the finding of facts found and its conclusions of law arising upon the facts in this action, and grant a new trial therein, and for ground of his motion plaintiff says:

I The conclusions of law arising upon the facts found were contrary to the law of the case.

II The finding and judgment of the Court was against and contrary to the law of the case.

III The Court erred in allowing oral evidence on the trial to add to vary and contradict the written contract and deeds of the defendant and of the plaintiff on and as to which this action was commenced and prosecuted.

IV The finding and judgment of the Court was for the defendant, when they should have been for the plaintiff under the evidence and law of the case.

Plaintiff therefore asks that said conclusions, findings and judgment of the Court be reversed, and set aside, and that a new trial be granted.

Postor & Postor

Attorney for Plaintiff.

On the 21<sup>st</sup> day of June A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7185

James C. Martin  
vs  
John Hudson

Court of Common Pleas  
Union County, Ohio.

The Court on the request of the plaintiff, with the view on the part of the plaintiff, of excepting to the decision of the Court upon the questions of law involved in the trial of this case, states in writing its conclusions of fact found, separately from its conclusions of law, as follows:-

1. The Court find that on the 28<sup>th</sup> day of April 1881, the defendant, and one A. J. Caylor plaintiff's grantor, were the owners of, and were tenants in common of the following tract of land each owning one undivided one half thereof in fee simple, in the County of Union, and State of Ohio, - Part of Survey No. 5586, on the waters of Baker Creek, and bounded and described as follows, to-wit:

Beginning at a Buck and Ironwood, Southeast corner of said Survey; thence N. 83 deg. W. 70 poles to a stake; thence N. 7 deg. E. 140 poles to a stake on the back line; thence S. 83 deg. E. 70 poles to an Elm and Burr-oak; thence S. 7 deg. W. 140 poles to the beginning, containing 61 acres of land.

That by agreement between defendant and said Caylor, they caused to be surveyed off the East side thereof, on said 28<sup>th</sup> day of April 1881, 30 $\frac{1}{2}$  acres for said A. J. Caylor.

The plaintiff was present, and assisted in making such survey by carrying chain.

That immediately after said survey the defendant and said Caylor built a partition fence on the line dividing said 61 acres tract.

That on the 22<sup>nd</sup> day of August 1884, the defendant conveyed

to said Caylor, by quit claim deed the East one-half of said 61 acre tract above described, describing same by the same metes and bounds as above given, and on same day said Caylor conveyed to said defendant by quit claim deed the west half of said 61 acre with same boundary: And on the said August 22<sup>nd</sup> 1884, said Caylor deeded to plaintiff said East one-half of said 61 acre tract, by warranty deed giving said description as above of said 61 acre.

That ever since said 30 1/2 acres was surveyed off to said A. J. Caylor, and until the beginning of this action, said division line has been recognized as the true line.

Said Caylor understanding and believing that it was the true line dividing said 61 acre tract in equal parts.

That on the 6<sup>th</sup> day of May, 1839, Alexander McKonkey was the owner of a tract of 122 acres in said survey, conveyed to him by metes and bounds as follows:-

Beginning at a sugar tree and beech, original south line of said survey, and in the line of F. Frazer's survey, and corner to a lot sold to James Manchester; thence N. 7 deg. E. 140 poles to a beech; thence South 83 deg. E. 140 poles to an Elm and Burr-oak; thence S. 7 deg. N. 140 poles to a beech and Ironwood in said Frazer's line, and original line of said survey No. 5586; thence N. 83 deg. W. 140 poles to the beginning, containing 122 acres.

That on said last mentioned date (May 6<sup>th</sup> 1839) Mr. McKonkey conveyed to Orrilla Cameron 61 acres of the east side of said 122 acre tract, it being the same 61 acre tract above described; and on February 14<sup>th</sup> 1844, Mr. McKonkey conveyed the balance of said 122 acres to J. B. Haynes, which last mentioned deed described the whole of said 122 acre tract, concluding as follows "the part hereby conveyed is the west one-half (1/2) of the above said described tract, to contain 61 acres, and more if any there be after taking off 61 acres off the East side of the above described tract of 122 acres."

That on the 4<sup>th</sup> day of April 1847, said Haynes conveyed all his interest in said 122 acre tract to Benjamin Hudson, the father of the defendant, who is now the owner thereof by descent and purchase.

On the said 28<sup>th</sup> day of April, 1881, the defendant being the owner of all of said tract of 122 acres, excepting said 61 acre tract off the East side thereof, and owning jointly with said Caylor, said 61 acre tract in equal shares, in the division thereof said Caylor took the east half thereof, and the defendant the west part being adjoining his other tract: the deeds from Hudson to Caylor, and Caylor to Hudson being made as aforesaid on August 22<sup>nd</sup> 1884.

That shortly before bringing this action, the plaintiff caused a survey to be made of said 61 acre tract, by Mr. Harvey the County Surveyor, who ran a line dividing said 61 acres in equal parts.

Said surveyor found that in fact there were 63 3/5 acres therein, instead of 61 acres only, and that the defendant was in the occupancy of all of said 61 acre tract excepting the 30 1/2 acres off the said east side thereof; and I find the fact to be that said Caylor had 14 1/5 acres less than the east half of said 61 acre tract, and that said Hudson had 14 1/5 acres more than the West one-half of said 61 acre tract, according to said survey of said Harvey, and that said Hudson had the same in possession and occupancy since the year 1881, and that this strip of one and one-fifth acres is the amount sought to be recovered by the plaintiff of the defendant in this action.

A copy of the plat introduced in evidence, made by the surveyor of said disputed strip is hereto attached, marked "C" and made a part of this finding: said disputed strip being between the letters "A and B," on said plat.

The Court further find the fact to be, that both plaintiff and defendant claim title from the same source, to-wit: under and through the said Orrilla Cameron.

On the above facts the Court finds against the plaintiff, and for the defendant.

Duncan Dow, Judge of Court of Common Pleas.

To which conclusion of law arising upon the facts found, the plaintiff then and there excepted.

Thereupon the plaintiff moved the Court to set aside said finding and conclusions of law arising upon the facts, and grant the plaintiff a new trial for reasons set forth in said

aside the arising therein, and facts found was against on the trial deeds of the is action was for the defendant, and law of the case and judgment granted. Plaintiff. ing was filed to the view on Court upon two in writing ins of law; 1881, the defec owners of, and each owning ing of Moore, of Bobus Creek, error of said 140 poles to a n and Burr-oak; is of land. Caylor, they day of April making such and said Caylor ant conveyed

motion, which motion, the Court overruled, to which ruling and decision of the Court the plaintiff then and there excepted.

It is therefore considered and adjudged by the Court that the defendant is the legal owner of the premises described in plaintiff's petition, and is entitled to the possession of the same; and it is further considered that the defendant go hence without day, and recover of the plaintiff his costs herein taxed at \$ 33.74 to which judgment and decision the plaintiff then and there excepted.

Leesburg T.P.  
Survey No. 5586

"6"

Ayers Ayers  
Attorneys for Defendant,  
Porter Porter  
Attorneys for Plaintiff.

Petition  
7327



Attest  
J. M. Gosnell, Clerk  
By J. A. Gosnell Deputy.

Lanson B. Harvey, S. U. C. O. 7/15 1896

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4. Co. O. 7/15 1896

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, 15-mil; on the 19<sup>th</sup> day of April in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Petition  
7327

Be it remembered that heretofore to-wit, on the 6<sup>th</sup> day of March A.D. 1897, George W. Harshman filed in the Clerk's Office of the Court of Common Pleas, the following Petition against Benjamin F. Funk et al. to-wit:

George W. Harshman  
vs  
Benjamin F. Funk, Cynthia C. Funk,  
Isaac N. Funk, Helen C. Funk,  
Amy J. Funk, Mary C. Funk,  
John A. Funk, Jennie M. Funk,  
B. C. Stumberger, George Stumberger,  
Catharine C. Deaver, Anna M. Bronnfield  
Charles Pierce as the Trustees of Catharine  
C. Deaver and Anna M. Bronnfield,  
Blanch Funk as Administratrix of  
Christian C. Funk Deceased,  
Eda C. Funk widow of Christian C. Funk,  
Blanch Funk and Martha J. Funk,  
Charles E. Thomas and The Springfield  
National Bank and John L. Zundman  
Assignee of John A. Funk.

Court of Common Pleas,  
Union County, Ohio.

The said plaintiff George W. Harshman says there is due him from the defendants Benjamin F. Funk Cynthia C. Funk, Isaac N. Funk, Helen C. Funk, Amy J. Funk, Mary C. Funk, John A. Funk, Jennie M. Funk, B. C. Stumberger, George Stumberger, Catharine C. Deaver, Anna M. Bronnfield, Charles Pierce as the Trustees of Catharine C. Deaver and Anna M. Bronnfield, Blanch Funk as Administratrix of Christian C. Funk deceased and Eda C. Funk on the joint promissory note of said defendants (a copy of which with the endorsements thereon is hereto attached) the sum of Six Thousand Seven Hundred and Fifty & 67/100 (\$6760.67) Dollars, with interest thereon from November 13<sup>th</sup> 1896, at seven (7) per cent per annum payable annually and interest on accumulated interest at the same rate.

Therefore plaintiff asks judgment against said defendants for said sum of Six Thousand Seven Hundred and Fifty & 67/100 Dollars with interest thereon at seven per cent from November 13<sup>th</sup> 1896, and interest payable annually and interest upon accumulated interest at the same rate payable annually.

Second Cause of Action.

The said plaintiff George W. Harshman further says that said defendants, Benjamin F. Funk and Cynthia C. Funk Isaac N. Funk and Helen C. Funk, B. C. Stumberger, George Stumberger, Amy J. Funk, Mary C. Funk, John A. Funk, Jennie M. Funk and Amy J. Funk and Christian C. Funk as Trustees for Kate C. Deaver and Anna M. Bronnfield and Christian C. Funk and Eda C. Funk on the 23<sup>rd</sup> day

of September 1890, executed and delivered to plaintiff their Mortgage deed for the lands herein described, and thereby conveyed said lands to plaintiff conditioned that said defendants would pay plaintiff their promissory note of that date for Seven Five Hundred Dollars, payable in two years with interest at eight per cent per annum payable annually and any interest not paid when due shall bear 8 per cent interest thereafter. That said two years have long since elapsed and that said note and said sum of money has not been paid except the following sums of money paid and endorsed on said note to-wit: November 21/91 Paid on the within Six Hundred Eighty Six Dollars and Thirty Two Cents being interest up to date, November 14, 1892, Paid on the within note Eleven Hundred and Eighty Six Dollars & 27/100; Rec'd June 23<sup>rd</sup> 1893 \$420<sup>00</sup>, Rec'd April 27, 1894 \$286<sup>02</sup>, Rec'd April 27 1894, \$21<sup>06</sup>, Rec'd Nov. 9, 1894, \$390<sup>35</sup>, Rec'd Nov. 13, 1895, \$445<sup>45</sup>, leaving now due plaintiff from said defendant by reason of said note and Mortgage and now a Mortgage lien on said lands the sum of Six Thousand Seven Hundred and Sixty & 67/100 Dollars, and interest thereon at Seven per cent payable annually from November 13<sup>th</sup> 1896, and interest upon any interest not paid and due or that may become due and not paid when due at the rate of Seven per cent per annum payable annually.

That on the 14<sup>th</sup> day of November 1892, plaintiff agreed to reduce the rate of interest to seven per cent instead of eight per cent but interest to be payable as before and the amount found due on said 14<sup>th</sup> day of November was \$6313.72.

That said Mortgage deed was filed for record in the Recorder's Office of said Union County, Ohio, Oct. 1<sup>st</sup> 1890 and recorded in Book 30 Page 66 of the Records of Mortgages of said County.

That by the last will and testament of John Funk deceased the ancestor and father of Henry J. Funk and Christian Funk and of Catharine Deaver and Anna M. Brownfield and others and from whom defendants are possessed of said land by devise the said Henry J. Funk and Christian C. Funk were made the Trustees of the interest in said estate of Catharine C. Deaver and Anna M. Brownfield including an undivided one eighth interest in said lands to each to-wit; 1/8 to Catharine C. Deaver and 1/8 to Anna M. Brownfield which interests were held in trust for them by said Henry J. Funk and Christian C. Funk with full power to sell and convey the same.

That said last will and testament of John Funk died was duly probated by the Probate Court of Clark County, Ohio, on the day of 188 and the said Trustees then and there accepted the trust aforesaid and were duly qualified as such and as such Trustees signed said Mortgage deed and thereby conveyed the interest of said Catharine C. Deaver and Anna M. Brownfield in said land to plaintiff for the uses and purposes therein expressed.

That on the 20<sup>th</sup> day of May 1895, the said Henry J. Funk and Christian C. Funk resigned said Trusteeship and on the day of May 1895, Charles Pierce of Springfield Ohio,



was duly appointed and qualified by the Probate Court of Clark County, Ohio, as Trustee of said Catherine C. Deaver and Anna M. Brownfield with power to carry out the provisions of said Trust, and the said Pierce continues to this day to be the trustee aforesaid of said Catherine Trust.

That on the 24<sup>th</sup> day of March, 1896, the said Christian C. Fink died leaving surviving him his widow Ida C. Fink, and two children Blanch C. Fink and Martha J. Fink and that said Blanch C. Fink is Administratrix of the estate of Christian C. Fink deceased, duly appointed and qualified by the Probate Court of Clark County, Ohio, April 18<sup>th</sup> 1896, and that said Blanch C. Fink and Martha J. Fink are the only lawful heirs of said Christian C. Fink.

The land aforesaid is described as follows: Situate in the Township of Liberty, County of Union and State of Ohio, and bounded and described as follows:

Being part of Survey 4404, Beginning at a stone in the Judy and Lee Road at Samuel Turners N. East corner and Jesse Smith's S. East corner; thence west 10 poles on Samuel Turners north line; thence south 10 poles to a stake; thence East to the center of the Judy and Lee Road 10 poles; thence North 8 poles to beginning, containing  $\frac{1}{2}$  acre of land.

#### Second Tract:

Situate in same County and State and Survey bounded as follows:

Beginning at a Hickory and two Beeches north corner of Lot divided by Matthew Bommer to John Judy Sr. and divided by said Judy to Reynolds Lane; thence N.  $11^{\circ} 35'$  E. 21 poles to two oak and Sugars; thence N.  $81^{\circ}$  E. 40 poles to a Buck, Hickory and Buckeye; thence S.  $11^{\circ} 35'$  E.  $73\frac{1}{2}$  poles to two Hickories; thence N.  $81^{\circ}$  E. 83 poles to Hickory and oak; thence S.  $11^{\circ} 35'$  E.  $57\frac{1}{2}$  poles to a corner of Lot conveyed by said Judy to Jacob Rudisall; thence S.  $81^{\circ}$  E. 45 poles; thence S.  $11^{\circ} 35'$  E. 80 poles to corner of Rudisall's Lot to original line of Survey; thence S.  $81^{\circ}$  E. 75 poles to beginning, containing 100 acres more or less, being part of Survey 4404 - said land conveyed by M. Bommer to John Judy Sr. and by said Judy to Turner.

#### Third Tract:

Also part of same Survey, bounded and described as follows: Beginning at Northeast corner of tract of land conveyed by John Judy Sr. to Turner; thence S.  $11^{\circ} 35'$  E.  $74\frac{1}{4}$  poles; thence N.  $81^{\circ}$  E. 82 poles; thence in straight line 82 poles to the beginning containing 38 acres 1 Rod and 9 poles.

#### Fourth Tract:

Also a part of same Survey which was heretofore set apart in severally to the Theo. Sem. of the Protestant Episcopal Church in the Diocese of Ohio, under and by virtue of an order of Partition made by the Court of Common Pleas of Union County, Ohio, at August Term 1849, bounded and described as follows:

Beginning at Dogwood, Ironwood and Ash, being the south East corner of tract so set apart in severally as aforesaid to said

Seminary and the South East corner of Lot set apart in like manner to Josie Mead: Thence with her line S. 81° N. 160 poles to stake and Sugar in line of a Lot set apart in like manner to George H. Tennant: Thence with his line and with the line of Lot set apart in like manner to Thomas J. Inyon S. 10° E. 80 poles to a Lyme Hickory and Ash in South East corner to Inyon's Lot: Thence N. 8 1/2° E. 160 poles to a stake in the East line of that portion of said Survey 4404 set apart as aforesaid to said Seminary: Thence N. 11° N. 80 poles to the beginning, containing 80 acres more or less, excepting 1/2 acre deduced to School District No. 9 Union County, Ohio.

Fifth Tract:

Situated in said County and State and bounded and described as follows:

Being in said Survey 4404. First a Lot of 4 1/2 acres conveyed by Joshua Knight to Samuel Scott deceased, beginning at a stake in line of land of Atlantic & G. N. R. R.: Thence S. 90° E. 36 poles to a stake in north line of Lot No. 2 hereinafter mentioned: Thence S. 81° N. 36 poles to stake in the line of said R. R.: Thence with line thence to beginning and being between the Rufus Smith Lot and said Lot No. 2. Second - all of Lot No. 2 of the subdivision of said Survey as recorded in the plat of the Partition made of the same, made in the case of the Trustees of Kenyon College in the Court of Common Pleas of said County, excepting 50 acres conveyed off the west end thereof to William Olegg and also excepting about 4 acres conveyed to said R. R. Co., leaving about 80 acres hereby conveyed and being the same conveyed to John Robinson by Samuel Scott by deed dated Nov. 10, 1865-

Third - all of the lot conveyed by the Trustees of Kenyon College to James Hamilton, beginning at Stake North east corner of said Land and corner of Turners land: Thence S. 11° E. about 78 poles west corner of lands sold by J. H. Hamilton to B & D R R Co. Thence S. 81 1/4° N. with said line about 240 poles to East line of land sold to Thomas Sticking: Thence N. 90° N. with said line and East of lands sold to George Eichelberger about 78 poles to a stake in line of said Lot No. 2: Thence N. 81° E. to the beginning, containing 125 acres more or less and the whole being the Farm deeded by John Robinson to Lewis Jenkins by deed of general warranty on 19<sup>th</sup> day of July 1869, and adjoining the farm of said Turner, Excepting therefrom 6 3/4<sup>th</sup> acres of land being a strip of land thirty feet on either side of the center line of the Toledo & Ohio Central Railway, said land having been appropriated for Right of Way across said farm by said Railway Company.

The plaintiff further says that John A. Furb and Jennie M. Furb defendants aforesaid, on the 21<sup>st</sup> day of January 1893, executed and delivered to Charles E. Thomas, C. E. Furb, Henry J. Furb and Benjamin F. Furb a Mortgage deed of said land conditioned that they pay the note of said John A. Furb, dated January 12, 1892, for Five Thousand Dollars, with interest at (8) Eight per cent and due in one year from date thereof, to said Charles E. Thomas or which said Benjamin F. Furb, Henry J. Furb and C. E. Furb

Copy from.

are endorsers, and also that they pay the note of said John A. Funch to the Springfield National Bank dated January 9, 1893, due in three months from the date thereof for Twenty Five Hundred Dollars upon which note said C. C. Funch and Henry J. Funch are endorsers. Said John A. Funch has on the day of 1896, made a general assignment for the benefit of his creditors and John L. Immum is his assignee.

That said Mortgage was duly filed for record and Recorded in Book 31 & on Page 601 of the Records of Mortgages of said County.

Therefore plaintiff prays that said Charles E. Thomas and the Springfield National Bank and the said Benjamin F. Funch, Henry J. Funch and C. C. Funch be required to answer this petition and set up any claim they may have against said land or be forever barred therefrom, and for an order of Foreclosure and for an order of sale of said lands to pay plaintiffs claim amounting to said sum of Six Thousand Seven Hundred and Sixty & 67/100 Dollars, with interest thereon at seven per cent from November 13<sup>th</sup> 1896, payable annually and interest upon accrued interest at seven per cent from the time the same became due 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, he is an Attorney for said plaintiff George H. Harschman, and that the within contracts upon which said action is brought are in his possession and that the plaintiff is a non-resident of said County of Union, and that the statements of said petition are true as he believes.

A. B. Robinson.

Sworn to before me and by him subscribed in my presence this 6<sup>th</sup> day of March, 1897.

J. N. Gosnell Clerk of Courts.

Copy of note

"Copy of note and endorsement."

\$7500 00

Springfield Ohio, Sept. 30, 1890.

Two years after date we promise to pay to the order of George H. Harschman, Seven Thousand Five Hundred Dollars (\$7500) for value received with int. at the rate of 8% per annum from date until paid, payable annually and if any interest remain unpaid for ten days after the same becomes due the holder of this note may at his option declare the prin. thereof at once due and payable with the accumulated int & may collect the same and any int. not paid when due shall bear 8% thereafter.

This note secured by Mortgage on Real Estate.

Benjamin F. Funch  
Cynthia E. Funch  
D. N. Funch  
Hellen G. Funch  
B. E. Steinbarger  
George Steinbarger  
(Comm).

in like  
to state  
to George  
& Lot set  
to a Lynn  
N. S. & C.  
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1/2 N. 80 poles to  
1/2 acre deduc  
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of January  
Funch, Henry  
said land  
unk, dated  
at at (8) eight  
il Charles E.  
and C. C. Funch

Henry J. Funk,  
 Mary E. Funk,  
 John A. Funk,  
 Jennie M. Funk,  
 { Henry J. Funk,  
 { Christian E. Funk  
 Trustees of Kate C. Deaver &c  
 Anna M. Brownfield,  
 Christian E. Funk,  
 Ida C. Funk,

and the same is endorsed as follows:

November 21/91, Recd on the within Six Hundred Dollars.  
 G. W. Haushman.

November 14/92 Recd on the within Six Hundred and Eighty Six & Thirty two cents being Int. up to above date.

November 14/1892 Recd on the within note eleven Hundred and Eighty six Dollars 29 or 7 per cent. G. W. Haushman.

Recd January 23, 1893 \$420.00 =

Recd Apl 27, 1894 \$ 28.62 =

Recd Apl 27, 1894 \$ 21.61 =

Recd Nov. 9, 1894 \$390.35 =

Recd Nov. 13, 1895 \$445.48 =

On the 29<sup>th</sup> day of March A. D. 1897, the following waiver was filed with the Clerk of this Court, to-wit:

Waiver 7327  
 George W. Haushman vs Benjamin F. Funk et al  
 Court of Common Pleas, Union County, Ohio.

The undersigned defendants in the action above named hereby waive the issuing and service of Summons in this case and hereby enter their appearance thereto.

John Funnurman, Assignee  
 of John A. Funk

Henry J. Funk, Mary E. Funk, Blanch E. Funk, Admof.  
 Chas H. Puiel, Trustee, Anna M. Brownfield, Blanch E. Funk  
 Charles E. Thomas, Ida C. Funk, Martha J. Funk  
 Jennie M. Funk, John A. Funk, Springfield Natl Bank By  
 B. E. Stumberger, Geo. S. Stumberger J. H. Infield Cashier,  
 Kate C. Deaver.

On the 2<sup>nd</sup> day of April A. D. 1897, the following Waiver was filed with the Clerk of this Court, to-wit:

Waiver 7327  
 George W. Haushman vs Benjamin F. Funk et al  
 Court of Common Pleas, Union County, Ohio.

The above named defendants who subscribe their names hereby waive the issuing of Summons and service thereof and waive notice by publication and enter their appearance in the above entitled case for the foreclosure of a mortgage held by plaintiff upon which there is a balance of \$6760.67

Entry 7327

Sheriffs Return

claimed with Int at 7 per cent from Nov. 13, 1896 - action pending in Union County Court of Common Pleas.

Benjamin F. Fink,  
Cynthia E. Fink,  
Isaac N. Fink,  
Allen H. Fink.

Entry  
7327

On the 19<sup>th</sup> day of April A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

George W. Harshman | Court of Common Pleas  
vs | Union County, Ohio.  
Benjamin F. Fink et al

This day came the plaintiff and thereupon this cause came on for hearing upon the pleadings, and the defendants came not but made default herein.

And thereupon this cause was submitted to the Court, and the Court being fully advised in the premises finds for the plaintiff and finds the statements of the plaintiff's petition are true, and finds that there is due said plaintiff from the defendants on the note and mortgage set up in said petition the sum of Six thousand Nine hundred and Sixty seven & 80/100 Dollars, and that the same is a first mortgage lien upon the premises described in plaintiff's petition, and that the conditions of said mortgage are broken, and that plaintiff ought to have an order of sale of said land to pay plaintiff's claim aforesaid.

It is further found that a survey of said premises is necessary to give a clear and distinct description thereof.

It is therefore considered, ordered, adjudged and decreed by the Court that plaintiff recover of said defendants said sum of Six thousand Nine hundred and Sixty seven & 80/100 Dollars & interest at 7 per cent from April 19, 1897, and his costs herein expended taxed at \$

It is further ordered and decreed that if defendant fail to pay said sum for three days an order of sale of said lands be issued to the Sheriff of Union County, Ohio, who is appointed a master Commissioner for that purpose, commanding him to appraise and sell said lands according to law as upon execution and before doing so that he cause a survey of the same to be made so that the boundaries thereof may be made to include the entire tract of land in one continuous description and as one parcel of land and that he report his proceedings herein to this Court for further order.

On the 1<sup>st</sup> day of May A.D. 1897, the following Surveyor's Report was returned by the Sheriff of Union County, Ohio, to-wit:

|                  |                   |       |
|------------------|-------------------|-------|
| Sheriff's Return | Sheriff's Fee     | \$ 40 |
|                  | Surveyor's Return | 50    |
|                  | Swearing Carriers | 20    |
|                  | Mileage           | 1 28  |
|                  | Summons           | 1 00  |
|                  | Total             | 3 08  |

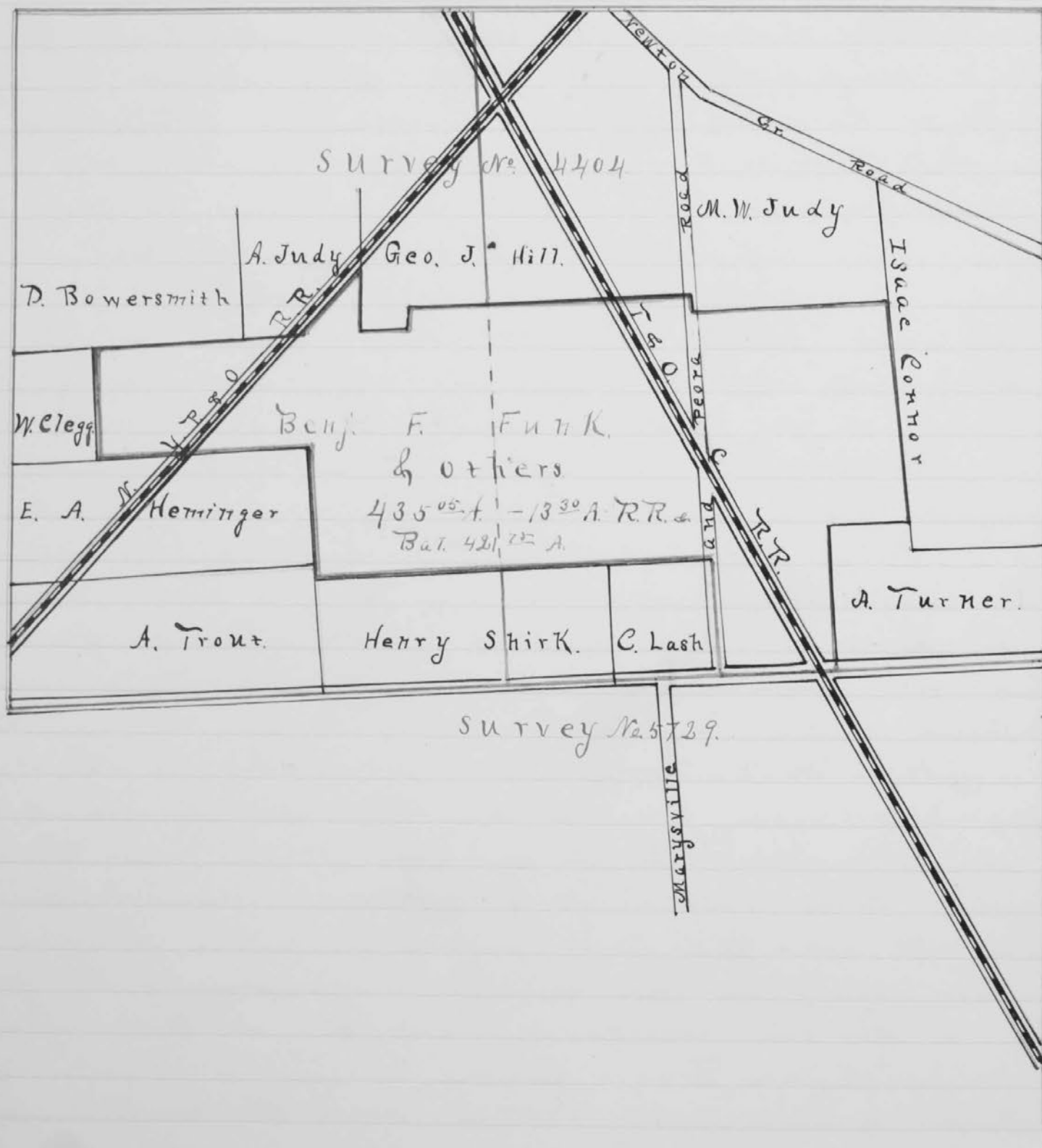
No. 7327.  
Case of Geo W. Harshman  
vs.

Benj F. Fink et al.  
In obedience to the order of Court in the

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C. D. Lavin &  
Winfield,  
Fink,  
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& a mortgage  
ce of \$6760.67

above case I proceeded with the Deputy County Surveyor on the 23<sup>rd</sup> and 26<sup>th</sup> days of April, 1897 to locate the lines and establish the corners, ascertain the acreage and have caused a good Plat and Description of said Funk lands to be made, all of which I attach hereto and make part of this return.

J. Ed Robinson  
 Sheriff of Union County, Ohio.



Situated in Liberty Township, Union County Ohio,  
 part of Survey No. 4404.

Surveyed April 23 & 26 - 1897.

J. C. Kennedy  
 Deputy County Surveyor

Surveyor on  
to the lines  
have caused  
to be made,  
return,  
County, Ohio.

Description.

Beginning at a stone in the center of the Maysville and Perria Gravel Road at the south west corner to the lands of Michael W. Judy; thence with the south line of said land N. 86° 15' E. 122<sup>32</sup> poles to a stone in the west line of the lands of Isaac Connor Deed; thence with the west line of said Connor's land S. 8° E. 131<sup>60</sup> poles to a stake, westerly corner to Addison Turner's land; thence with the westerly line of said Turner's land S. 85° 45' N. 47<sup>44</sup> poles to a stake and stone another corner to said Turner's land; thence with the westerly line of said land S. 7° 15' E. 80<sup>60</sup> poles to a stone in the center of the County Road; thence with the center of said Road S. 85° N. 75<sup>25</sup> poles to a stone in the center of the Maysville and Perria Gravel Road; thence with the center of said Gravel Road N. 7° 45' N. 66 poles to a stone at the north east corner to Charles Lash's land; thence with the westerly line of said Lash's land and continuing with the line of Henry Shirk's land S. 85° N. 341<sup>20</sup> poles to a stone the northwesterly corner to said Shirk's land in the east line of Abraham Tombs land; thence with said Tombs land and the lines of E. A. Hemminger's land N. 7° N. 78<sup>26</sup> poles to a stone and thence S. 85° N. 134<sup>40</sup> poles to a stone at the south east corner of William Clegg's land; thence with the east line of said Clegg's land N. 4° N. 69<sup>40</sup> poles to a stone in the south line of David Bowersmith's land; thence with said Bowersmith's land and continuing with the line of Amariah Judy's land N. 85° E. 126<sup>32</sup> poles to a stake in the southerly line of the Atlantic & Great Western Railway; thence with the southerly line of said Railway N. 39° 15' E. 47<sup>65</sup> poles to a stake in the west line of George J. Hill's land; thence with consecutive lines of said Hill's land S. 5° E. 32<sup>32</sup> poles to a stake; thence N. 85° E. 38<sup>22</sup> poles to a stone; thence N. 6° N. 10<sup>45</sup> poles to a stone; thence N. 85° E. 171<sup>24</sup> poles to a stone in the center of the said Maysville and Perria Gravel Road; thence with the center of said Gravel Road S. 7° 45' E. 12<sup>12</sup> poles to the beginning, containing 435<sup>00</sup> acres.

Excepting 9<sup>62</sup> acres occupied by the Toledo & Ohio Central Right of Way and 13<sup>65</sup> acres occupied by the Atlantic & Great Western Right of Way, leaving 421<sup>75</sup> acres more or less.

Surveyors and Assistance Bill

|           |                                | Dr.            |                |
|-----------|--------------------------------|----------------|----------------|
| 1897.     | To J. C. Kennedy               |                |                |
| April 22, | To preparing Records &c.       | \$ 3.00        |                |
| " 23,     | " Surveying                    | \$ 4.00        |                |
| " 24,     | " Calculating &c.              | \$ 3.00        |                |
| " 26,     | " Surveying                    | \$ 4.00        |                |
| " 30      | " Plat, Description & Report   | <u>\$ 4.00</u> | \$18.00        |
| " 23      | " 2 Chances & expense for same | \$ 3.00        |                |
| " 26      | " 2 " " " " " "                | <u>\$ 3.00</u> | \$ 6.00        |
|           | Total                          |                | <u>\$24.00</u> |

Transfer to Rail Road 50  
\$24.50

County, Ohio  
County Surveyor

Precipe  
7327

On the 30<sup>th</sup> day of <sup>April</sup> May A.D. 1897, the following Precipe was filed with the Clerk of this Court, to-wit:

George W. Harshman  
vs  
Benjamin F. Funk et al

Court of Common Pleas  
Union County, Ohio

To the Clerk of Common Pleas Court:

Issue Order of Sale

in the above case returnable according to law.

Robinson & Woodburn  
Atty. for Plff.

Order  
of  
Sale.

On the 1<sup>st</sup> day of May A.D. 1897, the following Order of Sale was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Mansfield, in said County of Union, on the 19<sup>th</sup> day of April 1897, George W. Harshman obtained a judgment and Decree against Benjamin F. Funk et al. for the sum of Six Thousand Nine Hundred Sixty Seven & 89/100 Dollars and Twenty & 87/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Benjamin F. Funk et al within five days from the 19<sup>th</sup> day of April A.D. 1897, pay unto the said George W. Harshman the said sum of Six Thousand Nine Hundred Sixty Seven & 89/100 Dollars, with interest from the 19<sup>th</sup> 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 five days aforesaid have fully expired, and the said sum of Six Thousand Nine Hundred Sixty Seven & 89/100 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 improvements, situate in Union County, Ohio, to-wit: Part of Survey No. 4404, bounded and described as follows:

Beginning at a stone in the center of the Mansfield and Peoria Grand Road at the south west corner to the lands of Michael W. Judy; thence with the south line of said land N. 86° 15' E. 122<sup>32</sup> poles to a stone in the west line of the lands of Isaac Connor dec'd; thence with the west line of said Connor's land S. 8° E. 131<sup>60</sup> poles to a stake westerly corner to Addison Turner's land; thence with the westerly line of said Turner's land S. 86° 45' N. 47<sup>44</sup> poles to a stake and stone another corner to said Turner's land; thence with the westerly line of said land S. 7° 15' E. 80<sup>60</sup> poles to a stone in the center of the County Road; thence with the center of said road S. 85° N. 75<sup>25</sup> poles to a stone in the center of the Mansfield and Peoria Grand Road;

Sheriff's  
Return.

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thence with the center of said Gravel Road N. 72 45' W. 66 poles to a stone at the southeast corner to Charles Lash's land; thence with the westerly line of said Lash's land and continuing with the line of Henry Shirk's land S. 85 2' W. 241 22' poles to a stone with westerly corner to said Shirk's land in the east line of Abraham Tombs' land; thence with said Tombs' land and the line of E.A. Hemminger's land N. 72' W. 787 6' poles to a stone and thence S. 85 2' W. 134 42' poles to a stone at the southeast corner of William Clegg's land; thence with the east line of said Clegg's land N. 42' W. 69 40' poles to a stone in the south line of David Bowersmith's land; thence with said Bowersmith's land and continuing with the line of Amaziah Judy's land N. 85 2' E. 126 32' poles to a stake in the southerly line of the Atlantic and Great Western Railway; thence with the southerly line of said Railway N. 39 2' 15" E. 47 68' poles to a stake in the west line of George J. Hill's land; thence with consecutive lines of said Hill's land S. 5 2' E. 32 32' poles to a stake; thence N. 85 2' E. 38 92' poles to a stone; thence N. 6 2' W. 10 45' poles to a stone; thence N. 85 2' E. 171 24' poles to a stone in the center of the said Marysville and Peoria Gravel Road; thence with the center of said Gravel Road S. 72 45' E. 12 16' poles to the beginning, containing 435 45' Acre--

Excepting 9 62' Acre occupied by the Toledo and Ohio Central Right of Way, and 3 65' Acre occupied by the Atlantic and Great Western Right of Way, leaving 421 75' Acre, 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 12th day of May A.D. 1897.

J. N. Gosnell, Clerk  
By J. W. A. Gosnell, Deputy

Sheriff's Return.

| Sheriff's Fees    | \$        | cts       |
|-------------------|-----------|-----------|
| Service           | 25        |           |
| Levy              | 25        |           |
| Sum. Appraisals   | 1         | 20        |
| Swearing "        | 25        |           |
| Conveying "       | 1         | 00        |
| Writing Appraisal | 25        |           |
| Copy of "         | 25        |           |
| Notice to Printer | 25        |           |
| Writing Notice    | 25        |           |
| Mileage           | 1         | 44        |
| Poundage          | 83        | 86        |
| Return            | 25        |           |
| <b>Total</b>      | <b>89</b> | <b>50</b> |

The State of Ohio,  
Main County, ss } In obedience to the command  
of the order of sale hereto annexed, I did, on the  
3rd day of May, 1897, summons J. C. Jenkins,  
M. W. Jay and Thos. M. Bramon 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 3rd 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 Eleven Thousand Eight Hundred  
and Eight Dollars,  
Nine

Receipt was  
of Sale  
of Sale was  
at the Court  
19th day of  
and Decree  
Thousand Nine  
Dollars, costs  
Court ordered,  
it at within  
the said  
of April 1897.  
that an order  
ing him to  
Execution  
petition, &c.  
expired, and  
part thereof  
without delay,  
regulating  
do and un-  
No. 4404,  
Marysville and  
of Michael  
E. 122 32'  
Common Decree:  
poles to a  
the the north-  
lake and  
to westerly  
to center of  
S. 85 2' W. 75 25'  
Gravel Road;

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 5th day of May, 1897, I caused to be advertised in the Mayville Tribune, (a newspaper 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 5th 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 5th day of June A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came W. P. Harris who bid for the same the sum of Seven Thousand Eight Hundred and Eighty Six & 73/100 Dollars, and said sum being more than two-thirds of the appraised value thereof, and said W. P. Harris 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 Thousand Eight Hundred and Eighty Six & 73/100 Dollars.

J. Ed Robinson, Sheriff

Proof of Publication 7327

On the 18th day of June A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court to-wit:

George W. Haiselman

Court of Common Pleas

Union County, Ohio.

vs Benjamin F. Funk 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 at the south door of the Court House, in Mayville, Ohio, on Saturday, June 5th 1897, at or about the hour of one O'clock P. M. on said day the following described real estate, to-wit:

Situate in the Township of Liberty, County of Union and State of Ohio, and bounded and described as follows:

Part of Survey No. 4404, bounded and described as follows:

Beginning at a stone in the center of the Mayville and Peoria gravel road at the southwest corner to the lands of Michael W. Judy; thence with the south line of said land N. 86° 15' E. 122° 33/100 poles to the west line of the lands of Isaac Connor deceased; thence with the west line of said Connor's land S. 8° E. 131° 69/100 poles to a stake, northwesterly corner to Addison Turner's land; thence with the westerly line of said Turner's land, S. 85° 45' W. 47° 44/100 poles to a stake and stone another corner to said Turner's land; thence with the westerly line of said land S. 7° 15' E. 80° 69/100 poles to a stone in the center of the County road; thence with the center of said road S. 85° W. 75° 28/100 poles to a stone in the center of the Mayville and Peoria gravel road; thence with the center of said gravel road N. 7° 45' W. 66 poles to a stone at the northeast corner to Charles Lash's land; thence with the westerly line of said Lash's land and continuing with the line of Henry Shirk's land S. 85° W. 241° 29/100 poles to a stone the northwesterly corner to said Shirk's land in the east line of Abraham Trout's

Affidavit of the Printer.

Entry 7327

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land; Thence with said Truitt's land and the line of E.A. Hammingor's land N. 72° W. 78<sup>7</sup>/<sub>100</sub> poles to a stone and thence South 85<sup>2</sup> W. 134<sup>4</sup>/<sub>100</sub> poles to a stone at the southeast corner of William Clegg's land; Thence with the east line of said Clegg's land N. 42° W. 69<sup>4</sup>/<sub>100</sub> poles to a stone in the south line of David Bowersmith's line; Thence with said Bowersmith's land and continuing with the line of Amariah Judy's land N. 85<sup>2</sup> E. 126<sup>3</sup>/<sub>100</sub> poles to a stake in the southerly line of the Atlantic and Great Western Railway, N. 39<sup>2</sup> 15<sup>5</sup> E. 47<sup>6</sup>/<sub>100</sub> poles to a stake in the west line of George J. Hill's land; Thence with consecutive lines of Hill's land S. 5<sup>2</sup> E. 32<sup>3</sup>/<sub>100</sub> poles to a stake; Thence N. 85<sup>2</sup> E. 38<sup>9</sup>/<sub>100</sub> poles to a stone; Thence N. 85<sup>2</sup> E. 171<sup>0</sup>/<sub>100</sub> poles to a stone in the center of the said Marysville and Perris gravel road; Thence with the center of said gravel road S. 7<sup>2</sup> 45<sup>5</sup> E. 121<sup>7</sup>/<sub>100</sub> poles to the beginning, containing 435<sup>0</sup>/<sub>100</sub> Acres. Excepting 9<sup>6</sup>/<sub>100</sub> acres occupied by the Toledo and Ohio Central right of way, and 3<sup>6</sup>/<sub>100</sub> acres occupied by the Atlantic and Great Western right of way leaving 421<sup>7</sup>/<sub>100</sub> acres more or less.

Appraised at \$28.00 per acre.

Terms of sale, Cash.

J. Ed Robinson, Sheriff  
Union County, Ohio.

May 5<sup>th</sup> 1897.

Affidavit of The State of Ohio, Union County, ss:  
Printer.

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 5<sup>th</sup> 1897.

W. O. Shaver.

Sworn to and subscribed before me, this 18<sup>th</sup> day of June, 1897.

J. N. Gosnell Clerk

Printer's Fee, \$24<sup>00</sup>.

On the 21<sup>st</sup> day of June A. D. 1897. The following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7327

George W. Harshman vs Benjamin F. Funk et al  
Court of Common Pleas  
Union County, Ohio.

This day this cause came on for hearing upon the Report of the Sheriff as Master Commissioner in this case of a sale made by him of the property described in plaintiff's petition and of the proceedings therein.

And the Court being fully advised in the premises finds that an order of sale issued in this case in pursuance of a former order of this Court in due form of law, and that in pursuance thereof that a sale of said premises has been made by said Sheriff as said Master Commissioner to William P. Harris for the sum of Seven Thousand Eight Hundred and Eighty Six<sup>75</sup>/<sub>100</sub> Dollars, according to law.

And the Court having examined said order of sale and the report thereon including the report of the Survey made and the

proceedings in pursuance of said order of sale, finds the same in all respects regular and in accordance with law.

And the Court further orders that said sale and all the proceedings under said order be, and the same are hereby approved and confirmed by the Court, and the Court further orders said Sheriff of Union County, Ohio, as said Master Commissioner to make, execute and deliver to the purchaser of said land a deed in fee simple for the same, conveying said lands to said purchaser William B. Harris, and a writ of possession is hereby awarded to put said purchaser in possession of said premises.

And the Court further orders that the Sheriff as Master Commissioner, out of the proceeds of said sale in his hands pay-  
 1<sup>st</sup>. The costs of this action including the cost of Survey made by order of this Court, taxed at \$164<sup>35</sup>.

2<sup>nd</sup>. That he pay the taxes now payable on said land amounting to \$242<sup>71</sup>.

3<sup>rd</sup>. That he pay plaintiff, George W. Harshman the amount of his mortgage lien heretofore found due him with interest thereon to this date, to wit, the sum of Seven Thousand and Eighty and <sup>26</sup>/<sub>100</sub> Dollars.

4<sup>th</sup>. That the balance of said purchase money be paid to the subsequent lien-holders as their interest may appear.

5<sup>th</sup>. That the defendants The Springfield National Bank having made default herein and neglected to answer plaintiff's petition, are forever barred from setting up any claim against the title to said land.

6<sup>th</sup>. That the defendants Charles C. Thomas, C. C. Funk, Henry J. Funk and Benjamin F. Funk as mortgagors in a mortgage dated January 21<sup>st</sup> 1893, having failed to answer plaintiff's petition and made default herein are hereby forever barred from setting up their said claim against the parties to this suit and against the title to said land.

And that the balance of the purchase money be paid to the heirs of John Funk deceased, as their interests are made to appear.

Robinson & Wordburn.

Attest

J. N. Tosnell Clerk.  
 By J. A. Tosnell Deputy.

Continued to page 577.

Petition  
7344

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Petition  
 7344

Pleas continued and held at the Court House in  
 Mansville, 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 April, to-wit: on the 19<sup>th</sup> day of April in the year  
 of our Lord one thousand eight hundred and ninety seven.

Be it remembered that hitherto to-wit, on the 2<sup>nd</sup> day of  
 April A.D. 1897, The Citizens Home & Savings Company filed in the  
 Clerk's Office of the said Court of Common Pleas, the following Petition  
 against George E. Kinney et al, to-wit:

The Citizens Home &  
 Savings Company  
 vs  
 George E. Kinney  
 Maria J. Kinney  
 Madeline Church

Court of Common Pleas  
 Union County, Ohio.

The said plaintiff The Citizens Home and Savings  
 Company says:

That it is an Association duly organized and incorpo-  
 rated under the Laws of the State of Ohio providing for the incor-  
 poration of Building and Loan Associations, and that its principal  
 office is at Mansville, Ohio.

I. First Cause of Action:

For a first cause of action the said plaintiff The Citi-  
 zens Home and Savings Company says:

That on the 21<sup>st</sup> day of June 1893, the said defendants  
 George E. Kinney and Maria J. Kinney made and delivered to said  
 Company their contract, in writing of which the following is a copy,  
 \$6000<sup>00</sup> Mansville, Ohio, June 12<sup>th</sup> 1893.

Received of The Citizens Home and Savings Company, of  
 Mansville, O., Six Hundred Dollars, as a loan on Six shares  
 of Stock, No. 919 owned by George E. Kinney and Maria J. Kinney  
 in said Company.

We agree to pay said Company weekly, not less than one & 5/100  
 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 interest and premium due on  
 said loan, amounting to \$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 declared thereon,  
 shall equal the amount loaned.

Should we fail for eight weeks to pay said weekly payments,  
 then the whole amount of said loan shall at once become due and  
 payable.

George E. Kinney  
 Maria J. Kinney

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 terms of the agreement for said loan, and according to the by-laws thereof the premium was stipulated to be  $2\frac{1}{2}\%$  Dollars per week and the interest  $7\frac{1}{2}\%$  Dollars per week, but for convenience in writing said mortgage said premium and interest were included in one item.

The said defendants George E. Kinney and Maria J. Kinney have paid to said Company the sum of One Hundred and Ninety Three and  $75\frac{1}{100}$  Dollars which has been applied according to the terms of said Contract as follows:

For fines \$4<sup>55</sup>; for insurance \$8<sup>00</sup>; for premium \$31<sup>12</sup>; for interest \$93<sup>36</sup>; for Attorney fees in making said loan \$8<sup>00</sup>; for pass book \$2<sup>50</sup> and the remainder, \$48<sup>47</sup>, has been credited as due on said stock. The dividends declared on said stock are Five and  $5\frac{1}{100}$  Dollars.

The said defendants George E. Kinney and Maria J. Kinney have failed to make the weekly payments as agreed to be paid in said contract for 68 weeks, the last payment having been made on said stock on the 16<sup>th</sup> day of December 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 31<sup>st</sup> day of June 1893, 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 E. Kinney and Maria J. Kinney 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 Mansville, County of Union, and State of Ohio, Being In-Lot Number Three Hundred and Eighty Nine (389). For a more definite description thereof 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. 372 of said Addition.

The conditions contained in said mortgage was as follows:

Provided, nevertheless, and these presents are upon this condition:

That, whereas, the said George E. Kinney and Maria J. Kinney have entered into a contract in writing with said Company in the words and figures following, to-wit:

\$600<sup>00</sup>

Mayville, Ohio, June 31<sup>st</sup> 1893.

Received of the Citizens Home and Savings Company, of Mayville, Six Hundred Dollars, as a loan on six shares of Stock, No. 919, owned by George E. Kinney and Maria J. Kinney, in said Company.

We agree to pay to said Company weekly, not less than One and 5/100 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 interest and premiums due on said loan, amounting to 7/100 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 payments shall be credited as due 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 we fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

George E. Kinney

(Signed) Maria J. Kinney

Now, if the said George E. Kinney and Maria J. Kinney shall pay to said Company, its successors or assigns, the said sum of money when due as set forth by said contract, then these promises shall be void.

On the 31<sup>st</sup> day of June A. D. 1893, at 5<sup>1/2</sup> 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 26 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 Five Hundred and Forty Five and 7/100 Dollars, on the 16<sup>th</sup> day of December 1893; and the further sum provided in said contract, viz: for fines 37.00 Dollars; for premium 27/100 Dollars and for interest 77/100 Dollars, in all One and 29/100 Dollars for each and every week from and after said 16<sup>th</sup> day of December 1893; said Madeline Chury has assigned \$300<sup>00</sup> of paid up stock in said The Citizens Home and Savings Company as collateral security for said loan.

The said plaintiff, The Citizens Home and Savings Company, therefore asks judgment against said George E. Kinney and Maria J. Kinney for the sum of Five Hundred and Forty Five and 7/100 Dollars, and One and 29/100 Dollars for each and every week from and after December 16<sup>th</sup> 1893; that said mortgage may be foreclosed, said premises may be sold and the proceeds thereof be applied to the payment of said indebtedness of Five Hundred and Forty Five and 77/100 Dollars, and One and 29/100 Dollars additional from and after the 16<sup>th</sup> day of December

1895 until paid, and for all proper relief in the premises, and that any remainder due after sale of property be paid out of said collateral security.

John M. Bordrick  
Attorney for said The Citizens Home and Savings Company.

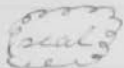
The State of Ohio, County of Union, ss.

John M. Bordrick, 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. Bordrick.

Sworn to by said John M. Bordrick before me and signed by him in my presence this 3<sup>rd</sup> day of April, 1897.

J. N. Gosnell



Clerk of Court in and for Union County, Ohio.

Receipt

To the Clerk;

Issue Summons for the defendants George E. Kinney, Maria J. Kinney and Madeline Cherry to the Sheriff of Union County, Ohio, returnable according to law. Endorse: "Judgment and foreclosure of Mortgage. Amount claimed \$545<sup>72</sup> and one and 2/100 weekly from and after December 16<sup>th</sup> 1895."

John M. Bordrick  
Attorney for Plaintiff

Summons.

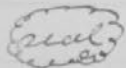
On the 3<sup>rd</sup> day of April A.D. 1897, the following summons was issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify George E. Kinney, Maria J. Kinney and Madeline Cherry 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 1<sup>st</sup> 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 13<sup>th</sup> day of April A.D. 1897.



Witness my hand and the seal of said Court, this 3<sup>rd</sup> day of April A.D. 1897.

J. N. Gosnell Clerk.

Afterward on the 7<sup>th</sup> day of April A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

| The State of Ohio, Union County. |        |
|----------------------------------|--------|
| Sheriff's Fees                   | \$ 45. |
| Service Return                   | 80     |
| Mileage                          | 16     |
| Copies                           | 45     |
| Total                            | 141    |

Received this writ April 6<sup>th</sup> 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 within inclosures thereon to Maria J. Kinney and Madeline Cherry personally. To George E. Kinney by leaving a copy at his usual place of residence on April 7<sup>th</sup> 1897.

J. Ed Robinson Sheriff.

Sheriff's Return.

Entry 7344

Order of Sale



Entry 7344

On the 4<sup>th</sup> day of May A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

|                                     |    |                        |  |
|-------------------------------------|----|------------------------|--|
| The Citizens Home & Savings Company | vs | George E. Kinney et al | Court of Common Pleas<br>Union County, Ohio. |
|-------------------------------------|----|------------------------|--|

And now comes the said The Citizens Home and Savings Company plaintiff by John O. Brodrick its attorney, and thereupon this cause came on to be heard upon the petition, and the said George E. Kinney Maria J. Kinney, and Madeline Cherry, 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 promise; on consideration whereof the Court find that there is due to the plaintiff from the said defendants George E. Kinney and Maria J. Kinney on the contract and mortgage, in the petition mentioned and set forth, the sum of Six Hundred and Thirty Three Dollars and Ninety Two cents, and that it is a lien upon said promise.

It is therefore considered by the Court here, that the said plaintiff recover of the said defendants the said sum of Six Hundred and Thirty Three Dollars and Ninety Two cents with weekly payments of \$1<sup>26</sup> from and after April 19<sup>th</sup> 1897, and also its costs taxed at \$ and it is further ordered and adjudged, that in case the said defendants George E. Kinney and Maria J. Kinney fail for three days from this date, to pay to said plaintiff the said sum of Six Hundred and Thirty Three Dollars and Ninety Two cents, so as aforesaid found due, with weekly payments of one and 26/100 Dollars from and after April 19<sup>th</sup> 1897, and to the Clerk of this Court the costs aforesaid, then that an order issue to the Sheriff of Union County, Ohio, directing him to cause the promise described in plaintiffs petition, 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 for further order of said Court.

On motion of the plaintiff Kirby & Greenawalt are made parties defendant herein.

Order of Sale

On the 9<sup>th</sup> day of June A.D. 1897, the following order of sale was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County ss  
To the Sheriff of said County- Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Mansfield, in said County of Union, on the 4<sup>th</sup> day of May 1897, The Citizens Home and Savings Company obtained a judgment and decree against George E. Kinney and Maria J. Kinney for the sum of Six Hundred Thirty Three and 92/100 Dollars and Eleven and 26/100 Dollars, costs of suit.

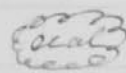
And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said George E. Kinney and Maria J.

Return within three days from the 4<sup>th</sup> day of May A.D. 1897 pay unto the said The Citizens Home and Savings Company the said sum of Six Hundred Thirty Three & 92/100 Dollars, and 1/2<sup>cc</sup> weekly payments from and after April 19<sup>th</sup> 1897, and costs appraised; 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 Thirty Three & 92/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me 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, County of Union and State of Ohio, being In-Lot Number Three Hundred and Eighty Nine (889), for a more definite description thereof 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. 372 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.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 9<sup>th</sup> day of June A.D. 1897.



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

Afterward on the 19<sup>th</sup> day of July A.D. 1897, the Sheriff of said County returned said writ to the Clerks office in said County which return is as follows:

|                   |      |             |
|-------------------|------|-------------|
| Sheriff's Return  | Fees | \$ 40       |
| Service           |      | 25          |
| Levy              |      | 25          |
| Subm. Appraisers  | 1    | 20          |
| Swearing          | "    | 25          |
| Writing Appraisal |      | 25          |
| Copy of "         |      | 25          |
| Notice to Printer |      | 25          |
| Writing Notice    |      | 35          |
| Mileage           |      | 16          |
| Return            |      | 25          |
| <b>Total</b>      |      | <b>3 36</b> |
| Appraisers Fees   |      | 3 00        |
| Printers Fees     |      | 12 75       |

The State of Ohio, Union County, ss.  
In obedience to the command of the Order of sale hereto annexed, I did, on the 11<sup>th</sup> day of June 1897, Summon Thos. M. Brannon, William Howard 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 11<sup>th</sup> day of June 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 Six Hundred Dollars.

Proof of Publication  
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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 16<sup>th</sup> day of June 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 townships to be sold at public sale, at the door of the Court House of said County, on the 17<sup>th</sup> day of July A. D. 1897, at one o'clock P. M. of said day. And having advertised the said lands and townships 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 17<sup>th</sup> day of July A. D. 1897, at the time and place above mentioned, proceed to offer said lands and townships at public sale, and there and there came the Citizens Home and Savings Company, who bid for the same the sum of Four Hundred and One Dollar, 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 thereof, I there and there publicly sold and struck off said lands and townships to him for said sum of Four Hundred and One Dollar.

J. Ed Robinson Sheriff.

On the 18<sup>th</sup> day of August A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Proof of Publication  
7344

The Citizens Home and Savings Company  
vs  
George C. Kinney 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, July 17, 1897, at or about the hour of one o'clock P. M. on said day the following described real estate to-wit:

Situate in the Township of Paris, County of Union and State of Ohio, and bounded and described as follows: The Village of Marysville, County of Union and State of Ohio, being on Lot Number Three Hundred and Eighty Nine (389).

For a more definite description thereof reference is hereby made to the recorded Plat of Robinson's Addition to said village in the office of the Recorder of Union County, Ohio, said lot being No. 372 of said Addition.

Appraised at \$600.<sup>00</sup>  
Terms of Sale, Cash.

J. Ed Robinson  
Sheriff Union County Ohio.

June 1, 1897.  
The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for five consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 1, 1897.

E. C. Smalley

Sworn to and subscribed before me, this 18<sup>th</sup> day of August, 1897.

J. N. Gosnell Clerk

On the 7<sup>th</sup> day of September A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7344  
The Citizens Home and Savings Company  
vs  
George E. Kinney

Court of Common Pleas  
Union County, Ohio.

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 hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, the Citizens Home and Savings Company, 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, or 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 said 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 \$401.<sup>00</sup>, 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 at \$30.50.

Third: To the plaintiff the balance of said proceeds, it amounting to \$370.50, to apply on its judgment heretofore rendered herein.

Proved for Plaintiff.

Attest.

J. N. Gosnell Clerk

By J. A. Gosnell Deputy



Petition 7311

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Plaintiff.

Plea 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 Hon. 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 5th day of February A. D. 1897, George Smith filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against David Mulford et al, to-wit:

Petition  
7311

George Smith  
vs  
David Mulford,  
Mary N. Mulford Ed  
The Trustees of the Ohio Wesleyan University &c.

Court of Common Pleas  
Union County Ohio

The plaintiff says: that prior to the 20th day of January 1881, the said David Mulford was the owner of a tract of 288 acres of land in Jackson Township in the said County of Union, and on the date last named, the said David Mulford executed and delivered to the defendant, The Trustees of the Ohio Wesleyan University, a mortgage deed for said premises and thereby conveyed the same to said trustees for the purpose of securing a loan of \$3600.00 in money then loaned by the said trustees to the said Mulford.

That on the 24th day of January 1881, the said Mortgage was left with the recorder of said County for record and was duly recorded.

After the execution, delivery and record of the said Mortgage, the said David Mulford sold said lands to different parties, and he sold the last one hundred acres of the same to the plaintiff George Smith, and made to the plaintiff a deed of general warranty for the same and the full amount of the purchase money for the same was paid by the plaintiff to the said David Mulford, and the plaintiff had no actual notice, or knowledge of the said mortgage, but supposed the lands were clear of incumbrances.

The plaintiff afterward sold and conveyed said lands and made a deed of general warranty for the same, plaintiff still having no knowledge of the said mortgage.

Plaintiff says the said David Mulford kept the interest on the said loan paid until about Jan. 1895, and as the plaintiff is informed the said trustees had no notice of the sale of said lands.

About the first of May 1895, the said David Mulford having failed to pay the interest on the said loan the said trustees, became aware of the transfer of the said lands by him and the plaintiff, also for the first time learned of the said mortgage and that it was not paid, and as the plaintiff had made his purchase of land from said Mulford last, and had conveyed the same by deed of general warranty, the plaintiff sought said Mulford, and made an effort to have him remove the said incumbrance and make good his warranty to the plaintiff, but the said David Mulford, as

he claimed, not then having the ready money to pay his loan and lift said mortgage, he promised and agreed with the plaintiff, that if the plaintiff would hold off suit and get the said trustee to delay bringing an action he the said Mulford would pay off the said mortgage on or before the first day of April 1896,

Thereupon it was argued and agreed by and between the plaintiff and the said David Mulford, that the plaintiff would delay bringing any action and would request the same of the said trustee until after the first of April 1896, or as to give the said David Mulford time to pay off said loan and lift the said mortgage, and the plaintiff has fully performed his part of the said agreement, but the said David Mulford has not kept the said agreement on his part, nor has he paid any part of the said loan, but the same remains in full force, and the said trustee of the Ohio Wesleyan University did on the 25<sup>th</sup> day of January 1897, begin in this Court its action to foreclose the said mortgage, making the present owners of said land parties thereto.

The plaintiff says, that on the 8<sup>th</sup> day of May 1895, the said David Mulford with his wife the said Mary N. Mulford joining therein, and to secure the faithful performance of his agreement to pay off the said loan, on or before April 1<sup>st</sup>, 1896, did execute and deliver to the plaintiff their mortgage deed of that date and thereby conveyed to the plaintiff his heirs and administrators and assigns, the following described premises, situate in the said County of Union and in the Village of Marysville, bounded and described as follows:

Being the west half of a part of lot No. Six (6) of the Mathias Cut-Lot North of Marysville - Recorded plat found in Court of Common Pleas Record Vol. No. 6 at page 517.

Beginning in the North line of Wadhams, now Third Street, at the Southwest corner of a lot conveyed by W. E. Burroughs to Susan Gray on the 31<sup>st</sup> of July, 1872; thence with the east line of said lot N. 1 E. 11<sup>2</sup>'s poles to the South line of Alex Crist, now Mrs. Adow's lot, thence with his line South 89 E. 80 feet to the West line of an alley, Southeast corner of the Mrs. Adow lot; thence with the west line of said alley S. 10 N. 11<sup>2</sup>'s poles to the North line of said Wadhams, now Third Street; thence with said Street N. 89 N. 80 feet to the place of beginning. Being part of lot conveyed by Samuel Jewell to the aforesaid Burroughs, and being the same premises conveyed by J. H. Robinson to said David Mulford see Deed Records Vol. 50 page 3 for same and abstract of title.

On the 9<sup>th</sup> day of May, 1895, said mortgage was left with the recorder of said County of Union for record and was by him recorded June 12<sup>th</sup> 1895, in record of mortgages Vol. 36 on page 52.

The condition of defeasance contained in said mortgage is as follows - Provided always and these presents are upon this condition, that whereas on the 20<sup>th</sup> day of January, 1881, said David Mulford executed and delivered to the trustee of the Ohio Wesleyan University, of Delaware Ohio, a mortgage on certain lands in said mortgage described and thereby secured to said trustee the sum of Thirty Five Hundred Dollars, which mortgage is recorded in Book 18 page

24 of the records of mortgages of Union County, Ohio, and is still unpaid; and whereas afterward to-wit, on the 27<sup>th</sup> day of July 1881, said Mulford sold one hundred acres of said land to George Smith and conveyed the same by deed of general warranty.

Now these promises are upon these conditions, that if said David Mulford shall cause the said mortgage so by him executed to the said trustees to be paid and cancelled, on or before April 1<sup>st</sup> 1896, then these promises shall be void; otherwise to be and remain in full force and virtue.

The condition of the said mortgage has become broken and the said mortgage become absolute, by reason of the failure of the said David Mulford to pay off the trustees of the Ohio Wesleyan University.

The plaintiff says that the intention of himself and the said David Mulford in the execution of the last named mortgage was to reinforce the security for the loan made by the said trustees, to said Mulford and to save the plaintiff from being disturbed on account of the warranty made in his deed mentioned in the said mortgage, and so that if the said David Mulford should fail to pay the money to the said trustees then the Mansville property could be first sold and the proceeds applied to the payment of the money due said trustees.

The plaintiff says that he failed to get the consent of the said defendants, the Trustees of the Ohio Wesleyan University, to join with him as a plaintiff and he therefore has made them parties defendant hereto.

The said trustees are willing to receive the proceeds of the said Mansville lands and apply the same to the credit of the said David Mulford and to that extent reduce the indebtedness, and incumbrance on said Jackson Township lands.

The property in Mansville will not be sufficient to pay said claim in full.

Wherefore the plaintiff prays that the said mortgage executed to him by the said David Mulford and his said wife, may be foreclosed and said property ordered to be sold and that the proceeds of the said sale may be applied to the payment of the claim of the said trustees of the Ohio Wesleyan University, and that the said trustees may be required to receive the same and cancel their said mortgage to the extent of the said payment, or that the funds arising from the said sale to be subject to the order of the Court so that justice may be done to all the parties and for all such other and further relief as may be equitable and just and the nature of the cause may require.

Cameron & Cameron  
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

J. L. Cameron being first duly sworn, says that he is one of the attorneys for the plaintiff duly authorized in the premises, and that the facts contained in the foregoing petition are all within the personal knowledge of the affiant and

are true as the affiant verily believes.

J. L. Cameron.

Sworn to before me and signed in my presence this 5<sup>th</sup> day of February, 1897.

John A. Gosnell

Deputy Clerk of Court.

To the Clerk:

Receipt

Issue summons for the defendants David Mulford and Mary N. Mulford returnable according to law, directed to the Sheriff of Union County, Ohio.

Cameron & Cameron  
Attorneys for Plaintiff

On the 5<sup>th</sup> day of February A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons.

The State of Ohio, Union County.

To the Sheriff of said County:

You are hereby commanded to notify David Mulford and Mary N. Mulford that they have been sued by George Smith in the Court of Common Pleas of Union County, and must answer by the 6<sup>th</sup> 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 15<sup>th</sup> day of February A.D. 1897.

Witness my hand and the seal of said Court, this 5<sup>th</sup> day of February A.D. 1897.

J. W. Gosnell Clerk  
By John A. Gosnell Deputy.

Sheriff's Return

Afterward on the 6<sup>th</sup> day of February A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

The State of Ohio, Union County.

|                  |    |     |
|------------------|----|-----|
| Sheriff's Fee    | \$ | 65  |
| Service & Return | \$ | 65  |
| Mileage          |    | 16  |
| Copy             |    | 30  |
| Total            |    | 111 |

Received this writ February 5<sup>th</sup> A.D. 1897 at 8<sup>30</sup> o'clock A.M. and served same by delivering a true and certified copy of this writ with all the endorsements thereon to Mary N. Mulford personally, to David Mulford by leaving a copy at his usual place of residence on the 6<sup>th</sup> day of February, 1897.

J. Ed Robinson Sheriff.

Answer  
7311

On the 16<sup>th</sup> day of March A.D. 1897, the following answer and cross-petition was filed with the Clerk of this Court, to-wit:

George Smith

Court of Common Pleas

Union County, Ohio.

vs  
David Mulford et al

These defendants for answer to the petition in the above entitled cause say:

They admit that on the 20<sup>th</sup> day of January 1881, the defendants David Mulford and Mary N. Mulford conveyed to these answering defendants 288 acres of land in Jackson Township,



Union County, Ohio, to secure a loan of \$3500.00 as alleged in the petition, and that after the execution, delivery and record of said mortgage said Mulford and wife conveyed said 288 acres in various small tracts to different parties, one of whom was the plaintiff George Smith; but these defendants say that they had no knowledge of any of such transfers until about two years ago.

These defendants are informed and believe that such an agreement as is alleged in the petition to have been made between said Mulford and said Smith, was made as in the petition alleged, and that said Mulford and wife made and delivered to said Smith the mortgage set up in said petition for the purpose alleged in said petition, but these defendants were not parties to said agreement and had no knowledge of it at the time it was made.

Defendants admit that the said Mulford has not paid any part of the principal debt due on his mortgage note of January 20<sup>th</sup>, 1881, to these defendants, nor has he kept the interest paid as it matured.

Defendants also admit that on January 25<sup>th</sup> 1897, they filed a petition in the Common Pleas Court of Union County, Ohio, praying for the foreclosure of their said mortgage and the sale of said 288 acres of land, which suit is now pending and undispensed of in this Court, and to which reference is here made.

From knowledge acquired by searching the records of Union County, these defendants admit that on the 8<sup>th</sup> day of May, 1895, said Mulford and wife executed and delivered to said George Smith the mortgage described in the petition, but beyond the intention expressed in the mortgage record itself, they have no knowledge of the agreement or intention existing between said Mulford and said Smith at the time of the execution of the said mortgage.

These defendants are however willing to receive the proceeds of the sale of the Marysville lots described in plaintiffs petition and to apply the same as a credit upon the indebtedness of said David Mulford to these defendants, but these defendants are not willing to release the lien of their said mortgage upon any part of the lands described therein and conveyed thereby until the whole debt due them from said Mulford is paid; nor are they willing to delay their own foreclosure proceedings instituted January 25<sup>th</sup> 1897, in order to permit the plaintiff in this case to first foreclose upon and sell the Marysville lots in his petition described.

Lilly & Lilly  
Attorneys for Trustees of the  
Ohio Wesleyan University.

State of Ohio, Franklin County ss.

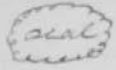
Lemuel D. Lilly, being duly sworn, says that he is one of the attorneys for the defendants the Trustees of the Ohio Wesleyan University, and that the facts stated in their foregoing answer are true as he verily believes.

Lemuel D. Lilly

...  
... presence  
... Court.  
... Mulford and  
... to the  
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... names was issued  
... Mulford  
... George Smith  
... must answer  
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... on the 15<sup>th</sup>  
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... a true  
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... Sheriff.  
... and Croso-

I come to before me this 9<sup>th</sup> day of March, 1897.

Wm H. Cress



Notary Public Franklin County, Ohio.

On the 19<sup>th</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7311

George Smith vs. David Mulford et al.  
Court of Common Pleas  
Union County, Ohio.

This day came the plaintiff and the said David Mulford and his wife Mary N. Mulford being still in default for answer or answer to the petition the court find the facts stated in the said petition are by them confessed to be true.

The Court upon hearing the evidence offered by the plaintiff finds that said David Mulford and his wife Mary Mulford executed the mortgage in the petition set forth and for the consideration therein named, and that the said David Mulford has failed to pay the money due to the said Trustees of the Ohio Wesleyan University there being still due and unpaid upon the same from the said David Mulford to the said Trustees the sum of \$4079<sup>00</sup>.

The Court further find that it was the intention of the said David Mulford and his said wife that if the money due to said Trustees was not paid so as to relieve the lands sold by said Mulford, to the plaintiff then the mortgage in the petition in this case should be foreclosed and the proceeds first applied to the payment of the sum due the said Trustees.

It is therefore considered and decreed by the Court that unless the said David Mulford shall within one day from this date pay to the said Trustees the said sum of \$4079<sup>00</sup> and costs of this suit, then that an order issue to the Sheriff of this County commanding to cause the lands in the petition in this case described, to be duly appraised advertised and sold as upon execution, and that the said Sheriff bring the proceeds of the said sale into this Court for further order.

And that the Sheriff make due and legal return without unnecessary delay.

Order  
of  
Sale

On the 21<sup>st</sup> day of April A.D. 1897, the following Order of Sale was issued by the Clerk of this Court, to-wit:

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

Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 19<sup>th</sup> day of April, 1897, George Smith obtained a Judgment and Decree against David Mulford and Mary N. Mulford for the sum of Four thousand and Seventy Nine Dollars and Fifteen and 7/100 Dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said David Mulford within one day from

Sheriff's  
Return.

1897.  
 County, Ohio  
 entry was filed  
 said David  
 in default  
 the facts stated  
 and for  
 wife Mary  
 David Mulford  
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 upon the  
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 on the 19<sup>th</sup>  
 and Decree  
 sum of  
 and 79.00  
 Court ordered,  
 this one day from

The 19<sup>th</sup> day of April A.D. 1897, pay unto the said Trustees of the Ohio Wesleyan University the said sum of Four Thousand & Seventy Nine Dollars, and costs of this suit; 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 \$4079<sup>00</sup> 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: In the Village of Marysville, bounded and described as follows:

Being the west half of a part of lot No. Six (6) of the Mathias Out-lots North of Marysville—Recorded plat found in Court of Common Pleas, Record Vol. No. 6 at page 517.

Beginning in the North line of Madham, now Third Street at the southwest corner of a lot conveyed by H. C. Burroughs to Susan Gray on the 31<sup>st</sup> of July, 1872; thence with the east line of said lot N. 1. E. 11<sup>2</sup>/<sub>3</sub> poles to the south line of Alex Crist, now M. C. Adams lot; thence with his line South 89. E. 80 feet to the west line of an alley, southeast corner of the M. C. Adams lot; thence with the west line of said alley S. 10. W. 11<sup>2</sup>/<sub>3</sub> poles to the north line of said Madham now Third Street; thence with said street N. 89 W. 80 feet to the place of beginning; being part of lot conveyed by Samuel Jewell to the aforesaid Burroughs, and being the same premises conveyed by J. H. Robinson to said David Mulford, see deed Record Vol. 55 page 3 for same and abstract of title

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 21<sup>st</sup> day of April A.D. 1897.  
 J. N. Grinnell Clerk

Afterward on the 22<sup>nd</sup> day of May A.D. 1897, the Sheriff of said County returned said writ to the Clerks office in said County which return is as follows:

The State of Ohio, Union County, ss,  
 Sheriff's Fees \$ 00  
 Service 35  
 Long 35  
 Sum. Appraisors 1 20

Sheriff's Return.

In obedience to the command of the order of Sale hereto annexed, I did, on the 21<sup>st</sup> day of April 1897, summons C. S. Hamilton, Sol Butz and Lefe Muller, three disinterested freeholders, residents of said

|                   |      |  |
|-------------------|------|--|
| Invoicing Apprs   | 25   | County who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 21 <sup>st</sup> 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 Twenty Five Hundred and Fifty Dollars. |
| Writing Appraisal | 25   |  |
| Copy of "         | 25   |  |
| Notice to Painter | 25   |  |
| Writing Notice    | 25   |  |
| Village           | 16   |  |
| Return            | 25   |  |
| Total             | 3 36 |  |
| Appraised Fees    | 3 00 |  |

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 21<sup>st</sup> day of April, 1897, I caused to be advertised in the Mansville 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 22<sup>nd</sup> 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 22<sup>nd</sup> day of May A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came no bidders. This writ returned for want of bidders.

J. Ed Robinson Sheriff.

On the 18<sup>th</sup> day of June A. D. 1897, the following Proof of Publication was filed, with the Clerk of this Court, to-wit:

George Smith  
vs  
David Mulford 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 Mansville, Ohio, on Saturday, May 22<sup>nd</sup>, 1897, at or about the hour of one O'clock P. M. of said day the following described real estate, to-wit: In the village of Mansville bounded and described as follows:

Being the west half of a part of out lot No. Six (6) of the Mathews out lots north of Mansville, recorded plat found in Court of Common Pleas record Vol. No. 6 at page 517.

Beginning in the north line of Wadhams now Third Street, at the south-west corner of a lot conveyed by W. C. Burroughs to Susan Gray on the 31<sup>st</sup> of July, 1872, thence with the east line of said lot N. 1 E. 11<sup>2</sup>/<sub>3</sub> poles to the south line of Alex Crist now W. Adams lot; thence with his line south 89 E. 80 feet to the west line of an alley south-east corner of the W. Adams lot; thence with the west line of said alley S. 10 W. 11<sup>2</sup>/<sub>3</sub> poles to the north line of said Wadhams now Third Street, thence with said street N. 89 W. 80 feet to the place of beginning, being part of lot conveyed by Samuel Jewell to the aforesaid Burroughs and being the same premises conveyed by J. W. Robinson to said David Mulford, see deed record Vol. 50 page 8 for same and abstract of title.

Proof of  
Publication  
7311

Alias Order  
of Sale.

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East half appraised at \$1,400.  
West half appraised at \$1,150.  
The whole appraised at \$2,550.  
Terms of sale cash.

J. Ed Robinson  
Sheriff Union County, Ohio.

April 21, 1897.

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 Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with April 21, 1897.

W. O. Shearon

Sworn to and subscribed before me, this 17<sup>th</sup> day of June 1897.

J. N. Gosnell Clerk

Printers Fees \$15.00.

Alias Order of Sale.

On the 10<sup>th</sup> day of July A.D. 1897, the following Alias Order of Sale was issued by the Clerk of this Court, to-wit:

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 19<sup>th</sup> day of April, 1897, George Smith obtained a judgment or decree against David Mulford and Mary N. Mulford for the sum of \$4079.<sup>00</sup>, and \$15.<sup>72</sup> costs of suit;

And whereas, it was then and there by said Court ordered, adjudged and decreed that the said David Mulford et al within one day from the 19<sup>th</sup> day of April, A.D. 1897, pay unto the Trustees of the Ohio Wesleyan University the sum of \$4070.<sup>00</sup> 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 one day aforesaid has fully expired, and the said sum of \$4070.<sup>00</sup> 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 21<sup>st</sup> day of April, A.D. 1897, under which the following lands and tenements were appraised, advertised and offered for sale, to-wit:

In the Village of Mansfield, bounded and described as follows:  
Being the west half of a part of one lot No. six (6) of the Matthias out-lots, North of Mansfield; Recorded plat found in Court of Common Pleas, Record Vol. No. 6 at page 517.

Beginning in the North line of Hadham, now Third Street, at the southwest corner of a lot conveyed by N. E. Burroughs to Susan Gray on the 31<sup>st</sup> of July 1872; thence with the east line of said lot N. E. 11<sup>th</sup> poles to the south line of Alex Crist, now M. Adams lot; thence with his line south 89 E. 80 feet to the west line of an alley, southeast

corner of the W. C. Adair lot: thence with the west line of said alley S. 10 N. 11 3/4 poles to the north line of said Wadhams, now Third Street; thence with said street N. 89 W. 80 feet to the place of beginning: Being part of lot conveyed by Samuel Jewell to the aforesaid Burroughs, and being the same premises conveyed by J. W. Robinson to said David Mulford, see deed records Vol. 55 page 3 for same and abstract of title.

And whereas, no sale was had under said order, It is 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:

East half appraised at \$1400<sup>00</sup>.  
 West half appraised at \$1150<sup>00</sup>.  
 Total \$2550<sup>00</sup>.

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 10<sup>th</sup> day of July, A. D. 1897.  
 J. R. Gosnell Clerk

Afterward on the 14<sup>th</sup> day of August A. D. 1897, the following Alias Order of Sale was returned to the Clerk's office, to-wit:

The State of Ohio, Union County, ss.

|                   |        |
|-------------------|--------|
| Sheriff's Fees    | 65     |
| Notice to Printer | 25     |
| Affidavit of "    | 25     |
| Writing Notice    | 25     |
| Mileage           | 16     |
| Return            | 25     |
| Total             | \$1 16 |

In obedience to the command of the order of Sale hereto annexed, I did on the 14<sup>th</sup> day of July, 1897, cause to be advertised in the "Mansfield 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 14<sup>th</sup> 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: five consecutive weeks, and in pursuance to said notice, I did on said 14<sup>th</sup> day of August 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 George Smith who bid for the same the sum of \$1701.00, and said sum being more than two-thirds of the appraised value thereof, and said George Smith being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$1701.00

J. Ed. Robinson, Sheriff

Proof of Publication

George Smith  
 vs  
 David Mulford et al

Court of Common Pleas  
 Union County, Ohio.

By virtue of the above stated writ to me directed from the

Entry  
 7311

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 August 14, 1897, at or about the hour of one o'clock P. M. of said day the following described real estate to-wit:

In the village of Marysville, bounded and described as follows: Being the west half of a part of lot No. six (6) of the Methodist out lots north of Marysville, recorded plat found in Court of Common Pleas record Vol. No 6 at page 577.

Beginning in the north line of Hadham, now Third Street, at the south west corner of a lot conveyed by W. E. Burroughs to Susan Gray on the 31<sup>st</sup> of July, 1872; thence with the east line of said lot N. 1 E. 17 7/8 poles to the south line of Bluff Crest, now Mrs. Adams lot; thence with his line south 89 E. 81 feet to the west line of an alley southeast corner of the Mrs. Adams lot; thence with the west line of said alley S. 10 N. 11 3/8 poles to the north line of said Hadham now Third Street; thence with said street N. 89 N. 80 feet to the place of beginning, being part of lot conveyed by Samuel Jewell to the aforesaid Burroughs, and being the same premises conveyed by J. W. Robinson to said David Mulford, see deed record Vol. 55, page 3 for same and abstract of title.

East half appraised at \$1,400.

West half appraised at \$1,150.

The whole appraised at \$2,550.

J. Ed Robinson  
Sheriff Union County, Ohio.

July 14, 1897.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for five consecutive weeks in "The Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with July 14, 1897.

C. E. Smalley

Sworn to and subscribed before me, this 24<sup>th</sup> day of August 1897.

Seal

J. N. Gosnell Clerk.

On the 13<sup>th</sup> day of September A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7311

George Smith vs David Mulford et al  
Court of Common Pleas  
Union County, Ohio.

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 said proceedings and sale be, and they hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, George Smith, by deed in fee simple, the lands and tenements so sold; and a writ of possession is awarded to

put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale, amounting to Seventeen Hundred and One Dollar, it is ordered that the Sheriff, out of the money in his hands, pay-

First. The costs of this action, amounting to \$56.<sup>93</sup>

Secondly: To the Treasurer of Union County the taxes and penalty due upon said property so sold, to-wit, the sum of \$44.<sup>69</sup>.

Thirdly: To the defendants, the Trustees of the Ohio Wesleyan University, the balance of said sum, amounting to \$1600.38, to be by them applied as a credit upon their mortgage claim set forth in the pleadings herein against the defendants David Mulford and Mary N. Mulford.

Attest

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



Petition  
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Plea 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 6th 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 22nd day  
of August A.D. 1896, Charles W. Southard et al filed in the Clerk's office  
of the said Court of Common Pleas, the following Petition against  
Amos Burris et al. to-wit:

Petition  
7182

and Ella Blue  
vs  
Amos Burris & Polly Ann Burris  
The Connecticut Mutual  
Life Insurance Company &  
Charles S. Chapman

Court of Common Pleas  
Union County, Ohio

The plaintiffs say, that they are tenants in  
common in certain real estate in the Village of Marysville, Ohio, and  
that on the 27th day of March 1896, under the name of Southard and  
Blue, they obtained judgment against the defendant Amos Burris by  
the consideration of A. H. Kallefrath, a Justice of the Peace for Paris  
Township, Union County, Ohio, in the sum of Seventy Six Dollars, debt,  
with eight per cent interest thereon, and costs taxed at \$3.85.

That on March 28th 1896, plaintiff caused a transcript  
of said judgment to be filed with the Clerk of this Court, and that  
there have been increase costs on said judgment of fifty cents; all of  
said costs were paid by plaintiff.

Said judgment still remains in full force unrevoked  
and unsatisfied.

At the time of the filing of said transcript said defendant  
Amos Burris was the owner of the following real estate, upon which  
said judgment became a lien, viz:

Situate in the Township of Paris, County of Union and  
State of Ohio:

First Tract: Part of Survey No. 1913, Beginning at a stone in the north  
line of said Survey No. 1913 and north east corner to a lot of land con-  
taining 20 acres conveyed by William M. Mannis to Amos Burris Dec. 10,  
1871; thence with the east line of said lot S. 7 1/2° E. 103 poles to a stone south  
east corner to said lot, in the north line of land formerly owned by Tobias  
Beighler; thence with said line N. 83° E. 29 4/10 poles to a stone; thence N.  
7 1/2° W. 103 4/10 poles to a stone in the north line of said Survey No. 1913;  
thence with said line S. 82° W. 29 4/10 poles to the beginning, containing  
19 acres.

Second Tract: Part of same Survey No. 1913, Beginning at a stone in  
the north line of said Survey No. 1913 and north east corner to Susan  
Little's land; thence with the east line, S. 8 1/2° E. 102 4/10 poles to a stone,  
north west corner to lands formerly owned by Tobias Beighler; thence  
with the north line of said land N. 82° E. 33 2/10 poles to a stone; thence  
N. 8 1/2° W. 102 4/10 poles to a stone in the north line of said Survey No. 1913;

thence with said line S. 87 1/2° W. 33 27/100 poles to the beginning, containing 21 1/3 acres, more or less, excepting 1 1/3 acres conveyed to Amos Burris by John Donley, June 25<sup>th</sup> 1865, leaving 20 acres.

Third Tract: Part of same Survey No. 1913, Beginning at a stone South east corner to Amos Burris land in the east line of William Hall's land and north west corner to the Tobias Brighten farm; thence with the north line of said farm, N. 83° E. 88 poles to a stone; thence S. 7 1/2° E. 40 poles to a stone; thence S. 83° W. 88 poles to a stone in the east line of said William Hall land; thence with said line N. 7 1/2° W. 40 poles to the beginning, containing 22 acres of land.

Fourth Tract: Part of same survey No. 1913, Beginning at a stone in the line of Donley's land, 70 feet east of W<sup>m</sup> Staley's south east corner; thence S. 80° W. 30 1/4 poles to the center of the Newton and Turner road corner to Emanuel Baker's land and corner to said Donley's land; thence an easterly course along the center of said road 32 3/4 poles to a stone in the center of said road; thence N. 13 1/2 poles to the beginning, containing 1 1/3 acres, more or less.

Fifth Tract: Part of Survey No. 4074, Beginning at a stone south east corner to Amos Burris' land in the south line of said Survey No. 4074; thence with said line N. 82° E. 34 7/100 poles to a stake; thence N. 20° W. 15 27/100 poles to a stake in the east line of said Amos Burris' land; thence with said line S. 7 1/2° E. 14 92/100 poles to the beginning, containing 35 square poles, more or less, conveyed to Amos Burris by Alonzo Reed and wife Feb. 27/82 - See Vol. 52 page 306 of the Union County, Ohio, Deed Records -

Sixth Tract: Part of Survey No. 4074, Beginning at a stone in the line of John Donley's land, and corner to W<sup>m</sup> Staley's land and at the south west corner to a tract of 50 acres conveyed Andrew and Alonzo Reed by Wesley Amrine and wife, Feb. 5/64 - the original call being 2 sugars from one soil (both down); thence with W<sup>m</sup> Staley's line N. 8 1/2° W. 53 1/10 poles to a stake and stone corner to the Edmund Turner land; thence N. 81 1/2° E. 155 7/10 poles to a stake and stone in the east line of said Survey and corner to Ephraim Reed's land; thence with said Survey line S. 8 1/2° E. 21 27/100 poles to a stake corner to said Alonzo Reed's lot; thence with his line, S. 80 3/4° W. 135 7/10 poles to a stone; thence S. 8 1/2° E. 30 19/100 poles to a stone in said John Donley's line; thence with his said line S. 80 3/4° W. 20 poles to the beginning, containing 25 acres and 74 poles; but excepting therefrom 10 acres more or less, conveyed by Amos Burris to Alonzo Reed Dec. 15, 1871 - See Vol. 38 page 27, Union County Ohio Deed Records. And also excepting therefrom 9 acres, more or less conveyed by Amos Burris and wife to Alonzo Reed Feb. 27, 1882 - See Volume 52 page 228, Union County, Ohio, Deed Records - leaving in this tract 6 acres, making the total herein conveyed in said six above described tracts 68 1/3 acres and 35 square poles, more or less.

The said defendants The Connecticut Mutual Life Insurance Company and Charles S. Chapman claim some interest in, or lien on said premises; but plaintiff is ignorant of the nature and extent thereof.

Plaintiff therefore prays that the liens on said premises may

Answer  
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be marshaled; said promise sold, and the proceeds thereof distributed in the order of their priority and for all other proper relief in the premises.

John M. Broadrick  
Attorney for Plaintiffs.

The State of Ohio, Union County, ss:

Charles W. Southard, one of the plaintiffs being sworn makes oath 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 22<sup>nd</sup> day of August A.D. 1896.

Geo. A. Gorham Deputy Clerk

He hereby waives the issuing and service of summons and enters our appearance herein this 24<sup>th</sup> day of August, 1896.

Charles S. Chapman  
W. Hinkade, Atty. for The  
Connecticut Mutual Life Ins. Co.

Answer  
Cross-Petition  
7182

On the 9<sup>th</sup> day of September A.D. 1896, the following Answer and Cross-Petition was filed with the clerk of this Court, to-wit:

Charles W. Southard et al  
vs  
Amos Burris et al  
Court of Common Pleas  
Union County Ohio.

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 - first cause of action says:

That on the 12<sup>th</sup> day of January A.D. 1889, the said defendant Amos Burris and Leagar Burris made and delivered to the defendant and cross-petitioner their certain one promissory note, a true copy of which, with all credits and endorsements thereon, is in the words and figures following, to-wit:

\$1000.

First Mortgage Coupon Note.

Hartford Conn, January 12<sup>th</sup> 1889.

Five years after date, we or either of us promise to pay to the order of the Connecticut Mutual Life Insurance Company One Thousand 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 \$100. to \$500. each at any time after one year by paying accrued interest on the amount of such prepayment and 45 days interest in addition to such accrued interest and such payments shall stop interest at the rate of Six (6)

per cent per annum on the amounts so paid from time of such credit.

Amos Burris

Edgar Burris

Due January 12<sup>th</sup>, 1894.

That this defendant and Cross-petitioner is now the legal owner and holder of said promissory note,

That there will be due this defendant and Cross-petitioner on said promissory note from said defendant Amos Burris and Edgar Burris on the 12<sup>th</sup> day of January, 1899, A. D. the sum of One Thousand Dollars (\$1000.00), with interest on \$1000.00 thereof at the rate of 8 per centum per annum, payable annually, from the 12<sup>th</sup> day of January A. D. 1894, for which amount this Cross-petitioner asks judgment against said Amos Burris and Edgar Burris.

That the said defendant Amos Burris and the said Edgar Burris paid semi-annual interest on said note up to the date of its maturity, that is to say, up to January 12<sup>th</sup> 1894,

That at or about the time of the maturity of said principal note, that is to say, on the 27<sup>th</sup> day of January, 1894, upon application to this defendant and Cross-petitioner by the said Amos Burris and his wife Polly Ann Burris, the time of the payment of said principal note was extended for another period of five years, that is to say for five years from the 12<sup>th</sup> day of January, 1894,

That said extension agreement is in writing, and a copy thereof is attached hereto and made part hereof as fully as if the same were herein at this place incorporated, and reference as herein incorporated is now made thereto marked Exhibit "A."

And it was conditioned in and by said extension agreement that for and in consideration of said extended time, the said Amos Burris and Edgar Burris, should execute to this defendant and Cross-petitioner their ten several promissory Coupon interest notes, representing and evidencing the semi-annual installments of interest payable on said principal note for and during said extended period of five years, all to be dated January 12<sup>th</sup> 1894, and payable to this defendant and Cross-petitioner with eight per cent interest per annum after maturity, and payable in 6, 12, 18, 24, 30, 36, 42, 48, 54 and 60 months after said date respectively, and each for the sum of Thirty (\$30.00) dollars.

That in accordance with said extension agreement, the said Amos Burris and Edgar Burris did then and there execute their said ten several Coupon interest notes accordingly.

That the first five of said ten Coupon interest notes, that is to say, the five first maturing, are paid:

That the remaining five of said ten Coupon interest notes, to-wit, the certain five payable in 36, 42, 48, 54 and 60 months after date, are each and all wholly unpaid, and this defendant and Cross-petitioner is still and now the legal holder and owner of said five remaining unpaid coupon interest notes.

For Second 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 cause of action are hereby

made a part of this its second cause of action.  
 That in order to secure the payment of said promissory note set forth in its said first cause of action; and the interest accruing thereon, the said defendants Amos Burris and Polly Ann Burris his wife, executed, acknowledged and delivered to this dept. and cross-petitioner The Connecticut Mutual Life Insurance Company their mortgage deed on said 12<sup>th</sup> day of January A.D. 1889, and thereby conveyed to this dept. and cross-petitioner The Connecticut Mutual Life Insurance Company, its successors and assigns forever, the following described premises, Lands and Tenements, to-wit:

Situate in the Township of Paris, County of Union and State of Ohio, and known as,  
 Situate in the County of Union, and State of Ohio, and in the Virginia Military District, part of Survey No. 1913 and bounded and described as follows:

Beginning at a stone in the north line of said Survey No. 1913 and north east corner to a lot of land containing 20 acres conveyed by William M. Mammus to Amos Burris on the 15<sup>th</sup> day of December 1871; thence with the east line of said lot S. 7 1/2° E. 103 poles to a stone, south east corner to said lot in the north line of Tobias Brightens land; thence with said line north 83° east 29 4/100 poles to a stone; thence N. 7 1/2° W. 103 4/100 poles to a stone in the north line of said survey No. 1913; thence with said line S. 82° W. 29 4/100 poles to the beginning, containing 19 acres, be the same more or less.

Also the following described premises situate in the County of Union and State of Ohio, and in the Virginia Military District and bounded and described as follows; to-wit:

Beginning at a stone in the north line of said Survey No. 1913 and northeast corner to Susan Little's land; thence with her east line south 8 1/2° East 102 4/100 poles to a stone, north west corner to Tobias Brightens land; thence with his north line N. 82° E. 33 2/100 poles to a stone; thence N. 8 1/2° W. 102 8/100 poles to a stone in the north line of said Survey No. 1913; thence with said line S. 81 1/2° W. 33 2/100 poles to the beginning, containing 2 1/3 acres more or less, excepting 1 1/3 acres conveyed to Amos Burris by John Danby on the 25<sup>th</sup> day of June, 1866, leaving 20 acres more or less.

Also the following premises: Situate in the County of Union and the State of Ohio, and in Virginia Military Survey No. 1913 and bounded and described as follows, to-wit:

Beginning at a stone south east corner to Amos Burris land in the east line of William Hall's land, and north west corner to Tobias Brightens farm; thence with the north line of said farm N. 83° E. 88 poles to a stone; thence S. 7 1/2° E. 40 poles to a stone; thence S. 83° W. 88 poles to a stone in the east line of said William Hall's land; thence with said line N. 7 1/2° W. 40 poles to the beginning containing 22 acres of land, and containing in all 61 acres.

The said defendant Polly Ann Burris, wife of said Amos Burris 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 this defendant and cross-petitioner its successors and

assigns forever, all his right and title of Power in and to the above described premises.

On the 24<sup>th</sup> day of January A. D. 1889, at 1 O'clock 25 minutes P. M. of said day said Mortgage Deed was left for Record in the Office of the Recorder of said County, and the same was duly Recorded by him in Volume 27, Page 375 of Records of Mortgage Deeds, on the 29<sup>th</sup> day of January, A. D. 1889.

Said Mortgage Deed has a certain condition thereunder written, that if the said grantors and mortgagors their heirs, assigns, executors or administrators, shall well and truly pay said promissory note, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void; otherwise to be and remain in full force and virtue in law.

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.

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-petitioner's lien in its proper order of priority, and if said premises should not sell for sufficient to satisfy said defendant and Cross-petitioner's lien, that an Execution issue, as upon Judgment 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 Co.

By J. H. Kinkade and

Holstein Barrett Ed Hubbard

Its Attorneys.

Whereas, on the 12<sup>th</sup> day of January A. D. 1889, The Connecticut Mutual Life Insurance Company, of Hartford, Connecticut, loaned to Anno Burriss the sum of One Thousand Dollars (\$1000.) to secure the payment of which the said Anno Burriss executed a note for said sum of money due and payable on the 12<sup>th</sup> day of January A. D. 1889, 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 Recorder's Office of said County, Ohio, in Book 27 Page 375, and to which note and Mortgage Deed reference may be had, and upon which principal note there remains now unpaid the sum of One Thousand Dollars (\$1000.).

And Whereas, The said Anno Burriss 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

"Exhibit A"

per centum per annum, payable semi-annually on the 12th day of July and January 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 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, Polly Ann Burris wife of said Amos Burris joined 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 the said Amos Burris hereinbefore contained, the prompt and faithful performance 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 12th day of January A. D. 1899, subject, however to the privilege of making payments in sums of \$100, or any multiple thereof, at any interest pay day, and in the event of neglect or refusal by the said Amos Burris 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 orsrdue 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 simple a manner as if this agreement had not been made.

Nothing herein shall be construed to release or discharge the said Amos Burris from liability upon said note or Mortgage Deed, this instrument being taken as collateral and additional security thereof.

In Witness whereof the said The Connecticut Mutual Life Insurance Company has by its duly authorized Secretary, signed and sealed this instrument this 27th day of Janry. A. D. 1894

The Connecticut Mutual Life Insurance Company  
By Edward M. Bance, its Secretary.

He hereby accepts the within conditions upon which said extension is granted, and agrees to carry out the provisions of this agreement; and if we fail in or 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  
Burgham C. Balow  
Sarah J. Edwards.

Amos Burris  
Polly Ann Burris  
[Seal]

The State of Indiana  
Marion County, ss)

Charles L. Holstine being duly sworn, says that he is one of the Attorneys of The Connecticut Mutual Life Insurance Company 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 8<sup>th</sup> day of September A.D. 1896,

*Seal*

J. Earnhart  
Notary Public, Marion County,  
Indiana

To the Clerk:

Issue Summons on this Cross-petition to Sheriff of Marion County, Ohio, for Amos Burris, Polly Ann Burris and Edgar Burris, returnable according to law.

J. H. Kinkeade, Atty.

Warrior.

We hereby waive the issuing and service of Summons and enter our appearance this 2<sup>nd</sup> day of October, 1896.

Amos Burris  
Edgar Burris.

Summons  
in  
Cross-petition.

On the 9<sup>th</sup> day of September A.D. 1896, the following Summons in Cross-petition was issued by the Clerk of this Court, to-wit:

The State of Ohio, Marion County,  
To the Sheriff of the County of Marion.

You are commanded to notify Amos Burris, Polly Ann Burris, Edgar Burris that the Connecticut Mutual Life Insurance Company has filed an answer and cross-petition in the case of Charles W. Southard and Ella J. Blue plaintiffs, against Amos Burris, Polly Ann Burris, The Connecticut Mutual Life Insurance Company and Charles S. Chapman, defendants, in the Common Pleas Court of Marion County, and that unless they answer by the 10<sup>th</sup> day of October A.D. 1896, the cross-petition of the said Connecticut Mutual Life Insurance Company against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 31<sup>st</sup> day of September, A. D. 1896.

*Seal*

Witness my hand and seal of the said Court at Waverille, this 9<sup>th</sup> day of September A.D. 1896.

J. N. Gosnell

Clerk of the Common Pleas Court, Marion County, Ohio.

On the 16<sup>th</sup> day of September A.D. 1896, the Sheriff of said County, returned said Summons to the Clerk's office indorsed as follows, to-wit:

|                |    |     |
|----------------|----|-----|
| Sheriff's Fees | \$ | cts |
| Service        |    | 40  |
| Mileage        | 1  | 00  |
| Copies         |    | 60  |
| Return         |    | 25  |
| Total          | 2  | 25  |

Sheriff's  
Return.

The State of Ohio, Marion County, ss.

Received this writ on the 10<sup>th</sup> day of September, 1896, at 10 o'clock A.M. and on the 11<sup>th</sup> day of September, 1896, I served the same by handing a true copy of this writ with the endorsements thereon to Polly Ann Burris personally, and to Amos Burris by leaving a copy at his usual place of residence, Edgar Burris not found.

Wm. G. Swedgrass  
Sheriff

Answer and  
Cross-petition  
of  
C. S. Chapman  
7182

II.

II





in 6, 12, 18, 24, 30 & 36 months after said date respectively, and each for the sum of Fourteen Dollars, that a true copy of said six several Coupon interest notes are in the words and figures following, to-wit:

\$14<sup>00</sup>

Marysville, Ohio, Jan'y. 10, 1896

Thirty six months after date, I promise to pay to the order of Charles S. Chapman Fourteen Dollars, at Peoples Bank, Marysville, O. (with interest at the rate of eight per cent per annum after maturity, payable semi-annually), being the sixth semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

Amos Burris

\$14<sup>00</sup>

Marysville O. Jan'y. 10, 1896.

Thirty months after date, I promise to pay to the order of Charles S. Chapman Fourteen Dollars, at Peoples Bank, Marysville, O. (with interest at the rate of eight per cent per annum after maturity, payable semi-annually), being the fifth semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

Amos Burris.

\$14<sup>00</sup>

Marysville, O. Jan'y. 10, 1896.

Twenty four months after date, I promise to pay to the order of Charles S. Chapman Fourteen Dollars at Peoples Bank, Marysville, O. (with interest at the rate of eight per cent per annum, after maturity, payable semi-annually), being the 4<sup>th</sup> semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

Amos Burris.

\$14<sup>00</sup>

Marysville, O. Jan'y. 10, 1896.

Eighteen months after date. I promise to pay to the order of Charles S. Chapman, Fourteen Dollars at Peoples Bank, Marysville, O. (with interest at the rate of eight per cent per annum, after maturity, payable semi-annually), being the 3<sup>rd</sup> semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

Amos Burris.

\$14<sup>00</sup>

Marysville, O. Jan'y. 10, 1896

Twelve months after date I promise to pay to the order of Charles S. Chapman Fourteen Dollars, at Peoples Bank, Marysville, O. (with interest at the rate of eight per cent per annum, after maturity, payable semi-annually), being the 2<sup>nd</sup> semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

Amos Burris.

\$14<sup>00</sup>

Marysville, O. Jan'y. 10, 1896.

Six months after date I promise to pay to the order of Charles S. Chapman, Fourteen Dollars, at Peoples Bank, Marysville O. (with interest at the rate of eight per cent per annum after maturity, payable semi-annually), being the 1<sup>st</sup> semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

Amos Burris.

That none of said interest notes are paid, nor are there any credits thereon.

That the first unpaid coupon interest note being the one due in 6 months is now wholly due and unpaid, together with

interest thereon on said \$14<sup>00</sup> at 8% per annum payable annually from July 10, 1896.

That each and all of said interest notes are wholly unpaid, and this defendant and Cross-petitioner Charles S. Chapman is still the legal owner and holder thereof.

That there is now due this defendant and Cross-petitioner Chas S. Chapman upon said first coupon note the sum of \$14<sup>00</sup> with 8% interest thereon payable semi-annually from the 10<sup>th</sup> day of July A.D. 1896, for which amount this defendant and Cross-petitioner asks judgment.

That it is provided and conditioned in said principal note set up in the first cause of action herein and the mortgage securing same.

That if default be made in the payment of any one of the coupons attached, representing the semi-annual interest on said principal note or any part thereof, so they severally become due, then the whole principal sum represented by said principal note shall immediately become due together with all arrearages of interest thereon, may be collected.

And this defendant and Cross-petitioner alleges that said coupon interest note herein above set forth, that is to say the one due and maturing 6 months after date was not paid at maturity and still remains due and wholly unpaid whereby according to the terms of the principal note and the mortgage securing the same the said coupon interest note of \$14<sup>00</sup> due July 10<sup>th</sup> 1896, is now due together with 8 per centum interest thereon per annum payable semi-annually, and that said principal note of \$350<sup>00</sup> is now due together with 8 per centum per annum interest thereon from July 10<sup>th</sup> 1896, payable semi-annually, for which two said sums amounting in the aggregate to \$364<sup>00</sup> with 8 per centum per annum payable semi-annually from July 10<sup>th</sup> 1896.

This defendant and Cross-petitioner Charles S. Chapman asks judgment.

III

For a third cause of action this answering defendant and Cross-petitioner says:

That all the allegations and averments made in respect to said promissory notes set forth in his first and second causes of action herein, are hereby made a part of this his 3<sup>rd</sup> cause of action.

That in order to secure the payment of said promissory notes set forth in his first and second causes of action herein, and the interest arising thereon, the said defendants Amos Burris and Polly Ann Burris his wife, executed, acknowledged and delivered to this defendant and Cross-petitioner their mortgage deed on the said 10<sup>th</sup> day of January A.D. 1896, and thereby conveyed to this defendant and Cross-petitioner Charles S. Chapman his heirs and assigns forever the following described premises, lands and tenements, to-wit: Situate in Paris Township, Union County, Ohio

First Tract: Part of survey No. 1913, Beginning at a stone in the north line of said survey No. 1913 and north east corner to a lot of land containing 20 acres conveyed by William McManis to Amos Burris Dec 15, 1871; thence with the east line of said lot S. 7 1/2<sup>o</sup> E. 103 poles to a stone south east corner to said lot in the north line of land formerly owned by

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Tobias Beighler; thence with said line N. 83° E. 29<sup>4</sup>/<sub>100</sub> poles to a stone; thence N. 7<sup>1</sup>/<sub>2</sub>° W. 103<sup>4</sup>/<sub>100</sub> poles to a stone in the north line of said survey No. 1913; thence with said line S. 82° W. 29<sup>4</sup>/<sub>100</sub> poles to the beginning, containing 19 acres.

Second Tract = Part of same survey No. 1913, Beginning at a stone in the north line of said survey No. 1913 and north east corner to Susan Little's land; thence with her east line S. 8<sup>1</sup>/<sub>2</sub>° E. 102<sup>4</sup>/<sub>100</sub> poles to a stone northwest corner to land formerly owned by Tobias Beighler; thence with north line of said land N. 82° E. 33<sup>4</sup>/<sub>100</sub> poles to a stone; thence N. 8<sup>1</sup>/<sub>2</sub>° W. 102<sup>4</sup>/<sub>100</sub> poles to a stone in the north line of said survey No. 1913; thence with said line S. 81<sup>1</sup>/<sub>2</sub>° W. 33<sup>4</sup>/<sub>100</sub> poles to the beginning, containing 31<sup>4</sup>/<sub>3</sub> acres more or less, excepting 1<sup>4</sup>/<sub>3</sub> acres conveyed to Amos Burris by John Donley, June 25<sup>th</sup> 1865, leaving 20 acres.

Third Tract = Part of same survey No. 1913, Beginning at a stone south east corner to Amos Burris' land in the east line of William Hall's land and north west corner to the Tobias Beighler farm; thence with the north line of said farm N. 83° E. 88 poles to a stone; thence S. 7<sup>1</sup>/<sub>2</sub>° E. 40 poles to a stone; thence S. 83° W. 88 poles to a stone in the east line of said William Hall's land; thence with said line N. 7<sup>1</sup>/<sub>2</sub>° W. 40 poles to the beginning, containing 22 acres of land.

Fourth Tract = Part of same survey No. 1913, Beginning at a stake in the line of said Donley's land 70 feet east of Wm Staley's south east corner; thence S. 80° W. 80<sup>1</sup>/<sub>4</sub> poles to the center of the Newton and Turner road and corner to Emanuel Baker's land, and corner to said Donley's land; thence an easterly course along the center of said road 32<sup>3</sup>/<sub>4</sub> rods to a stone in the center of said road; thence N. 13<sup>1</sup>/<sub>2</sub>° poles to the beginning, containing one acre and one-third more or less.

Fifth Tract = Part of survey No. 4074, Beginning at a stone south east corner to Amos Burris' land in the south line of said survey No. 4074; thence with said line N. 82° E. 3<sup>4</sup>/<sub>100</sub> poles to a stake; thence N. 20° W. 15<sup>2</sup>/<sub>100</sub> poles to a stake in the east line of said Amos Burris' land; thence with said line S. 7<sup>1</sup>/<sub>2</sub>° E. 14<sup>9</sup>/<sub>100</sub> poles to the beginning containing 25 square poles more or less, conveyed to Amos Burris by Alonzo Reed and wife Feb. 27/82. See Vol. 52 page 306.

Sixth Tract = Part of survey No. 4074, Beginning at a stone in the line of John Donley's land and corner to Wm Staley's land and at the south west corner to a tract of 50 acres conveyed to Alonzo Reed by Wesley Amrine and wife Meh. 5, 1864, the original call being 2 sugars from 1 root (both down) thence with said Wm Staley's line N. 8<sup>1</sup>/<sub>2</sub>° W. 53<sup>4</sup>/<sub>100</sub> poles to a stake and stone corner to the Edmund Turner land; thence N. 81<sup>1</sup>/<sub>2</sub>° E. 155<sup>7</sup>/<sub>100</sub> poles to a stake and stone in the east line of said survey and corner to Ephraim Reed's land; thence with said survey line S. 8<sup>1</sup>/<sub>2</sub>° E. 21<sup>2</sup>/<sub>100</sub> poles to a stake corner to said Alonzo Reed's lot; thence with his line S. 80<sup>3</sup>/<sub>4</sub>° W. 135<sup>7</sup>/<sub>100</sub> poles to a stone; thence S. 8<sup>1</sup>/<sub>2</sub>° E. 30<sup>3</sup>/<sub>100</sub> poles to a stone in said John Donley's line; thence with his said line S. 80<sup>3</sup>/<sub>4</sub>° W. 20 poles to the beginning, containing 25 acres and 74 poles, but excepting therefrom 10 acres more or less conveyed by Amos Burris and wife to Alonzo Reed Dec. 15, 1871, see Record of deeds Vol. 38 page 527, and also excepting therefrom 9 acres more or less conveyed by Amos Burris and wife to Alonzo Reed Feb. 27, 1882, see Record of deeds Vol. 52 page 228, leaving in this tract here conveyed 6 acres. Making the total herein conveyed in said sit above described tracts 68<sup>4</sup>/<sub>3</sub> acres and 25 square poles.

The said defendant Polly Ann Burris wife of said Amos Burris,

joined her said husband in the execution, acknowledgment and delivery of said mortgage deed, and thereby did remise, release and forever quit claim unto this answering defendant and cross-petitioner her heirs and assigns forever all her right and title of dower in and to the above described premises.

On the 11<sup>th</sup> day of January A.D. 1896, at 9 O'clock A.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 38 pages 312 and 313 of Record of Mortgage deeds on the 23<sup>rd</sup> day of January A.D. 1896, said mortgage deed has a certain condition therein written, that if the said grantors their heirs assigns executors or administrators shall well and truly pay said promissory note and the interest accruing thereon according to the tenor and effect thereof as aforesaid, the same is to be void otherwise to be and remain in full force and virtue in law the conditions of said mortgage deed have been broken, and the same has become absolute by the non-payment of the said promissory note and the interest accruing thereon.

This defendant and cross-petitioner by virtue of said mortgage deed has a good and valid claim upon the premises herein 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.

Therefore this defendant and cross-petitioner Charles S. Chapman prays judgment against the said defendant Amos Burris for \$364<sup>00</sup> with 8 per centum interest per annum payable semi-annually, and also prays that the priority of the several liens on said mortgaged premises may be established; that the said premises may be ordered 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-petitioner's lien in its proper order of priority; and if said premises should not sell for sufficient to satisfy said defendant and cross-petitioner's lien, that an execution issue, as upon judgments at law, for any unsatisfied balance, and that he may have such other and further relief as in equity he is entitled.

J. H. Kinkade, Attorney for  
Charles S. Chapman.

Answering defendant and cross-petitioner.

State of Ohio,  
Union County, ss. }

Charles S. Chapman being duly sworn says, that he answering defendant and cross-petitioner herein, and that the matters and things set forth in his foregoing answer and cross-petition are true as he verily believes.

Sworn to and subscribed by said Charles S. Chapman before me this 12<sup>th</sup> day of September A.D. 1896.

Andrew Morrey, Notary Public.

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Amos Burris,

On the 19<sup>th</sup> day of September A.D. 1896. the following answer of Amos Burris was filed with the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss:

Answer of  
Amos Burris  
7182

Charles W. Southard  
Ed Cella Jr. Blue

Court of Common Pleas  
Union County, Ohio.

Amos Burris et al

Now comes the defendant Amos Burris and for answer to the plaintiffs petition, and the cross-petitions & answers of the Connecticut Mutual Life Insurance Company and Charles S. Chapman, says that he admits the liens held by said cross-petitioners, the said Connecticut Mutual Life Ins. Co, and also said Charles S. Chapman, under their respective Mortgage liens.

This defendant also represents to the Court that said premises as described and set forth in the petition of the plaintiff, and described as six separate tracts are not of sufficient value to pay the Mortgage liens of the said cross-petitioner said Connecticut Mutual Life Ins. Co, and said Charles S. Chapman and also allow for this defendant homestead rights therein, if sold as six separate tracts as set forth in said plaintiffs petition.

This defendant therefore prays the Court that said property may be appraised and sold in three tracts according to the following descriptions and accompanying plat filed herewith and prepared by A. S. Murray, Civil Engineer. To-wit:

Premises of Amos Burris, Situate in the State of Ohio, County of Union and Township of Paris, and part of Survey No. 4074, First tract: Beginning at a stone South east corner of Rocky J. Staley's land and in the south line of said survey No. 4074; thence with said line N. 82° E. 23° 47' 00" poles to a stake South west corner to Martha Reed's land; thence with a line of said land N. 20° W. 22° 16' 00" poles to a stake; thence with another line of said land N. 8° E. 31° 57' 00" poles to a stone North west corner of said Martha Reed's land in the south line of lands formerly owned by Edmund Turner; thence with said line S. 82° W. 18° 57' 00" poles to a stone south west corner to the said Edmund Turners land in the east line of said Rocky J. Staley's land; thence with said line S. 8° E. 53° 67' 00" poles to the beginning, estimated to contain 6 7/100 acres more or less.

Second Tract: Also another parcel of land adjoining said above described parcel and part of survey No. 1913, beginning at a stone in the north line of said survey No. 1913, at the north east corner of lands formerly owned by Susan Little; thence with the east line of said lands S. 8° E. about 36 7/100 poles to a stake; thence N. 82° E. parallel with said survey line 30 2/100 poles to a stake; thence N. 8° W. about 25 poles to a stake in the center of the Jewell and Blue Gravel road; thence with the center of said road S. 73° 30' E. about 35 poles to a stone at the south west corner of H. J. Condit's land; thence with the west line of said land N. 8° W. 27° 57' 00" poles to a stone north west corner to said land in the south line of said survey No. 1913; thence with said line S. 82° W. 62 7/100 poles to the beginning, estimated to contain 11 1/2 acres more or less, being about 18 3/4 acres in the two above tracts.

This answering defendant prays the Court that said two above tracts be sold as one piece and that the balance of this said real estate be sold under the following description, to-wit:

Premises of Amos Burris situate in the State of Ohio, County of Union and Township of Paris, and part of Survey No. 1918.

Beginning at a stone south west corner to 22 acres of land conveyed by Tobias Brightler and wife to Amos Burris, Dec. 5, 1884; thence with the south line of said lands N. 82° E. 88 poles to a stone; thence N. 82° W. 40 poles to a stone; thence S. 82° W. 25 2/100 poles to a stone south west corner to C. H. & J. C. Burris' land; thence with the west line of said land N. 82° W. 75 6/100 poles to a stone in the center of the Jewell and Blue gravel road; thence with the center of said road N. 73° 30' W. about 86 poles to a stake; thence S. 82° E. about 20 poles to a stake; thence S. 82° W. 30 2/100 poles to a stone in the east line of lands formerly owned by Susan Little; thence S. 82° E. about 103 0/100 poles to the beginning, estimated as containing 50 acres, more or less.

This answering defendant also represents to the Court that the sale of said lands in two tracts as set forth in this answer that is said two first tracts herein described as one piece or parcel and said third or last described tract herein as one principal parcel, would sell to a better advantage and go further toward paying the mortgage liens thereon.

This answering defendant therefore prays the Court that said lands may be appraised and sold as herein prayed for.

The defendant also prays the Court for his just and proper allowance in lieu of a homestead herein after the payment of the mortgages to said Connecticut Mutual Life Ins. Co. and said Charles S. Chapman, and as for all other parties and things not herein admitted this defendant denies the same.

This defendant also prays the Court for all other and proper relief to which he may be entitled.

J. H. Kinkade, Attorney for Amos Burris.

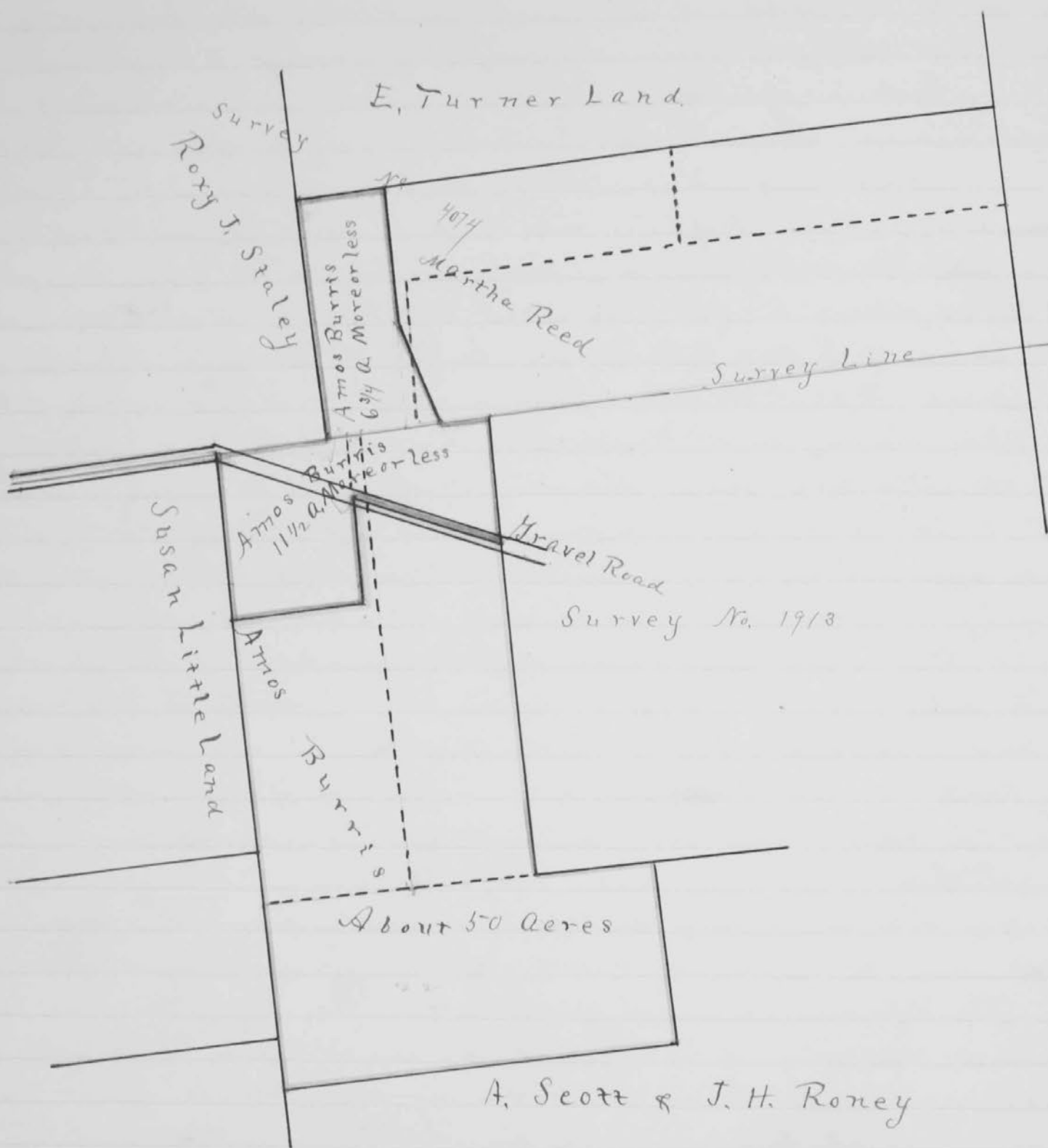
The State of Ohio, }  
Union County, ss: }

Amos Burris defendant in above pleading, being sworn makes oath and says that the facts stated and allegations in his foregoing answer as he believes true.

Amos Burris  
Sworn to and subscribed by said Amos Burris before me this 19<sup>th</sup> day of September A. D. 1896.

Seal

J. N. Gosnell Clerk.



Summons  
in  
Opposition

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Entry  
7182

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Summons  
in  
Cross-petition

On the 8<sup>th</sup> day October A.D. 1896 the following Summons in Cross-petition was issued by the Clerk of this Court, to-wit:  
The State of Ohio, Wm. County,  
To the Sheriff of the County of Wm.

You are commanded to notify Polly Ann Burris and Amos Burris, that C. S. Chapman has filed an answer and Cross-petition in the case of Charles W. Southard and Ella Blue against Amos Burris, Polly Ann Burris, The Connecticut Mutual Life Insurance Company and Charles S. Chapman in the Common Pleas Court of Wm. County, and that unless they answer by the 7<sup>th</sup> day of November A.D. 1896, the Cross petition of the said Charles S. Chapman against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 9<sup>th</sup> day of October A.D. 1896.

Witness my hand and seal of the said Court at Mansfield, this 8<sup>th</sup> day of October A.D. 1896

J. N. Gosnell

Clerk of the Common Pleas Court, Wm. County, Ohio.  
By J. W. A. Gosnell Deputy.

October 8<sup>th</sup> 1896.

Wm. County

We hereby waive issuing and service of process herein and enter our appearance.

Witness  
W. H. Kinkade  
Charles A. Kinkade.

Polly Ann <sup>for</sup> Burris  
mark

Entry  
7182

On the 5<sup>th</sup> day of January A.D. 1897, the following Entry was filed with the Clerk of this Court to-wit:  
Charles W. Southard  
and Ella J. Blue  
vs  
Amos Burris, Polly Ann Burris,  
The Connecticut Mutual  
Life Insurance Company &c  
Charles S. Chapman  
Court of Common Pleas  
Wm. County, Ohio.

This day this cause on to be heard by the Court upon the answer and Cross-petition of the Connecticut Mutual Life Insurance Company, and the Court having considered said Cross-petition of said The Connecticut Mutual Life Insurance Company, the petition of the plaintiffs Chas. W. Southard and Ella J. Blue and the Cross-petition of Charles S. Chapman and the answer of Amos Burris, his wife the said Polly Ann Burris and Edgar Burris being in default for answer or demurrer to said Cross-petition of said The Connecticut Mutual Life Insurance Company, and the Court having heard the proofs and evidence adduced by the parties respectively and finding all parties properly in Court doth find

1. All and singular the statements contained in said Cross-petition of said The Connecticut Mutual Life Insurance Company to be true.
2. That there is now due to the said Cross-petitioner said The Connecticut

Mutual Life Insurance Company upon said promissory notes in the said first cause of action set forth in the said Cross-petition of said The Connecticut Mutual Life Insurance Company, the sum of \$1000<sup>00</sup> which is entitled to draw interest from July 12, 1896, at the rate of 8 per centum per annum making amount due said Cross-petitioner said Connecticut Mutual Life Insurance Company to the first day of the present term of this Court to-wit, Monday January 4<sup>th</sup> 1897, the sum of \$1040, which is entitled to draw interest at the rate of 8 per centum per annum.

And that excepting what may hereafter be found due to the State for taxes on said mortgaged premises if any thing, the said Connecticut Mutual Life Insurance Company, the Cross-petitioner has the first and best lien upon said premises.

That said defendant Charles S. Chapman has the next best lien upon said mortgaged premises, and as for the rights and the liens of the other parties plaintiffs and defendants hereto the same are not now determined.

Wherefore it is adjudged by the Court that the said Cross-petitioner said Connecticut Mutual Life Insurance Company recover against the said defendants Amos Burris and Edgar Burris the said sum of \$1040<sup>00</sup> with 8% int. from Jan. 4/1897, together with its costs, in this behalf expended taxed to \$ for which execution is awarded.

And it is further ordered by the Court that unless the said defendant Amos Burris pay or cause to be paid said above adjudged sum of money to the said Cross-petitioner said Connecticut Mutual Life Insurance Company within 10 days from the date of the entry hereof, an order of sale issue to the Sheriff for the time being of said County, commanding him as such Sheriff to cause said premises to be appraised, advertised and sold as upon execution, and that he bring the proceeds of such sale into Court to be distributed according to its further order.

J.H.K.  
Brodrick

Receipt for  
Order of Sale  
7182

On the 5<sup>th</sup> day of July A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Chas W. Southard et al      Court of Common Pleas  
vs      Union County, Ohio.  
Amos Burris et al

To the Clerk:

Issue Order of Sale in above entitled case on judgment of Conn. Mutual Life Ins. Co. directed to the Sheriff of Union County, returnable according to law.

J.H. Kirkhead, Atty. for  
Conn. Mutual Life Ins. Co.

On the 5<sup>th</sup> day of July A.D. 1897, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Order  
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Order  
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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 4<sup>th</sup> day of January, 1897, the Connecticut Mutual Life Insurance Company obtained a judgment and Decree against Amos Burris and others for the sum of One Thousand and Forty (\$1040<sup>00</sup>) Dollars, and Twenty-Cent (\$21<sup>35</sup>) and 87,100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Amos Burris within 10 days from the 4<sup>th</sup> day of January A.D. 1897, pay unto the said Connecticut Mutual Life Insurance Company the said sum of One Thousand and Forty (\$1040) Dollars, with interest from the 4<sup>th</sup> 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 10 days aforesaid have fully expired, and the said sum of One Thousand and Forty 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:

First Tract = Part of Survey No. 1913, - Beginning at a stake in the north line of said survey No. 1913 and northeast corner to a lot of land containing 20 acres conveyed by William M. Mannis to Amos Burris Dec. 15<sup>th</sup> 1871: thence with the east line of said lot, S. 7 $\frac{1}{2}$ <sup>o</sup> E. 103 poles to a stake southeast corner to said lot, in the north line of land formerly owned by Tobias Beighler; thence with said line N. 83<sup>o</sup> E. 29 $\frac{45}{100}$  poles to a stone; thence N. 7 $\frac{1}{2}$ <sup>o</sup> W. 103 $\frac{49}{100}$  poles to a stone in the north line of said survey No. 1913; thence with said line S. 82<sup>o</sup> W. 29 $\frac{45}{100}$  poles to the beginning, containing 19 acres.

Second Tract = Part of same survey No. 1913: Beginning at a stone in the north line of said survey No. 1913, and northeast corner to Susan Little's land; thence with the east line, S. 8 $\frac{1}{2}$ <sup>o</sup> E. 102 $\frac{49}{100}$  poles to a stone, northwest corner to lands formerly owned by Tobias Beighler; thence with the north line of said land, N. 82<sup>o</sup> E. 33 $\frac{25}{100}$  poles to a stone; thence N. 8 $\frac{1}{2}$ <sup>o</sup> W. 102 $\frac{59}{100}$  poles to a stone in the north line of said survey No. 1913; thence with said line S. 81 $\frac{1}{2}$ <sup>o</sup> W. 33 $\frac{29}{100}$  poles to the beginning, containing 21 $\frac{1}{3}$  acres, more or less, excepting 1 $\frac{1}{3}$  acres conveyed to Amos Burris by John Donley, June 25<sup>th</sup> 1865, leaving 20 acres.

Third Tract = Part of same survey No. 1913, - Beginning at a stone south east corner to Amos Burris' land in the east line of William Hall's land and northwest corner to the Tobias Beighler's farm; thence with the north line of said farm, N. 83<sup>o</sup> E. 88 poles to a stone; thence S. 7 $\frac{1}{2}$ <sup>o</sup> E. 40 poles to a stone; thence S. 83<sup>o</sup> W. 88 poles to a stone in the east line of said William Hall land; thence with said line N. 7 $\frac{1}{2}$ <sup>o</sup> W. 40 poles to the beginning, containing 22 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 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 5<sup>th</sup> day of July A. D. 1897.

(seal)

W. Gosnell Clerk.

By J. A. Gosnell Deputy.

Afterward on the 14<sup>th</sup> day of August A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows.

By State of Ohio, Union County ss.

Sheriff's Return

| Sheriff's Fees    | \$        | cts       |
|-------------------|-----------|-----------|
| Service           | 25        |           |
| Log               | 25        |           |
| Sum. Appraisers   | 1         | 20        |
| Swearing "        | 25        |           |
| Writing Appraisal | 25        |           |
| Copy of "         | 25        |           |
| Notice to Printer | 25        |           |
| Writing Notice    | 25        |           |
| Mileage           | 48        |           |
| Poundage          | 18        | 30        |
| Return            |           | 25        |
| <b>Total</b>      | <b>21</b> | <b>95</b> |
| Appraisers Fees   | 3         | 00        |

In obedience to the command of the Order of Sale hereto annexed, I did on the 12<sup>th</sup> day of July, 1897, summon William Staley, John M. Hominy and Lope 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 12<sup>th</sup> day of July, 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 and Seventy Nine & 5/100 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 14<sup>th</sup> day of July, 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 14<sup>th</sup> 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 days previous to the day of sale, to-wit, five consecutive weeks; and in pursuance to said notice, I did, on said 14<sup>th</sup> day of August A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came Moses Burris, who bid for the same the sum of Twelve Hundred and Twenty Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Moses Burris 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 Twelve Hundred & Twenty Dollars.

J. Ed Robinson  
Sheriff.

Summons  
in  
Cross-Petition

Sheriff's  
Return

Entry  
7182

Summons  
in  
Cross-Petition

On the 14<sup>th</sup> day of August A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:  
The State of Ohio, Minn. County, ss.  
To the Sheriff of said County:

You are commanded to notify Thaddius Wood, that the Connecticut Mutual Life Insurance Company has filed an answer and Cross-petition in the case of Charles Southard et al vs Amos Burris et al, in the Court of Common Pleas of Minn. County, and that he must answer by the 11<sup>th</sup> day of September A.D. 1897, or the said Cross-petition will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 23<sup>rd</sup> day of August A.D. 1897.

Witness my hand and seal of the said Court, this  
14<sup>th</sup> day of August A.D. 1897.  
J. N. Cornell Clerk

Sheriff's  
Return.

Afterward on the 14<sup>th</sup> day of August A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office of said County, said writ is under seal as follows:

|               |         |
|---------------|---------|
| Sheriff's Fee | \$ 00   |
| Service       | 25      |
| Mileage       | 64      |
| Copy          | 15      |
| Return        | 25      |
| Total         | \$ 1 29 |

The State of Ohio, Minn. County, ss.  
Received this writ August 14<sup>th</sup> A.D. 1897, at 2 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 Thaddius Wood personally on Aug. 14<sup>th</sup> 1897.  
J. Ed Robinson, Sheriff.

Entry  
7182

On the 13<sup>th</sup> day of September A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Charles W. Southard  
and Elizabeth Blue  
vs.  
Amos Burris  
Polly Ann Burris  
The Connecticut Mutual  
Life Insurance Company  
Charles S. Chapman.

Court of Common Pleas  
Minn. County Ohio.

This cause coming on for hearing, the Court find, Thaddius Wood, defendant in default for answer or demurrer, and the Court further find that any claim or lien said Wood may have is subordinate and junior to the mortgage liens of the Cross-petitioner, The Connecticut Mutual Life Insurance Company, and also to that of Cross-petitioner Charles S. Chapman herein.

And the Court further considering said cause and finding the proceeds of the sale in the hands of the Sheriff sufficient to satisfy the mortgage lien of said Cross-petitioner, The Connecticut Mutual Life Insurance Company, the Court orders that the Clerk of this Court cause satisfaction of the said mortgage, to said Connecticut Mutual Life Insurance Company herein and upon on Cross-petition to be entered on the record thereof in the office of the Recorder of Minn. County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to \$1220; it is ordered that the Sheriff out of the money in his hands pay:

1<sup>st</sup>. To the Treasurer of this County the taxes, penalty and interest against said property to-wit, the sum of \$8<sup>52</sup>.

2<sup>nd</sup>. The costs of this action taxed at \$67<sup>05</sup>.

3<sup>rd</sup>. To the Cross-petitioner, the Connecticut Mutual Life Insurance Company the amount heretofore found due, with interest as claimed to-wit, the sum of \$1096<sup>00</sup>.

4<sup>th</sup>. To Charles S. Chapman deft. Cross-petitioner the balance of said money remaining in his hands to-wit, the sum of \$494<sup>3</sup> to be applied as a credit upon the mortgage of said Charles S. Chapman, and thereupon this cause is continued.

J.H.H.

Burdick

Attest,

J.M. Gosnell Clerk

By Jm A Gosnell Deputy.



Petition  
7259

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Chapman,

Pleas continued and held at the Court House in  
Mayville, 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  
10-00; on the 19th day of April in the year of our Lord one thousand  
Eight Hundred and Ninety Seven.

Be it remembered that heretofore 10-00, on the 14th day of  
December A.D. 1896. S. A. Hoskins filed in the Clerk's office of the  
Court of Common Pleas, the following petition against Anthony Parish &c  
10-00:

Petition S. A. Hoskins,  
7259  
to  
Anthony Parish,  
Margaret M. Parish,  
Austin A. Parish,  
George B. Hamilton,  
Joseph J. Dickinson,  
W. A. Ferguson, J. L.  
Rogers, Bank of  
Richwood and  
Richwood Deposit Bank.

Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff S. A. Hoskins, and for his  
first cause of action, says that on the 19th day of March, 1892, the  
said defendant, Anthony Parish and Margaret M. Parish, made and deliv-  
ered to George B. Hamilton their certain one promissory note, a true  
copy of which, with all credits and endorsements thereon, is in the words  
and figures following, 10-00:-

\$400.00, Same Ohio, March 19, 1892.

Three years after date we promise to pay to George B.  
Hamilton or order, Four Hundred Dollars, for value received with 8 per  
cent interest from date, payable annually.

This note is secured by mortgage on real estate.  
Anthony Parish  
Margaret M. Parish.

Said note is endorsed as follows:

"For value received, I hereby assign the within note to  
S. A. Hoskins. George B. Hamilton."

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 on said promissory note from the said  
defendants, Anthony Parish and Margaret M. Parish, the sum of Four Hundred  
Dollars (\$400.00), with eight (8) per cent interest, payable annually, from  
the 19th day of March, 1892, for which amount plaintiff asks judgment.

Second Cause of action.

Plaintiff for his second cause of action says that all  
allegations and averments made in respect to said promissory note  
set forth in his first cause of action are hereby made a part of this  
his second cause of action.

That in order to secure the payment of the said promissory note set forth in his said first cause of action and the interest accruing thereon, the said defendants, Anthony Parish and Margaret M. Parish, his wife, executed, acknowledged and delivered to the said George B. Hamilton their mortgage deed on the 19<sup>th</sup> day of March, 1892, and thereby conveyed to said George B. Hamilton, his heirs and assigns forever, the following described premises, lands and tenements, to-wit:

Situate in the Counties of Marion and Union and in the State of Ohio, and bounded as follows:

Beginning at a stone northwest corner of Survey No. 10408, Virginia Military Lands, and on the Marion and Union County line; thence north eighty-one (81) degrees east, eighty-five (85) poles and seventeen (17) links to a black walnut; thence south nine (9) degrees east, ten (10) poles to the Marion County line; thence same course one hundred and two (102) poles to a stake and stone in Union County in the center of the Coburn Road; thence south eighty-one (81) degrees west eighty-five (85) poles and seventeen (17) links to a stone in the center of the Fastman Road; thence north nine (9) degrees west and with said road one hundred and twelve (112) poles to the place of beginning, containing sixty (60) acres more or less.

Plaintiff says that the defendant Margaret M. Parish, wife of the said Anthony Parish, 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 George B. Hamilton, his heirs and assigns forever, all her right and title of dower in and to the above described premises.

That on the 22<sup>nd</sup> day of March, 1892, at 1-20 O'clock P. M. of said day, said mortgage deed was left for record in the office of the Recorder of Union County, Ohio, and the same was duly recorded by him in Volume 26, Page 814, of the Records of mortgage deeds, on the 2<sup>nd</sup> day of April, 1892.

Said mortgage deed has a condition thereunder written, that if the said Anthony Parish and Margaret M. Parish, or either of them, their heirs, assigns, executors or administrators, shall well and truly pay said promissory note and the interest accruing thereon, according to the tenor and effect of said note, 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 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 the defendant herein named as the Bank of Richmond is a partnership formed for the purpose of carrying on a trade and business within the State of Ohio, and is engaged in a general banking business at the Village of Richmond, in said State.

Plaintiff further says that the defendant herein named as the Richmond Deposit Bank is a partnership formed for the purpose of carrying on a trade and business within the State of Ohio, and is engaged in a general

Receipt  
7259



banking business at the Village of Richmond, in said State.  
 Plaintiff says that the defendants Anson A. Parish, George B. Hamilton, Joseph J. Dickinson, W. H. Ferguson, J. L. Rogers, Bank of Richmond and Richmond Deposit Bank, 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 claims or liens upon said mortgaged premises, if any they have, and the time or times when the same attach thereto; or in default thereof, that the said defendants, and each of them, may be forever barred from asserting any lien upon or against said premises.

Wherefore, plaintiff prays judgment against the said defendants, Anthony Parish and Margaret M. Parish, for the sum of Four Hundred Dollars (\$400.00), with interest thereon at the rate of eight (8) per cent per annum, payable annually, from the 19<sup>th</sup> day of March, 1892.

And plaintiff further prays that the priority of the several liens upon said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds 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 plaintiff's 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 judgment at law for such unsatisfied balance, and that he may have such other and further relief as equity may require.

S. A. Hoskins  
 By Davis & Hoskins, Attorneys.

State of Ohio, Suglarize County.

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 10<sup>th</sup> day of December, 1896.

W. L. Rogers  
 Notary Public

On the 19<sup>th</sup> day of December A. D. 1896, the following Receipt was filed with the clerk of this Court, to-wit:

Receipt  
 7259  
 S. A. Hoskins  
 vs  
 Anthony Parish et al  
 Court of Common Pleas  
 Union County, Ohio.

To the Clerk of said Court:

Issue a Summons for said defendants, Anthony Parish, Margaret M. Parish and Anson A. Parish, directed to the Sheriff of Marion County, Ohio, returnable according to law. Endorse, "Action for money, sale of mortgaged lands and relief. Amount claimed, \$400.00, with interest thereon at the rate of 8 per cent per annum, payable annually, from the 19<sup>th</sup> day of March, 1892."

S. A. Hoskins  
 By Davis & Hoskins, Attorneys.

Summons.

On the 19<sup>th</sup> day of December A.D. 1896, the following Summons was issued to the Sheriff of Marion County, to-wit:

The State of Ohio, Marion County,

To the Sheriff of Marion County;

You are hereby commanded to notify Anthony Parish, Margaret M. Parish and Susan A. Parish, that they have been sued by S. A. Hoskins in the Court of Common Pleas of Marion County, and must answer by the 16<sup>th</sup> day of January A.D. 1897, or the petition of the said plaintiff will be taken so true, and judgment rendered accordingly.

You will make due return of this Summons on the 28<sup>th</sup> day of December A.D. 1896.

Witness my hand and the seal of said Court, this 19<sup>th</sup> day of December A.D. 1896.

J. V. Gosnell Clerk

*seal*

Sheriff's Return

Afterward on the 25<sup>th</sup> day of December A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

The State of Ohio, Marion County,

|                  |       |
|------------------|-------|
| Sheriff's Fees   |       |
| Service & Return | 67    |
| Mileage          | 48    |
| Copies           | 54    |
| Total            | \$169 |

Received this writ Dec. 21<sup>st</sup> A.D. 1896, at 8<sup>00</sup> O'clock A.M. and served same by delivering a true and certified copy of this writ with the endorsements thereon to the within named Anthony Parish, Margaret M. Parish and Susan A. Parish personally, Dec. 24, 1896.

J. T. Shaw, Sheriff  
By J. W. Sifrett Deputy.

Answer of C. E. Wharton 7259

On the 21<sup>st</sup> day of December A.D. 1896, the following Answer was filed with the Clerk of this Court, to-wit:

S. A. Hoskins

Court of Common Pleas

Marion County, Ohio.

vs  
Anthony Parish et al

And now comes C. E. Wharton by way of cross-petition and makes the following claims;

That on Tuesday the 16<sup>th</sup> day of January, 1894, the piece of land as described in the plaintiff's petition was sold for Taxes to one J. J. Rogers, and that the Certificate of Delinquent Tax sale was by said Rogers assigned and transferred to said C. E. Wharton on June 10<sup>th</sup> 1896, as per copy of annexed Certificate of Delinquent Tax sale marked Exhibit A. with the endorsements thereon.

The said C. E. Wharton in this suit asks the Court to grant and give any and all relief he is entitled against said plaintiff under the laws of Ohio, viz:

1<sup>st</sup> - To decree his priority of lien.

2<sup>nd</sup> - Judgment for purchase money, with subsequent taxes paid in all \$9958, with penalty and interest as shown by the following account.

|                 |   |         |
|-----------------|---|---------|
| Jan. 16 - 1894, | To Taxes on 59 <sup>65</sup> / <sub>100</sub> ac land sold in name of A. Parish | \$50.70 |
| " " "           | " Transfer  | 10      |
| Dec. 19 - "     | " Taxes due for December  | 9.69    |
| June 19 - 1895  | " " " " June  | 9.69    |
| Dec. 18 - "     | " " " " December  | 9.91    |

Warrant 7259

Entry 7259

Answer and Cross-Petition of M. J. Banning 7259

Summons was

Margaret M. A. Hoskins in answer by the Tiff will be

the 30th day

il Court, this A.D. 1896.

will Clerk the Sheriff of said County,

b, at 8<sup>00</sup> O'clock and certified done to the within and Susan A. Parish

Sheriff Deputy.

answer was filed

Cross-petition

the price of to one J. J. by said Rogers \$1896, as per Exhibit A.

to grant and Tiff under the

to paid in all account.

Parish \$50.70  
10  
9.69  
9.69  
9.91

June 15, 1896 To Taxes due for June  
Dec. 19 1896 " " " " December

9.91  
9.58  
\$99.58

C. E. Wharton, being duly sworn says the allegations in the foregoing Cross-petition are true as he verily believes.

C. E. Wharton.

Inm to and subscribed before me by C. E. Wharton this 21<sup>st</sup> day of December, 1896.

seal

J. N. Donnell Clerk  
By J. W. A. Donnell Deputy

On the 30<sup>th</sup> day of December A.D. 1896, the following Waver of service was filed with the Clerk of this Court, to-wit:

Waver S. A. Hoskins  
7259 vs Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

Now comes the undersigned parties defendants in the above entitled action, and hereby waive the issuing and service of summons in said cause and voluntarily enter our appearance as defendants therein.

James Coulter Pres Bk of Richmond  
Geo B. Hamilton  
Bent Cahill, Pres Richmond Dep. Bank  
W. H. Ferguson

On the 5<sup>th</sup> day of January A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry S. A. Hoskins  
7259 vs Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

On motion, Margaret Jane Baringer was this day made an additional party defendant herein, with leave to answer instantly.

Answer and Cross-Petition was filed with the Clerk of this Court, to-wit:

M. J. Baringer S. A. Hoskins  
725-9 vs Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

Now comes Margaret Jane Baringer, asks to be made a party defendant herein, and by way of answer and cross-petition says:

First: That the defendants, Margaret M. Parish and Anthony Parish are indebted to her in the sum of One thousand Dollars, which she claims, with interest from September 1<sup>st</sup> 1896, with interest at six per cent, payable semi-annually, on a promissory note, of which the following is a copy.

"Richmond, Indiana, March 12<sup>th</sup>, 1892.

"Five years after date, I promise to pay to the order of Joseph J. Dickerson, One thousand Dollars, at the Second National Bank, Richmond, Indiana  
" 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, and five per cent Attorneys fees.  
" 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 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 por-  
" tion thereof, shall be sold for any tax or assessment whatsoever, then, and  
" in that event, this note and all accrued interest thereon, shall imme-  
" diately become due, and may be collected.

Anthony Parish

Margaret M. Parish

The following is the only endorsement:

Pay to the order of Margaret Jane Barringer without recourse  
on me,"

Joseph J. Dickinson

There are no credits on said note.

*2<sup>nd</sup>* There is due said Margaret Jane Barringer, from the defendants,  
Margaret M. Parish and Anthony Parish, the sum of Fifty Dollars, which  
this defendant claims upon the note set out under the first cause  
of action herein, and which note is made a part of this cause of action  
being the five per cent Attorney fees stipulated therein to be paid.

Said contract was executed and stipulated for performance  
in the State of Indiana.

The Supreme Court of said State of Indiana, held in the  
case of *Tuley vs. McElmury*, 67, Ind. 10, that: "An unconditional stipula-  
tion in a note to pay attorney's fees is valid," said decision has never  
been reversed nor modified either by said Court or by the Legislature  
of said State, and is still the law of said State.

*Third*—Said defendants, Margaret M. Parish and Anthony Parish, are  
indebted to this defendant in the further sum of Thirty Dollars, which  
this defendant claims with interest at eight per cent (payable semi-  
annually) upon an interest Coupon note, attached to the principal note  
set out under first cause of action herein, a copy of which Coupon  
is as follows:

" \$ 30<sup>00</sup>

Richmond, Ind., Mar, 12<sup>th</sup>, 1892.

" Sept. 12<sup>th</sup>, 1896, after date, I promise to pay to the order of Joseph  
" J. Dickinson, Thirty 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 semi-annual  
" interest on the note hereto attached, of even date herewith, and  
" subject to all the conditions of said note."

(Signed) Margaret M. Parish

Anthony Parish

The following is the only endorsement:

" Pay to the order of Margaret Jane Barringer without  
recourse on me?"

Joseph J. Dickinson.

Reply  
7259

There are no credits on said Coupon.

4<sup>th</sup>. At the time of delivering said principal note and Coupon note, and to secure the payment of the same, together with nine other similar Coupon notes, including said Attorney's fee, said defendants, Margaret M. Parish and Anthony Parish, her husband, duly executed and delivered to said Joseph J. Dickinson, their Mortgage deed, conveying the premises described in the petition herein.

Said Mortgage contained a condition that should said principal note and interest Coupon note be paid, or caused to be paid, by said Margaret M. Parish and Anthony Parish, or either of them, according to the tenor thereof, then to be void, otherwise to be in full force and virtue in law forever.

On the 19<sup>th</sup> day of April, 1892, at 3 O'clock P.M.; said mortgage was duly left for record at the Recorder's office of Union County, Ohio, and was on, the 23<sup>rd</sup> day of April, 1892, duly recorded in Book 31, page 323, of his mortgage records.

Said mortgage has been duly assigned to this defendant.

The mortgage set up in the petition in this action was executed on the same day as this defendant's mortgage, and was accepted by the mortgagee, the said George B. Hamilton, with full knowledge of the Mortgage herein recited, and with the distinct understanding and agreement upon the part of said Margaret M. Parish, Anthony Parish, George B. Hamilton and said Joseph J. Dickinson, that said mortgage executed to said George B. Hamilton, was to be and was secondary to this defendant's said lien.

Plaintiff accepted his note and Mortgage sued on in his petition herein with full knowledge of said agreement and understanding, so that this defendant's mortgage became and still is a valid and subsisting first lien on said premises.

Therefore said Margaret Jane Banninger prays that said property may be sold and her claim be first satisfied out of the proceeds thereof.

J. E. Griffith, Atty. for Margaret Jane Banninger.

State of Ohio, Union County, ss.

J. E. Griffith, being duly sworn says, that he is the Attorney of Margaret Jane Banninger, duly authorized in the premises, that said Margaret Jane Banninger is a non resident of said Union County, Ohio, and that the allegations in the foregoing petition he believes are true.

Subscribed and sworn to before me, this 4<sup>th</sup> day of January, A.D. 1897.

J. E. Griffith  
J. W. Tilton, Notary Public.

On the 16<sup>th</sup> day of January 1897, the following Reply was filed with the Clerk of this Court, to-wit:  
Reply S. A. Hoskins  
7259  
Anthony Parish et al  
County of Common Pleas  
Union County, Ohio  
Now comes the plaintiff, S. A. Hoskins, and by way of Reply

In the answer and cross petition of the defendant, Margaret Jane Barringer, says that he admits that the mortgage set up in the answer and cross-petition of the said Margaret Jane Barringer was executed and delivered by the said Anthony Parish and Margaret M. Parish to the said Joseph J. Dickinson, and was duly filed for record by the said Joseph J. Dickinson, as in defendant's answer and cross-petition set forth.

He further admits that said mortgage was duly and properly transferred by the said Joseph J. Dickinson to the said Margaret Jane Barringer, and the said Margaret Jane Barringer is now the legal owner and holder of said mortgage and the note secured thereby.

This plaintiff denies each and every other allegation contained in said answer and cross-petition. Wherefore, plaintiff prays, as in his petition.

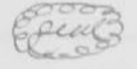
S. A. Hoskins  
By Davis & Hoskins, Atty's.

State of Ohio, Suglarie County.

S. A. Hoskins, being first duly sworn, says that the allegations contained in the foregoing reply are true, as he verily believes.

S. A. Hoskins.

Sworn to and subscribed before me by the said S. A. Hoskins this 15<sup>th</sup> day of January, 1897.



F. M. Horn  
Notary Public

On the 15<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7209

S. A. Hoskins vs  
Anthony Parish et al  
Court of Common Pleas  
Suglarie County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court finds that the defendants, Anthony Parish and Margaret M. Parish have been duly served with summons in this case, and that they are each in default for answer and demurrer thereto, and that the allegations of the petition are thereby compassed by them to be true.

The Court further finds that the defendants Anson A. Parish, George B. Hamilton, Joseph J. Dickinson, W. A. Ferguson, Bank of Richmond and Richmond Deposit Bank, have each been duly served with summons or have voluntarily entered their appearance as defendants in said cause, and that all are now properly and legally before the Court.

The Court further finds that Margaret Jane Barringer has been made a party defendant in said cause, and that she has filed herein her answer and cross-petition.

The Court further finds that there is due to the plaintiff S. A. Hoskins, from the defendants, Anthony Parish and Margaret M. Parish, on the promissory note set forth in his petition, with interest to the 15<sup>th</sup> day of February, 1897, the sum of Five Hundred and Seventy-five Dollars and Fifty-six cents (\$575.56).

The Court further finds that in order to secure the payment of said note, the defendants Anthony Parish and Margaret M. Parish, his wife, executed and delivered to George B. Hamilton their certain mortgage deed, as in the petition described and on the premises therein described;

Order of Sale

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that said Mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 22<sup>nd</sup> day of March, 1892, at 1-20 o'clock P.M. of said day, and was duly recorded by him in Volume 26, Page 314, of the Records of Mortgage Deeds on the 2<sup>nd</sup> day of April, 1892.

The Court further finds that said mortgage is a good and valid lien on the premises described in the petition, and the conditions in said mortgage have been broken.

The Court further finds that said promissory note described in plaintiffs petition have been duly and legally transferred to the plaintiff S. A. Hoskins, and that the said plaintiff is now the legal owner and holder of said promissory note and of the mortgage upon said premises securing said promissory note.

It is therefore considered by the Court that the plaintiff, S. A. Hoskins, recover from the defendants, Anthony Parish and Margaret M. Parish, the sum of Five Hundred and Seventy-five Dollars and Fifty-six Cents (\$575.56), and his costs herein expended.

And it is further adjudged and decreed that unless the defendants, Anthony Parish and Margaret M. Parish 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 or found due as aforesaid, with interest at eight (8) per cent. from the 15<sup>th</sup> day of February, 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, Ohio, directing him to appraise, advertise and sell said premises as upon execution and to report his proceedings to this Court, and to retain the proceeds of said sale to await the further order of this Court.

Good cause being shown therefor, advertisement of the sale of said premises in a German paper is hereby dispensed with.

The question of priority of liens continued.

Approved by J. E. Griffith Atty. for Margaret Jane Banninger & J. Dickinson

On the 20<sup>th</sup> day of February A.D. 1897, the following Order of Sale was issued by the Clerk of this Court, to the Sheriff of Union County, Ohio, to-wit:

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 15<sup>th</sup> day of February 1897, S. A. Hoskins obtained a Judgment and Decree against Anthony Parish and Margaret M. Parish for the sum of Five Hundred and Seventy-Five and 56/100 Dollars and Eighteen and 93/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Anthony Parish and Margaret M. Parish within two days from the 15<sup>th</sup> day of February, A.D. 1897, pay unto the said S. A. Hoskins the said sum of Five Hundred and Seventy-five Dollars and Fifty-six cents, with interest from the 15<sup>th</sup> 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,

to Jane Banninger,  
and Com-petition  
livered by the  
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as in his petition.  
A. Hoskins  
Hoskins, Atty.  
the allegations  
Hoskins.  
said S. A. Hoskins,  
Public  
was filed  
on the petition  
defendants,  
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ult for answer  
are thereby  
erson A. Parish,  
Bank of Richmond  
with summons  
in said cause,  
Banninger has  
she has filed  
S. A. Hoskins,  
on the promissory  
February, 1897,  
fifty-six cents (\$575.56)  
the payment  
M. Parish, his  
ertain mortgage  
described;

according to the statute regulating judgments and Executions at law, to sell the real estate described in the plaintiffs petition, &c.

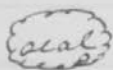
And whereas, the two days aforesaid have fully expired, and the said sum of Five Hundred and Seventy Five and 67/100 Dollars and costs aforesaid, have not been paid, or any part thereof, as appears to me of record.

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 Counties of Marion and Union, and in the State of Ohio, and bounded as follows:

Beginning at a stone northwest corner of Survey No. 10408, Virginia Military Lands, and on the Marion and Union County line; thence N. 81° E. 85 poles and 17 links to a Black Walnut; thence S. 9° E. 90 poles to the Marion County line; thence same course 102 poles to a stake and stone in Marion County, in the center of the Osborne road; thence S. 81° W. 85 poles and 17 links to a stone in the center of the Fastman road; thence N. 9° W. and with said road 112 poles to the place of beginning, containing 60 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 Mansville, this 20<sup>th</sup> day of February A.D. 1897.

J. N. Gosnell Clerk.

Afterward on the 3<sup>rd</sup> day of April, A.D. 1897, the Sheriff of said County, returned said writ, to the Clerk's office in said County, which return is as follows:

Sheriff's Return.

The State of Ohio,  
Marion County ss.

|                   |              |
|-------------------|--------------|
| Sheriff's Fee     | \$ 25        |
| Service & Return  | 50           |
| Lump              | 25           |
| Sum Appraisals    | 1 20         |
| Swearing "        | 25           |
| Conveying "       | 1 00         |
| Writing Appraisal | 25           |
| Copy of "         | 25           |
| Notice to Premier | 25           |
| Writing Notice    | 25           |
| mileage           | 4 00         |
| Poundage          | 19 55        |
| <b>Total</b>      | <b>27 75</b> |
| Appraisers' Fees  | 3 00         |
| Printers' Fees    | 15 25        |

In obedience to the command of the Order of said Court, I did, on the 22<sup>nd</sup> day of February 1897, summon J. M. Flickenger, S. F. Chapman and C. S. Chumy, 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 22<sup>nd</sup> 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 Fiftyten 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 27<sup>th</sup> day of February, 1897, I caused to be advertised in the Richmond Review, a newspaper printed and published, and of general circulation in

Proof of Publication.  
7259

Affidavit of Publication



Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 3<sup>rd</sup> 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 3<sup>rd</sup> day of April A.D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came Margaret Jane Banninger who bid for the same the sum of Fourteen Hundred and Fifty Five Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Margaret Jane Banninger being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Fourteen Hundred and Fifty Five Dollars.

J. Ed Robinson Sheriff

On the 31<sup>st</sup> day of March A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:  
S. A. Hoskins  
7259  
Anthony Panick et al  
County 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 3, 1897, at or about the hour of one o'clock P. M. on said day, the following described real estate to-wit: bounded and described as follows:

Situate in the Counties of Marion and Union and in the State of Ohio, and bounded as follows:

Beginning at a stone north-west corner of Survey No. 10408, Virginia Military lands, and on the Marion and Union County line; thence north, 81<sup>st</sup> E. 85<sup>th</sup> poles and 17 links to a black walnut; thence S. 9<sup>th</sup> E. 10 poles to the Marion County line; thence same course 102 poles to a stone and stone in Union County in the center of the Osborn road; thence S. 81<sup>st</sup> W. 85<sup>th</sup> poles and 17 links to a stone in the center of the Eastman road; thence N. 9<sup>th</sup> West; and with said road 112 poles to the place of beginning, containing Sixty (60) acres, more or less.

Appraised at \$1500.  
Terms of sale Cash.

J. Ed Robinson, Sheriff of Union Co. O.

Affidavit of Publication  
The State of Ohio, Union County, ss:

S. W. VanWinkle makes oath and says, that he is the publisher of the Richmond "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 27<sup>th</sup> day of February, 1897.

S. W. VanWinkle.

Sworn to and subscribed before me, this 30<sup>th</sup> day of March, 1897.

R. G. Cook  
Notary Public.

Printers Fees \$15.00  
Probate .25  
\$15.25

Motion  
7259

On the 24<sup>th</sup> day of February A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:  
S. A. Hoskins  
vs  
Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

Now comes S. A. Hoskins, plaintiff in the above action, and says that since filing the petition in said cause it has come to his knowledge that the defendant Susan A. Parish is a minor over fourteen (14) years of age.

Plaintiff further says that he is informed and believes that the said minor defendant Susan A. Parish has some interest in or lien upon the premises set out and described in plaintiff's 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 3<sup>rd</sup> day of January, 1894, by Anthony Parish to the said Susan A. Parish, said mortgage being recorded in Volume , Page of the Records of Mortgages in Union County, Ohio, and the consideration named in said mortgage being One Thousand Dollars (\$1000.00), due in three (3) years from said 3<sup>rd</sup> day of January, 1894.

The plaintiff avers that said lien is subsequent to and inferior to plaintiff's lien.

Plaintiff further avers that the said Susan A. 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 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 therefore moves the Court to appoint a Guardian ad Litem for said minor defendant O. B. 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, Atty.

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.

Sworn to and subscribed before me by the said S. A. Hoskins, this the 22<sup>nd</sup> day of February, 1897.

*(Signature)*

S. A. Hoskins  
Refugio B. South  
Notary Public

On the 24<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7259

Answer of  
J. E. Griffith  
Guardian. &c.  
7259

Entry 7259

S. A. Hoskins vs Anthony Parish et al

Court of Common Pleas Union County, Ohio.

It appearing to the Court that the defendant Susan A. Parish is a minor over fourteen (14) years of age, and that he has neglected for more than twenty 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 said minor defendant, with leave to file answer on or before March 20th 1897.

And now comes J. E. Griffith and in open court accepts said appointment.

Answer of J. E. Griffith Guardian. cc. 7259

On the 24th day of February A.D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

S. A. Hoskins vs Anthony Parish et al

Court of Common Pleas Union County, Ohio.

Now comes Susan A. Parish, minor defendant herein, by J. E. Griffith, Guardian ad litem, heretofore appointed in this cause, by this Court, and for answer and cross-petition herein says: That on the 3rd day of January, 1894, said defendant, Anthony Parish, executed and delivered to said Susan A. Parish his certain promissory note, dated January 3rd, 1894, for One Thousand (\$1000.00) Dollars, with interest from date at seven per cent, payable annually, payable to the order of said Susan A. Parish and due three years after date.

That in order to secure the payment of said note said Anthony Parish executed and delivered to said Susan A. Parish a mortgage of even date with said note, upon the premises described in the petition herein.

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, page 444 & 445, 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 referred to, then to be void, otherwise to be and remain in full force and virtue in law forever.

No part of the said sum has been paid, and there is now due and owing the said Susan A. Parish thereon the sum of One 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 be paid in full out of the proceeds of said 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 Susan A. Parish.

State of Ohio, Union County, ss.

J. E. Griffith, being duly sworn, says that he is the

guardian ad litem of the defendant Anson A. Parish, and that he believes the allegations in the foregoing pleading are true.

J. E. Griffith, Guardian ad litem.

Sworn to and subscribed before me, this 24<sup>th</sup> day of February, A.D. 1897.

J. W. Tilton  
Notary Public

seal

On the 21<sup>st</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7259  
S. A. Hoskins vs Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

On motion leave is granted for the defendant, Margaret Jane Banning, to file an amended answer and cross-petition in this case within ten days.

Supplemental Cross-Petition  
7259

On the 21<sup>st</sup> day of April A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7259  
S. A. Hoskins vs Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

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 order of this Court; it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Margaret Jane Banning, by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all of the rights of the said lien holders in said premises, so far as they may be paid herein, for the protection of her title, and a writ of possession is awarded to put said purchaser in possession of said premises.

The Court further finds that the defendant, Anson A. 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 failed 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, of the mortgage held by the defendant, Margaret Jane Banning, and the mortgage of the minor defendant, Anson A.

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Guardian  
ad litem.  
24<sup>th</sup> day of

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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 \$1455<sup>00</sup>, it is ordered that the Sheriff out of the money in his hands, pay:

1<sup>st</sup>. To the Treasurer of this County, the taxes, penalty and interest against said property, to-wit: the sum of \$9<sup>57</sup>.

2<sup>nd</sup>. To C. C. Wharton, the amount of his tax title held against said premises, to-wit: the sum of \$123<sup>00</sup>.

3<sup>rd</sup>. The cost of this action, including \$10<sup>00</sup> as a Guardian ad litem fee to J. E. Griffith, taxed in all at \$56<sup>65</sup>.

4<sup>th</sup>. That the Sheriff retain in his hands the residue of said fund to await the further order of the Court.

Supplemental Cross-Petition 7259  
On the 11<sup>th</sup> day of May A.D. 1897, the following Supplemental Cross-Petition was filed with the Clerk of this Court, to-wit:  
S. A. Perkins  
vs  
Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

Now comes Margaret Jane Barringer, one of the defendants herein, and leaves of Court having been first had, files this her Supplemental Cross-petition, and says that since the commencement of this action and since the filing of her original Cross-petition herein, one Maria Parish has or claims to have acquired some lien or interest in the premises described in the petition, and is therefore a necessary party defendant herein for the full and proper determination of this case.

The defendant alleges that whatever lien said Maria Parish may have in said premises, the same is subordinate to the liens already set up in this case, and especially to that of this defendant.

Wherefore this defendant prays that said Maria Parish may be made an additional party defendant herein, and be required to answer, setting up whatever lien she may have, or be forever cut off and barred from asserting the same to the prejudice of this defendant or any other party to this suit, or the purchaser of said premises under the sale of the Sheriff in this case.

J. E. Griffith Atty. for  
Margaret Jane Barringer.

State of Ohio, Union County, ss:

J. E. Griffith, being duly sworn, says that he is the attorney of the defendant, Margaret Jane Barringer, duly authorized in the premises, that said defendant is a non-resident of Union Co. Ohio, and now absent therefrom, and that he believes the allegations in the foregoing pleading are true.

Subscribed and sworn to before me this 11<sup>th</sup> day of May A.D. 1897.

J. A. Gosnell  
Deputy Clerk

Seal

Motion  
7259

On the 11<sup>th</sup> day of May A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

S. A. Hoskins  
vs  
Anthony Parish et al

Court of Common Pleas,  
Marion County, Ohio.

Now comes Margaret Jane Barringer, one of the defendants herein, and purchaser of the premises described in the petition at Sheriff sale herein, by her attorney, and moves that Maria Parish be made an additional party defendant herein, for the reason that she has, or claims to have some lien or interest in said premises -

Margaret Jane Barringer  
per her Atty. J. E. Griffith.

Entry  
7259

On the 11<sup>th</sup> day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

S. A. Hoskins  
vs  
Anthony Parish et al

Court of Common Pleas,  
Marion County, Ohio.

It appearing to the Court that Maria Parish has, or claims to have, some lien upon or interest in the premises described in the petition, she is on motion made an additional party defendant herein.

Summons

On the 11<sup>th</sup> day of May A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Marion County.

To the Sheriff of Marion County:

You are hereby commanded to notify Maria Parish, that she has been sued by S. A. Hoskins in the Court of Common Pleas of Marion County, and must answer by the 12<sup>th</sup> 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 24<sup>th</sup> day of May A.D. 1897.

Witness my hand and the seal of said Court, this 11<sup>th</sup> day of May A.D. 1897.

Afterward on the 24<sup>th</sup> day of May A.D. 1897, the Sheriff of said Marion County, returned said Summons to the Clerk's Office in Marion County, which return is as follows:

The State of Ohio, Marion County, ss.

|                  |    |    |
|------------------|----|----|
| Sheriff's Fees   | \$ | 65 |
| Service & Return |    | 37 |
| Mileage          | 2  | 24 |
| Copy             |    | 18 |
| Total            | \$ | 79 |

Received this writ May 12<sup>th</sup> A.D. 1897, at 8 O'clock A. M. and after diligent search the within named Maria Parish was not found within my bailwick.

J. T. Shan, Sheriff  
By J. W. Sippitt Deputy.

Summons

On the 25<sup>th</sup> day of May A.D. 1897, the following Summons was issued to the Sheriff of Marion County, Ohio, to-wit:

The State of Ohio, Marion County.

To the Sheriff of Marion County:

You are hereby commanded to notify Maria Parish that she

Sheriff's Return.

Answer and Cross-Petition of Maria Parish.

7259

has been sued by S. A. Hoskins in the Court of Common Pleas of Union County, and must answer by the 19th 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 31st day of May A.D. 1897.

Seal

Witness my hand and the seal of said Court, this 25th day of May, A.D. 1897.

J. R. Gosnell Clerk.

Afterward on the 29th day of May A.D. 1897, the Sheriff of said County returned said summons to the Clerk's Office in said County, which return is as follows:

Shiriff's Return.

State of Ohio, Union County.

|                |    |    |
|----------------|----|----|
| Shiriff's Fee  | \$ | do |
| Service Return | 50 |    |
| Mileage        | 3  | 84 |
| Copy           |    | 15 |
| Total          | 4  | 49 |

Received this writ May 25th 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 Maria Parish personally on May 28th, 1897.

J. Ed Robinson Sheriff  
By Allen Harris Deputy.

Answer and Cross-Petition of Maria Parish. 7259

On the 18th day of June A.D. 1897, the following Answer and Cross-Petition was filed with the Clerk of this Court, to-wit:  
S. A. Hoskins  
vs  
Anthony Parish et al

Court of Common Pleas  
Union County, Ohio.

Now comes Maria Parish, one of the defendants in the above action, and for her answer and cross-petition says:

That on the 4th day of December 1896, she obtained a judgment against the defendant Anthony Parish and Margaret M. Parish for the sum of Two Hundred and Fifty Six Dollars with six per cent interest from date judgment before M. M. Mather a Justice of the Peace in Jackson Township, Union County, Ohio.

That on the 9th day of December, 1896, a true transcript was duly filed of the proceedings with the Clerk of the Court of Union County Ohio; the amount of costs made before said Justice being Eleven & 07/100 Dollars, and filing of transcript, fifty cents; and that there is due the defendant Maria Parish, from the defendants, Anthony Parish and Margaret M. Parish the sum of Two Hundred and Fifty Six Dollars with six per cent interest from December 4th 1896, and costs to the amount of Eleven & 07/100 Dollars, which is a good and substantial lien upon the premises described in the plaintiffs petition - and prays the Court out of the proceeds of the sale of the land described in plaintiffs petition be paid to Maria Parish the sum of Two Hundred and Fifty Six Dollars with six per cent interest from December 4th 1896, and her costs taxed to Eleven & 07/100 Dollars.

The said Maria Parish for her second cause of action further says:

That the said Anson A. Parish is a son of the said Anthony Parish, and that at the time the said Anthony Parish executed his will and mortgage to his son Anson A. Parish for One Thousand Dollars,

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defendants herein,  
Sheriff sale herein,  
additional party  
or some lien  
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Shiriff's  
Return.  
Entry was filed  
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7259  
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or as set forth by the Guardian J. E. Griffith ad litem the said Susan A. Parish was only about ten years old, and had no knowledge of the said transaction whatever, and that the said note and mortgage was given wholly without any consideration whatever, and affiant further says that the same was given to defraud her out of her just claim, which debt then existed against the said Anthony Parish and Margaret W. Parish at the time of the execution of said note and mortgage, as set forth in this her answer and Cross-petition.

The affiant further says that the whole sum and claim as set forth in the answer of the said Susan A. Parish his guardian is a fraud.

Wherefore the said Maria Parish prays the Court that said note and the mortgage given to secure said note may be set aside and declared null and void, and that the said claim of Maria Parish as heretofore set forth may be made a prior lien to said note and mortgage - and for other proper relief.

Robinson & Woodburn

Attys. for the defendant  
Maria Parish.

the State of Ohio, Union County, ss.

Maria Parish being first duly sworn says that the facts and allegations in this her foregoing Answer and Cross-petition are true as she believes.

Signed - Maria<sup>her</sup> Parish  
mark

Subscribed before me this 17<sup>th</sup> day of June, 1897,

W. M. Mathew  
J. P.

Assignment  
& Judgment  
7259

On the 9<sup>th</sup> day of September A.D. 1897, the following Assignment was filed with the Clerk of this Court, to-wit:

S. A. Hoskins  
vs  
Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

In consideration of Four Hundred and Forty-Four and Seventy-Four Hundredths Dollars (\$444.74), I hereby assign and transfer to Margaret Jane Baringer all my right, title and interest in the above case and in the personal judgment rendered in my favor therein.

This assignment is made upon the condition that the said Margaret Jane Baringer pay all costs incurred in said suit and relieve the undersigned from all liability of every nature, kind and description, incurred by reason of said action.

S. A. Hoskins.

Entry

7259

On the 9<sup>th</sup> day of September, 1897, the following Entry was filed with the Clerk  
S. A. Hoskins  
vs  
Anthony Parish et al  
Court of Common Pleas  
Union County, Ohio.

This cause coming on to be heard upon the question



of distribution, the answer and cross-petition of Maria Parish, and the evidence,

The Court find that the judgment and decree of the plaintiff herein have been duly assigned to the defendant, Margaret Jane Baringer, and that the lien of the defendant, Maria Parish, is prior and superior to the lien of the defendant, Asa A. Parish.

And the Court coming now to distribute the remainder of the proceeds of said sale, amounting to \$1265<sup>45</sup>, it is ordered that the Sheriff pay:

1<sup>st</sup>. To the Clerk of this Court the costs in this action made since the prior order of distribution herein, to-wit, the sum of \$12<sup>33</sup>.

2<sup>nd</sup>. To the defendant, Margaret Jane Baringer, the remainder of the money in his hands, to-wit, the sum of \$1253<sup>12</sup>.

Approved

J. E. Griffith, Attorney for  
Margaret Jane Baringer.

Attest,

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



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Please continued and held at the Court House in Graysville, 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 6<sup>th</sup> 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 19<sup>th</sup> day of November A. D. 1896, Darius McIntire, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against A. Cameron, Alf Scott and F. J. Arthur, administrators, &c. to-wit:

Petition Darius McIntire  
7236 vs  
A. Cameron  
Alf. Scott and  
F. J. Arthur, Admin.  
of the Estate of  
S. Johnson, decd.

Court of Common Pleas  
Union County, Ohio.

First: The plaintiff alleges that on the first day of September 1896, the defendant A. Cameron, Alf Scott and A. Johnson made and signed their certain promissory note in writing and delivered the same to the plaintiff herein, the following of which is a copy.

\$300-

September 1<sup>st</sup> 1896:

One year after date we promise to pay to the order of Darius McIntire, Three Hundred Dollars, Value received, at eight per cent interest.

Signed, A. Cameron  
Alf Scott  
S. Johnson.

That after the making of said promissory note, and before the commencement of this action to-wit, on the day of the said A. Johnson died, and the said defendant F. J. Arthur was on the 16<sup>th</sup> day of November duly appointed and qualified Administrator of his estate.

There is one indorsement as follows:  
Sept. 12<sup>th</sup> 1896, Credit on within note \$25<sup>00</sup>.

No part of said note except said sum of \$25<sup>00</sup> has been paid, and there is due thereon from the defendants to the plaintiff the sum of Three Hundred Dollars, with interest from September 1<sup>st</sup> 1896.

The plaintiff therefore prays judgment against said defendants for the above amount of Three Hundred Dollars and interest as aforesaid and costs of suit.

F. A. Thompson.

State of Ohio, Union County, ss:

F. A. Thompson makes oath that he is the attorney of the above named plaintiff, Darius McIntire, that the above pleadings is founded upon a written instrument for the payment of money, and said instrument is in the possession of the affiant only.

Sworn to and subscribed before me this 19<sup>th</sup> day of November, 1896.

F. A. Thompson

W. M. Stringer  
Notary Public



Receipt

Summons

Sheriff's Return

Notice 7236

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To Clerk =  
Issue Summons to the above named defendants, according to law.

F. A. Thompson  
Attorney for Plaintiff.

Summons.

On the 19<sup>th</sup> day of November A.D. 1896, the following Summons was issued to the Sheriff of Union County, by the Clerk of this Court, to-wit:

The State of Ohio, Union County.  
To the Sheriff of said County:

You are hereby commanded to notify A. Cameron, Alf Scott and F. J. Arthur, Administrator of the estate of S. Johnson, deceased, that they have been sued by Darius McEntire in the Court of Common Pleas of Union County, and must answer by the 19<sup>th</sup> day of December 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 30<sup>th</sup> day of November A.D. 1896.

Witness my hand and the seal of said Court, this 19<sup>th</sup> day of November A.D. 1896.

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

Sheriff's Return.

Afterward on the 30<sup>th</sup> day of November A.D. 1896, the Sheriff of said County returned said writ to the Clerk's office in said County, which return, is as follows:

The State of Ohio, Union County,

|                |    |    |
|----------------|----|----|
| Sheriff's Fee  | \$ | 45 |
| Service Return |    | 50 |
| Mileage        | 2  | 08 |
| Copy           |    | 45 |
| Total          | 3  | 03 |

Received this writ November 23<sup>rd</sup> A.D. 1896, at 9 O'clock A.M. and served same by handing a true copy of this writ with the endorsements thereon to F. J. Arthur and Alf Scott personally and to A. Cameron by leaving a copy at his usual place of residence on the 24<sup>th</sup> day of November, 1896.

Wm. S. Swedgrass Sheriff.

Motion

7236

On the 19<sup>th</sup> day of April A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Darius McEntire  
vs  
A. Cameron  
Alf Scott and  
F. J. Arthur, named  
as Administrator of  
the estate of S. Johnson

Court of Common Pleas  
Union County, Ohio.

The defendant F. J. Arthur named as the Administrator of S. Johnson in above entitled case, now comes and moves the Court that he be dismissed from above case, for the reason, that this defendant is not the Administrator of the estate of S. Johnson, and as such has no connection with this case.

F. J. Arthur Atty.  
in Person

On the 28<sup>th</sup> day of September A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7236

Darius McEntire  
vs  
A. Cameron  
Alf Scott and  
F.T. Arthur, as Adm. of  
the estate of Samuel Johnson,  
Deceased.

Court of Common Pleas  
Union County, N.C.

This day came on this cause to be heard upon the motion filed herein by the Administrator of Samuel Johnson, dec'd. which motion was overruled; and the cause coming on further to be heard; the Court finds that the defendant A. Cameron is principal upon the note sued on and that Alf Scott and the estate of said Samuel Johnson deceased was signed by said defendant, during his lifetime and said Alf Scott as securities only.

The Court further find that there is due the plaintiff from the defendant A. Cameron, as principal and the said Alf Scott and the said estate of said Samuel Johnson deceased, as securities the sum of \$318<sup>25</sup>.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant A. Cameron as principal and said Scott and said estate of said Johnson deceased, the said sum of \$318<sup>25</sup> and costs.

F.A. Thompson, Attorney for  
Plaintiff

Attest  
J.N. Gosnell Clerk  
By Jm A. Gosnell Deputy.



Petition  
7399

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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.  
10-mit: on the 6<sup>th</sup> 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 17<sup>th</sup> day of  
July A.D. 1897, Irene M. Green filed in the Clerk's office of the said Court  
of Common Pleas the following Petition against Charles J. Green to-wit:  
Irene M. Green, Plaintiff  
vs  
Charles J. Green, Defendant  
Court of Common Pleas,  
Union County, Ohio.

Petition  
7399

The plaintiff says, that she has been a resident of the  
State of Ohio for the year last past, and is at present a bona fide  
resident of said County of Union.

That on or about the 29<sup>th</sup> day of January, 1895, at Marysville,  
in the County of Union, and State of Ohio, she was married to the defend-  
ant, and she has ever since conducted herself toward the said Charles  
J. Green as a faithful and obedient wife.

That two children are the issue of said marriage, to-wit:  
Aurora Beatrice, aged twenty-one months, and Charlotte J. Green, aged  
Nine (9) months.

The plaintiff further represents that the defendant regardless of  
his duties as a husband has wholly failed to provide the plaintiff,  
or either of said children, with any single article of clothing at any  
time since their said marriage, and has never furnished any medicines,  
that were at times greatly needed by the plaintiff.

That the defendant wholly refused to provide sufficient food  
for the plaintiff at any time since their said marriage, and especially  
while the plaintiff was nursing her said children, so that she often suffered  
from the pangs of hunger, so that she was made sick by reason thereof.

That on or about the 23<sup>rd</sup> day of January, 1897, the defendant  
refused to furnish the plaintiff with a home, so that she was compelled,  
while sick, to seek refuge for herself and children in the County Infirmary  
of said County of Union, when her younger child was but three  
months old, when she remained for three months, at the public expense,  
and until given a home by a friend, since which last named date  
the defendant has furnished nothing whatever for the plaintiff, or said  
children, in the way of a home, food, clothing or medicine.

The plaintiff further says, that said defendant, regardless of his  
marital duties toward the plaintiff, was on or about the 18<sup>th</sup> day of October  
1896, guilty of extreme cruelty toward her, without any just cause or pro-  
vocation on her part, in this to-wit: he told the plaintiff while yet in  
bed sick from the effects of child birth, to go to hell, and that he wished  
the plaintiff would die, and that he wished also that the child would die:  
that the defendant was habitually profane toward plaintiff, and subject to  
frequent fits of anger toward plaintiff, without any cause or justifica-  
tion therefor, during which he broke up hand painted dishes, and all but  
three cups and saucers of a complete set belonging to plaintiff.

The plaintiff therefore prays that she may be divorced from the

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Attorney for  
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said Charles J. Greene, and that the custody of the said children may be deemed to her, and that she may have such further and other relief as equity may require

Porter & Porter  
Attys for Off.

Irene M. Greene being sworn, makes oath that the facts stated in the foregoing petition are true.

Irene M. Greene.

Sworn to by Irene M. Greene before me, and signed by him in my presence this 17<sup>th</sup> day of July, 1897.

J. A. Gosnell, Deputy Clerk.

To the Clerk:

Receipt

I have a summons directed to the Sheriff of said County of Union, against the defendant in the above entitled case, returnable according to law, which together with a copy of the petition shall be served upon the defendant, Endorsed "Action for Divorce and custody of children"

Porter & Porter, Attys  
for Plaintiff.

On the 17<sup>th</sup> day of July A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

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

You are commanded to notify Charles J. Greene that Irene M. Greene 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 cruelty and failure to provide, 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 months from and after the service of this writ.

You will make due return of this summons on the 26<sup>th</sup> day of July 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 17<sup>th</sup> day of July, A. D. 1897.

J. A. Gosnell Clerk

By J. A. Gosnell Deputy

Received 2 O'clock P. M. on the 19<sup>th</sup> day of July A. D. 1897, and on the 19<sup>th</sup> day of July A. D. 1897, I served the same by delivering a true and certified copy thereof together with a certified copy of the petition thereof to Charles J. Greene personally.

J. Ed Robinson Sheriff.

|                |        |
|----------------|--------|
| Sherriff's Fee | 25     |
| Service        | 40     |
| Copy           | 15     |
| Mileage        | 32     |
| Return         | 25     |
| Total          | \$1 37 |

Sherriff's Return.

On the 15<sup>th</sup> day of September A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7599

Irene M. Greene  
vs  
Charles J. Greene

Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff herein, and the defendant being in

default for answer and demurrer, the Court find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and extreme cruelty and for that reason the plaintiff is entitled to a divorce as prayed for.

It is further ordered and adjudged by the Court that the marriage contract heretofore existing between the said Irene M. Green and the said Charles J. Green be, and the same is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said Irene M. Green exclusively, and the said Charles J. Green is hereby enjoined from interfering in any manner with either of said children, or with said Irene in custody of them, and from visiting said children until further order of the Court.

It is further considered by the Court that the said plaintiff recover from the said Charles J. Green her costs herein expended, and execution is awarded.

Porter & Porter  
Attys for Plff.

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



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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 6<sup>th</sup> day of September in the year of our Lord one thousand  
Eight Hundred and Ninety Seven.

Petition  
7410

Be it remembered that heretofore to-wit, on the 31<sup>st</sup> day  
of July, A.D. 1897, Mariak E. Cassidy filed in the Clerk's office of  
the Court of Common Pleas, the following Petition against John Cassidy to-wit:  
Court of Common Pleas  
Union County, Ohio.

John Cassidy  
First: Plaintiff alleges that on the 6<sup>th</sup> day of May, 1877,  
at York Township, Union County, Ohio, she was married to the defendant,  
and has since resided therein, and has ever since said marriage  
conducted herself toward the defendant as a faithful, chaste and  
obedient wife, and that she has been a resident of Union County for  
more than one year last past.

Second: The defendant, disregarding his duties as a husband,  
has for nearly two years failed to provide anything for the support of  
her and her children.

Third: The plaintiff further represents that said defendant wholly  
regardless of his obligations as a husband, soon after said marriage com-  
menced the use of intoxicating liquors, and has for more than two years  
last past been an habitual drunkard.

Fourth: That she is obliged to work for other people for her  
support, and that her children are, a part of them in the Childrens Home  
in this County, and that defendant is perfectly able to support her  
and their children.

The plaintiff therefore prays that she may be divorced from  
said defendant, and that she may have such other relief as equity  
may require.

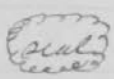
F. A. Thompson  
Attorney for Plaintiff.

State of Ohio, Union County, ss:

The undersigned, Mariak E. Cassidy makes oath  
and says, that the allegations as set forth in the foregoing petition  
are true as she verily believes.

Maria E. Cassidy.

Sworn to and subscribed before me this 29<sup>th</sup> day of  
July A.D. 1897.



Robt. McCarty, in and  
for Notary Public in and  
for Union County, Ohio.

To Clerk:

Issue summons directed to the Sheriff of Union County  
Ohio, returnable according to law.

F. A. Thompson  
Attorney for Plaintiff.

Receipt

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On the 31<sup>st</sup> day of July A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

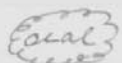
Summons. To the Sheriff of said County:

You are commanded to notify John Cassidy, that Maria E. Cassidy 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 drunkenness, 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 9<sup>th</sup> 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 31<sup>st</sup> day of July A.D. 1897.



J. N. Gosnell Clerk

By J. A. Gosnell Deputy

Afterward on the 5<sup>th</sup> day of August A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

| Sherriff's Fees | \$ | cts |
|-----------------|----|-----|
| Service         |    | 40  |
| Copy            |    | 15  |
| Mileage         | 5  | 12  |
| Return          |    | 25  |
| Total           | 5  | 92  |

Received 11 O'clock A.M. on the 31<sup>st</sup> day of July A.D. 1897, and on the 4<sup>th</sup> day of August A.D. 1897, I served the same by delivering personally to John Cassidy a true copy thereof, together with a certified copy of the petition thereof.

J. Ed Robinson Sheriff  
By J. M. Flickinger Deputy

On the 15<sup>th</sup> day of September A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7410

Maria E. Cassidy  
vs  
John Cassidy  
Court of Common Pleas  
Union County, Ohio.

This cause came on to be heard upon the petition and the evidence, and was submitted to the Court; on consideration whereof the Court find that due notice of the filing and pendency of this petition was given to the defendant according to law, but he has failed to answer or demur to said petition; and that said parties were married as set forth in the petition; that the plaintiff has been a bona fide resident of Union County, Ohio, for one year before the filing of the petition herein, and that the defendant was guilty of gross neglect of duty toward plaintiff, and was an habitual drunkard. It is therefore considered by the Court that the marriage relation heretofore existing between said parties be and the same hereby is set aside and wholly annulled, and the parties released from the obligations of the same, and that the plaintiff pay the costs, taxed at \$10<sup>00</sup>.

F. A. Thompson, Atty. for Plff.

Attest, J. N. Gosnell Clerk  
By J. A. Gosnell Deputy.

Pleas continued and held at the Court in Mansfield, 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, 1897; on the 6th 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 May A. D. 1897, Adam Beecher filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Mary Beecher, to-wit:

Petition  
7873

Adam Beecher

vs

Mary Beecher

Court of Common Pleas

Union County, Ohio.

First: The plaintiff alleges that for more than one year he has been a resident of Union County, this State.

Second: That on the 23rd day of December, 1877, in Franklin County, Ohio, he was married to the defendant, and has been ever since conducting himself toward said defendant as a faithful and obedient husband.

Third: The defendant, disregarding her duties as a wife, on the 10th day of December, 1890, willfully deserted the plaintiff, and ever since that date has been guilty of willful absence from him without any reason or just cause whatever, and the said defendant has never been seen or heard from by plaintiff since the 10th day of December, 1890, as aforesaid.

The plaintiff therefore prays that he may be divorced from said defendant, and that he may have such other relief as equity may require.

Adam Beecher

F. A. Thompson

Atty. for Plaintiff.

Affidavit  
for  
Publication

7873

On the 24th day of May A. D. 1897, the following Affidavit for Publication was filed with the Clerk of this Court, to-wit:

Adam Beecher

vs

Mary Beecher

Court of Common Pleas

Union County, Ohio.

Before me, a Notary Public, in and for Union County, Ohio, came Adam Beecher, the plaintiff herein, and says, that the residence, and whereabouts of the defendant, Mary Beecher, is unknown to plaintiff, and has been for seven years last past, and that personal service can not be had on said defendant, and that the case is one of those mentioned in section 5048, Revised Statutes of Ohio.

Adam Beecher.

State of Ohio }  
Union County } ss.

Sworn to and subscribed before me, in my presence this 22nd day of May, 1897.

*(Signature)*

R. L. Merchant

Notary Public

Union County, Ohio.

Proof of Publication was

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Entry  
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Proof of Publication.

On the 20<sup>th</sup> day of July A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:  
Divorce Notice.

Mary Beecher, whose place of residence is unknown, is hereby notified that her husband Adam Beecher, did on the 24<sup>th</sup> day of May A.D. 1897, file his petition, case No. 7373, in the office of the Clerk of the Court of Common Pleas of Union County, Ohio, charging the said Mary Beecher with willful absence from plaintiff for more than three years last past, and asking that he may be divorced from the said Mary Beecher.

Said petition will stand for hearing after the expiration of six weeks from the first publication of this notice.

F. A. Thompson  
Attorney for Plaintiff

May 27, 1897.

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 May 27<sup>th</sup> 1897.

A. J. Hare.

Subscribed before me this 20<sup>th</sup> day of July, 1897

Geo. A. Gosnell Deputy Clerk

Seal

On the 15<sup>th</sup> day of September A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry  
7373

Adam Beecher  
vs  
Mary Beecher  
Court of Common Pleas  
Union County, Ohio.

This cause came on to be heard upon the petition and the evidence, and was submitted to the Court, on consideration whereof the Court finds that due notice of the filing and pendency of this petition was given to the defendant according to law, but she has failed to answer or demur to said petition; and that said parties were married as set forth in the petition; that the plaintiff has been a bona fide resident of Union County, in this State, more than one year before the filing of the petition herein, and that the defendant has willfully abandoned the plaintiff without cause for the term of seven years prior to filing the petition.

It is therefore considered by the Court that the marriage relation heretofore existing between said parties be, and the same hereby is, set aside and wholly annulled, and the parties released from the obligations of the same, and that the plaintiff pay the costs of this action, taxed at \$8<sup>35</sup>.

F. A. Thompson  
Atty. for Plaintiff.

Attest,

J. N. Gosnell Clerk,  
By Geo. A. Gosnell Deputy.

Pleas continued and held at the Court House in  
Maysville, within and for the County of Wayne, 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 6<sup>th</sup> 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 12<sup>th</sup> day of  
June A.D. 1897, Effie Dunn filed in the Clerk's office of the said Court  
of Common Pleas, the following Petition against John B. Dunn, to-wit:

Petition Effie Dunn  
7382 vs  
John B. Dunn

Court of Common Pleas  
Wayne County, Ohio.

Plaintiff says that she has been a resident of the State  
of Ohio, for more than a year last past, and that this cause of action  
arose in Wayne County, Ohio.

That on the 15<sup>th</sup> day of September, 1883, she was lawfully  
married to the defendant, whom she prays may be made a party  
hereto.

That on or about September, 1893, the defendant abandoned  
the plaintiff without any just cause whatever on the part of the plain-  
tiff and has been willfully absent from her during all of this time,  
and has been guilty of gross neglect ever since.

She therefore prays that she may be granted a complete  
divorce from said defendant, and that she be restored to her maiden  
name of Effie Holyeross, and for all proper relief.

Effie Dunn  
By J. M. Kennedy  
her Attorney.

To the Clerk:

Receipt

Issue Summons and copy of petition to Sheriff of  
Clark Co. for John B. Dunn, Residence, No. 5 Cedar Street, Springfield,  
Ohio, Indorse Divorce prayed for, willfull absence for more than three years;  
J. M. Kennedy  
Atty. for Plaintiff.

Summons.

On the 14<sup>th</sup> day of June A.D. 1897, the following Summons was  
issued by the Clerk of this Court, to-wit:  
The State of Ohio, Wayne County, ss:  
To the Sheriff of Clark County:

You are commanded to notify John B. Dunn that Effie  
Dunn has filed in the office of the Clerk of the Court of Common  
Pleas of Wayne 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  
willfull absence for more than three years, and asking that she be divorced  
from him, and that she be restored to her maiden name of Effie  
Holyeross, 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

Sheriff's  
Return

Entry  
7382

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Pleas, and the seal of said Court, at Marysville, this 14<sup>th</sup> day of June A.D. 1897.

Afterward on the 19<sup>th</sup> day of June A.D. 1897, the Sheriff of Clark County, Ohio, returned said Summons to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

|                |        |
|----------------|--------|
| Sheriff's Fees | 65     |
| Service        | 50     |
| Copy           | 25     |
| Mileage        | 32     |
| Docket         | 25     |
| Return         | 25     |
| Total          | \$1 57 |

Received 7.<sup>30</sup> O'clock A.M. on the 15<sup>th</sup> day of June A.D. 1897, and on the 19<sup>th</sup> day of June A.D. 1897, I served the same by handing to the within named defendant, John B. Dunn, a true copy thereof, with all the endorsements thereon, together with a certified copy of the petition in this case.

Thomas Sprockness  
Sheriff Clark County, Ohio.

Entry 7382

On the 5<sup>th</sup> day of October A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Effie Dunn  
vs  
John B. Dunn  
Court of Common Pleas,  
Union County, Ohio.

And now comes the said plaintiff, by J. M. Kennedy 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 this 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 willful absence and gross neglect of duty for more than three years, 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 Effie Dunn and John B. Dunn be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and the plaintiff is hereby restored to her maiden name of Effie Holycross.

It is further considered by the Court that the said Effie Dunn recover from said John B. Dunn her costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Attest  
J. M. Gorsnell, Clerk  
By J. A. Gorsnell Deputy.



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 September, to-wit: on the 6<sup>th</sup> 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 18<sup>th</sup> day of November, A.D. 1896, Catherine H. Pickens filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Theodore Reynier et al, to-wit:

Petition  
7233

Catherine H. Pickens,  
vs  
Theodore Reynier Ed  
Sarah E. Reynier

Court of Common Pleas  
Union County, Ohio.

First Cause of Action: The defendant, Theodore Reynier, is indebted to plaintiff in the sum of Thirteen Hundred Dollars, with interest from the first day of September, 1896, on a promissory note, of which the following is a copy, with the only indorsements:

"Richmond, Indiana, August 3<sup>rd</sup>, 1895.

"Five years after date, I promise to pay to the order of Joseph J. Dickinson, Thirteen Hundred Dollars, at the Second National Bank, Richmond, Indiana. 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, and five per cent attorneys fee.

"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 annual interest on the 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. C. Raymond, Union County, Ohio.

(Signed) Theodore Reynier.

The following is the only indorsement:

"Pay to the order of Catherine H. Pickens without recourse on me."

(Signed) Joseph J. Dickinson.

There are no credits on said note.

Two of the coupon notes attached to said principal note, and referred to in the same, are part due and unpaid, and plaintiff, agreeable to the provisions of said note, exercises her option by considering and declaring said principal note now due and payable.

Second Cause of Action.

Said Theodore Reynor is indebted to plaintiff in the further sum of Sixty-five Dollars, which plaintiff claims by virtue of the contract for the payment of five per cent attorneys fee upon said principal sum of \$1300<sup>00</sup>, contracted to be paid in said principal note set out under the first cause of action herein, which principal note is made a part of this cause of action.

Said contract for the payment of attorneys fee was executed and stipulated for performance in the State of Indiana, and the Supreme Court of said State, in the case of Tuley v. McClung, and reported in 67 Ind. 10- held that: "An unconditional stipulation in a note to pay attorneys fee is valid," and such is still the law in said state.

Third Cause of Action.

Defendant, Theodore Reynor is indebted to plaintiff in the further sum of \$45<sup>00</sup>, which plaintiff claims with interest at eight per cent (payable semi-annually) from March 1<sup>st</sup> 1896, on an interest 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.

"\$45<sup>00</sup>"

Richmond Ind. Aug. 3<sup>rd</sup> 1895.

"March 1<sup>st</sup> 1896 after date, I promise to pay to the order of Joseph J. Dickinson, Forty-five 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 first semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note."

(Signed) Theodore Reynor.

The following is the only indorsement thereon:

"Pay to the order of Catherine K. Dickins without recourse on us."

(Signed) Joseph J. Dickinson.

There are no credits on said Coupon note.

Fourth Cause of Action.

Said defendant, Theodore Reynor, is indebted to plaintiff in the further sum of \$39<sup>00</sup>, which plaintiff claims, with interest at eight per cent, (payable semi-annually) from September 1<sup>st</sup> 1896, on a second interest Coupon note, also attached to the principal note set out under the first cause of action herein, a copy of which Coupon note is as follows:

"\$39<sup>00</sup>"

Richmond, Ind. Aug. 3<sup>rd</sup> 1895.

"Sept. 1<sup>st</sup> 1896. after date, I promise to pay to the order of Joseph J. Dickinson, Thirty Nine 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 second semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note."

(Signed) Theodore Reynor.

The following is the only indorsement on said Coupon note:

Pay to the order of Catherine K. Dickins without recourse

on me.

Signed) Joseph J. Dickinson.

There are no credits on said Coupon 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, together with 8 other interest coupon notes not yet due, together with interest and said attorney fees, the defendants Theodore Reyner and Sarah E. Reyner, his wife, duly executed and delivered to said Joseph J. Dickinson their mortgage deed, conveying the following premises:

Situated in Union County, Ohio, in Liberty Township and part of Va. Military Survey No. 4815.

Beginning at a stone in the center of the Cook Gravel Road and in the east line of said Survey No. 4815 and Southeast corner of lands owned by Philander and Nelson Johnson: thence S. 7° N. 123 poles, with the center of said Gravel Road, to a stake, originally two bushes and stumps, on the north bank of Mill Creek; thence with the meanderings of said Creek in a westerly course, to a stake in the center of said Mill Creek and in James Herd's East line: thence N. 10° N. 1 pole to a stake, northeast corner to said James Herd's land and in the South line of lands sold by John Reyner to Philander and Nelson Johnson: thence in an easterly course to a stake, southeast corner to said Philander and Nelson Johnson's land: thence N. 7° E. 136.50 poles, with said Johnson's East land line to a stone: thence S. 82° 30' E. 111.25 poles to the place of beginning, containing 107.27 acres of land more or less.

Said mortgage was upon the condition, that if the said defendants, or either of them, should pay, or cause to be paid, to said Joseph J. Dickinson, or his order, the principal note set out under the first cause of action herein, and the several interest coupon notes thereto attached, as they severally become due, then to be void.

On the 3rd day of August, 1895, at 2<sup>o</sup> O'clock P. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was, duly recorded in Book 38, pages 233 et seq of his records.

Said Mortgage has been duly assigned to plaintiff.

Plaintiff therefore asks judgment against the defendant, Theodore Reyner, in the sum of \$1404.00, with interest at 6% on \$1300.00 thereof, and at 8%, payable semi-annually upon \$39.00 thereof from September 1<sup>st</sup>, 1896, and for the additional sum of \$45.00, with interest at 8% payable semi-annually from March 1<sup>st</sup>, 1896, 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 the plaintiff is a non-resident of Union County, Ohio, and that he believes the allegations in the foregoing petition are true.

J. E. Griffith.

Waver 7233

Entry 7233

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Known to and subscribed before me this 18<sup>th</sup> day of November, A. D. 1896.

Seal

J. N. Gosnell Clerk

Warrant  
7233

On the 25<sup>th</sup> day of November, A. D. 1896, the following Warrant was filed with the Clerk of this Court, to-wit:  
Catherine E. Pickins  
vs  
Theodore Reynor et al  
Court of Common Pleas, Union County, Ohio.

We hereby waive the issuing of summons in the above entitled case, and voluntarily enter our appearance herein, this 21<sup>st</sup> day of November, 1896.

Theodore Reynor  
Sarah E. Reynor

Entry  
7233

On the 5<sup>th</sup> day of January A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:  
Catherine K. Pickins  
vs  
Theodore Reynor et al  
Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants have both duly waived the issuing and service of summons and voluntarily entered their appearance in this case and that they are both in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant, Theodore Reynor, on the promissory note and interest coupon notes set forth in the petition, including the attorney's fees asked for, with interest on said notes to the first day of this term, viz: Jan. 4, 1897, the sum of Fourteen Hundred Seventy-Nine & 7/10 Dollars.

The Court further find that in order to rescue the payment of said notes, the defendants, Theodore Reynor and Sarah E. Reynor, his wife, executed and delivered to said Joseph J. Dickerson (who assigned same to plaintiff) their certain mortgage as in the petition described, and on the premises therein described; and that said mortgage was duly recorded in Book 38, page 238 et seq. of the records of mortgages of said Union County, Ohio, and is a good and valid first lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant, Theodore Reynor, the said sum of \$1479<sup>7/10</sup> and his costs herein expended.

And 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 plaintiff herein the sum or fund due as aforesaid, with interest at 8% on \$1479<sup>7/10</sup> thereof, and at 6% on the balance from said 4<sup>th</sup> day of January, 1897, the defendants' equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue

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said judgment.  
first, Attorney  
- Plaintiff.  
the attorney  
non-resident of  
the foregoing  
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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.

On the 25<sup>th</sup> day of January A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt  
7233

Catherine K. Pickens  
vs  
Theodore Reynor et al

Court of Common Pleas,  
Union County, Ohio.

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.

On the 25<sup>th</sup> day of January A. D. 1897, the following Order of Sale was issued by the Clerk of this Court, to-wit:

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 Mansfield, in said County of Union, on the 5<sup>th</sup> day of January, 1897, Catherine K. Pickens obtained a judgment and decree against Theodore Reynor et al. for the sum of One thousand Four hundred and Seventy Nine & 22/100 Dollars, and Nine and 80/100 Dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Theodore Reynor et al within five days from the 5<sup>th</sup> day of January, A. D. 1897, pay unto the said Catherine K. Pickens the said sum of \$1417<sup>22</sup> with 8% and 6 cts on the balance, with interest from the 4<sup>th</sup> 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 \$1417<sup>22</sup> 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, Leebing Township, and part of Va. Military Survey No. 4815: - Beginning at a stone in the center of the Cook Gravel Road and in the east line of said Survey No. 4815, and southeast corner of lands owned by Philander and Nelson Johnson; thence S. 7<sup>th</sup> W. 123 poles with the center of said Gravel Road to a stake, originally two beeches and thorn on the north bank of Mill Creek; thence with the meanders of said creek in a westerly course to a stake in the center of said Mill Creek, and in James Herd's east line; thence N. 10<sup>th</sup> W. 1 pole to a stake northeast corner to said James Herd's land and in the south line of lands sold by John Reynor to Philander and Nelson

Sheriff's  
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Johnson; thence in an easterly course to a stake southeast corner to said Philander and Nelson Johnson's land; thence N. 72° E. 136.57.00 poles with said Johnson's east land line to a stone; thence S. 82° 30' E. 111.27.00 poles to the place of beginning, containing 107 acres of land more or less.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 25<sup>th</sup> day of January A. D. 1897.

J. N. Grinnell Clerk

Afterward on the 27<sup>th</sup> day of February A. D. 1897, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

The State of Ohio, In obedience to the command of the Order of  
Lynn County, ss: } Sale hereto annexed, I did, on the 25<sup>th</sup> day of January, 1897, summon James Ford, J. B. Skidmore and N. H. Dillon, 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 25<sup>th</sup> 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 Five thousand eight hundred and ninety three & 7/100 Dollars.

|                   |    |       |
|-------------------|----|-------|
| Sheriff's Fee     | \$ | 45    |
| Service           |    | 25    |
| Levy              |    | 25    |
| Sum. Appraisers   | 1  | 20    |
| Swear             |    | 25    |
| Writing Appraisal |    | 25    |
| Copy of "         |    | 25    |
| Notice to Printer |    | 25    |
| Writing Notice    |    | 25    |
| Mileage           | 2  | 40    |
| Return            |    | 25    |
| Total             |    | 5 60  |
| Appraisers' Fees  |    | 3 00  |
| Printer's Fee     |    | 16 50 |

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 27<sup>th</sup> 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 27<sup>th</sup> 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 in pursuance to said notice, I did, on said 27<sup>th</sup> day of February A. D. 1897, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and having no bidders, this writ returned for want of bidders.

J. Ed Robinson, Sheriff.

On the 12<sup>th</sup> day of March A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

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Plaintiff.  
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Sheriff's Sale.  
7233

Catherine Pickins

On order of sale.

vs  
Theodore Reynor et al

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 Mansfield, Ohio, on Saturday, February 27, 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 Liberty, County of Union and State of Ohio, and bounded and described as follows: Liberty Township and part of Virginia Military Survey No. 4815:

Beginning at a stone in the center of the Cook gravel road and in the east line of said survey No. 4815 and southeast corner of lands owned by Philander and Nelson Johnson; thence S. 7° W. 123 poles with the center of said gravel road to a stake originally two beeches and a thorn on the N. bank of Mill Creek; thence with the meandering of said creek in a westerly course to a stake in the center of said Mill Creek and in James Herd's east line; thence N. 10° W. 1 pole to a stake northeast corner to said James Herd's land and in the south line of said land sold by John Reynor to Philander and Nelson Johnson; thence in an easterly course to a stake southeast corner to said Philander and Nelson Johnson's land; thence N. 7° E. 136<sup>5</sup>/<sub>100</sub> poles with said Johnson's east land line to a stone; thence S. 82° E. 111<sup>2</sup>/<sub>100</sub> poles to the place of beginning, containing 107<sup>2</sup>/<sub>100</sub> acres, more or less.

Appraised at \$55 per acre.

Terms of sale cash.

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 Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with January 27, 1897.

Sworn to and subscribed before me, this 12<sup>th</sup> day of March, 1897.

Seal

J. N. Yarnell Clerk

Printers Fees \$16<sup>50</sup>.

On the 20<sup>th</sup> day of April A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry  
7233

Catherine K. Pickins

Court of Common Pleas

Union County, Ohio.

vs  
Theodore Reynor et al

On motion, Amy S. Bell, H. E. Bell and Allen B. Strubbers are made additional parties defendant herein, and it being suggested to the Court that the defendant, Theodore Reynor, has been adjudged an insane by the Probate Court of this County, and Wm. Cook appointed his guardian, since the commencement of

Receipt  
7233

Summons.

Sheriff's Return

Alias Order of Sale.

this action, said Wriak Cook, as such guardian is substituted for said Theodore Reynor as a defendant herein.

On the 20th day of April A.D. 1897, the following Recipe was filed with the Clerk of this Court, to-wit:

Recipe  
7233

Catherine H. Pickens

Court of Common Pleas

Union County Ohio

Theodore Reynor et al

Clerk = Issue summonses in this case to the Sheriff of Union Co. Ohio, for Wriak Cook, Guardian of Theodore Reynor, returnable according to law, indorse = Adm for personal judgment and foreclosure, amount claimed \$1488<sup>00</sup>, with interest at 6% on \$1300<sup>00</sup> thence from March 1, 1897, @ 8% on \$39<sup>00</sup> from said date, at same rate on \$45<sup>00</sup> thence from Mar. 1, 1896 and upon \$39<sup>00</sup> thence from Sept 1<sup>st</sup> 1896.

J. E. Griffith  
Attorney for Plaintiff.

On the 20th day of April A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons.

The State of Ohio, Union County.

To the Sheriff of said County:

You are hereby commanded to notify Wriak Cook, Guardian of Theodore Reynor, that he has been sued by Catherine H. Pickens 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 3rd day of May, A.D. 1897.

Witness my hand and the seal of said Court, this 20th day of April A.D. 1897.

J. N. Gornell Clerk

By J. N. Gornell Deputy

Afterward on the 22nd day of April A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sheriff's Return

The State of Ohio, Union County, ss.

|                |    |      |
|----------------|----|------|
| Sheriff's Fee  | \$ | 00   |
| Service Return |    | 50   |
| Mileage        |    | 2 04 |
| Copy           |    | 15   |
| Total          |    | 2 69 |

Received this writ April 20th A.D. 1897, at 4 O'clock P. M. and served same by delivering a true and certified copy of this writ with all the within endorsements thereon by leaving a copy at the usual place of residence of Wriak Cook, Guardian of Theodore Reynor.

J. Ed Robinson, Sheriff.

On the 6th day of April A. D. 1897, the following Alias Order of Sale was issued by the Clerk of this Court, to-wit:

Alias Order of Sale.

The State of Ohio, Union County, ss.

To the Sheriff of said County - Greeting:

Whereas, at a term of Court of Common Pleas, holden at the Court House within and for said County, upon the 5th day of January, 1897,

Catherine K. Pickins obtained a judgment or decree against Theodore Reynor et al for the sum of One Thousand Four Hundred and Seventy Nine and 29/100 Dollars, and Nine and 5/100 Dollars, costs of suit;

And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Theodore Reynor within five days from the 5<sup>th</sup> day of January A.D. 1897, pay unto the said Catherine K. Pickins the sum of \$1414<sup>25</sup> at 8 per cent and 6 per cent on the balance from the 4<sup>th</sup> 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, etc.

And whereas, after the five days aforesaid have fully expired, and the said sum of \$1419<sup>25</sup> and costs aforesaid, have 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 issue out of this Court, on the 25<sup>th</sup> day of January A.D. 1897, under which the following lands and tenements were appraised, advertised and offered for sale, to-wit:

Situate in Liberty Township, Union County, Ohio, and part of Virginia Military Survey No. 4815: Beginning at a stone in the center of the Clark Gravel Road, and in the east line of said Survey No. 4815; and southeast corner of lands owned by Philander and Nelson Johnson; thence S. 72° W. 123 poles with the center of said gravel road to a stake, originally two bushes and thorn on the north bank of Mill Creek; thence with the meanderings of said creek in a westerly course to a stake in the center of said Mill Creek and in James Herd's east line; thence N. 10° W. 1 pole to a stake northeast corner to said James Herd's land and in the south line of lands sold by John Reynor to Philander and Nelson Johnson; thence in an easterly course to a stake, southeast corner to said Philander and Nelson Johnson's land; thence N. 72° E. 136<sup>50</sup>/<sub>100</sub> poles with said Johnsons east land line to a stone; thence S. 82° 30' E. 111<sup>25</sup>/<sub>100</sub> poles to the place of beginning, containing 107<sup>25</sup>/<sub>100</sub> acres of land more or less.

And whereas, on 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: \$55<sup>00</sup> per acre, and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court, this 6<sup>th</sup> day of April A.D. 1897,

J. N. Gosnell Clerk

The State of Ohio, Union County, ss.

|                   |    |
|-------------------|----|
| Sheriff's Fee     | to |
| Notice to Printer | 25 |
| Writing Notice    | 25 |
| Return            | 25 |
| Total             | 75 |

Sheriff's Return

In obedience to the command of the order of sale hereto annexed, I did on the 7<sup>th</sup> day of April, 1897, cause to be advertised in the Daytonville Tribune (a newspaper printed and published and of general circulation in said County), said lands and tenements to be sold at

Sheriff's Sale  
7233

public sale, at the door of the Court House of said County, on the 8<sup>th</sup> 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 8<sup>th</sup> day of May 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.

This writ returned for the want of bidders, by order of plaintiff's attorney.

J. Ed Robinson, Sheriff.

On the 18<sup>th</sup> day of June A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Sherriff Sale  
7233

Catherine Pickins

Theodore Reymond

Alias 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, May 8, 1897, at or about the hour of one o'clock P. M. on said day the following described real estate, to-wit:

Situate in the Township of Liberty, County of Union and State of Ohio, and bounded and described as follows: Liberty Township and part of Virginia Military Survey No. 4815: Beginning at a stone in the center of the Cook gravel road and in the east line of said Survey No. 4815 and southeast corner of lands owned by Philander and Nelson Johnson; thence S. 7<sup>1</sup>/<sub>2</sub>° N. 123 poles with the center of said gravel road to a stake, originally two beeches and a thorn on the N. bank of Mill Creek; thence with the meanderings of said creek in a westerly course to a stake in the center of said Mill Creek and in James Hurd's east line; thence N. 10<sup>1</sup>/<sub>2</sub>° N. 1 pole to a stake northeast corner to said James Hurd's land and in the south line of said lands sold by John Reymond to Philander and Nelson Johnson; thence in an easterly course to a stake southeast corner to said Philander and Nelson Johnson's land; thence N. 7<sup>1</sup>/<sub>2</sub>° E. 136<sup>5</sup>/<sub>100</sub> poles with said Johnson's east land line to a stone. Thence S. 82<sup>1</sup>/<sub>2</sub>° E. 111<sup>25</sup>/<sub>100</sub> poles to the place of beginning, containing 107<sup>25</sup>/<sub>100</sub> acres, more or less.

Appraised at \$55<sup>00</sup> per acre  
Terms of sale cash.

J. Ed Robinson  
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 April 7, 1897.

W. O. Shearer

Sworn to and subscribed before me, this 18<sup>th</sup> day of June, 1897,

J. N. Gosnell Clerk

Motion  
7233

On the 11<sup>th</sup> day of May A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Bathurist K. Pickins  
vs  
Theodore Reynier et al  
Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff, by her Attorney, and moves that the appraisement made under a former order of this Court, be set aside, and the Sheriff of this County be ordered to cause a reappraisement of said property, for the reason, that said premises have been twice offered for sale under the present appraisement, and not sold for want of bidders.

J. E. Griffith, Atty. for  
Bathurist K. Pickins.

Entry  
7233

On the 11<sup>th</sup> day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Bathurist K. Pickins  
vs  
Theodore Reynier et al  
Court of Common Pleas  
Union County, Ohio.

It appearing to the Court that the real estate herein ordered to be sold has been twice offered for sale under the present appraisement, and not sold for want of bidders, it is now, on Motion ordered that said appraisement be set aside, and that the Sheriff cause a re-appraisement of the same be made, and that said Sheriff of Union County proceed to advertise and sell said premises under said new appraisement, and report his proceedings to this Court for further order.

Sheriff's  
Return

Order of  
Re-Appraisement  
and Sale.

On the 11<sup>th</sup> day of May A.D. 1897, the following Order of Re-Appraisement & Sale was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss:  
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 January Term thereof A.D. 1897, in a certain action for foreclosure of Mortgage, wherein Bathurist K. Pickins Plaintiff, and Theodore Rey et al Defendants, a writ issue out of said Court for the sale of the premises hereinafter described; on the 25<sup>th</sup> day of January A.D. 1897; an order of sale was issued, and whereas no sale was made, and afterward on the 6<sup>th</sup> day of April A.D. 1897, an alias order of sale was issued; And whereas, no sale being had under said order, the said Court has therefore ordered a re-appraisement and sale of the same;

We command you 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:  
Liberty Township, and part of Va. Military Survey No. 4815; Beginning at a stone in the corner of the Cook Gravel Road, and in the east line of said Survey No. 4815, and Southeast corner of lands owned by Philander and Nelson Johnson, thence S. 7 deg. N. 123 poles with the center of said Gravel Road to a stake, originally two beeches and thorn on the north bank of Mill Creek; thence with the meanderings of said

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Appraisement &

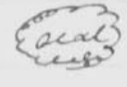
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Creek, in a westerly course to a stake in the center of said Mill  
Creek, and in James Herd's east line; thence N. 10 deg. 11.1 pole  
to a stake, northeast corner to said James Herd's land, and in the  
south line of lands sold by John Ryner, to Philander and Nelson  
Johnson; thence in an easterly course to a stake southeast corner to  
said Philander and Nelson Johnson's land; thence N. 7 deg. E. 136 5/100  
poles with said Johnson's east land line to a stone; thence S. 82 deg. 30  
min. E. 111 2/100 poles to the place of beginning, containing 107 2/100 acres of  
land, more or less.

To satisfy a judgment rendered in favor of said plaintiff  
against said defendants, for the sum of One thousand Four Hundred  
and Fourteen Dollars, damages, and Thirty Nine and 7/100 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 apply the proceeds of such sale in sat-  
isfaction 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  
11th day of May, A.D. 1897.  
J. N. Gosnell Clerk



Sheriff's  
Return

Afterward on the 12th day of June A.D. 1897, the Sheriff of said  
County, returned said writ to the Clerk's Office in said county, which  
return is as follows:

The State of Ohio, Union County, ss.

|                   |    |     |
|-------------------|----|-----|
| Sheriff's Fee     | \$ | cts |
| Service           |    | 25  |
| Levy              |    | 25  |
| Sum. Appraisals   | 1  | 20  |
| Swear. "          |    | 25  |
| Conveying "       | 1  | 25  |
| Writing Appraisal |    | 25  |
| Copy of "         |    | 25  |
| Notice to Printer |    | 25  |
| Writing Notice    |    | 25  |
| Mileage           | 1  | 92  |
| Poundage          | 30 | 75  |
| Return            |    | 25  |
| Total             | 37 | 12  |
| Appraisers Fee    | 3  | 00  |
| Printer's Fee     | 16 | 50  |

In obedience to the command of the  
Order of Sale hereto annexed, I did on the 11th day of  
May, 1897, summon Dyer Reed, Thos. M. Brannon and  
Lafe Mullen, three disinterested freeholders, residents of  
said County, who were by me duly sworn to view and  
appraise the lands and tenements therein described,  
and afterward, on the 11th day of May, 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  
Three thousand Eight Hundred and Sixty One Dollars,

A certified copy of said appraisal I forthwith  
deposited in the office of the Clerk of the Court of Com-  
mon 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 cir-  
culation 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 12th 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: 5 consecutive weeks, and  
in pursuance to said notice, I did, on the 12th day of June  
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 J. R. Reynor, who bid for the same the sum of Twenty Five Hundred and Seventy Five and 7/100 Dollars, and said sum being more than two-thirds of the appraised value thereof, and said J. R. Reynor 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 Thousand Five Hundred and Seventy Five & 7/100 Dollars.

J. Ed Robinson, Sheriff.

On the 18<sup>th</sup> day of June A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Proof of Publication 7233

Callumie H. Pickins v. Mich Cook, Guardian of Thaddeus Reynor

Alias Order of Sale.

Court of Common Pleas, Minn County, O.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Minn County, Ohio, I will offer for sale at the north door of the Court House in Mansfield, Ohio, on Saturday, June 12, 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 Liberty, County of Minn and State of Ohio, and bounded and described as follows: Liberty Township, and part of Virginia Military Survey No. 4815; Beginning at a stone in the center of the Cook gravel road and in the east line of said survey No. 4815, and southeast corner of lands owned by Philander and Nelson Johnson; thence S. 72° W. 123 poles with the center of said gravel road to a stake, originally two beeches and a stone on the N. Bank of Mill Creek; thence with the meanderings of said creek in a westerly course to a stake in the center of said Mill Creek and in James Herod's east line; thence N. 10° W. 1 pole to a stake southeast corner to said James Herod's land and in the south line of said lands sold by John Reynor to Philander and Nelson Johnson; thence in an easterly course to a stake southeast corner to said Philander and Nelson Johnson's land; thence N. 72° E. 136 5/100 poles with said Johnson's east land line to a stone; thence S. 82° E. 111 2/100 poles to the place of beginning, containing 107 2/100 acres, more or less.

Appraised at \$36 per acre. Terms of Sale Cash.

J. Ed Robinson Sheriff Minn County.

May 12, 1897.

The State of Ohio, Minn County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Minn, the first publication beginning with May 12, 1897.

W. O. Shearer.

Sworn to and subscribed before me, this 18<sup>th</sup> day of June, 1897,

Printers Fees, \$16 5/2

J. N. Gosnell Clerk

Supplemental Petition 7233

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Supplemental  
Petition

7233

On the 15<sup>th</sup> day of May A.D. 1897, the following Supplemental Petition was filed with the Clerk of this Court, to-wit:

Catherine K. Pickens

vs  
Uriah Cook, Guardian  
& Theodore Reynor et al

Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff, and for supplemental petition herein says that since the commencement of this action, Amy S. Bell and Allen B. Struthers have, or claim to have acquired some lien, title or interest in the premises described in the petition, but plaintiff alleges that whatever interest they may have in said premises are subordinate to plaintiff's lien.

Therefore plaintiff prays that said Amy S. Bell and Allen B. Struthers may be made additional parties defendant herein and be required to answer, setting up whatever interest they may have or claim in said premises, or be forever barred from hereafter asserting the same.

J. E. Griffith  
Atty. 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 the plaintiff is a non-resident of Union County, Ohio, and now absent therefrom, and that the allegations in the foregoing pleading are true.

Sworn to and subscribed before me this 15<sup>th</sup> day of May A. D. 1897.

Seal

J. E. Griffith.  
J. A. Gorsull, Deputy Clerk.

Waiver

We hereby waive the issuing and service of summons and voluntarily enter our appearance herein this 15<sup>th</sup> day of May, 1897.

Amy S. Bell  
A. B. Struthers, By  
Cameron & Cameron their Attys.

Entry

7233

On the 15<sup>th</sup> day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Catherine K. Pickens

vs  
Uriah Cook, Guardian  
& Theodore Reynor et al

Court of Common Pleas  
Union County, Ohio.

On motion, leave was granted to file a supplemental petition herein instantior, and the same was filed.

Entry

7233

On the 21<sup>st</sup> day of June, 1897, the following Entry was filed with the Clerk.

Catherine K. Pickens

vs  
Theodore Reynor et al

Court of Common Pleas  
Union County, Ohio.

On motion, Sarah Green is made a party

defendant in this action, and leave is granted her to file answer and cross-petition in this cause.

Answer and  
Cross-petition of  
Sarah Green  
7233

On the 21<sup>st</sup> day of June A.D. 1897, the following Answer and Cross-petition of Sarah Green was filed with the Clerk of this Court, to-wit:  
Catharine H. Pickins  
vs  
Theodore Reynor et al  
Court of Common Pleas  
Union County, Ohio.

Now comes the defendant, Sarah Green, and files her answer and cross-petition in this case against the defendants, Uriah Cook, guardian of Theodore Reynor and Sarah E. Reynor, and says:

1<sup>st</sup>: That on the 19<sup>th</sup> day of May, 1897, this defendant in a certain action in this Court, duly and legally recovered a judgment against the defendant, Uriah Cook, guardian of Theodore Reynor and Sarah E. Reynor, for the sum of One Hundred and Seventy Five and <sup>3</sup>/<sub>100</sub> Dollars (\$175.30) and \$7<sup>9</sup>/<sub>100</sub> costs of suit; that said judgment remains of record, in full force and unsatisfied; and that said judgment and costs is a valid lien against the real estate described in the plaintiffs petition.

This defendant, therefore, asks that out of the proceeds arising from the sale of the real estate described in the plaintiffs petition, her said judgment, with interest and costs, be paid in full; and for such other and proper relief as the equity of the case may require.

M. G. Bell  
Atty. for Sarah Green.

State of Ohio, Logan County, ss.

M. G. Bell makes oath that he is the attorney for the said Sarah Green, that the facts stated in the foregoing pleading are within his personal knowledge, and that he believes the facts stated in the said answer and cross-petition are true.

M. G. Bell  
Sworn to and subscribed by the said M. G. Bell, before me and in my presence this 21<sup>st</sup> day of June, A.D. 1897.  
J. N. Gosnell Clerk

On the 5<sup>th</sup> day of October A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7233

Catharine H. Pickins  
vs  
Theodore Reynor et al  
Court of Common Pleas  
Union County, Ohio.

This day came the parties, and it appearing that the said Allen B. Struthers mentioned in the Supplemental petition of the plaintiff has become the owner of the lands in the petition described, and that he has adjusted the claim of the plaintiff to her full satisfaction, and the plaintiff consenting thereto, it is ordered that the sale heretofore made in this case, to J. B. Reynor be and the same is set aside, and the Sheriff is ordered to return to the said J. B. Reynor whatever money he may have advanced on said sale.

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Entry  
7233

On the 11<sup>th</sup> day of October A.D. 1897, the following Entry was  
filed with the Clerk of this Court, to-wit:  
Catharine H. Pickins  
vs  
Theodore Reynor et al  
Court of Common Pleas,  
Union County, Ohio.

This day this cause came on to be heard on  
the pleadings and evidence.

On consideration whereof the Court find that said  
Allen B. Struthers, since this action was commenced, became the  
owner of the lands in the petition described, and that he has  
adjusted the lien of the plaintiff to her satisfaction, and the  
Court find that the claim set up in the answer and cross-  
petition of Sarah Green, is not a lien upon said lands.

The Court further find that the costs herein have been  
paid; and it is therefore ordered and adjudged by the Court  
that this cause be dismissed.

Attest

J. M. Gosnell

Clerk

By Jno. A. Gosnell Deputy.



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Pleas continued and held at the Court House in Mansville, 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 6<sup>th</sup> 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 5<sup>th</sup> day of August, A.D. 1897, Mariah Huston filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against A. Cameron et al to-wit:

Petition  
7413

Mariah Huston  
vs  
A. Cameron &c  
F. J. Arthur, Administrator with the will annexed of Samuel Johnson, deceased.

Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff and says that the said A. Cameron and F. J. Arthur, as Administrator with the will annexed of Samuel Johnson, deceased, are indebted to plaintiff in the sum of Four Hundred Dollars (\$400<sup>00</sup>) which plaintiff claims with interest at eight (8) per cent from the 27<sup>th</sup> day of July 1896, upon a promissory note of which the following is a copy, with all credits and endorsements thereon.

\$400<sup>00</sup>.

July 27, 1896.

One year after date we promise to pay to the order of Mariah Huston, Four Hundred Dollars, with interest at eight per cent per annum. Value received.

A. Cameron  
S. Johnson

Due July 27-1897.

Plaintiff on the 26<sup>th</sup> day of July, 1897, presented said note to said F. J. Arthur as such Administrator and demanded allowance of same as a valid claim against the estate of said Samuel Johnson, deceased, but that said Administrator then and there rejected the same, wherefore plaintiff prays judgment against said defendants in the sum of Four Hundred Dollars (\$400<sup>00</sup>) with interest from July 27<sup>th</sup> 1896, at eight (8) per cent per annum and costs.

J. L. Jolliff  
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

Mariah Huston, the above named plaintiff swears that she believes the facts stated in the foregoing petition to be true,  
Mariah Huston.

Sworn to before me by said Mariah Huston and by her signed in my presence this 4<sup>th</sup> day of August, 1897.

Notary Fee 30¢  
Pd. by Plaintiff

(Seal)

J. F. Miller, Notary Public.

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Receipts

To the Clerk:

Issue summons in this case to the Sheriff of Minn  
County, Ohio, for all defendants, returnable according to law;  
Indorse: Return for money only: amount claimed Four Hundred  
Dollars, with interest at eight per cent from July 27<sup>th</sup> 1896.

J. L. Joliff  
Attorney for Plaintiff.

On the 5<sup>th</sup> day of August A.D. 1897, the following summons was  
issued by the Clerk of this Court, to-wit:

The State of Ohio, Minn County.

To the Sheriff of Minn County:

You are hereby commanded to notify A. Cameron  
and F. J. Arthur, Administrator of the estate of Samuel Johnson  
deceased, that they have been sued by Mariah Huston, in the  
Court of Common Pleas of Minn County, and must answer by  
the 4<sup>th</sup> day of September 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  
16<sup>th</sup> day of August A.D. 1897.

Witness

my hand and the seal of said Court, this  
5<sup>th</sup> day of August, A.D. 1897.

J. N. Grinnell Clerk

Afterward on the 12<sup>th</sup> day of August A.D. 1897, the Sheriff  
of said County returned said summons to the Clerk's office in said  
County, which return is as follows:

Sheriff's  
Return.

The State of Ohio Minn County.

|                |    |      |
|----------------|----|------|
| Sheriff's Fee  | \$ | 60   |
| Service Return |    | 60   |
| Mileage        |    | 1 76 |
| Copies         |    | 30   |
| Total          |    | 2 66 |

Received this writ August 6<sup>th</sup> A. D. 1897, at  
8 o'clock A. M. and served same by delivering a  
true and certified copy of this writ with all of the  
within endorsements thereon to A. Cameron by leaving  
a copy at his usual place of residence on April  
10<sup>th</sup> 1897, to F. J. Arthur by leaving copy at his usual place  
of residence on August 11<sup>th</sup> 1897.

J. Ed Robinson, Sheriff.

Entry  
7413

On the 11<sup>th</sup> day of October A.D. 1897, the following entry was  
filed with the Clerk of this Court, to-wit:

Mariah Huston  
vs  
A. Cameron et al  
Court of Common Pleas  
Minn County, Ohio.

This cause coming on for hearing upon the pleadings,  
the Court find that the defendants have both been duly served with  
a summons and are in default for an answer or demurrer  
and that the defendant F. J. Arthur as Administrator et. is indebted  
only as surety, and that the plaintiff's claim with interest  
at eight per cent to the 27<sup>th</sup> day of September 1897, amounts  
to \$ 437 33.

It is therefore ordered and adjudged that the plaintiff  
revert of the defendant A. Cameron as principal and F. J. Arthur

as Administrator of the estate of Samuel Johnson, deceased, as surety the sum of \$437<sup>33</sup>, with 8 per cent interest on \$400<sup>00</sup>, of said judgment from September 27<sup>th</sup>, 1897, and 6 per cent interest on \$37<sup>33</sup> of said judgment from September 27<sup>th</sup>, 1897, until paid, and her costs in this action expended, taxed at \$8<sup>44</sup>,

Attest

J. M. Hosnell

Clerk.

By Jno A. Hosnell, Deputy,

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 Dem, Judge of said Court, of the Term of September, to-wit: on the 6<sup>th</sup> 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 28<sup>th</sup> day of August A. D. 1897, Cassie M<sup>rs</sup>. Donald filed in the Clerk's office of the said Court of Common Pleas, the following petition against A. Cameron et al. to-wit:

Petition  
7414

Cassie M<sup>rs</sup>. Donald  
vs  
A. Cameron and  
F. J. Arthur, Adminis-  
trator with the will  
annexed of Samuel  
Johnson, deceased.

Court of Common Pleas  
Union County, Ohio.

The plaintiff says:

That the defendant F. J. Arthur is the duly appointed and qualified Administrator with the will annexed of Samuel Johnson deceased.

That this case comes into this Court on appeal from the docket of Esq. William King of Leeburg Township of said County.

That this her action is founded on a promissory note of which the following is a copy, with all the endorsements thereon.

"\$200.  
" One year after date, I, we or either of us promise to pay to the  
"order of Cassie M<sup>rs</sup>. Donald, Two Hundred Dollars at 8% int. from  
"date till paid.

Jan 9<sup>th</sup> 1896

A. Cameron  
S. Johnson

Entry  
7414



That the name S. Johnson is the said Samuel Johnson deceased.

On the 17<sup>th</sup> day of July 1897, the said note was duly presented to the said Administrator for his allowance as a just claim against the said estate of the said Samuel Johnson deceased, and the said note was by the said Administrator on said day rejected.

There is a credit on said note of \$ being the interest until June 16<sup>th</sup> 1897.

There is due and remaining unpaid on said promissory note from the said defendants to the plaintiff the sum of Two Hundred Dollars with interest at 8% from June 16<sup>th</sup> 1897, for which sum with its said interest at 8% the said plaintiff asks judgment against said defendants.

Ayers & Ayers  
Atty. for Plaintiff.

State of Ohio, Union County, ss.

D.W. Ayers being first duly sworn says he is one of the attorneys in the above entitled case duly authorized in the premises; that the foregoing action set forth in the petition of plaintiff is founded on a promissory note for the unconditional payment of money and is now in the possession of this affiant; that the facts stated and allegations in the foregoing petition are as he believes true.

D.W. Ayers.

Sworn to before me and signed in my presence by the said D.W. Ayers this 28<sup>th</sup> day of August, 1897.

J.W. Gosnell Deputy Clerk

On the 11<sup>th</sup> day of October A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7414

Cassie McDonald  
vs  
A. Cameron and F.J. Arthur, as Administrator with the will annexed of A. Johnson deceased.

Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff by her attorney, and the defendants being in default for answer and demurrer, the Court find that A. Cameron as principal and F.J. Arthur as Administrator with the will annexed of the estate of A. Johnson, deceased, as security, are indebted to the plaintiff herein, Cassie McDonald in the sum of \$205.07.

It is therefore considered by the Court that the said plaintiff recover from the said defendants, as aforesaid, the sum of \$205.07, and her costs herein expended taxed at \$10.47.

Ayers & Ayers, for Plaintiff.

Attest

J.W. Gosnell  
Clerk

By J.W. Gosnell, Deputy.

Pleas continued and held at the Court House in Wrayville, 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 6<sup>th</sup> 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 29<sup>th</sup> day of March A.D. 1897, Alona H. Sanders, filed in the Clerk's office of the said Court of Common Pleas, the following petition against William Sanders, to-wit:

Petition  
7339

Alona H. Sanders  
vs  
William Sanders

Court of Common Pleas  
Union County, Ohio.

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.

On the 27<sup>th</sup> day of September, 1895, she was married to the defendant, which marriage relation still exists.

There has been born to the plaintiff and defendant as the result of said marriage relation, the following children to-wit: Anna P. aged 9 years; John C. aged 7 years; Francis E. aged 3 years and an infant named Virgil C. aged about 5 months, all of which children are now with and cared for by the plaintiff.

The plaintiff has always conducted herself properly as a wife, but the defendant wholly disregarding his duties as a husband and father, has been guilty of extreme cruelty at and toward the plaintiff in this, to-wit:

The defendant has frequently since the said marriage and constantly during the last two or three years, falsely charged the plaintiff with being an unchaste woman, and has denied the paternity of his children, and has caused the plaintiff great grief and suffering by pretending to watch her to catch her in criminal intercourse with other men.

During the month of September last, the plaintiff was in an advanced state of pregnancy and about to be brought to child birth, and when she requested the defendant to procure her assistance, he refused and denied that the child was his, well knowing the charge was false and the same was done to cause the plaintiff grief and suffering.

The defendant would also frequently make preparations to commit suicide, sometimes by procuring a rope to hang himself, and at other times by taking a revolver which he kept and threatening to shoot himself, these preparations he would make in the presence of the plaintiff and her children, and would frighten them thereby, on purpose to cause the plaintiff amazement and suffering.

Second: The plaintiff further says, that the defendant

has been guilty of habitual drunkenness during the three years last past.

Third: The defendant has been guilty of gross neglect of duty, in staying away at nights drinking and loitering when he should have been at home with his family, and by refusing to provide or care for the plaintiff and her children.

The plaintiff says that during the month of September last, the conduct of the defendant became so unbearable by reason of his neglect and false accusations as herein set forth, that the plaintiff took her children that was then born and went to stay with her father, Lorenzo Cheney, in Jackson Township, this County, where she has ever since resided.

At the time she left the defendant, she was in such delicate condition on account of her approaching confinement, that it was necessary for her to have proper care and treatment, which the defendant would not give. (The child Virgil was born since said separation.)

The plaintiff says that since her marriage with the defendant, and during the last seven years, her father, Lorenzo Cheney, has let her have the use of 75 3/4 acres of land in Jackson Township, in said County, the same being described in a deed recorded in Vol. 64, on page 458 of the records of said County, and which land is now in the possession of Henry Hocksworth.

That the said land was rented to said Henry Hocksworth by the plaintiff, the defendant joining in the written lease therefor, but the defendant had no interest in the said land, and the renting of the same to the said Henry Hocksworth was only done by and with the consent of the father of the plaintiff who owns the same, but who let the plaintiff have the use of it to help her maintain her said children.

The defendant has since the said separation served notice upon the said Hocksworth to leave the said land and is threatening to bring suit to put him off the same and deprive the plaintiff of the use and rent of the same.

The defendant does not provide for the plaintiff or said children, and if he gets the control of the said lands will not use it for the benefit of the plaintiff, but will waste the proceeds in drinking and riotous living.

Wherefore the plaintiff prays that she may be divorced from the said defendant and that she may have the care and custody of the said children, and that the defendant may be enjoined from interfering with the plaintiff or said children, and enjoined from attempting to get the control of said land, either by suit at law or otherwise, and that upon final hearing the Court may make such other and further order, and such orders as to the payment of alimony as may be just and the nature of the case may require.

Cameron Ed Cameron, Atty for Plff.

The State of Ohio, Union County, ss.

Alma H Cheney plaintiff, being first

duly sworn says, the facts stated in her foregoing petition are true.

Alona H. Sanders.

Sworn to before me and signed in my presence, this 29<sup>th</sup> day of March, 1897.

*(seal)*

J. N. Gussell

Clerk of Court.

Receipt.

Clerk, I receive summons and copy of the petition to Sheriff of Union County - Indorse Summons, "Injunction allowed."

Camron & Camron.

On the 29<sup>th</sup> day of March A. D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

Summons.

The State of Ohio, Union County, ss.  
To the Sheriff of Union County:

You are commanded to notify William Sanders that Alona H. Sanders 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 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 12<sup>th</sup> 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 Mansfield, this 29<sup>th</sup> day of March A. D. 1897.

*(seal)*

J. N. Gussell Clerk.

Afterward on the 2<sup>nd</sup> day of April A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

Sheriff's Return.

|               |           |             |
|---------------|-----------|-------------|
| Sheriff's Fee | \$        | 50          |
| Service       |           | 15          |
| Copy          |           | 5           |
| Mileage       |           | 12          |
| Return        |           | 25          |
| <b>Total</b>  | <b>\$</b> | <b>5 99</b> |

Received 5<sup>30</sup> O'clock P. M. on the 29<sup>th</sup> day of March A. D. 1897, and on the 2<sup>nd</sup> day of April A. D. 1897, I served the same by delivering a bill and certifying copy thereof together with a copy of the petition to William Sanders, personally.

J. Ed Robinson Sheriff.

Order of Injunction

7339

On the 29<sup>th</sup> day of March A. D. 1897, the following Order of Injunction was filed by the Clerk of this Court, to-wit:

Alona H. Sanders

vs  
William Sanders

Before the Probate Judge.

Motion for temporary Injunction in the Court of Common Pleas.

And now on this 29<sup>th</sup> day of March, 1897, came the plaintiff, by Camron and Camron her attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff

Certificate of Copy.

Entry 7339

Answer 7339

for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavit 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 defendant from in any manner interfering with the plaintiff in the care and custody of the children named in the petition and from in any manner interfering by suit or otherwise with said Henry Hookerworth in the possession of the land mentioned in the petition and that he be fully restrained as prayed for in the petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case in accordance with the injunction allowed, without bond.

James W. Campbell, Probate Judge.

The State of Ohio, Union County, ss.

I, James W. Campbell, 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 the cause.

In Testimony whereof, I have hereunto set my hand and affixed the seal of said Court at Marysville, this 29<sup>th</sup> day of March, A.D. 1897.

James W. Campbell  
Judge and ex-officio Clerk.

On the 11<sup>th</sup> day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7339  
Alma Sanders  
vs  
William Sanders  
Court of Common Pleas  
Union County, Ohio.

This cause is continued on motion and showing of the defendant and at his costs of the time.

Cameron & Cameron  
Atty. for Plff.

On the 7<sup>th</sup> day of October, A.D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Answer  
7339  
Alma H. Sanders  
vs  
William Sanders  
Court of Common Pleas  
Union County, Ohio.

Now comes the defendant herein and says he admits the residence and marriage and the children as the result of said marriage relation, and that plaintiff has always conducted herself properly as a wife and that during the month of September last that plaintiff was in an advanced stage of pregnancy, and denies each and every other allegation in said petition contained not herein admitted.

Wherefore defendant prays that said action be dismissed

Certificates  
& Copy.

Seal

at the cost of this plaintiff, and that the injunction herein be dissolved; and further that in case said Court should grant said divorce as prayed for in said petition, that said Court decree this defendant the custody of said children named in said petition.

W. Sanders.

Sworn to and subscribed in my presence this 7<sup>th</sup> day of October, 1897.

seal

J. R. Gosnell Clerk of Court.

On the 7<sup>th</sup> day of October A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion  
7339

Alma H. Sanders

vs  
William Sanders

Court of Common Pleas

Union County, Ohio.

The defendant, William Sanders comes and moves the Court to continue this cause to the next term of this Court for the reason of the absence from the County, and whose residence is unknown, of a material witness for this defendant, and without whose testimony said defendant can not safely proceed to trial.

J. L. Joliff Esq  
W. J. Hooper, Atty for Def.

On the 11<sup>th</sup> day of October A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7339

Alma H. Sanders

vs  
William Sanders

Court of Common Pleas

Union County, Ohio.

This day came this cause on to be heard and the plaintiff with the consent of the Court withdrew from the petition the second cause of action stated therein, to-wit- the charge of habitual drunkenness for the three years last past.

Therefore this cause came on to be heard upon the petition and evidence.

On consideration whereof the Court being fully advised in the premises finds that the plaintiff had been a resident of the State of Ohio for more than a year previous to the time of filing her petition, and that at the time of so filing her petition she was a bona fide resident of said County of Union.

The Court further find that the parties were married as stated in the said petition and that the children therein named have been born to said parties, and that they are in the possession of said land for by the plaintiff: and that the ages of the said children are correctly stated in the petition.

The Court further finds that the said defendant has been guilty of extreme cruelty as charged in the said petition and that by reason thereof the plaintiff is entitled to be divorced as prayed for in the petition.

It is therefore considered, ordered and decreed by

the Court that the marriage relation heretofore existing between the parties be and the same is dissolved, annulled and set aside and both parties be released from the obligations of the same.

It is further ordered and decreed by the Court, that the care, custody, guardianship and control of said children be committed to the plaintiff until the further order hereof, and that the defendant be permitted to visit said children on the 2nd and 4th Thursdays in each month, until the further order hereof.

It is further ordered by the Court that the defendant be divested of all interest by dower or otherwise in plaintiff's real estate, and that the defendant be released from paying alimony to the plaintiff at any time.

And it is further ordered and decreed by the Court that the plaintiff pay the cost made by her including her witnesses, and that the defendant pay the costs made by him including the costs of his witnesses, and judgment and execution is awarded therefor.

Attest

J. M. Hosmer

Clark

By J. M. A. Hosmer Deputy.



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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 April, to-wit: on the 19<sup>th</sup> 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 29<sup>th</sup> day of March A.D. 1897, Theodore Reynor filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Amy S. Bell et al, to-wit:

Petition  
7340

|                            |                       |
|----------------------------|-----------------------|
| Theodore Reynor            | Court of Common Pleas |
| vs                         | Union County, Ohio,   |
| Amy S. Bell, H.E.          |                       |
| Bell & Allen B. Struthers. |                       |

The above named plaintiff says he is a resident of Union County, Ohio.

That on or about the 4<sup>th</sup> day of February, 1897, plaintiff was the owner of the real estate situate in said County of Union, being the Theodore Reynor farm of 107<sup>2</sup>/<sub>10</sub> acres of land on which the plaintiff, his wife and children now reside and which is more fully described in the exhibit "deed" hereto attached and made part hereof.

That the defendant H. E. Bell about the first of February, 1897, came to the plaintiff's residence on said land and represented himself to be an agent to sell lands and loan money and obtain loans on land and offered plaintiff to obtain a loan of about thirteen or fourteen hundred dollars to pay a mortgage then on said land, and a few days thereafter induced the plaintiff and his wife to go to West Middleburg to see about that business, and thereupon plaintiff and his wife Sarah E. Reynor went to Middleburg and said Bell who represented to plaintiff that there were certain parties whom he owed money were about to take judgment against him and thereby prevent said Bell from obtaining said loan and proposed to plaintiff that he had better make a deed for said land to him and thus the land would not become encumbered any further and he could and would obtain the loan for plaintiff, and thereupon without any consideration for said land except to enable him to obtain said loan and no other writing was made, and the said H. E. Bell drew the deed and inserted the name of Amy S. Bell as the grantee thereon and the plaintiff and his wife executed and delivered to him said deed conveying to her said farm without any consideration other than that hereinbefore stated and for the purpose therein stated.

That afterward H. E. Bell induced the plaintiff to go again to West Middleburg to see him and when he got there he made out and signed and acknowledged a deed for 194 acres of land in Franklin County, Tennessee which



he represented to be 3 miles of Tallahoma, a city of 4000 inhabitants, good timber land, oak, chestnut, pine hard wood, level land, good soil, lay on Tallahoma and Lynchburg pike, price \$3000 and clear of encumbrance. said deed said defendant represented to plaintiff was for said land but it was not read to plaintiff or by him and was not delivered to him and has never been recorded by him or accepted by him the defendant.

That plaintiff is informed said defendant has caused said pretended deed to be recorded in said County, but of this plaintiff knows nothing except as defendant has informed him.

Plaintiff says the farm which he conveyed as appraised was then and is now worth fifty five dollars an acre and he says he is informed and now avers that said Tennessee land is rough, mountain and almost worthless land and whether of any value he is unable to say, except a very small amount for timber; but is not worth the half of the \$3000 which it was represented to be worth.

The plaintiff has not received anything for said farm which he conveyed and defendants have not paid anything for said land.

The plaintiff never saw said Tennessee land as the defendants well knew and he says he was not at the time he made said deed and the time said defendants signed said Tennessee in a condition mentally to transact any business and especially of business of that character as defendants well know.

That the said H. C. Bell had the said Amy S. Bello name inserted in said deed for the purpose of defrauding said plaintiff and he obtained said deed from plaintiff for the purpose of cheating the plaintiff out of his said home.

The plaintiff is a man who seldom leaves his home and was entirely unaccustomed to transact such business and had not the slightest knowledge of the value or quality of said Tennessee land and the price at which defendant proposed by delivery the deed for said land and pay said thirteen hundred mortgage encumbrance.

The pretended agreement to take the said Tennessee land was not in writing and is void and the original deed by plaintiff is only a trust deed to enable him to make said said loan and defendant hath made no loan or done any thing to comply with the purpose for which deed was made by plaintiff.

The plaintiff is informed that said defendants have conveyed said Union County land to some person whose name is to plaintiff unknown but the name as given by defendant to plaintiff seems to be - Struthers, but what is his full name plaintiff can not say.



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in a westerly course to a stake in the center of said  
Mill Creek (and in James Hords East land line). Thence  
N. 10° W. 1 pole to a stake northeast corner to said James Hords  
land and in the south line of lands sold by John Reyner  
to Philander and Nelson Johnson; thence in an easterly course  
to a stake south east corner to said Philander and Nelson John-  
son's land; thence N. 7° E. 136<sup>7</sup>/<sub>10</sub> poles with said Johnson's East  
land line to a stone; thence S. 82° 30' E. 111<sup>25</sup>/<sub>100</sub> poles to the place  
of beginning, containing 107<sup>25</sup>/<sub>100</sub> acres of land more or less, and  
all the estate, title and interest of the said Grantors, Theodore  
Reyner or (Sarah E. Reyner, his wife)

deceived,  
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On the 29<sup>th</sup> day of March A.D. 1897, the following Receipt was  
filed with the Clerk of this Court, to-wit:

Receipt  
7340  
Theodore Reyner

Court of Common Pleas  
Winn County, Ohio.

Amy S. Bell, H. E.  
Bell Ed - Struthers

To Clerk:

I am Summons in the above entitled case  
to Sheriff of Logan County Ohio, endorse "petition to rescind deeds and  
perpetuate a temporary injunction allowed by the Probate Court of Winn  
County, Ohio, to restrain the defendants from conveying the fame of  
107 acres in Winn County, Ohio, on which plaintiff resides and to restrain  
them from disturbing plaintiffs possession therein.

Robinson & Woodburn  
Attorneys for Plaintiff

Reyner.  
my presence  
plied  
eye,

On the 29<sup>th</sup> day of March A.D. 1897, the following summons was  
issued by the Clerk of this Court, to-wit:

The State of Ohio, Winn County,  
To the Sheriff of Logan County;

Summons.

You are hereby commanded to notify Amy S. Bell H. E.  
Bell and — Struthers that they have been sued by Theodore  
Reyner in the Court of Common Pleas of Winn County, and  
must answer by the 1<sup>st</sup> 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 12<sup>th</sup>  
day of April A.D. 1897.

Witness my hand and the seal of said Court, this 29<sup>th</sup>  
day of March, A.D. 1897.

Seal

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

the County  
of Tp, part  
as follows, viz:  
the Cook  
No. 4815  
Ed Nelson  
said gravel  
the north  
said Creek

State of Ohio, Winn County, ss.

Sheriff's  
Return

| Sheriff's Return | #  | cts |
|------------------|----|-----|
| Service          | 40 |     |
| Mileage          | 2  | 08  |
| Copy             | 36 |     |
| Return           | 25 |     |
| Total            | 3  | 09  |

Received this writ March 30<sup>th</sup> A.D. 1897, at one o'clock P. M. and read same by  
personally handing to the within named Amy S. Bell, and by leaving at the usual  
place of residence of the within named H. E. Bell true and certified copies of this writ  
with the indorsements thereon the first day of April, 1897; the within named Struthers  
not found in this Bailwick

Presley Shaw, Sheriff, Logan Co., O.

Order of Injunction. 7340

On the 29<sup>th</sup> day of March A.D. 1897, the following Order of Injunction was filed with the Clerk of this Court, to-wit:  
Theodore Reymor vs Army S. Bell et al  
Before the Probate Judge.  
Petition for temporary Injunction in the Court of Common Pleas.

And now on this 29<sup>th</sup> day of March, 1897, came the plaintiff by James M. Robinson his 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 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 conveying or encumbering the said lands in the petition described, and from disturbing plaintiff in his possession thereof 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 in accordance with the injunction allowed on said plaintiff, giving an undertaking to the said defendants, conditional according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of \$100<sup>00</sup>.

James McCampbell  
Probate Judge.

The State of Ohio, Wm. 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 said cause.



In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Marysville, Ohio, this 29<sup>th</sup> day of March, 1897.

James McCampbell  
Judge and ex-officio Clerk.

Receipt 7340

On the 2<sup>nd</sup> day of April A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:  
Theodore Reymor vs Army S. Bell, H.C. Bell & A.B. Struthers  
Court of Common Pleas  
Wm. County, Ohio.  
To Clerk:

I have summons in the above entitled case to Sheriff of Wm. County, Ohio, for A. B. Struthers and in due petition is returned and perpetuate a temporary injunction allowed by the Probate Court of Wm. County, Ohio, and to enjoin the said defendants from conveying the 107 acre farm on which plaintiff resides and to restrain them from

Summons

Sheriff's Return

Answer of A. B. Struthers 7340

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disturbing plaintiff's possession of said farm.

Robinson & Woodburn  
Attorneys for Plaintiff.

Summons

On the 2<sup>nd</sup> day of April A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Wm. County,  
To the Sheriff of said County:

You are hereby commanded to notify A. B. Struthers that he has been sued by Theodore Reynor in the Court of Common Pleas of Wm. County, and must answer by the 12<sup>th</sup> 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 12<sup>th</sup> day of April A.D. 1897.

Witness my hand and the seal of said Court,  
this 2<sup>nd</sup> day of April A.D. 1897.

J. W. Grunell Clerk

By J. W. A. Grunell Deputy

Afterward on the 10<sup>th</sup> day of April A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

|                                |    |
|--------------------------------|----|
| The State of Ohio, Wm. County, |    |
| Sheriff's Fee                  | 25 |
| Service Return                 | 25 |
| Mileage                        | 16 |
| Copy                           | 15 |
| Total                          | 56 |

Received this writ April 2<sup>nd</sup> A.D. 1897, at 3 o'clock P. M. after diligent search and inquiry, A. B. Struthers was not to be found within my Bailwick; this writ returned on April 10<sup>th</sup> 1897, for want of time.

J. Ed. Robinson Sheriff.

Sheriff's Return

Answer of A. B. Struthers  
7340

On the 8<sup>th</sup> day of April A.D. 1897, the following Answer of Allen B. Struthers was filed with the Clerk of this Court, to-wit:

Theodore Reynor  
vs  
Amy S. Bell et al  
Court of Common Pleas,  
Wm. County, Ohio

Now comes the defendant Allen B. Struthers and for his separate answer says:

That his residence is in West Carlisle, Coshocton County, Ohio, and that on or about the 12<sup>th</sup> day of March, 1897, he bought the farm named in the petition and paid a full and valuable consideration therefor.

That by the terms of his purchase he was to have the possession of said farm on the first of April, 1897; and that on the said first day of April he came on from Coshocton County with his goods to take possession of the said farm, but was informed by the plaintiff that he had been instructed not to give the possession of the same.

This defendant then drove his wagons and goods in the barn on the farm where they now are, but this defendant has been denied the further possession of the same.

This defendant denies that he had any notice or

knowledge of the trade or contract between the said Army S. Bell and the plaintiff, and denies that he had any intention of cheating or defrauding the plaintiff, but on the contrary says that he bought the said farm in good faith for the purpose of making him a loan, and that he was paid the full and valuable consideration therefor.

And he says that at the time of his said purchase the said Army S. Bell had a deed of general warranty for the said farm, the warranty against incumbrances, however excepted a certain mortgage on the same, and in his purchase of the said land this defendant assumed the payment of the said mortgage as a part of the consideration thereof.

This defendant says, he knows nothing about the facts set forth in the said petition in regard to the contract between the said plaintiff and said Army S. Bell and having no such knowledge he denies all the facts set up in the petition and not herein admitted.

The defendant asks that he may go hence without day and recover of the plaintiff his costs herein expended.

Camron Ed Camron  
Atty. for Deft.

The State of Ohio, Wm. County, ss,

Allen B. Struthers being first duly sworn says, that the facts stated and allegations made in his foregoing petition are true as he believes.

Allen B. Struthers.

Sworn to before me and signed in my presence this 5<sup>th</sup> day of April, 1897.

J. V. Gosnell Clerk of Court.

Answer of  
Army S. Bell  
H. E. Bell  
7340

On the 5<sup>th</sup> day of April A.D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Thodore Reynon  
vs  
Army S. Bell et al  
Court of Common Pleas  
Wm. County, Ohio.

Now comes the said Army S. Bell and H. E. Bell and for their separate answer says:

That about the month of February, 1897, the plaintiff's land mentioned in his petition was about to be offered for sale in a proceeding to foreclose a mortgage thereon and another party was threatening to take judgment against him on a note; and the plaintiff wanted to save something out of the equity of redemption if possible.

The plaintiff requested the defendant H. E. Bell to help him try and get a loan of money or find some way of saving something out of the land, as it was then about to be offered for sale by the Sheriff.

The plaintiff then executed a deed to the said Army S. Bell so that if the defendant could effect a loan or trade the papers could be executed and exchanged.

Amended  
Petition  
7340

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The defendants were unable to find any one from whom a loan could be effected and finally it was agreed and arranged by and between the plaintiff and the answering defendants that the defendants would deed to the plaintiff certain lands in the State of Tennessee, and the defendants would take the premises described in the petition.

It being then known to both parties that unless something was done to stop proceedings a judicial sale of the lands would be made.

The plaintiff agreed to the said proposition and pursuant to the same the defendants made and delivered to him a deed for the said Tennessee lands and by the request of the plaintiff the same was put in an envelope and directed to the recorder of Franklin County, Tennessee, for record.

Afterward the defendants sold the lands in the petition described to Allen B. Struthus who also assumed the payment of the said mortgage and who paid the balance of the consideration therefor.

The said defendants deny each and every other allegation and avowment in the said petition contained not herein admitted.

Wherefore these defendants ask to go hence without day and recover their costs.

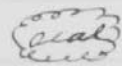
Cameron Ed Cameron  
Attorneys for Defendants

The State of Ohio, Minn County, ss:

A. C. Bell, being first duly sworn says that the facts stated and allegations made in the foregoing answer are true as he believes.

A. C. Bell

Sworn to before me and signed in my presence this 5<sup>th</sup> day of April, 1897.



W. N. Myers  
Notary Public, in and for  
the County and State of Ohio.

On the 26<sup>th</sup> day of April A.D. 1897, the following Amended Petition was filed with the clerk of this Court, to-wit:

Amended  
Petition  
7340  
Theodore Reymur by  
Wm. C. Cook, his guardian

Court of Common Pleas  
Minn County, Ohio.

Amy J. Bell, A. C. Bell  
A. B. Struthus Ed  
Sarah E. Reymur

Now comes Theodore Reymur an inmate by his guardian Wm. C. Cook and by leave of the Court files his Amended petition and says;

That on the 2<sup>nd</sup> day of April, 1897, said Theodore Reymur was adjudged by the Probate Court of said County of

Union, State of Ohio, to be an imbecile incapable of transacting business and said Wm. Cook on the same day was duly appointed and qualified by said Court as the guardian of said Theodore Reynor.

He also represents that early in February, 1897, and about the 4<sup>th</sup> of July, 1897, H. E. Bell procured from said Theodore Reynor and his wife Sarah E. Reynor a paper purporting to be a deed conveying to Amy S. Bell wife of said H. E. Bell the 107<sup>1</sup>/<sub>4</sub> acre farm on which said Theodore Reynor resided in Union County, Ohio, and which is described in said original petition.

That said pretended deed was procured by said Bell by representations made by him to said Theodore Reynor that he was a land and real estate agent and would borrow for said Reynor about thirteen hundred dollars, and secure the same by a mortgage on said land and thereby enable said Reynor to pay a mortgage then on said land for about the same amount, and represented to said Reynor that other creditors of said Reynor were about to obtain judgments against him and thereby prevent his obtaining said loan unless he would convey said lands to his wife or that she could give the mortgage on the land.

That believing these statements to be true he made said deed and without any consideration whatever and for no other purpose than to enable him to obtain said loan and receive the same on said land.

That afterwards said H. E. Bell sent for said Reynor and caused him to go to West Middleburg and there verbally to agree that the said pretended deed might operate as a conveyance of said land in consideration that said Bell would pay said mortgage on said land and convey to him a tract of 194<sup>3</sup>/<sub>4</sub> acres of land situated in the County of Franklin in the State of Tennessee which he described as follows "194 acres in Franklin County, Tennessee, 8 miles west of Talaboma a city of 4000 inhabitants - good timber land, oak, Chestnut pine hard wood, level land, good soil, lay on Talaboma and Lynchburg pike, price \$3000, clear of incumbrance."

Said H. E. Bell represented to said Reynor that said land was well timbered, level land and good soil and worth three thousand dollars and thereby deceived said Reynor induced him to verbally agree to accept a deed for said 194<sup>3</sup>/<sub>4</sub> acres of land as the difference between said 107<sup>1</sup>/<sub>4</sub> acre farm encumbered and said Tennessee land.

The said 194<sup>3</sup>/<sub>4</sub> acre land is wild barren land of poor soil and not good soil and covered with valuable brush and broken and and valueless land with unproductive soil and worth not exceeding one dollar per acre and cannot be sold at present for that.

That said Bell made said false statements knowing the same to be false, and with the knowledge that said Reynor had never seen said land and knew nothing about it,



and made said representation to induce said Reynor to accept a conveyance of said land and title by defraud him of his said home.

Plaintiff said agreement was verbal and no writing or memorandum in writing was signed by him and no deed was executed or delivered to him for the same or to Sarah E. Reynor.

The said 107 1/4 acre farm is of the value of Fifty Five Hundred Dollars or more.

Since said last mentioned date and since said petition was filed, plaintiff has learned that said Amy S. Bell has secured a deed to be recorded in Franklin County Tennessee with the recorded deed, a deed conveying said Sarah E. Reynor said 194 3/4 acres of land but no such deed was ever delivered to her and she does not claim said land and is ready and willing to release the same as the Court may order.

The said Theodore Reynor at the time said pretended deed for said 107 1/4 acres was signed by him and his wife was not of sound mind and capable of transacting said business and making a valid conveyance for said lands.

That ever since the pretended deed to Amy S. Bell said Reynor has by reason of his weakness of mind been incapacitated from transacting business; and the plaintiff says that said Struthers claims to have obtained a deed for said 107 1/4 acres of land and attempted to obtain possession of said farm by deception and now threatens to bring action in forcible detainer to obtain possession thereof, but plaintiff says the said pretended deed was not delivered to him until after this action was commenced and at that time had paid no money thereon and was in a condition to retrace his steps without loss, and he is a purchaser with full notice of plaintiff's said rights and his claim in said farm and all of said conveyances and agreements by said Theodore Reynor are void as being procured in the manner aforesaid and without consideration and without being reduced to writing and signed by said Reynor, and by reason of the incompetency of said Theodore Reynor to transact business, and that the consideration for said 107 1/4 acre farm was entirely inadequate and was grossly unconscionable in amount and in equity and justice the said conveyance should be rescinded and held for naught.

Therefore plaintiff prays that said deed to Amy S. Bell be rescinded and held for naught and the said A. B. Struthers enjoined from disturbing plaintiff's possession of said land and on final hearing be enjoined from ever interfering with said land and plaintiff's title be quieted as to them and that Sarah E. Reynor be made a defendant and permitted to file her answer and release whatever

apparent interest she may have in said 1/4<sup>th</sup> acres of land and that such other and further relief be granted to plaintiff as law and equity may require.

Robinson Ed Woodburne  
Atty. for Plff.

The State of Ohio, Union County, ss.

Wmiah Cook, being duly sworn says he is the guardian of Theodore Reynor, duly appointed, and he believes the allegations of the foregoing Amended Petition are true.

Wmiah Cook, Guardian.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of April, 1897.

J. N. Gosnell Clerk of Courts.

Notice to  
dissolve  
Injunction.

7340

On the 30<sup>th</sup> day of April A.D. 1897, the following Notice was filed with the Clerk of this Court, to-wit:

Theodore Reynor, by  
Wmiah Cook, his Guardian

Court of Common Pleas

Union County, Ohio.

Amy S. Bell et al.

Now comes A. B. Structures one of the defendants herein, by his attorneys and moves the Court to dissolve the injunction granted the plaintiff herein, and for grounds of said motion says;

First; that the amended petition herein does not state facts sufficient to warrant the issuing of the same.

Second; that the facts stated in said petition and upon which said injunction is granted are not true.

Cameron Ed Cameron  
Attorneys for Defendants.

Separate  
Answer of  
Amy S. Bell &  
H. E. Bell

7340

On the 30<sup>th</sup> day of April A.D. 1897, the following separate answer was filed with the Clerk of this Court, to-wit:

Theodore Reynor, by  
Wmiah Cook, his Guardian

Court of Common Pleas

Union County, Ohio.

Amy S. Bell, H. E. Bell,  
A. B. Structures Ed  
Sarah E. Reynor.

Now comes the said Amy S. Bell and H. E. Bell, defendants herein, and for their separate answer to the amended petition say;

The about the month of February, 1897, the plaintiffs land described in the original petition herein was about to be sold under a suit to foreclose a mortgage held by one Catherine C. Pickens on said land, and another party was threatening to take judgment against him on a note, and the plaintiff wishing to save something out of the equity

of redemption if possible.

The plaintiff requested the defendant, H. E. Bell to help him to get a loan of money or find some way of raising something out of said land, as it was then about to be offered for sale by the Sheriff.

The plaintiff then executed a deed to the said Amy S. Bell so that if the defendant could offer a loan or trade the papers could be executed and exchanged.

The defendant were unable to find any one from whom a loan could be obtained on said lands, and finally it was agreed by and between the plaintiff, Theodore Reynier and those answering defendant that the defendant would deed to the plaintiff certain lands in the State of Tennessee, and the defendant would take the premises described in the original petition herein and subject to the mortgage therein.

It being then known to both parties that unless something was done to stop proceedings a judicial sale of the lands would be made.

The plaintiff agreed to the said proposition and pursuant to the same the defendant made and delivered to the plaintiff a deed for the said Tennessee lands, and afterwards by the request of the plaintiff the same was put in an envelope and directed to the recorder of Franklin County, Tenn. for Record.

Afterwards the defendant sold the land in the petition mentioned to Allen B. Struthers, who also assumed the payment of the said mortgage and paid the balance of the consideration thereof.

The said defendant deny each and every other allegation and averment in said petition contained not herein admitted.

Therefore these defendant ask to go hence without day and recover their costs herein.

Cameron Ed Cameron  
Attorneys for the defendant.

The State of Ohio, Union County, ss.

R. L. Cameron being first duly sworn says that he is one of the attorneys for the defendant duly authorized and that the said Amy S. Bell and H. E. Bell answering defendant herein are not residents of Union County, and that the facts stated and allegations made in this their answer are true as he believes.

R. L. Cameron.

Sworn to before me and signed in my presence this 30th day of April, 1897.

seal

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

Separate  
Answer of  
A. B. Struthers.  
7340

On the 30<sup>th</sup> day of April A.D. 1897, the following answer was filed with the clerk of this Court, to-wit:

Theodore Reynor, by his  
Guardian Mark Cook

Came & Common Pleas  
Union County, Ohio.

vs  
Amy S. Bell et al.

The separate answer of A. B. Struthers:

The said A. B. Struthers for his separate answer to the amended petition says:

That his residence is in West Carlisle, in the County of Cashoetra, Ohio, and he is by occupation, a Presbyterian Minister.

That prior to the month of March last he was the owner of two blocks and seven lots of land in the City of Piqua, Ohio, which land he was desirous of exchanging for farm land for the purpose of a home for his family, and he gave notice of this fact through the public press.

During the month of February last he received a communication from a brother of said H. C. Bell that he had a farm in Union County to exchange, and then some correspondence followed and by arrangement this defendant came to Raymond for the purpose of meeting said Bell and looking at the land.

On arrival at Raymond this defendant and said Bell got into a buggy and started to look at the farm.

On the way this defendant was for the first time informed that the farm belonged to said Amy S. Bell.

This defendant went to the farm now occupied by said Theodore Reynor and informed Mr. Reynor and his wife that this defendant wished to look at the house and farm with a view of purchasing the same.

Thereupon said Theodore Reynor showed this defendant through the house and gave him information in regard to the farm, but did not in any manner indicate that they or either of them had any claim on the farm or any objection to said Bell selling it to the defendant and this defendant was wholly unaware of any trouble between the said Reynor and Bell, and had no knowledge whatever of the transactions between the said Bell and said Reynor, or any knowledge of any want of mental capacity on the part of said Reynor.

This defendant then went on with the said Bell to West Middletown, Ohio, and then for the first time met said H. C. Bell and Amy S. Bell.

The said Amy S. Bell had a deed for the Reynor farm, and this defendant then entered into a contract with her to purchase said farm upon the following terms.

This defendant was to convey to her the said Piqua lands, being two blocks and seven lots of land in

the City of Piqua, valued at \$2600<sup>00</sup>, and this defendant was to assume and pay a mortgage indebtedness to Catherine K. Pickins amounting to about \$1600<sup>00</sup>.

This mortgage had already been foreclosed in the Common Pleas Court of Union County, Ohio, in a suit brought by said Catherine K. Pickins against said Theodore Reynor & wife, and a sale had been ordered but the land had not yet been sold.

This defendant did not have his deeds for said Piqua lands with him and so could not clear up the matter, and it was arranged and agreed that the defendant should execute to said Amy S. Bell a deed for said Piqua lands and send the same to the Union Banking Company's Bank in Mansville, Ohio, and the said Amy S. Bell was to execute her deed to this defendant for said Reynor farm and leave it at said Bank and when both deeds were so deposited the Bank should deliver them to the proper parties.

This defendant executed his deed for said Piqua lands to said Amy S. Bell on or about the 12<sup>th</sup> day of March, 1897, and the same was left at said Union Banking Company's office in Mansville, Ohio, and the deed from said Amy S. Bell to this defendant for said Reynor farm was left at said Bank about the same time, and the said deed from this defendant to said Amy S. Bell was delivered to her on or about the 13<sup>th</sup> day of March last and she caused the same to be recorded in Union County, Ohio, all of which was done long before this defendant had any knowledge of objection on the part of said Reynor or any one for him.

This defendant at the time of leaving his deed at said Union Banking Company made arrangements to pay to it about \$1000<sup>00</sup> to be applied to the payment of the said mortgage indebtedness, and said Bank was to let this defendant have enough money to finish paying off the said mortgage indebtedness.

This defendant was to have the possession of said Reynor farm on or before the first day of April, 1897, and at that time to wit, April 1<sup>st</sup> he came on from Coshokton County, Ohio, with his household goods to take possession of said farm and up to that time had no notice or instruction of any trouble.

When this defendant came on with his goods he was informed by said Reynor that he had been instructed not to give up the farm.

This was the first intimation this defendant had of any objection to his taking possession.

This defendant never had any notice or knowledge of the consideration passing between said Reynor and said Amy S. Bell, and knew nothing of any of the alleged fraudulent acts and practices set up in the petition, but

in good faith believed said Amy S. Bell had a good title to the equity of redemption in said land and good title to said land subject to said mortgage.

This defendant denies that he attempted to take possession of said lands by any unfair or improper means, or that he had any intention of defrauding the said Reynor.

This defendant admits that the said Mark Cook has since this action was originally brought, been appointed the guardian for said Theodore Reynor, but upon information and belief this defendant denies that said Theodore Reynor was an imbecile, or was of unsound mind at the time of making said deed to said Amy S. Bell, and upon information and belief this defendant denies all the allegations in the petition not herein admitted.

Wherefore this defendant asks that the said injunction be dissolved, and that he may be restored to all things he has lost by reason thereof and for all proper relief.

Cameron Ed Cameron  
Atty for A.B. Struthus.

The State of Ohio, Minn County, ss.

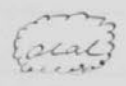
J. L. Cameron, being first duly sworn, deposes and says, that he is one of the attorneys for the defendant, A. B. Struthus duly authorized.

That said A. B. Struthus is not a resident of said County of Minn, and that the facts stated and allegations made in the foregoing answer are, as he believes true.

J. L. Cameron.

Sworn to before me and signed in my presence this 30<sup>th</sup> day of April, 1897,

E. W. Porter, Notary Public,  
Minn County, Ohio.



On the 30<sup>th</sup> day of April A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion  
7340  
Theodore Reynor, by  
Mark Cook his guardian  
vs  
Amy S. Bell et al

Court of Common Pleas  
Minn County, Ohio.

The defendant Allen B Struthus moves the Court for an order requiring the said plaintiff to give additional bond and security in this case and for grounds of his motion says:

That by the injunction in this case he is deprived of the possession of the lands in the petition described and that his damages will be much greater than the sum named in the bond already filed.

Said bond is wholly inadequate to protect this

Reply  
7340

Entry =  
Finding of  
the Court,  
7340

defendant and his rights.

Cameron & Cameron  
Attorneys for A. B. Struthers.

On the 14<sup>th</sup> day of May A.D. 1897, the following Reply was filed with the Clerk of this Court, to-wit:

Reply  
7340

Theodore Reynor by his  
guardian, Wm. Cook

Court of Common Pleas  
Union County, Ohio.

vs  
Amy S. Bell et al

The said plaintiff by his guardian Wm. Cook for reply to the answer of A. B. Struthers says he hath no knowledge of the allegations of said answer except as he hath stated therein in his amended petition, but from information and belief says he denies the said allegations of said answer except so far as they are set forth in said amended petition.

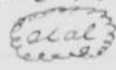
Robinson & Woodburn  
Atty. for Plff.

The State of Ohio, Union County, ss.

Wm. Cook, being duly sworn deposes and says the allegations of the above Reply are as he believes true.

Wm. Cook, Guardian.

Sworn to before me and signed in my presence this 14<sup>th</sup> day of May, A.D. 1897.



J. N. Gosnell Clerk.

Entry=  
Finding of  
the Court,  
7340

On the 19<sup>th</sup> day of May A.D. 1897, the following Finding of the Court was filed with the Clerk of this Court, to-wit:

Theodore Reynor, by  
Wm. Cook guardian

Court of Common Pleas  
Union County, Ohio.

vs  
Amy S. Bell et al.

The Court in the above case find, that Theodore Reynor at the time of the execution of the deed to Amy S. Bell was non compos Mentis, and incompetent to convey the lands in the petition described, situate in Union County.

That undue advantage was taken of him by the Defendant Howard E. Bell in procuring such deed to be made to the defendant, Amy S. Bell.

That said Reynor did not receive an adequate consideration for such conveyance, nor was the transaction fair and reasonable, and that said deed was fraudulently procured.

Under the holding of the Supreme Court of Ohio, in the case of Hosler vs Beard 54 O. S. 398 and the authorities therein and elsewhere cited, it is ordered that the prayers of the plaintiffs amended petition be granted and a decree entered accordingly.

Appeal Bond fixed at \$300<sup>00</sup>; Judgment against Amy S. Bell and Howard E. Bell for costs.

D. Dow

Judge.

P. S. Leave will be given A. B. Struthers to amend his answer asking for an injunction restraining Amy S. Bell and Howard E. Bell from selling or encumbering the Piqua property, if he so desires, and upon the testimony such order may be entered.

Dow.

On the 21<sup>st</sup> day of June A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7340

Theodore Reynier, by his guardian, Wm. Cook.

Court of Common Pleas  
Union County, Ohio.

Amy S. Bell & others.

This day this cause came on for hearing by the Court upon the pleadings and evidence, and the arguments of counsel.

And the Court being fully advised in the premises finds for the plaintiff, and that the allegations of plaintiff's amended petition are true, and that the said Theodore Reynier at the time of the execution of the deed to Amy S. Bell was non compos Mentis and incompetent to convey the lands in the petition described, situate in Union County, Ohio.

And the Court further find that undue advantage was taken of him by the defendant Howard E. Bell in procuring such deed to be made to the defendant Amy S. Bell.

And the Court further find that said Reynier did not receive an adequate consideration for such conveyance nor was the transaction fair and reasonable, and that said deed was fraudulently procured.

It is therefore considered, ordered and adjudged and decreed by the Court that said deed by the said Theodore Reynier to said Amy S. Bell be, and the same is hereby rescinded and held for naught, and the said Amy S. Bell and H. E. Bell and A. B. Struthers are hereby enjoined from disturbing plaintiff's possession of said land and that the temporary injunction heretofore allowed by the Probate Court of said County be, and the same is hereby made permanent, enjoining said defendants from interfering with said plaintiff's possession, and peaceable enjoyment of said land, and that his title to said land be quieted, and that said defendant Amy S. Bell be restored to the title of said 194 1/2 acres of land in Tennessee, and that the deed therefor from the defendant Sarah E. Reynier to the defendant Amy S. Bell be delivered



to said defendant Bell, and that the defendants H. C. Bell and Amy S. Bell pay the costs herein and in default for ten days that execution issue therefor as upon judgments at law.

Thereupon the defendants gave notice of appeal, and the Court fixed the amount of appeal Bond at \$300<sup>00</sup>.

Now the Court further grant leave to the defendant A. B. Struthers to amend his answer.

Attest

J. N. Gosnell

Clerk.

By J. A. Gosnell, Deputy.

against Amy

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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 6th 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 5th day of August A. D. 1896, M. M. Trickey filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Elizabeth Wise, and heretofore to-wit on the 1st day of May A. D. 1896, the following Entry was filed, to-wit:

Entry  
6968

M. M. Trickey                      Court of Common Pleas  
vs    Union County, Ohio.  
Elizabeth Wise

This day this cause was continued with leave to plaintiff to file a petition herein within thirty days from the rising of the Court.

Brodrick for Plff  
Ayers & Ayers for Def.

On the 5th day of August A. D. 1896, the following Petition was filed with the Clerk of this Court, to-wit:

Petition  
6968

M. M. Trickey                      Court of Common Pleas  
vs    Union County, Ohio.  
Elizabeth Wise

The plaintiff says:

That this her cause of action is founded upon an account of which the following is a copy;  
Mrs. E. Wise

To

M. M. Trickey, Dr.

| 1894  |    |    |                             | \$ | ¢  |
|-------|----|----|-----------------------------|----|----|
| Sept. | 20 | To | Cigaretts by Frank Wise     |    | 25 |
| "     | 21 | "  | Hack fare                   |    | 50 |
| "     | 22 | "  | Horse and buggy - Delaware  | 1  | 00 |
| "     | 23 | "  | Team and Surrey             | 1  | 00 |
| "     | 24 | "  | Horse and buggy to Richwood | 1  | 00 |
| "     | 25 | "  | Cigaretts                   |    | 25 |
| "     | 29 | "  | Hack fare                   |    | 50 |
| "     | 29 | "  | Horse and buggy to Richwood | 1  | 00 |
| Oct   | 2  | "  | Hack fare                   |    | 50 |
| "     | 2  | "  | Horse and buggy to Delaware | 1  | 00 |
| "     | 4  | "  | 1/2 Trip to Delaware        |    | 75 |
| "     | 6  | "  | Horse and buggy to Delaware | 1  | 00 |
| "     | 7  | "  | " " " " " "                 | 1  | 00 |
| "     | 8  | "  | Stove from Delaware         |    | 50 |
| "     | 10 | "  | Hack fare to Delaware       |    | 50 |
| "     | 10 | "  | Horse and buggy to Delaware | 1  | 00 |
| "     | 13 | "  | Cigaretts                   |    | 25 |

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| Month     | Day | To  | Amount |
|-----------|-----|---|--------|
| Oct       | 15  | To Cigarettes                               | 25     |
| Nov       | 1   | " Hack to Delaware                          | 50     |
| "         | 12  | " Horse and buggy all day                   | 1 50   |
| "         | 12  | " Cigarettes                                | 25     |
| "         | 16  | " Horse and buggy to Marysville             | 1 50   |
| "         | 17  | " Horse and buggy to Ostrander              | 1 00   |
| "         | 22  | " Horse and buggy to Richwood               | 1 00   |
| Dec       | 1   | " " " " " "                                 | 1 00   |
| "         | 4   | " " " " " " Marysville                      | 1 50   |
| "         | 5   | " " " " " " Richwood                        | 1 00   |
| "         | 17  | " " " " " " Marysville                      | 1 50   |
| 1895 Jan  | 7   | " " " " " " Richwood                        | 1 00   |
| "         | 8   | " " " " " " "                               | 1 00   |
| "         | 10  | " " " " " " Richwood & Marysville           | 2 00   |
| "         | 22  | " " " " " " Richwood                        | 1 00   |
| "         | 29  | " " " " " " Delaware                        | 1 50   |
| "         | 30  | " " " " " " Richwood                        | 1 00   |
| Feb       | 13  | " Horse and Sled                            | 25     |
| "         | 20  | " Wagonette                                 | 50     |
| "         | 25  | " "   | 50     |
| "         | 27  | " Horse and buggy to Ostrander              | 1 50   |
| Mar       | 1   | " " " " " " Richwood                        | 1 00   |
| "         | 8   | " " " " " " "                               | 1 00   |
| "         | 24  | " " " " " " "                               | 1 00   |
| "         | 29  | " Wagonette                                 | 50     |
| April     | 1   | " Horse and buggy to Richwood               | 1 00   |
| "         | 4   | " " " " " " "                               | 1 00   |
| "         | 8   | " " " " " " "                               | 1 00   |
| "         | 9   | " Hack                                      | 50     |
| "         | 13  | " Horse and buggy to Marysville & Ostrander | 2 00   |
| "         | 16  | " " " " " " Richwood                        | 1 00   |
| "         | 17  | " " " " " " "                               | 1 00   |
| "         | 18  | " " " " " " Marysville                      | 1 50   |
| "         | 30  | " " " " " " "                               | 1 50   |
| May       | 3   | " " " " " " Richwood                        | 1 00   |
| "         | 4   | " Round Trip to and from Delaware           | 75     |
| "         | 10  | " Horse and buggy to Ostrander              | 1 25   |
| "         | 17  | " " " " " " Painesburg                      | 75     |
| "         | 20  | " " " " " " all day                         | 2 00   |
| "         | 21  | " " " " " " to Delaware                     | 1 50   |
| June      | 8   | " " " " " " Richwood                        | 1 00   |
| "         | 12  | " " " " " " "                               | 1 00   |
| "         | 13  | " Round Trip to Delaware - Frank W. W.      | 50     |
| "         | 22  | " " " " " " " "                             | 50     |
| "         | 25  | " " " " " " " "                             | 50     |
| July      | 1   | " Horse and buggy to Richwood               | 1 00   |
| "         | 3   | " " " " " " Marysville                      | 1 50   |
| "         | 5   | " " " " " " Painesburg                      | 75     |
| "         | 17  | " Hack fare to Delaware & return            | 50     |
| Total Dr. |     |   | 61 75  |

|       |    |                         |    |    |
|-------|----|-------------------------|----|----|
| 1895  |    | Cr.                     |    |    |
| March | 21 | By Cash to J.H. Trickey | 10 | 00 |
| "     | 30 | " " " " " "             | 5  | 00 |
|       |    | Total Cr.               | 15 | 00 |
|       |    | To balance due          | 46 | 75 |

Verdict  
Entry  
6968

There is due and remaining unpaid upon said account from said defendant to said plaintiff the sum of Forty Six & 75/100 Dollars, with six per cent. interest thereon from July 17<sup>th</sup>, 1895.

Plaintiff therefore asks judgment against defendant for said sum of Forty Six & 75/100 Dollars, with six per cent. interest thereon from July 17<sup>th</sup>, 1895.

John M. Brodick  
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

M. M. Trickey, the plaintiff being sworn makes oath that the facts stated in the foregoing petition are as affiant believes, true.

Mrs. M. M. Trickey.

Sworn to by said M. M. Trickey, before me and signed by her in my presence this 29<sup>th</sup> day of July, 1896.  
J. P.

On the 9<sup>th</sup> day of September A.D. 1897, the following answer was filed with the clerk of this Court, to-wit:

Answer  
6968

M. M. Trickey  
vs  
Elizabeth Wirc  
Court of Common Pleas  
Union County, Ohio.

The defendant herein now comes and for her answer herein says:

She denies that she is indebted to the plaintiff, and says that the account set forth in the petition herein is an account of Frank Wirc for which she is in no way bound to satisfy.

The defendant says, in March, 1895, she fully paid to the plaintiff all of her then indebtedness, and has not since said date made any further indebtedness with the said plaintiff.

Wherefore this defendant asks to recover her costs herein and go hence without day.

By Geo. E. Byers  
Attorneys for Defendant.

State of Ohio, Union County, ss.

Elizabeth Wirc, being first duly sworn says the facts stated and allegations contained in her foregoing answer are as she believes true.

Elizabeth Wirc.

Sworn to before me and signed in my presence this 4<sup>th</sup> day of September 1897.

Seal

A. H. Kollefrath, Notary Public.

Protim.  
6968

Entry  
6968



the motion of the defendant for a new trial, and the same was argued by counsel and submitted to the Court.

On consideration whereof the Court do overrule said motion.

It is therefore considered by the Court, that the said plaintiff recover from the said defendant the said sum of Fifty Two and 7/100 Dollars, as heretofore found due her, together with her costs herein expended.

In all of which decisions and judgments of the Court the defendant then and there accepts.

Approved  
J. Dow  
Judge.

Attest,  
J. M. Gosnell  
Clerk

By Jno. A. Gosnell, Deputy.

Petition  
6456

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Pleas continued and held at the Court House in Marysville, within and for the County of Minn, 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 6th 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 10th day of December A. D. 1893, Martha J. Hanniman Kinget Hanniman filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Alfred Davis to-wit:

Petition  
6456

Martha J. Hanniman  
Kinget Hanniman  
vs  
Alfred Davis Ed  
James Guy

Court of Common Pleas  
Minn County, Ohio.

The said Kinget Hanniman as agent for Martha J. Hanniman, plaintiff complains of the said defendant for that the said plaintiff is the owner of the following goods and chattels;

One top buggy, Mansfield make, and is entitled to the immediate possession of thereof, and that the said defendant wrongfully and unjustly detains in his possession the said goods and chattels and from the said plaintiff.

And the said plaintiff further avers that the said defendant did so wrongfully detain the possession of said goods and chattels for the space of thirty days next before the commencement of this action and wholly deprived the said plaintiff of all use and benefit thereof during all of said time to the damage of said plaintiff in the sum of \$50.00.

Wherefore the said plaintiff prays a judgment against the said defendant for the said sum of \$50.00, his damages sustained by reason of such unlawfull detention.

Martha J. Hanniman  
By Kinget Hanniman  
her Agent,

The State of Ohio, Minn County ss.

The said plaintiff Kinget Hanniman being by me duly sworn says that the facts stated and allegations set forth in the foregoing petition are true as he verily believes.

Kinget Hanniman,

Sworn to before me and subscribed in my presence this 2nd day of December A. D. 1893,

H. M. Hall

Justice of the Peace.

On the 10<sup>th</sup> day of September A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 6456  
Martha J. Harriman, by  
Winifred Harriman, Agent,  
vs.  
Alfred Davis and  
James Guy

Court of Common Pleas  
Union County, Ohio.

This day came the plaintiff by his attorneys, and the defendant being in default for answer and demurrer, the Court find upon the petition and evidence, that at the commencement of this action the plaintiff Martha J. Harriman was the owner of the property mentioned in the petition, and that she had the right of possession thereof, and that the defendants unlawfully withheld the same, and that by reason of the premises the plaintiff is entitled to recover his damages from said defendants.

And on motion of said plaintiff it is ordered that the case be sent to a jury, that upon their inquiring her damages may be assessed.

And now this cause came on to be heard upon inquiring of damages for the plaintiff as heretofore ordered by the Court, and thereupon came the following named persons as jurors, to-wit:

D. W. Freshwater, Benj. Carter, E. W. Moore, B. L. Robinson, Jay S. Rogers, A. E. Copper, Simon Staley, John C. Harriman, Lewis Baker, Samuel Barnet Sterling Coons and Mrs. Biddle, who were duly impanelled and sworn according to law.

And thereupon after hearing the evidence, argument and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation.

And now comes said jury in open Court with their verdict in writing signed by their foreman and say;

We, the jury in this case being duly impanelled and sworn do find that at the commencement of this action the plaintiff was entitled to the possession of the property described in the petition, and that the defendants unlawfully detained the same, and we do assess the damages of the plaintiff against the defendants by reason of the premises at Five Dollars.  
A. E. Copper Foreman.

Entry 6456  
Martha J. Harriman by  
Winifred Harriman, Agent,  
vs.  
Alfred Davis and  
James Guy

Court of Common Pleas  
Union County, Ohio.

The jury in this action having upon an inquiring of damages for the plaintiff assessed the same against the defendants at Five Dollars.

Motion  
7367



It is therefore considered by the Court that the plaintiff, Martha J. Harriman recover from the defendants, Alfred Davis and James Guy the said sum of Five Dollars or found due, together with her costs herein expended taxed at \$ and that the defendants pay the costs made by them and execution is awarded therefor.

Allert  
J. M. Hosnell  
Clerk  
By Geo A. Hosnell Deputy.

Pleas continued and held at the Court House in Mansfield, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Jerome Dow, Judge of said Court, of the Term of September, 1897, on the 6<sup>th</sup> day of September in the year of our Lord One Thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore 1897, on the 12<sup>th</sup> day of May A. D. 1897, Frank O. Penny filed in the Clerk's Office of the said Court of Common Pleas, the following Motion, to-wit:

Motion  
7367

Frank O. Penny  
vs  
The Village of Richwood  
Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff herein and moves the Court for leave to file a petition in error in this cause seeking to reverse and set aside a certain judgment against him rendered by the mayor of said Village on the 22<sup>nd</sup> day of March, 1897, for the reason that said Mayor erred in overruling said plaintiffs motion to quash the affidavit on which said action was founded and in proceeding to try said plaintiff thereon, and in holding the ordinance under which the said affidavit was drawn valid, and in rendering a verdict against the said plaintiff upon the evidence introduced in the trial of said cause.

James E. Robinson  
Attorney for  
Plaintiff in Error.

Writter  
7367

On the 12<sup>th</sup> day of May A.D. 1897, the following Writter was filed with the Clerk of this Court, to-wit:

Frank O. Penney  
vs  
The Village of Richmond

Court of Common Pleas  
Union County, Ohio.

The defendant in error by its attorney hereby waives the service of notice of the time of the application of the plaintiff in error to file a petition in error in the above entitled action and consents to the granting of said application.

J. F. Villar  
Attorney for Dept. in Error.

Petition  
in Error  
7367

On the 13<sup>th</sup> day of May A.D. 1897, the following Petition in Error was filed with the Clerk of this Court, to-wit:

Frank O. Penney,  
vs  
The Village of Richmond

Court of Common Pleas  
Union County, Ohio.

The plaintiff in error now comes and reports to the Court that on the 22<sup>nd</sup> day of March, 1897, in a certain prosecution then pending before Chas. H. Jacobs, Mayor of said Village in said County and state, wherein the defendant in error was the plaintiff and the plaintiff in error was the defendant, the defendant in error by the consideration of said Mayor reversed a judgment against the plaintiff in error, a duly certified transcript of the records and proceedings of said Mayor had in said premises taken from his docket is hereto attached marked "Exhibit A" and made a part of this petition in error.

Plaintiff in error avers that there is manifest error in the record and proceedings of said Mayor in this, to-wit:

The said Mayor erred in overruling his motion to quash the affidavit in said prosecution filed and in refusing to discharge him from said prosecution.

He further erred in proceeding to try said cause upon said affidavit and in pronouncing judgment against plaintiff in error as shown by said record.

He further erred in sustaining the legality and constitutionality of sections 111 & 112 of the ordinance as set forth in the said Exhibit A, and in pronouncing judgment against the plaintiff in error under it.

He further erred in pronouncing judgment against the defendant in error upon the evidence as set forth in said Exhibit A.

Judgment was given in said proceedings for the defendant in error when according to the law and the evidence it should have been given for the plaintiff in error.

Entry

Wherefore the plaintiff in error prays that he may have leave to file this his petition in error in this Court, and when the matters and things of which complaint is herein made shall by this Court be fully heard, he prays that said judgment and proceedings of said Mayor may be reversed, vacated and set aside and that he may be restored to all things which he has lost by reason thereof.

James E. Robinson  
Attorney for Plaintiff in Error.

Exhibit A

Transcript from Criminal Docket.

The State of Ohio vs Frank O. Penny  
The State of Ohio, Union County.  
The Village of Richmond.

Before me, C. H. Jacobs, Mayor of said Municipal Corporation in said County. Complaint No. 63 made this 3<sup>rd</sup> day of March A. D. 1897, by W. M. Wood, who being duly sworn, saith that on or about the 28<sup>th</sup> day of February A. D. 1897, at the Municipal Corporation and County aforesaid, one Frank O. Penny being the owner and keeper of a place where intoxicating liquors are sold at retail, situate in said Village of Richmond, said place not being a regular drug store that sell only on prescription issued in good faith by reputable physicians in active practice, or for exclusively known mechanical pharmaceutical or sacramental purposes, did make, and permit to be made sales of intoxicating liquors in said place, in a room thereof that is not a front room and is not adjacent to and abutting upon any street and in the lower ground floor front room of said place, being the only room thereof adjacent to and abutting upon a street-did place, maintain and permit to remain screens, partitions and other obstructions that prevented a clear view being had into all parts of said room from the street in front of the same; all of which is in violation of a certain ordinance of said Village for such cases made and provided.

Signed W. M. Wood

Sworn to before me this 3<sup>rd</sup> day of March 1897,  
C. H. Jacobs  
Mayor.

On the 13<sup>th</sup> day of May A. D. 1897, the following Entry was filed with the clerk of this Court to-wit:  
Entry Frank O. Penny vs The Village of Richmond  
Count of Common Pleas Union County, Ohio

Leave granted upon motion to file petition in error.  
James E. Robinson Atty for P. in error.



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Pleas continued and held in Marysville, at the Court House in said Village, 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 6<sup>th</sup> day of September, in the year of our Lord, One thousand Eight hundred and Ninety Seven.

Be it remembered that herebefore to-wit, on the 13<sup>th</sup> day of March A. D. 1897, The Incorporated Village of Marysville, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against The Cleveland, Cincinnati, Chicago and St. Louis Railway Company, to-wit:

|   |  |
|---|--|
| Petition<br>7331<br>The Incorporated Village<br>of Marysville<br>vs.<br>The Cleveland, Cincinnati,<br>Chicago & St. Louis Railway<br>Company. | Court of Common Pleas<br>Union County, Ohio. |
|---|--|

The plaintiff, the Incorporated Village of Marysville, says it is, and at the time mentioned hereinafter was, an incorporated Village in the County of Union, in the State of Ohio:

That the defendant is, and at the time hereinafter mentioned was, an incorporated Railway Company owning, managing and controlling the Cleveland, Cincinnati, Chicago and St. Louis Railway which is constructed through said Village and County, and operated by defendant in conducting a general railway business in carrying freight and passengers over said road.

That said railway within said Village crosses the following streets thereof, among others, to-wit: Maple Street, the London road, Plum Street, Chestnut Street, Oak Street and the New California and Marysville gravel road; all of which are public highways in said Village, for the use of the public travel;

That on or about the 4<sup>th</sup> day of June, 1896, the Council of the Village duly passed its Village ordinance providing, that said Council deemed it necessary to have said crossings of said Streets and roads with said railway within the said Village lighted, and in same ordinance provided the manner in which the same should be lighted, and the style of lamp posts, electric lights and fixtures and the time such lights should be provided according to law, viz:

That one electric arc light of 2000 candle power be placed at each of said crossings, of the style and with poles and fixtures the same as the are lights there erected and used in the streets of the said Village,

to be erected along the line of said railway, at said crossings, and to be kept lighted the same hours as are required by said village for lighting its streets, viz: from dark in the evening until one o'clock in the morning each twenty-four hours and according to the moon light schedule, and upon all cloudy nights until the hour of one o'clock A. M. and which ordinance provided also that said railway company do said lighting within twenty days after it should be duly notified of such requirement by a copy of said ordinance, and in default thereof that said plaintiff would light the same at defendant's expense, which ordinance was duly published, and the defendant on or about the 10<sup>th</sup> day of June, 1896, was duly served with a copy of said ordinance, but notwithstanding said ordinance and said notice, defendant refused to comply with said requirement and said notice, and neglected and oversaw both neglected and refused to light said crossings or either of them according to the said requirements, or in any other manner whatever.

That after said defendant had received said notice of said ordinance and more than twenty days thereafter, viz: July 31, 1896, the plaintiff entered into a contract with the Water and Light Company of the said village for lighting its streets, whereby said Water and Light Company agreed with the plaintiff to light said crossings in the manner aforesaid and as required by said ordinance for and in consideration of the sum of Seventy-seven and 5/100 Dollars for each light per annum payable one-fourth at the end of each three months from the commencement of its lighting under said contract to-wit: the 31<sup>st</sup> day of July, 1896, and in pursuance of said contract said Water and Light Company has lighted said crossings according to the terms of said contract ever since July 31, 1896, and for which plaintiff became and is liable to pay to said Water and Light Company said sum quarterly.

That defendant having refused to light said crossings or to pay said sum due at the end of the first three months, there became due to plaintiff from defendant said sum for the first three months lighting, to-wit:

On the 31<sup>st</sup> day of October, 1896, the sum of One Hundred and Sixteen and one-fourth Dollars, which defendant through often requested to pay with refusal and hath neglected to pay:

That on or about the 14<sup>th</sup> of December, 1896, said village Council duly enacted another ordinance which was duly published, which provided the ways and means whereby said expenses might and should be assessed and collected and their payment enforced

according to the laws for that purpose provided, viz:  
 It was therein ordained and provided that  
 said defendant is required to pay to said village said  
 expense of said lighting at the rate of Seventy Seven and  
 one-half Dollars per annum for each of said six lights  
 payable one-fourth at the end of each three months from  
 the commencement of said lighting under said contract  
 and the said sum at the end of each of said quarters  
 shall become due from said Railway Company to said village  
 and is hereby made a lien to be enforced as any other  
 lien upon all the real estate of said Railway Company,  
 or leasehold interests situate or being in said County  
 of Union and by any means provided by law and  
 by sections No. 2498 and 2499 of the revised Statutes of  
 Ohio, "whenever said expense became and is a lien on  
 all the real estate, right of way, iron rails, side tracks,  
 depot grounds and other property now occupied and  
 used and owned by defendant in said County of Union."

The plaintiff prays process on defendant,  
 and that it have judgment against defendant for  
 the sum of One Hundred and Sixteen and one-fourth  
 Dollars due for the first quarter of said lighting  
 with interest from the time it became due viz; from  
 the 31<sup>st</sup> day of October, 1896.

And further that said lien be enforced and  
 so much of said real estate and leasehold estate &c.  
 be sold as may satisfy such judgment.

Further plaintiff says that on the second quar-  
 ter ending Jan'y. 31<sup>st</sup>, 1897, there is also due plaintiff  
 from said defendant for said lighting from October  
 31<sup>st</sup>, 1896, to Jan'y 31<sup>st</sup>, 1897, the further sum of One  
 Hundred and Sixteen and 2/100 Dollars with interest from  
 Jan'y. 31<sup>st</sup>, 1897, which through after requested the defendant  
 hath refused and neglected to pay, and therefore plain-  
 tiff prays judgment for said sum and interest and  
 for an order of sale as prayed for in regard  
 to the said first sum due.

James W. Robinson  
 Attorney for Plaintiff.

The State of Ohio, Union County ss.

James W. Robinson, being duly  
 sworn doth depose and say, he is the attorney of the  
 plaintiff in the foregoing cause, and that the allegations  
 of the foregoing petition are true as he believes, and  
 that he is duly authorized to verify said petition on  
 behalf of said plaintiff, the Incorporated Village of Marysville.  
 J. W. Robinson.

Subscribed and sworn to before me and signed in my presence  
 by J. W. Robinson, this 13<sup>th</sup> day of March, 1897.  
 Geo. A. Cornell Deputy Clk.

Receipt.

To the Clerk of said Court;  
 I have Summons for the defendant according to law to the Sheriff of Union County, Ohio, in the above named cause and endorse "petition to recover from the lighting of Streets crossings of Marysville for two quarters from July 31, 1896 to Oct. 31, 1896, \$116<sup>25</sup>, and from Oct. 31, to Jan. 31, 1897, \$116<sup>25</sup>, with interest on \$116<sup>25</sup> from Oct. 31, 1896, and on \$116<sup>25</sup> from Jan. 31, 1897 and to enforce lien for the payment of the same.

J. W. Robinson  
 Attorney for Plaintiff.

March, 13, 1897.

Entry  
7331

Summons.

On the 13<sup>th</sup> day of March A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of the County of Union - Greeting:

We command you to notify, The Cleveland, Cincinnati, Chicago and St. Louis Railway Company, that said Company has been sued by the Incorporated Village of Marysville, in the Court of Common Pleas, of Union County, and that unless said Company answer by the 10<sup>th</sup> day of April, A.D. 1897, the petition of said the Village of Marysville against said Company filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 22<sup>nd</sup> day of March, A.D. 1897.

Seal

Witness my hand and the seal of said Court, this 13<sup>th</sup> day of March A.D. 1897.

J. V. Gornall Clerk

By Geo. A. Gornall Deputy.

Dismissed  
7331

Sheriff's Return

Afterward on the 16<sup>th</sup> day of March A.D. 1897, the Sheriff of said County returned said Summons to the Clerk's office in said County, which return is as follows:

|               |    |                   |
|---------------|----|-------------------|
| Sheriff's Fee | 25 | The State of Ohio |
| Service       | 25 | Union County, ss. |
| mileage       | 16 |                   |
| Copy          | 15 |                   |
| Return        | 25 |                   |
| Total         | 81 |                   |

Sheriff's Return.

Received this writ March 13, A.D. 1897, at one O'clock P. M. and pursuant to its command on the 13<sup>th</sup> day of March A.D. 1897, I served the same by a true and certified copy of this writ with all of the endorsements thereon to G. F. Foley, personally, ticket agent of the within named defendant Railroad Company, who has charge of the ticket office, situate in said County, the President of said Company having no residence or place of business in said County, the principal business office of said Company not being kept in said County.

J. Ed Robinson Sheriff.

Indorsed "To recover for the lighting of Street crossings of Marysville, for two quarters, from July 31, 1896 to Oct. 31, 1896,

Entry  
7331



defendant  
County, Ohio,  
to receive  
mill for  
\$116.25, and  
on \$116.25,  
31, 1897 and  
plaintiff.

\$116.25, and from Oct. 31, 1896, to Jan. 31, 1897, \$116.25,  
with interest on \$116.25 from Oct. 31, 1896 and on \$116.25  
from Jan. 31, 1897, and to enforce lien for the payment  
of the same.

Entry  
7331

On the 7<sup>th</sup> day of September, A.D. 1897, the following  
Entry was filed with the Clerk of this Court, to-wit:  
The Incorporated Village  
& Marysville,

Court of Common Pleas  
Union County, Ohio.

The Cleveland, Cincinnati,  
Chicago and St. Louis  
Railway Company

This day on motion of defendant it  
has leave to withdraw its answer filed in said  
cause, and to file a general demurrer to the petition  
of plaintiff, same to be filed instant.

Approved,

Robinson E. Woodburn for Plff.  
Porter Ed Porter for Def.

Summons

Cleveland, Cin

that said

Village of

Union County,

the 10<sup>th</sup> day

Village of

the Clerk's

as true,

Summons

of said

ch. A. D. 1897.

all Clerk

well Deputy.

1897, the

the Clerk's Office

13, A. D. 1897,

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and the

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personally,

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te in said

no residence

icipal business

County.

e Sheriff.

red crossings

to Oct. 31, 1896,

Demurrer  
7331

On the 7<sup>th</sup> day of September A. D. 1897, the following De-  
murrer was filed with the Clerk of said Court, to-wit:

The Incorporated Village  
& Marysville

Court of Common Pleas  
Union County, Ohio.

The Cleveland, Cincinnati,  
Chicago and St. Louis  
Railway Company

Now comes the defendant and demur-  
er to the petition of plaintiff, and for ground of de-  
murrer said.

II. Said petition does not state sufficient  
to constitute a cause of action against the defendant.

Porter Ed Porter

Attorneys for Defendant.

Entry  
7331

On the 15<sup>th</sup> day of September A. D. 1897, the following Entry  
was filed with the Clerk of said Court, to-wit:

The Incorporated Village  
& Marysville

Court of Common Pleas  
Union County, Ohio.

The Cleveland, Cincinnati,  
Chicago and St. Louis  
Railway Company

This day came on this cause to be  
heard by the Court on the demurrer of the defendant  
and to the petition of the plaintiff.

Whereupon the Court being fully advised in  
the premises doth overrule said demurrer to which ruling

and decision of the Court the defendant then and there excepted, and thereupon defendant asked and obtained leave to file his said answer forthwith and said leave was granted by the Court.

Porter & Porter.

On the 1<sup>st</sup> day of June A.D. 1897, the following answer was filed, and afterward withdrawn, and on the 15<sup>th</sup> day of September of the same year was, by leave of the Court, refiled with the clerk of said Court as follows, to-wit:

Answer.  
7391

The Incorporated Village  
& Mayville

The Cleveland Cincinnati,  
Chicago & St. Louis  
Railway Company

Court of Common Pleas  
Union County, Ohio.

The defendant answers to the petition of plaintiff and says:

I. That the said ordinance of said Village provides for arc lights of two thousand candle power, and permits no other kind of lights, and gives the defendant Company no discretion as to any other sufficient light, and defendant denies the power of said Village to require, as it has done, a particular kind of electric lights, and defendant denies the power of said Village to require more than a light of sufficient power to sufficiently light the crossings, and should leave the defendant Company to provide such electric, or other sufficient lights, as it might prefer.

II. These arc lights suspended as they are by said Village, about 25 feet immediately above the rail-road track at every street crossing by the defendant Company in said Village, to-wit: Six Street crossings, is an element of danger to citizens and travelers crossing said rail-road after dark.

The greater brilliancy of said lights shining in the face and eyes of the engineer blinds him, obscures the beams of light from the locomotive headlight, prevents his clear observations of objects at, or around and near these crossings, interferes with his view of switch lamps, telegraph signals, signal lights &c. making these lesser lights more indistinct, and tends to obscure as aforesaid even the headlight of the locomotive itself.

That a less expensive light, and fewer lights would be more safe and efficient in running trains after dark.

Therefore defendant denies that said lights are of any benefit to defendant in running its trains, but on the contrary avers that said arc lights are dangerous to citizens and travelers for said reasons.

III. The defendant company further answering says that it runs no passenger trains after dark to, or through said village of Marysville, and did not run any passenger trains after dark through said village during any part of the year 1896, or during any part of the year 1897, and on freight or other train runs after dark through said village, and has not or run during the year 1896, or the present year, except one through freight which goes east at 7:20 P. M. which is before dark during a large part of the year, and one through freight which goes south at 9:12 P. M. and after the hour of 9:12 P. M. defendant says it runs no train through said village in the night season. Therefore defendant avers that it is unlawful, inequitable and unjust to require it to light any of said crossings during any part of the night after 9:12 P. M.

that it is unlawful and unjust to require it to light its road when it is running no trains on the same.

IV. This answering defendant further says that the plaintiff neither owns, or controls any light plant, but it has contracted with the said Marysville Light and Water Company, which is an organized electric company of Marysville, Ohio, to light the streets of said village with forty arc lights, each of two thousand candle power, which lights are paid for at the rate and price of \$77.50 per light annually by taxation on all the taxable real and personal property in said village, including that of this defendant.

That the taxable value of the defendant company's property in said village, real and personal, and on which it pays taxes is \$23,410. On this amount the rail road company pays its proportion of all the Marysville corporation tax, which in 1896, and in 1897, was the full limit, to-wit: ten mills on the dollar.

The proportion assessed by the Council to pay the said light and water company was for 1896, five and eight-tenths mills on the dollar, and for 1897, five mills on the dollar.

The proportion of said tax being fixed by said Council for both light and water together.

The defendant company therefore already pays its full share in common with the citizens and property-holders of said village of said light assessment, to-wit: it pays on the light and water assessment alone annually the sum of \$135.77.

Therefore the defendant company avers that the requirement that the said defendant put up at every street where it is crossed by said railroad are arc light making

pay such lights, and assess said company alone for said  
 city lights the same amount per light to-wit: \$77.50 per  
 annum, so is now assessed and paid per light, by  
 all the property holders in said village, including that of  
 this defendant, is unequal, unjust, inequitable and not  
 uniform, and defendant denies that the plaintiff has the  
 power so to do, and says that an ordinance which so  
 requires is illegal and void.

V- The defendant company further avers, saying,  
 says that the ordinance of said village which provides for,  
 and requires said lighting also provided that if the  
 defendant failed or neglected to light its said rail-road  
 within twenty days after service of copy of ordinance as  
 provided by said ordinance, that then, the light and water  
 committee of said Council was thereby authorized and  
 directed to make a contract (subject to the approval of  
 this Council) with some other company, or party to do said  
 lighting and report the same to the Council with terms  
 and expense of doing same in order that the Council  
 may, by proper ordinance, provide for collecting the said  
 expense of lighting said rail-road crossings, and assessing  
 the same against said rail road company.

This defendant avers that said committee made  
 no report of this said contract with the light and  
 water company to the Council until the 14<sup>th</sup> day of  
 December, 1896, and at which date the Council confir-  
 med said report, and passed an ordinance, reciting  
 in substance that said contract for lighting had  
 been made, and that thereby said village had bound  
 itself by said agreement to pay for said lighting at  
 the price of \$77.50 per light per annum, and that there-  
 fore said defendant company is required to pay to  
 the treasurer of said village at the rate specified in  
 said agreement to-wit: \$77.50 per light annually to be paid  
 quarterly &c. and that the expense thereof under said  
 agreement shall be assessed upon, and collected from  
 the said rail-road company as the same becomes due  
 to said light and water company, and the amount so  
 assessed shall be a debt due against said company,  
 and the same is hereby made a lien to be enforced  
 as other liens on the real-estate of said company, or  
 lease-hold interest or being within the County of Union,  
 and the state of Ohio; the defendant denies that the  
 committee had any power to make any such contract  
 with said light and water company.

This defendant therefore avers that there was  
 no assessment as required by law on the real prop-  
 erty of this defendant, and avers that there was no  
 assessment with reference to the special benefits to the  
 property assessed as the law requires. And defendant says,

that said pretended assessment not being made until said report of said committee was received and confirmed by said council on said day, December 14<sup>th</sup> 1896, defendant avers that the amount so assessed (even if legally or properly assessed, which defendant denies) would not be a debt due against, and payable by defendant until from and after said December 14<sup>th</sup> 1896, and would not be a lien enforceable against the real property of defendant until after said last named date, and therefore defendant denies that any portion of said debt became due until that time, and that if plaintiff is entitled to recover at all, (which plaintiff denies) it can not recover for any of said lighting prior to the 14<sup>th</sup> day of December, 1896.

**VI-** Defendant denies that said rail-road crosses the city streets named, but on the contrary says, that the place designated as the Indian road crossing is not crossed by defendant's road, but that said street at this point runs under said rail-road and through a tunnel, and defendant denies that at this point any light is necessary as a rail road crossing.

**VII-** The defendant further answering admits that said ordinance provides that the defendant shall do said lighting within twenty days after it is notified of such requirements by service upon it of a copy of said ordinance and that in default thereof the plaintiff will light the same at defendant's expense; and defendant avers that said twenty days limit is unreasonable time, the time being unreasonably short, illegal and not in accord with the statute providing for such lighting, and said ordinance is therefore unauthorized, illegal and void.

Defendant avers that there is no specified time fixed within which to do said lighting, as said statute requires

statute requires, nor is there any time what can be fixed by said ordinance, on said contract in the light and water company on obtaining within which time said lights are to be kept up and maintained either by said village or this defendant.

Defendant therefore denies the right of plaintiff to recover against defendant for said first quarter's lighting or said second quarter's lighting and for, not for any specific length of time and denies the power of the village to make said contract with the light and water company a power to light by the municipality by such contract, Defendant denies all allegations of said petition not herein admitted.

Defendant having fully answered, asks to be dismissed with its costs.

Cleveland, Cincinnati, Chicago and St. Louis  
Railway Company, by  
Porter Ed Porter Ed John J. Dye,  
Attorneys for Defendant.

E. W. Porter being sworn, makes oath that  
he is one of the attorneys for the defendant herein,  
duly authorized, and that the defendant is a corporation,  
and affiant believes the facts stated in the foregoing  
pleading to be true.

E. W. Porter.

Sworn to by E. W. Porter before me, and signed  
by him in my presence this 12<sup>th</sup> day of June, 1897,  
J. N. Gravel Clerk

Entry  
7331

On the 12<sup>th</sup> day of October A.D. 1897, the following Reply  
was filed with the Clerk of this Court, to-wit:

Reply  
7331

The Incorporate Village  
of Maysville

Court of Common Pleas  
Union County, Ohio.

The Cleveland, Cincinnati,  
Chicago & St. Louis  
Railway Company

The plaintiff now for reply to the defend-  
ant's answer says that not admitting the sufficiency of  
said answer or the materiality of the allegations herein-  
after mentioned, it denies the allegations of the 2<sup>nd</sup> par-  
agraph of said answer as numbered therein that said  
lights are dangerous to citizens and travelers.

It denies the allegations of the 3<sup>rd</sup> paragraph  
of said answer and while not denying that defendant  
has been assessed for taxes on its property as others  
have been on their property for light and water, the  
plaintiff does deny that defendant has been required to  
light all of its crossings and denies that the pay-  
ment of said taxes exempts defendant from lighting  
said crossings made necessary by reason of the said  
road of defendant and denies that such requirement  
is unequal, unjust and unquitable.

It denies that said contract with the light  
Company is or said lighting alleged in the petition  
did not take effect until Dec. 14, 1896, when the ordinance  
was enacted providing for the collection of said expense  
but avers that said contract took effect from the day  
it was made and said lighting commenced under  
it viz: July 31, 1896.

It denies the allegation in paragraph six of  
said answer, that said light is not necessary at the crossing  
of the Ludon road or Court Street, and it denies the allegations of  
paragraph seven as numbered in said answer and prays for judgment and  
order of law.

J. W. Robinson, Atty. for Opp.

The State of Ohio, Union County, ss:

J. H. Robinson being duly sworn says he believes the allegations of the foregoing Reply are true.

Sworn to before me and signed in my presence by J. H. Robinson, this 12<sup>th</sup> day of October, 1897.  
(seal)

J. H. Hosnell, Clerk of Courts.

On the 12<sup>th</sup> day of October A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7331  
The Incorporated Village  
of Mansfield  
vs  
The Cleveland, Cincinnati,  
Chicago & St. Louis  
Railway Company

Cause of Common Pleas  
Union County, Ohio.

This day came on this cause to be heard on the pleadings and evidence and the Court upon full hearing being fully advised in the premises find for the plaintiff against the defendant, and that there is due the plaintiff from the defendant by reason of the premises the sum of One Hundred and Sixteen & 27/100 Dollars, with interest from Oct. 31, 1896, and the further sum of One Hundred & Sixteen & 27/100 Dollars with interest from Jan. 31, 1897, making a total due this 12<sup>th</sup> of Oct. 1897, the sum of Two Hundred and forty Two & 97/100 dollars which is a lien upon the real estate, right of way, iron rails, side tracks, depot grounds and other property known as the Cleveland, Cincinnati, Chicago and St. Louis Railway situate within the County of Union, and being its right of way, iron rails, Rail Road Tracks, side tracks and depot grounds as used by and occupied by said defendant.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant said sum of Two Hundred and forty Two & 97/100 Dollars and its costs herein taxed to \$ , and further the Court order and decree that said lien be enforced and if defendant fail for ten days to pay said judgment and costs and interest, that an order of sale issue according to law, to the Sheriff of this county, commanding him to appraise, advertise and sell said right of way, iron rails, side tracks, depot grounds within said County of Union, or so much thereof as may be necessary to said judgment, costs and interest to all of which defendant excepts any give notice of its intention to appeal to the Circuit Court, and the Court at the defendant's request fixed the appeal bond at One Hundred Dollars.

O. H. - Porter & Porter  
Attys. for Def. Co.  
J. H. Robinson, for Plff.

Attest  
J. H. Hosnell, Clerk  
By J. H. Hosnell, Deputy.

and St. Louis  
by  
J. T. Dye,  
Defendant,  
wrote that  
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a corporation,  
foregoing  
and signed  
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Clerk  
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y, Ohio.  
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iron herein-  
the 2<sup>nd</sup> par.  
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said expense  
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the crossing  
allegations of  
judgment and  
for Plff.

Pleas continued and held at the Court House in Wrayville, 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 6<sup>th</sup> 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 22<sup>nd</sup> day of January A. D. 1897, L. Piper filed in the Clerk's Office of the said Court of Common Pleas, the following petition against William Howard, Administrator of the estate of Asa Bates, deceased, to-wit;

Petition  
72-97

L. Piper  
vs  
William Howard  
Administrator of the  
estate of Asa Bates, dec'd.

Court of Common Pleas,  
Union County, Ohio.

Plaintiff says:

On the 30<sup>th</sup> day of April A. D. 1894, the defendant William Howard was duly appointed and qualified as the administrator of the estate of Asa Bates deceased.

Plaintiff says this his action is founded upon an account for the unconditional payment of money only for professional services rendered as an attorney at the request of said defendant said administrator and of which the following is a copy:

Wrayville, Ohio, Dec. 12<sup>th</sup> 1896.

"William Howard administrator of the estate  
of Asa Bates deceased.

In Account with  
L. Piper Dr.

"1895

|   |                        |   |            |           |
|---|------------------------|---|------------|-----------|
| " | March 23.              | To professional services as attorney,           |            |           |
| " | "                      | in sale of 608 acres of land at public          |            |           |
| " | "                      | sale amounting to \$36,695.25 and assignment of |            |           |
| " | "                      | deeds to widow of said Asa Bates deceased       |            |           |
| " | "                      | in 169 acres of land, with improvements         |            |           |
| " | "                      | thereon appraised at \$15,000.00                | \$569.45   |           |
| " | "                      | Interest on same to Nov. 16 <sup>th</sup> 1896, | \$ 56.95 = | \$626.40  |
| " | Oct. 21.               | General counsel fee for estate,                 |            |           |
| " | "                      | making account, attending sale of               |            |           |
| " | "                      | personal property, making out re-               |            |           |
| " | "                      | port of sales,                                  | \$400.00   |           |
| " | Dec.                   | Cr. by paid                                     | \$50.00    |           |
| " | 1896                   | Cr. by paid                                     | \$50.00    |           |
| " | Sept. 15 <sup>th</sup> |   |            |           |
| " | "                      | Total credits                                   | \$100.00   |           |
| " | "                      |   |            | \$300.00  |
| " | "                      | Interest on same to Nov. 16 <sup>th</sup> 1896. | \$ 19.20   | \$319.20  |
| " | "                      |   |            | \$ 945.60 |

Receipts

Summons.

Shuff's  
Return.



omit House  
in the  
of the State  
of said  
6<sup>th</sup> day of  
light  
to-wit, on  
filed in  
Common Pleas,  
Administrator

Plaintiff further says that the said estate consisted of 777 acres of land valued at \$51,695.00 and personal property valued at \$3,157.85, making a total value of the entire estate, \$54,852.85.

There is due the plaintiff on said account from the defendant, the sum of Nine Hundred Forty five and 60/100 Dollars (\$945.60) which he claims with interest from Nov. 16<sup>th</sup>, 1896. and for which he asks judgment.

J. H. Robinson  
Porter & Porter  
Cameron & Cameron  
Attorneys for Plaintiff.

State of Ohio, Union County, ss.

L. Piper being duly sworn according to law, says that he believes the facts stated and allegations in his foregoing petition to be true.

Sworn to before me by L. Piper and by him subscribed in my presence this the 23<sup>rd</sup> day of January A.D. 1897.  
(seal) J. R. Grosbeck Clerk

To Clerk Common Pleas Court, Union County, Ohio.  
Issue summons in above entitled case, directed to Sheriff of Union County, Ohio, for William Howard, Administrator of estate of Asa Bates deceased. Endorse, "Amount claimed, Nine Hundred Forty Five & 60/100 Dollars (\$945.60) with interest from Nov. 16<sup>th</sup> A.D. 1896."  
Cameron & Cameron  
Offs. Atty.

Receipt

April 22, 1894  
and  
of Asa Bates  
undid upon  
of money  
attorney at  
and  
12<sup>th</sup> 1896.  
the estate

Summons.

On the 23<sup>rd</sup> day of January A.D. 1897, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County.  
To the Sheriff of Union County:  
You are hereby commanded to notify William Howard, Administrator of the estate of Asa Bates, that he has been sued by L. Piper in the Court of Common Pleas of Union County, and must answer by the 20<sup>th</sup> day of February A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment entered accordingly. You will make due return of this summons on the 1<sup>st</sup> day of February, A.D. 1897.

Witness my hand and the seal of said Court, this 23<sup>rd</sup> day of January A.D. 1897.

On the 30<sup>th</sup> day of January A.D. 1897, the Sheriff of said County returned said summons to the Clerk's Office of said County, which return is as follows:

|                |    |      |                   |
|----------------|----|------|-------------------|
| Sheriff's Fee  | \$ | 50   | The State of Ohio |
| Service Return |    | 50   | Union County, ss. |
| Mileage        |    | 1.76 |                   |
| Copy           |    | 15   |                   |
| Total          |    | 2.41 |                   |

Sheriff's Return.  
Received this 25<sup>th</sup> day of January A.D. 1897, at 8 o'clock A.M. and same was delivered by delivering a true and certified copy of this writ with all the

Sheriff's Return.

69.45  
56.95 = \$626.40  
00.00  
19.20 \$319.20  
\$ 945.60

endorsements thereon at the usual place of residence of William Howard on the 27<sup>th</sup> day of January, 1897.

J. Ed Robinson Sheriff.

Endorsed "In action for money, amount claimed \$945.60 with interest from Nov. 16<sup>th</sup> A. D. 1896."

On the 20<sup>th</sup> day of February A. D. 1897, the following Answer was filed with the Clerk of this Court, to-wit:

Answer  
7297

L. Piper  
vs  
William Howard,  
Administrator of  
the estate of Asa  
Batis, deceased

Common Pleas Court  
Union County, Ohio.

Aside from the facts that the defendant is Administrator of the estate of Asa Batis, deceased, and that the services were rendered by the plaintiff as set forth in the petition, which facts are admitted, the defendant admits each and every fact contained in plaintiff's petition, and avers the truth to be, that on or about the day of July, A. D. 1894, the plaintiff entered into an express agreement with the defendant to render the services mentioned in the petition for the sum of One Hundred Dollars (\$100), which sum this defendant has fully paid.

Wherefore defendant prays to go hence with his costs.

Lincoln Ed Lincoln  
By ers Ed By ers  
Attorneys for Defendant.

State of Ohio, Union County, ss.

William Howard, the above named defendant, being first duly sworn deposes and says that the facts stated and avials made in his foregoing Answer are true.

Wm Howard.

Subscribed in my presence and sworn to before me this 20<sup>th</sup> day of February, A. D. 1897.

(seal)

Jno C. Griffith  
Notary Public.

On the 5<sup>th</sup> day of March A. D. 1897, the following Reply was filed with the Clerk of this Court, to-wit:

Reply  
7297

L. Piper  
vs  
William Howard,  
Administrator of  
the estate of Asa  
Batis, Deceased

Court of Common Pleas  
Union County, Ohio.

For his reply to the answer of the defendant, the plaintiff says:

Entry  
7297

Entry  
7297

He denies that he agreed with the defendant to perform the services set forth in the petition for the sum of \$100.00 or for any other sum, and denies that he entered into the express agreement named in the said answer.

Wherefore the plaintiff prays, as he has already prayed in his petition.

Robinson & Woodburn  
Corrier & Corrier &  
Barnum & Barnum  
Attorneys for Plaintiff.

The State of Ohio, Union County, ss.

L. Ripper plaintiff being sworn says, he believes the allegations made in his foregoing reply to be true.

Sworn to before me and signed in my presence this day of February, 1897.

(seal)

L. Ripper  
J. N. Grand Clerk  
By J. A. Russell Deputy

On the 5<sup>th</sup> day of May A.D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Entry  
7297

L. Ripper  
vs  
William Howard  
Administrator of  
the estate of Asa  
Bates, deceased

Court of Common Pleas  
Union County, Ohio.

This day came the parties by their attorneys, also came the following named persons as Jurors, to-wit: F. D. Lowe, A. E. Fingrock, George Weaver, D. W. Sigler, A. W. Merrill, O. W. Wells, John Lillie, Preston Jolly, H. S. Starnes, Joseph Donohoe, Samuel Westlake and S. L. Langhrey; who were duly impanelled and sworn according to law, and the trial proceeded, and after hearing the evidence adduced in part, the hour for adjournment having arrived, this cause was continued until 8<sup>30</sup> o'clock tomorrow morning.

On the 6<sup>th</sup> day of May A.D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Entry  
7297

L. Ripper  
vs  
William Howard  
Administrator of  
the estate of Asa  
Bates Deceased

Court of Common Pleas  
Union County, Ohio.

This day again came the parties by their attorneys; also came the said jury heretofore impanelled and sworn herein, and the trial proceeded; and after

hearing the remaining evidence in part the hour for adjournment having arrived, this case was continued until 8<sup>o</sup> o'clock tomorrow morning.

On the 7<sup>th</sup> day of May A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7297

L. Piper  
vs  
William Howard  
Administrator of  
the estate of Asa  
Bates, deceased

Court of Common Pleas  
Union County, Ohio.

This day again came the parties by their attorneys; also came the jury heretofore impanelled and sworn herein, and the trial proceeded, and after hearing the remaining evidence, and the arguments of counsel in part, the hour for adjournment having arrived, this case was continued until 8<sup>o</sup> o'clock tomorrow morning.

On the 8<sup>th</sup> day of May A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry  
7297

L. Piper  
vs  
William Howard  
Administrator of  
the estate of Asa  
Bates, deceased

Court of Common Pleas  
Union County, Ohio.

This day again came the parties by their attorneys; also came the following named jurors, to-wit: F. D. Love, A. E. Fineprock, George Weaver, G. W. Sigler, A. H. Christie, C. H. Kelso, John Lillie, Preston Jolly, H. S. Tamato, Joseph Donahoe, Samuel Westlake and L. L. Laughrey; who were heretofore duly impanelled and sworn according to law, and the trial proceeded, and the said jury, after hearing the remaining argument of counsel and 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:

That the jury, being duly impanelled and sworn and affirmed, find the issue in this case in favor of the Defendant.  
E. A. Fineprock, Foreman.

On the 11<sup>th</sup> day of May A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

Motion  
7297

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Entry  
7297

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Motion  
7297

L. Piper  
vs  
William Howard  
Administrator of Asa Bates

Court of Common Pleas  
Union County, Ohio.

The plaintiff moves the Court to set aside the verdict of the jury in the above entitled case and grant a new trial, and for grounds of this motion says;

The verdict is not sustained by sufficient evidence, and is contrary to law.

The verdict of the jury is against and contrary to the evidence in the case.

There was error of law arising at and during the trial, and excepted to at the time.

Since the trial the plaintiff has discovered new and material evidence which he could not with reasonable diligence have discovered and produced at the trial.

There was misconduct of the jury which prevented the plaintiff from having a fair trial.

Robinson Ed Woodhouse  
Porter Ed Porter  
Cameron Ed Cameron  
Attorneys for Plaintiff.

On the 13<sup>th</sup> day of September A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry  
7297

L. Piper  
vs  
Wm Howard,  
Administrator etc.

Court of Common Pleas  
Union County, Ohio.

This cause coming on for hearing on the motion of the plaintiff, to set aside the verdict, and for a new trial herein, the Court, on consideration thereof overrules the same.

It is therefore considered by the Court, that the said defendant go hence without day, and recover from said plaintiff his costs herein expended.

Byers Ed Byers  
Attorneys for Defendant.

Attest

J. N. Gosnell  
Clerk

By J. A. Gosnell Deputy.

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 Common Pleas, to-wit; on the 6th 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 14th day of September A. D. 1897, Emma Miller filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Juncey S. Douglass et al, to-wit;

Petition  
7441

Emma Miller  
vs  
Juncey S. Douglass, a minor,  
John Dexter Douglass .. minor,  
Grant A. Douglass .. minor,  
Celesta Douglass, widow of  
David M. Douglass, decd, and  
Jesper Converse, guardian of  
Juncey S. John Dexter, and  
Grant A. Douglass, minors.

Court of Common Pleas  
Union County, Ohio.

Emma Miller, the said plaintiff, by way of petition for partition, respectfully represents to the Court and says that on or about the first day of June 1895, one John Douglass, of the County of Union and State of Ohio, a resident of the Township of Darby, died intestate, seized of an estate in fee simple in the following lands and tenements, situate in said County of Union and described as follows, to-wit: Being part of survey No. 5139, Beginning at an Ash, Hickory and Sugar tree, with corner to survey No. 5139; thence N. 53, E. 46 poles to three hickories; thence N. 37, W. 160 poles to an Ironwood and two hickories; thence S. 53, W. 120 poles to a cherry, sugar and Ironwood, in the original line; thence S. 65 3/4, --- 180 poles to the beginning, containing 87 acres, being part of survey No. 5139.

Also another tract, to-wit; being in Darby Township, Union County, Ohio;

Beginning at a stake in the Sider road and in the easterly line of said survey No. 5005; thence with said line N. 62 1/2, W. 184 1/100 poles, to a stake, white oak and hickory and Elm, center to David Prusk land; thence with his line S. 52 1/2 deg. W. 4 89/100 poles to a stake in the center of said road; thence N. 55, E. 4 89/100 poles to the beginning, containing one half acre more or less.

Also another tract, in the Township of Darby, County of Union and State of Ohio, and in survey No. 5005, - Beginning at a stake in the easterly line of said survey, corner in said line to Isaac S. Olapso's land; thence with said line S. 54 deg. W. 2 1/100 poles to a

state in the center of the Sager Mill Road; thence with the center of said road S. 40 3/4 E. about 4 poles to a stake Northwesterly corner to Lucy an Palen lot; thence with a post and board fence, the recognized westerly line of the said Lucy Palen lot, to the westerly line of said survey No. 5005; thence with the said line N. 63 deg. W. about 22 poles to the beginning, containing three fourths of an acre more or less.

Also another tract in survey No. 5005 in Darby Township, Union County, Ohio:

Beginning at a stake at the corner of the Steam-Sawmill lot (owned by George Glass); thence N. with the survey line to the corner of John Hickmans lot; thence with the line to the center of the Marysville and Pleasant Valley road; thence with the center of said road to the N. W. corner of said Saw-Mill lot; thence with the line of said Saw-Mill lot to the place of beginning, containing 5 acres more or less.

That the said premises descended to the following persons, the children and grand children of the said John Douglass decd, and is now owned by them in the following proportions as copartners or tenants in common, to-wit:

Your petitioner, a daughter of the said John Douglass, an undivided equal one half part of said premises in fee.

And to Quincy S. Douglass, who is a minor, over 14 years of age, and to John Dexter Douglass who is a minor under 14 years old, and to Grant H. Douglass who is a minor under 14 years old, and the legal guardian of whose persons and estate is said Jasper Converse and who resides in said County of Union.

The said minor defendants, being the grand-children of the said John Douglass, decd. and whose father was D. W. Douglass, a son of the said John Douglass, decd.

To said three minors as tenants in common, the one equal undivided one half of said premises, without partition in severalty between them, the said minors.

Your petitioner further represents that said Electa Douglass, is the widow of the said D. W. Douglass, deceased, the son of the said John Douglass decd. and who resides in said County of Union, is entitled to dower in the undivided one half of said premises described, to be set off to said minor children.

Your petitioner further represents that the said John Douglass decd. left a widow, who has since died, to-wit. on the day of November, 1896.

Your petitioner therefore prays that said Quincy S. Douglass, John Dexter Douglass and Grant H. Douglass and Jasper Converse their guardians, and Electa Douglass may be made parties defendant herein, and your petitioner desiring to hold her said interest in severalty, prays

that partition of said premises be made, or if it shall appear that partition can not, without manifest injury, be made, that the same may be sold, or other order taken pursuant to the statute in such cases made and provided.

Robt. McLerry  
Attorney for petitioner.

The State of Ohio, Minn. County, ss.

Emma Miller being duly sworn says that the statements and allegations made in the foregoing petition are true as she verily believes.

Emma Miller

Sworn to by Emma Miller, and signed by her in my presence, this 13<sup>th</sup> day of September, A. D. 1897.

(seal)

James B. Cole  
Notary Public.

Precept

The State of Ohio,  
Minn. County, ss.

Court of Common Pleas

Minn. County, Ohio.

To the Clerk of the Court;

Issue summons to the Sheriff of Minn. County, Ohio, for Quincy S. Douglass, a minor over 14 years of age,-- for John Dexter Douglass, a minor under 14 years of age,-- for Grant H. Douglass a minor under 14 years of age,-- for Electa Douglass and for Jasper Converse, guardian of Quincy S. Douglass, John D. Douglass and Grant H. Douglass, returnable according to law;

Indorse, Petition for partition of Real Estate.

Robt. McLerry  
Attorney for plaintiff

Summons.

On the 14<sup>th</sup> day of September A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Minn. County, ss.

To the Sheriff of said County;

You are hereby commanded to notify Quincy S. Douglass, a minor over 14 years of age; John Dexter Douglass, a minor under 14 years of age; Grant H. Douglass, a minor under 14 years of age; Electa Douglass and Jasper Converse, guardian of Quincy S. Douglass, John D. Douglass and Grant H. Douglass, that they have been sued by, Emma Miller, in the Court of Common Pleas of Minn. County, and must answer by the 16<sup>th</sup> day of October 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 21<sup>st</sup> day of September, A. D. 1897.

(seal)

Witness my hand and the seal of said Court, this 14<sup>th</sup> day of September A. D. 1897,

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

Sherriff's Return

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Afterward on the 18th day of September, A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

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| Sheriff's Fee    | \$ 65 |
| Service & Return | 75    |
| Mileage          | 2 08  |
| Copies           | 75    |
| Total            | 378   |

The State of Ohio  
Union County, ss.

Sheriff's Return.  
Received this writ September 15th A.D. 1897, at 8 O'clock A.M. and served same by delivering a true and certified copy of this writ with all of the within endorsements thereon to John Dexter Douglass, Grant H. Douglass, Electa Douglass and Jasper Converse guardian of Quincy S. Douglass, John Dexter Douglass and Grant H. Douglass personally on September 17th 1897; after diligent search and inquiry Quincy S. Douglass was not to be found within any bailwick.

J. Ed Robinson Sheriff.  
Indorsed "In Action for partition of Real Estate"

Answer of  
Jasper Con-  
verse, Guard,  
7441

On the 27th day of September A.D. 1897, the following Answer of Jasper Converse, Guard, was filed, to-wit:

Quincy S. Douglass,  
John Dexter Douglass,  
Grant H. Douglass  
Electa Douglass and  
Jasper Converse, guard

Court of Common Pleas  
Union County, Ohio.

And now comes Jasper Converse, the legal guardian of the persons and estates of the said defendants Quincy S. Douglass, John D. Douglass and Grant H. Douglass as will more fully appear by a certified copy of his letters of guardianship hereto attached and marked exhibit "A."

And for and on behalf of said wards, this defendant hereby consents, as such guardian to partition of said estate; but he asks that the portion of said estate so partitioned to these said minors, be ordered set off to each of them in severalty.

And this defendant further answering says; that he denies that the said defendant Electa Douglass is entitled to dower in said lands described in plaintiffs petition, and avers that at the death of said Malen Douglass, husband of said Electa Douglass, he was not seized of said lands, or of any estate therein.

Therefore this defendant Jasper Converse, Guardian, as aforesaid, prays for partition in severalty of the one equal one half of said estate, equally between said wards, to-wit; the one equal one sixth part to each one of said minors, and for any and all relief as he may demand or ask in law or equity for said wards.

Robt. McCleary  
Attorney for Defendant.

The State of Ohio, Union County ss.  
 says, that he is the duly qualified and acting guardian for Quincy S. Douglass, John D. Douglass and Grant A. Douglass, minors, and that the facts stated in this answer are as he believes true.

Jasper Converse  
 Sworn to before me and subscribed in my presence by Jasper Converse, this 27<sup>th</sup> day of September, 1897.

E. H. Porter,  
 Notary Public,  
 Union County, Ohio.

Exhibit "A"

Letter of Guardianship.

The State of Ohio,  
 Union County, ss.

To all to whom these presents may come, Greeting:

Know ye, that the Honorable, the Judge of the Probate Court of the County of Union and State of Ohio, has appointed, and by these presents does appoint Jasper R. Converse Guardian of the person and estate of John D. Douglass and Grant A. Douglass, minors, children of David W. Douglass, deceased, fully granting to said guardian all and singular the power necessary and by law required, to enable said guardian fully to do, act and perform all and singular the duties of guardian for the aforesaid minors, according to the statute in such case made and provided.

In testimony whereof, I have hereunto affixed my signature and the seal of said Probate Court, at Mansfield, Ohio, this 7<sup>th</sup> day of September, Anno Domini, one thousand eight hundred and ninety seven.

James W. Campbell  
 Probate Judge.

The State of Ohio,  
 Union County, ss.

I, James W. Campbell, Judge and Clerk ex-officio of the Probate Court in and for said County, do hereby certify that the foregoing is a full and true copy of the original Letter of Guardianship issued by said Court to Jasper R. Converse as guardian of said minors therein named.

And that said Jasper R. Converse, on the 7<sup>th</sup> day of September A. D. 1897, in said Court, accepted said appointment, and gave bond, according to the laws of the State of Ohio, and that he is now the lawful guardian of said minors.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said

Court at Marysville, Ohio, this 5th day of  
September A. D. 1897.

(seal)

Jamso McCampbell  
Probate Judge and Et-officio  
Clerk of the Probate Court.

Exhibit "A."  
Letters of Guardianship.

The State of Ohio,  
Union County, ss. ||

To all to whom these presents may come, Greeting:

Know ye, that the Honorable, the Judge of the Probate  
Court of the County of Union and State of Ohio, has ap-  
pointed, and by these presents does appoint Jasper R. Converse  
Guardian of the person and estate of Luricy J. Douglass,  
minor child of D. W. Douglass, deceased, hereby Granting  
to said Guardian all and singular the power necessary  
and by law required, to enable him fully to do, act  
and perform all and singular the duties of Guardian for  
the aforesaid minor, according to the statute in such case  
made and provided.

In testimony whereof, I have hereunto affixed my  
Signature and the seal of said Probate Court  
at Marysville, Ohio, this 21st day of  
September, A. D. 1894.



Jamso McCampbell  
Probate Judge

The State of Ohio,  
Union County, ss. ||

I, Jamso McCampbell, Judge and Clerk et-  
officio of the Probate Court in and for said County,  
do hereby certify that the foregoing is a full and true  
copy of the original letters of guardianship issued by  
said Court to Jasper R. Converse, as guardian of said  
minor therein named.

And that said Jasper R. Converse on  
the 21st day of September A. D. 1894, in said Court,  
accepted said appointment, and gave bond, according to the  
laws of the State of Ohio, and that he is now the  
lawful Guardian of said minor.

In witness whereof, I have hereunto  
Subscribed my name and affixed  
the seal of said Court, at Mary-  
sville Ohio, this 5th day of  
October A. D. 1897.

(seal)

Jamso McCampbell  
Probate Judge Et  
Et-officio Clerk of  
The Probate Court

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7441

On the 4<sup>th</sup> day of October, A. D. 1897, the following warrior was filed with the clerk of this Court, to-wit:

Emma Miller  
vs  
Quincy S. Douglass et al  
Court of Common Pleas  
Union County, Ohio.

I hereby waive all questions as to time and ask that order may be at once taken in the above case.

Jasper R. Comorse, as  
Guardian of  
Quincy S. John D. &  
Grant H. Douglass, minors.

Part of  
Partition.

Entry  
7441

On the 5<sup>th</sup> day of October A. D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Emma Miller  
vs  
Quincy S. Douglass,  
John D. Douglass,  
Grant H. Douglass,  
Elida Douglass, widow of  
David M. Douglass decd. &  
Jasper Comorse, guardian  
of Quincy S. Douglass,  
John D. Douglass &  
Grant H. Douglass, minors.  
Court of Common Pleas  
Union County, Ohio.

This cause came on to be heard upon the petition, the answer of the guardian of said minor defendants, the warrior of said guardian and the pleadings and record in this cause, 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 and pendency, and demand of said action against them, as required by law, and that the said plaintiff hath a legal right and estate in the 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 Robert McLernon, attorney for the plaintiff, that by the oaths of Charles Kenney, Albert Adams and John Adams, judicious, disinterested freeholders of the vicinity, upon actual view of the premises, that partition be made of said lands, in following proportions, to-wit:

To Emma Miller, the plaintiff, one equal half part thereof, and to the said Quincy S. Douglass, John D. Douglass and Grant H. Douglass each, the one equal one third part of the remaining half thereof, in severally, if the same can be done without manifest injury to

the value thereof, and if not, that said premises be appraised at the true value thereof 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 partition to be made accordingly.

Writ of Partition.

On the 8<sup>th</sup> day of October A. D. 1897, the following Writ of Partition was issued to the Sheriff of said County of Union, The State of Ohio,

Union County, ss. 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) between Emma Miller the plaintiff, and Quincy J. Douglass, et al the defendants, you are hereby commanded, that by the oaths of Charles Kennedy, Albert Adams and John Adams, 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: being a part of Survey No. 5139, and described as follows:

Beginning at an Ash, Hickory and Sugar Tree, south corner to survey No. 5139; thence N. 53. E. 46 poles to three Hickories; thence N. 37. W. 160 poles to an Ironwood & two Hickories; thence S. 53. W. 120 poles to a Cherry, Sugar & Ironwood in the original line; thence S. 65<sup>3</sup>/<sub>4</sub> -- 180 poles to the beginning, containing 87 acres, being part of Survey No. 5139.

Also another tract, to-wit: being in Darby Township, Union County, Ohio:

Beginning at a stake in the Sider road and in the easterly line of said Survey No. 5005: thence with said line N. 62<sup>1</sup>/<sub>2</sub>. W. 18<sup>6</sup>/<sub>100</sub> poles to a stake, White oak and Hickory and Elm, center to David Rees' land; thence with his line S. 52<sup>1</sup>/<sub>2</sub> deg. W. 4<sup>8</sup>/<sub>100</sub> poles to a stake; thence S. 62<sup>1</sup>/<sub>2</sub> deg. E. 15<sup>4</sup>/<sub>100</sub> poles to a stake in the center of said road; thence N. 55. E. 4<sup>8</sup>/<sub>100</sub> poles to the beginning, containing one half acre more or less.

Also another tract, in the Township of Darby, County of Union, and State of Ohio, and in survey No. 5005-

Beginning at a stake in the easterly line of said Survey, corner in said line to Isaac D. Mapes' land; thence with said line S. 54 deg. W. 2<sup>1</sup>/<sub>100</sub> poles to a stake in the center of the Sager Mill road; thence with the center of said road S. 40<sup>3</sup>/<sub>4</sub>. E. about 4 poles to a stake northwesterly corner to Lucy an Palm lot; thence with a post and board fence, the recognized westerly line of the said Lucy Palm's lot to the westerly line of said survey No. 5005: thence with

The said line N. 63° deg. W. about 22 poles to the beginning, containing three fourths of an acre more or less.  
 Also another tract, in Survey No. 5005, in Darby Township, Union County, Ohio.

Beginning at a stake at the corner of the Steam Saw-Mill lot (owned by George Mass): thence N. with the survey line to the corner of John Hickman's lot; thence with the line to the center of the Marysville and Pleasant Valley road; thence with the center of said road to the N.W. corner of said Saw-Mill lot; thence with the line of said Saw-Mill lot to the place of beginning, containing 5 acres more or less.

To be divided among the persons named herein, and in the following proportions, to-wit:

- To Emma Miller, one equal half part.
- To Quincy S. Douglass one equal one third part of the remaining half part.
- To John D. Douglass " " " " " " " " " " " "
- To Grant H. Douglass " " " " " " " " " " " "

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.

Witness my name and the seal of said Court of Common Pleas at the Court House in Marysville, this 8<sup>th</sup> day of October, A. D. 1897.

J. N. Yarnall Clerk  
 By J. A. Yarnall Deputy.

|                      |  |         |
|----------------------|--|---------|
| Oct. 8 <sup>th</sup> | Looking up notes for survey            | 1 00    |
| " 9 <sup>th</sup>    | Surveying                              | 3 00    |
| " 11 <sup>th</sup>   | Calculating                            | 2 00    |
| " 12 <sup>th</sup>   | Surveying                              | 3 00    |
| " 26 <sup>th</sup>   | "                                      | 3 00    |
| Nov. 1892            | Plat descriptions & final calculations | 5 00    |
| Oct. 9-12-26         | To assistance, chain carriers &c.      | 6 00    |
|                      |  | \$23.00 |

|                  |                      |    |    |
|------------------|----------------------|----|----|
| Sheriff's Return | Sheriff's Fees       | \$ | 25 |
|                  | Service              |    | 25 |
|                  | Mileage              | 1  | 12 |
|                  | Executing Writ       | 1  | 00 |
|                  | Swearing Com. Report |    | 25 |
|                  | Return               |    | 25 |
| Total            |                      | 3  | 12 |
| Com. Fee         |                      | \$ | 25 |
| Chas Kennedy     |                      | 2  | 00 |
| Alburt Adams     |                      | 2  | 00 |
| John L. Adams    |                      | 9  | 00 |

As commanded by the foregoing Writ of Partition, I have executed the same by the oath of Charles Kennedy, Alburt Adams and John L. Adams, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 12<sup>th</sup> day of October, A. D. 1897.

J. Ed Robinson  
 Sheriff

Returned, Oct. 12<sup>th</sup> 1897.

Commissioner's Report.

7441

No. 1

No. 2

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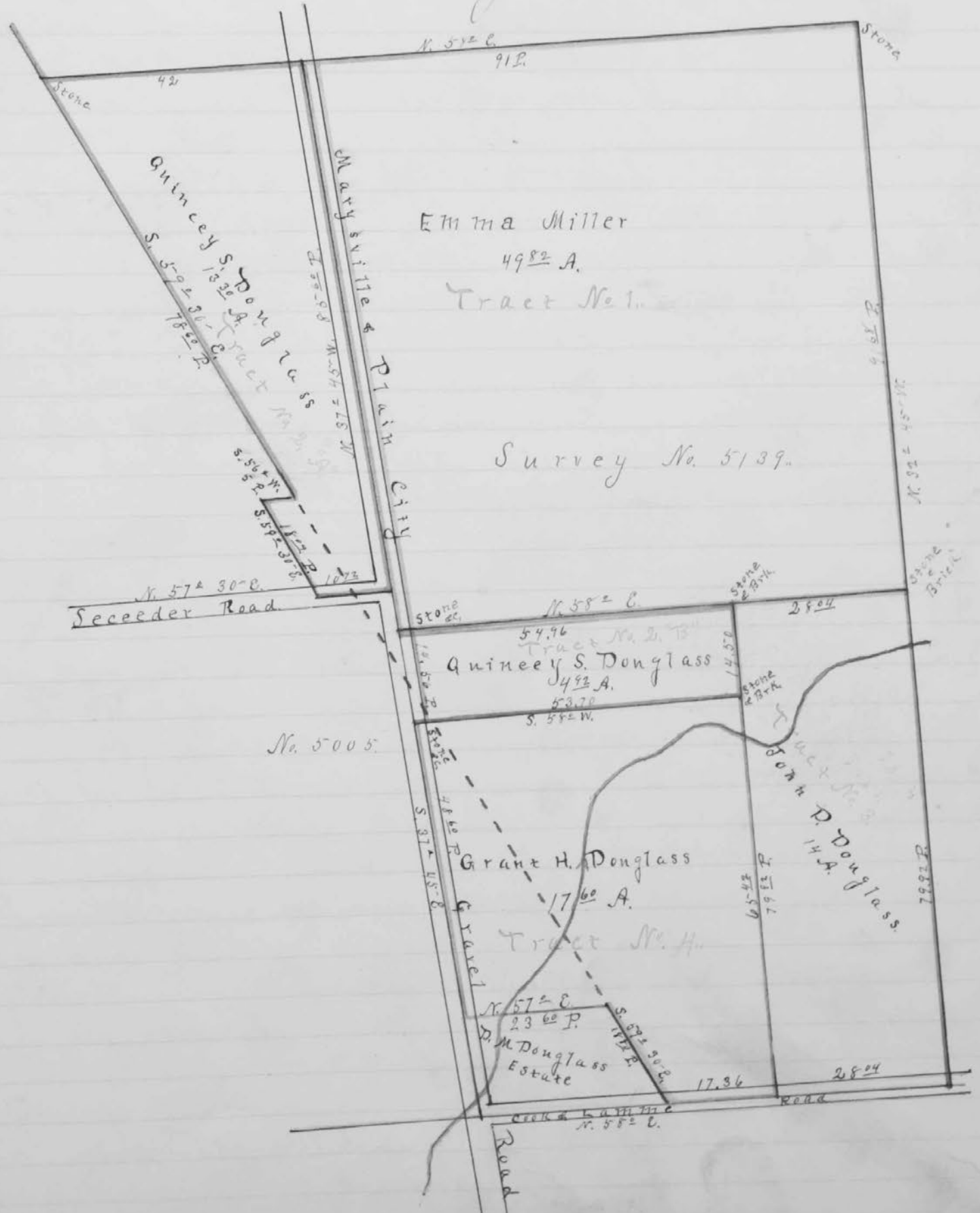
On the 12<sup>th</sup> day of October, A.D. 1897, The Commission-  
 Report was returned to the Clerk of the said County, which  
 return is as follows:  
 Emma Miller  
 Union County, ss.  
 Court of Common Pleas.

Quincy S. Douglass, et al

According to the command of the Writ  
 of Partition in this case issued, and on the call of the  
 Sheriff of said County, we, the undersigned, Commissioners,  
 after being first duly sworn, and upon actual view of  
 the premises, do make partition

- No. 1. To the said Emma Miller 49<sup>82</sup> Acres in Survey No. 5139.
- No. 2. To the said Quincy S. Douglass 13<sup>30</sup> Acres and  
 A & B. 4<sup>92</sup> Acres in Surveys No. 5139 and No. 5005.
- No. 3. To the said John D. Douglass 14 Acres in Survey No. 5139.
- No. 4. To the said Grant H. Douglass 17<sup>60</sup> Acres in Surveys No. 5139 & No. 5005.

Given under our hands this 12<sup>th</sup> day of October, A.D. 1897.  
 Charles Kinnear  
 Albert Adams } Commissioners.  
 John D. Adams



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Description.

Tract No. 1.

Situate in Darby Township, Wm. County, Ohio, and part of Survey No. 5139, bounded and described as follows; Beginning at a stake in the center of the Marysville and Plain City Gravel Road and in the south line of Philip Blumerschein's land; thence <sup>with</sup> a line of said land N. 58° E. 91 poles to a stone a corner to said Blumerschein's land; thence with another line of said land and a line of Michael Casper's land S. 32° 45' E. 91<sup>68</sup> poles to a stone and brick the northerly corner to lands set off and assigned to John D. Douglass; thence with the north line of said land and the north line of 4<sup>92</sup> acres set off and assigned to Quincy J. Douglass, S. 58° W. 83 poles to a stake in the center of said Road (witnessed by a stone N. 58° E. 23 feet); thence with the center of said Road to the beginning, containing 49<sup>82</sup> acres, more or less.

Tract No. 2, "A"

Situate in Darby Township, Wm. County, Ohio, and part of Survey No. 5139 and No. 5005; Beginning at a stone in the westerly line of Survey No. 5139 and a corner to Eli M. Nier's land; thence with said line S. 59° 30' E. 78<sup>60</sup> poles to a stake a corner to Philip Blumerschein's land; thence with two consecutive lines of said land S. 56° W. 5 poles to a stake and S. 59° 30' E. 18<sup>00</sup> poles to a stake in the center of the Seceder Road; thence with the center of said Road N. 57° 30' E. 10<sup>72</sup> poles to a stake at the junction of said Road with the Marysville and Plain City Gravel Road; thence with the center of said road N. 37° 45' W. 55<sup>60</sup> poles to a stake in said Blumerschein's line; thence with said line continued S. 58° W. 42 poles to the beginning, containing 13<sup>30</sup> acres more or less.

"B"

Beginning at a stake in the center of the Marysville and Plain City Gravel Road (witnessed by a stone and brick N. 58° E. 23 feet) and southwest corner to a tract set off and assigned to Emma Miller; thence with the south line of said tract N. 58° E. 54<sup>26</sup> poles to a stone and brick the north west corner to a tract set off and assigned to John D. Douglass; thence with the west line of said tract S. 32° 45' E. 14<sup>50</sup> poles to a stone and brick on the bank of a Run, the north east corner to a tract set off and assigned to Grant H. Douglass; thence with the north line of said land S. 58° W. 53<sup>70</sup> poles to a stake in the center of said Road (witnessed by a stone and brick N. 58° E. 23 feet) thence with the center of said Road N. 37° 45' W. 14<sup>52</sup> poles to the beginning, containing 4<sup>92</sup> acres more or less.

Tract No. 3.

Situate in Darby Township, Wm. County, Ohio, and part of Survey No. 5139, bounded and described as follows; Beginning at a stake in the center of the Cook and

Tract No. 4

Entry 7441

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Lamma Road and southwest corner to Michael Casper's land; Thence with the west line of said land N. 32° 45' W. 79<sup>92</sup> poles to a stone and brick the southeast corner to a tract set off and assigned to Emma Miller; Thence with the south line of said tract S. 58° W. 28<sup>04</sup> poles to a stone and brick; Thence S. 32° 45' E. 79<sup>92</sup> poles to a stake in the center of said Road; Thence with the center of said Road N. 58° E. 28<sup>04</sup> poles to the beginning, containing 14 acres more or less.

Tract No. 4

Situate in Darby Township, Union County, Ohio, and part of Survey No. 5139 and No. 5005; bounded and described as follows:

Beginning at a stake the south west corner to a tract set off and assigned to John D. Douglass and in the center of the Cook and Lamma Road; Thence with the west line of said land N. 32° 45' W. 65<sup>42</sup> poles to a stone and brick on the bank of a Run, the south east corner to a 4<sup>92</sup> acre tract set off and assigned to Quincy S. Douglass; Thence with the south line of said tract S. 58° W. 53<sup>72</sup> poles to a stake in the center of the Marysville and Plain City Gravel Road (witnessed by a stone bearing N. 58° E. 23 feet) Thence with the center of said Road S. 37° 48' E. 48<sup>62</sup> poles to a stake in the center of said Road, a corner to the lands of D.M. Douglass, Deceased; Thence with a line of said land N. 57° E. 23<sup>62</sup> poles to a stake in the center of said Survey No. 5005; Thence with said line S. 59° 30' E. 18<sup>82</sup> poles to a stake in the center said Road; Thence with said Road N. 58° E. 17<sup>36</sup> poles to the beginning, containing 17<sup>62</sup> acres more or less.

On the 12<sup>th</sup> day of October A. D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7441

Emma Miller  
vs  
Quincy S. Douglass,  
John D. Douglass,  
Grant H. Douglass

Court of Common Pleas  
Union County, Ohio.

On motion to the Court by Robert McCleary, attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and also the report and proceedings of the commissioners heretofore appointed, and the same being examined by the Court, it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed, and that the said parties hold in severally the shares set off and assigned to each, respectively, by said Commissioners.

And it is further ordered that the costs and expenses of this suit, taxed at \$51.05, and also an attorney fee of \$82.50, allowed and to be paid to Robert McCleary attorney for said plaintiff, be paid within thirty days by the parties in the following proportions, to-wit:

Emma Miller the plaintiff to pay one half of the whole cost, the said Quincy S. Douglass the one sixth, John D. Douglass the one sixth and Grant A. Douglass the one sixth, (each defendant the one sixth of the whole cost and expense of this case), and in default thereof that execution issue therefor.

And it is further ordered that the Clerk be hereby directed to have so much of this decree as will show the transfer of title to the several parties put upon record in the office of the Recorder of this County.

Attest

J. N. Hosnell

Clerk

By J. A. Hosnell, Deputy.

Pleas returned 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, 1897; on the 6<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety seven.

Be it remembered that herebefore to-wit, on the 27<sup>th</sup> day of July A. D. 1897, Hattie P. Forte filed in the Clerk's office of the said Court of Common Pleas, the following petition against John J. Forte, to-wit:

Petition  
7407

Hattie P. Forte  
vs  
John J. Forte

Court of Common Pleas  
Union County, Ohio.

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 10<sup>th</sup> day of October, 1895, she was married to the defendant.

Plaintiff says that said defendant was guilty of extreme cruelty towards this plaintiff on the 19<sup>th</sup> day of November, 1896, in this, said defendant struck this plaintiff knocking her down and by cursing her, calling her names and otherwise abusing her and other things not fit to be pleaded herein.

Said plaintiff for her second cause of action herein pleads as in the first cause and further says that said defendant has failed and neglected to provide plaintiff with the common necessaries of life, or that plaintiff has been compelled to live upon her own exertions and the charity of friends because of said defendant's

Affidavit  
7407

Proof of  
Publication.

idleness and profligacy, said defendant being able at all times to work and earn wages.

Said plaintiff further says she is the owner of a certain lot in the town Fayette, in the county of Fulton, State of Ohio, said lot being lot 45 in said village in the John Lambert addition; said plaintiff says she has an estate in remainder in 37 acres of land in Franklan Township, Fulton County, Ohio, said 37 acres is owned by Mary K. Boston during her life, and at her death goes to this plaintiff; for a more perfect description of said lands reference is hereby made to records in the Recorder's office of Fulton County, Ohio, this being the only lands in the name of Mary K. Boston on the records of said county and going to this plaintiff Hattie Foote at the death of the said Mary K. Boston.

Therefore the plaintiff prays that she may be divorced from the defendant, and may be restored to the name of Hattie P. Stonor, and that the lands described in the petition be decreed to her free and clear of all rights of dower of the said defendant and such other relief as is proper.

W. J. Hoopes  
Attorney for Plaintiff.

On the 27<sup>th</sup> day of July A. D. 1897, the following affidavit was filed with the clerk of this Court, to-wit:

Affidavit  
7407

Hattie P. Foote  
vs  
John J. Foote

Court of Common Pleas  
Winn County, Ohio.

Hattie Foote being sworn says, the residence of the defendant John J. Foote is unknown and can not with reasonable diligence be ascertained.

Hattie P. Foote

Sworn to and subscribed in my presence this 27<sup>th</sup> day of July, 1897.  
(seal)

J. A. Cornell Deputy Clerk

On the 12<sup>th</sup> day of September A. D. 1897, the following Notice was filed with the clerk of this Court, to-wit:

Proof of Publication.

John J. Foote, residence unknown, will take notice that on the 27<sup>th</sup> day of July, 1897, Hattie P. Foote filed her petition in the Court of Common Pleas, Winn County, Ohio, being case number 7407, praying for a divorce from said John J. Foote, and to be restored to her name of Hattie P. Stonor, and that the lands described in the petition be decreed to her free of any dower of the said John J. Foote, and such other relief as is proper.

W. J. Hoopes  
Attorney for Plaintiff

The State of Ohio, Union County, ss.

Personally appeared before me a Notary Public in and for Union County, Ohio, Chas. F. Morrow, Editor and publisher of the Milford Sentinel Chiron, who being duly sworn says, that the annexed advertisement was published in the Chiron, a Newspaper of general circulation and published in the County aforesaid for six (6) weeks consecutively beginning Aug. 5<sup>th</sup> 1897.

Chas. F. Morrow.

Sworn to and subscribed before me this 17<sup>th</sup> day of September, 1897.

(seal)

C. W. McAdow  
Notary Public  
Union County

Printed Fee \$6<sup>30</sup>

On the 16<sup>th</sup> day of September A. D. 1897. The following entry was filed with the Clerk of this Court, to-wit:

Entry  
7407

Hattie P. Forte }  
vs }  
John J. Forte }  
Court of Common Pleas  
Union County, Ohio.

And now comes the said plaintiff, by her attorney, 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 of gross neglect of duty, and by reason thereof plaintiff is entitled to a divorce as prayed for.

It is ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Hattie P. Forte and John J. Forte be, and the same is hereby dissolved, and both parties released from the obligations of the same.

It is further ordered and adjudged by the Court that said plaintiff be, and is hereby restored to the name of Hattie P. Stoner; and it is further ordered and adjudged by the Court that the lands described in said plaintiff's petition be and the same is hereby decreed to said plaintiff free and clear of any dower of said defendant John J. Forte, and that the plaintiff now Hattie P. Stoner, hold the lands described in said petition free and clear from any dower of said defendant.

It is further considered by the Court that the said plaintiff recover from said John J. Forte, defendant costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Attest

J. M. Gosnell, Clerk  
By J. W. A. Gosnell Deputy.

xx

Petition  
7218

xx

Pleas continued and held at the Court House in Mansfield, within and for the County of Union, in the South 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, 1896; on the 6<sup>th</sup> 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 28<sup>th</sup> day of September A.D. 1896, the Northwestern Mutual Life Insurance Company filed in the Clerk's office of the Court of Common Pleas, the following petition against Winfield S. Carpenter et al to-wit:

Petition  
7218

The Northwestern Mutual Life Insurance Company

Court of Common Pleas  
Union County, Ohio.

vs  
Winfield S. Carpenter &  
Netty Carpenter

And now comes the said the Northwestern Mutual Life Insurance Company a corporation organized under the laws of the State of Wisconsin, plaintiff herein and complains of the said Winfield S. Carpenter and Netty Carpenter the defendants herein and for cause of action says:-

That on or about the 6<sup>th</sup> day of March in the year one thousand eight hundred and ninety three the said Winfield S. Carpenter and Netty Carpenter his wife of the County of Union and State of Ohio, executed and delivered a mortgage deed to this plaintiff in fee simple and thereby and for the consideration therein named, did grant, bargain and sell unto this plaintiff the said the Northwestern Mutual Life Insurance Company and to its successors and assigns forever the following real estate lying and being in the County of Union and State of Ohio, and known and described as follows, viz:

Part of Military Survey No. 4812, bounded and described as follows, viz:

Beginning at a stone, two sugar trees and a hickory witness, in the westerly line of said survey and North westerly corner of lands owned by Henry Poling; thence with the Northwesterly line of said Poling's land North fifty five degrees forty five minutes (55° 45') East ninety and eight hundredths (90 8/100) poles to a stone; thence North thirty six degrees (36°) West one hundred and twenty four and forty eight one hundredths (124 48 1/100) poles to a stone corner of lands formerly owned by Christopher Alliman; thence with the Southerly line of said land South fifty five degrees forty five minutes (55° 45') West ninety

and eight one hundredths ( $808/100$ ) poles to a stone corner of said land in the westerly line of said survey and thence with the survey line South thirty six degrees ( $36^{\circ}$ ) East one hundred and twenty four and forty eight one hundredths ( $124\frac{48}{100}$ ) poles to the place of beginning, containing seventy (70) acres, more or less.

Also part of Virginia Military Survey No. 2981 bounded and described as follows, viz:

Beginning at a stone and rock in the Northernly line of land formerly owned by Edwin Wilber and South Easterly line of lands formerly owned by Sarah J. Spain; thence with the Easterly line of the last mentioned land and containing with the land formerly owned by G. W. Poling, North thirty five degrees ten minutes ( $35^{\circ} 10'$ ) West eighty one and twelve one hundredths ( $81\frac{12}{100}$ ) poles to a stone and rock Southwesterly corner of land formerly owned by J. H. Shreve; thence with the Southernly line of said land North fifty three degrees thirty minutes ( $53^{\circ} 30'$ ) East forty nine and forty one hundredths poles to a stone; thence South thirty five degrees ten minutes ( $35^{\circ} 10'$ ) East eighty one and twelve one hundredths ( $81\frac{12}{100}$ ) poles to a stone in the Northernly line of said Wilber's land and thence with said line South fifty five degrees thirty minutes ( $55^{\circ} 30'$ ) West forty nine and forty one hundredths ( $49\frac{41}{100}$ ) poles to the beginning, containing twenty five (25) acres, more or less.

Also a right of way fourteen (14) feet wide from the Southeastly corner of the premises last above described running North fifty five degrees thirty minutes ( $55^{\circ} 30'$ ) East ninety eight and eighty one hundredths ( $98\frac{81}{100}$ ) poles along the Southernly line of land formerly owned by Mary A. Adamson to the Patterson and Allen Center Gravel Road.

Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

To have and to hold the same to the said Northwestern Mutual Life Insurance Company, its successors and assigns forever.

And which mortgage due bearing date the day and year last aforesaid was executed as aforesaid in order to secure the payment of the amount stipulated in, and the fulfillment of the terms and conditions contained in a certain bond of even date with said mortgage made executed and delivered by said Winfield S. Carpenter to this plaintiff, The Northwestern Mutual Life Insurance Company, for a valuable consideration on the sixth day of March one thousand eight hundred and ninety three and whereby the said

Winfield S. Carpenter is held and firmly bound unto this plaintiff, the Northwestern Mutual Life Insurance Company in the sum of Four Thousand Dollars (\$4000.) lawful money of the United States of America, to be paid to the said Northwestern Mutual Life Insurance Company or to its certain Attorneys, successors or assigns, to which payment well and truly to be made the said Winfield S. Carpenter bound himself, his heirs, executors and administrators, and each and every of them, firmly by said presents.

Which said bond was signed by and sealed with the seal of the said Winfield S. Carpenter on the 6th day of March, 1893, and which said bond among other things contains terms and conditions as follows, viz:

"The condition of this obligation is such that if the above bounded Winfield S. Carpenter, his heirs, executors or administrators, or any of them, shall well and truly pay or cause to be paid unto the above mentioned the Northwestern Mutual Life Insurance Company or to its certain Attorneys, successors or assigns, the first and full sum of Two Thousand (2000) Dollars as follows, viz:

Two Hundred and Fifty (250) Dollars thereof at the expiration of Two (2) years;  
 Two Hundred and Fifty (250) Dollars thereof at the expiration of Three (3) years, and the remaining Fifteen Hundred (1500) Dollars thereof at the expiration of five (5) years from the date of these presents, with interest thereon until paid at the rate of Six and one-half (6 1/2) per centum per annum payable semi annually on the first day of May and November in each and every year; both principal and interest payable at the office of said Company, in the City of Milwaukee, in the State of Wisconsin; and shall moreover well and truly keep and perform the covenants and agreements pertaining to insurance, taxes and assessments, contained in a certain mortgage of even date herewith, executed by the said Winfield S. Carpenter and Nellie Carpenter, his wife, to the said the Northwestern Mutual Life Insurance Company.

But in case of the non-payment of any sum of money, either of the said principal sum or interest thereon, or any insurance money, taxes or assessments, at the time or times when the same shall become due or payable agreeably to the terms and conditions of these presents or of the said mortgage, then in such case, the whole amount of said principal sum, shall at the option of the said the Northwestern Mutual Life Insurance Company its successors or assigns, be deemed to have become due and payable, without any notice whatever (notice

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 And the same together with all sums of money which may be paid by said the Northwestern Mutual Life Insurance Company, its successors or assigns, for or on account of insurance, taxes, assessments or prior liens, with interest thereon at the rate aforesaid shall thereupon be collectible in a suit at law, or by a foreclosure of the said mortgage, in the same manner as if the whole of the said principal sum had been made payable at the time when any such failure in any payment shall occur as aforesaid; provided, however, that if the said Winfield S. Carpenter, his heirs, executors or administrators shall pay the whole principal sum above mentioned and interest thereon as aforesaid, and all sums, if any, which the said the Northwestern Mutual Life Insurance Company, its successors or assigns, shall have paid for insurance, taxes, assessments or prior liens, with interest thereon as aforesaid, according to the terms and conditions of these presents and of the said mortgage, without any fraud or other delay; then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

Whereby said Winfield S. Carpenter became bound to pay to this plaintiff the sum of Two Thousand Dollars (\$2000.) with interest at the time and in the manner stipulated in said Bond, and to do and perform each and every of the terms and conditions contained in said bond.

A copy of said bond together with all credits and endorsements thereon is hereto attached and marked "Exhibit A" and hereby referred to and made part hereof.

And plaintiff further says that said mortgage deed among other things contains the further terms and conditions as follows; viz:

Provided always, and these presents are upon this express condition, that if Winfield S. Carpenter, one of said parties of the first part, his heirs, executors or administrators, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the just and full sum of Two Thousand (2000) Dollars, as follows, viz:

Two Hundred and Fifty (250) dollars thereof at the expiration of two (2) years;

Two Hundred and Fifty (250) dollars thereof at the expiration of three (3) years and the remaining Fifteen Hundred (1500) dollars thereof at the expiration of five (5) years from the date of these presents with interest thereon until paid at the rate of six and one half (6 1/2) per centum per annum, payable semi-annually on the first day of May and November in each



and every year; both principal and interest payable at the office of said company, in the City of Milwaukee, according to the conditions of a bond bearing even date herewith, executed by Kimfield S. Carpenter, one of said parties of the first part to the said party of the second part and shall moreover keep such insurance as is above mentioned, and keep the policy or policies thereof assigned as aforesaid, and shall annually pay all taxes and assessments on said real estate, and procure and deliver the receipts therefor as aforesaid; then these presents and the said bond in writing obligatory shall cease and be null and void.

But in case of the non-payment of any sum of money (either of principal, interest, insurance money, taxes or assessments) at the time or times when the same shall become due agreeably to the terms and conditions of these presents, or of the aforesaid bond, or any part thereof, then, in such case, the whole amount of said principal sum shall, at the option of the said party of the second part, its successors or assigns, be deemed to have become due and payable, without any notice whatever (notice of such option being hereby expressly waived); and the same, together with all sums of money which may be paid by said party of the second part its successors or assigns, for or on account of insurance, taxes, assessments, or prior liens, with interest thereon at the rate aforesaid shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any payment shall occur, as aforesaid, and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all sums so paid for or on account of insurance, taxes, assessments or prior liens, with interest at the rate aforesaid; and it shall be lawful in such case for the said party of the second part, its successors or assigns, to grant, sell and convey the said real estate, with the appurtenances thereto belonging at public auction or vendue; and on such sale to make and execute to the purchaser, his, her or their heirs and assigns forever, good and sufficient deed of conveyance in the law, pursuant to the statute in such case made and provided.

All as by said mortgage deed reference being therein made will among other things more fully and at large appear.

The parties referred to in said mortgage deed as

"the parties of the first part" are the said Winfield S. Carpenter and Nelly Carpenter, and the party referred to as "the party of the second part" is this plaintiff the Northwestern Mutual Life Insurance Company.

And this plaintiff further says that the said mortgage deed was fully delivered to the Recorder of Union County, Ohio, at his office on the 18<sup>th</sup> day of April, A. D. 1893, at 9<sup>50</sup> O'clock A. M. for record and the same was thereupon duly recorded in the records of mortgages in said County in Vol. 32 pages 106 &c.

And plaintiff further says that when the installment of Two Hundred and Fifty Dollars (\$250.00) of the principal of said bond became due and payable at the expiration of Two (2) years from the date of said bond, the same was not paid; but plaintiff says that thereafter to-wit: on March 26<sup>th</sup> 1895 the said Winfield S. Carpenter paid the sum of Two Hundred and Fifty (\$250.) Dollars on account of the principal of said bond.

Plaintiff further says that when the installment of Two Hundred and Fifty Dollars (\$250) of the principal of said bond became due and payable at the expiration of three years from the date of said bond the same was not paid nor has the same been since paid and the same remains due and unpaid.

And plaintiff further says that when the installment of interest became due and payable on said bond on November 1<sup>st</sup> 1895, according to the terms and conditions of said bond, he the said Winfield S. Carpenter did not pay or cause to be paid the same, or any part thereof, and the same remained and was due and unpaid, and that thereupon, under and in compliance with the terms and conditions of said bond, the said The Northwestern Mutual Life Insurance Company did on the 11<sup>th</sup> day of February 1896, duly declare the whole amount of said principal sum of said bond due and payable by reason of the default in payment of the interest as in said bond stipulated, as well also for default in the payment of the taxes as hereinafter set out; but the said Winfield S. Carpenter has failed to pay the same or any part thereof, and that the said sum of money still remains and is due.

Whereby the condition of said mortgage deed has become broken and said mortgage deed has become absolute.

Plaintiff further says that there is due to it on the said bond and the security of the said mortgaged premises, from the said Winfield S. Carpenter,

the sum of Seventeen Hundred and Fifty (1750) Dollars, with interest thereon from May 1<sup>st</sup> 1895, at the rate of six and one half (6½) per centum per annum, payable semi-annually on the first day of May and of November in each and every year, and with interest at the rate of six per centum per annum on the overdue installments of interest, and for which amount it has a lien on the premises hereinafter and in said mortgage described from the 18<sup>th</sup> day of April, 1893, at 9-50 O'clock A. M. and which is the first and best lien on said premises.

Second Cause of Action:

And this plaintiff for its second cause of action says, that it refers to each and every of the allegations contained in the first cause of action herein, and by reference makes them a part hereof, and further says that it is by said mortgage deed set out and described in the first cause of action herein, among other things provided and stipulated that the said mortgagors shall pay annually to the proper officers, all taxes and assessments which shall be levied or assessed on said real estate, or any part thereof; and procure and deliver to the mortgagee on or before the first day of May in each and every year, duplicate receipts of the proper officers, for the payment of all such taxes and assessments levied or assessed on said premises for the preceding year; and that in case of the non-payment of any such taxes or assessments when the same shall become due and payable, the said mortgagee, its successors or assigns may pay such taxes or assessments with the accrued interest, officer's fees and expense thereon, or the amounts or sums so paid, shall be immediately paid to the said mortgagee, its successors or assigns, and shall, unless so paid, be added to and be deemed part and parcel of the money secured by said mortgage to bear interest from time of payment at the same rate as the principal debt secured by said mortgage, and plaintiff further says that the said Winfield S. Carpenter and Nettie Carpenter failed and refused to pay the taxes on the real estate set out and described in the said first cause of action herein, and that the same became and were delinquent for the payment of taxes thereon; and that on or about the 12<sup>th</sup> day of February, 1896, this plaintiff, The Northwestern Mutual Life Insurance Company, paid the taxes on the same, with the penalties accrued thereon, to the Treasurer of Union County, Ohio, amounting in all to the sum of Thirty Dollars and ninety nine cents (\$30.99), and being the taxes due and payable December 20<sup>th</sup> 1895;

with the prior delinquent taxes and assessments thereon, and the penalty thereon, on the real estate described hereinafter and in the mortgage of this plaintiff:

That the amount or paid has not been paid by Winfield S. Carpenter to this plaintiff, and the same remains due and owing to it:

By the terms of said mortgage said amount is to be added to and be deemed part and parcel of the money secured by said mortgage, to bear interest from time of payment at the same rate as the principal debt secured by said mortgage.

And plaintiff further says that for the said sum of \$31.99, together with interest thereon as aforesaid, this plaintiff has a lien on the said premises prior to all other liens thereon.

### Third Cause of Action:

This plaintiff for its third cause of action herein says that it hereby refers to the matters and things set out and stated in its first cause of action herein, and makes them a part of this its third cause of action as fully as if set out herein.

And this plaintiff now says that the said mortgage deed further provides that in case suit shall be brought for the foreclosure of said mortgage, the said Winfield S. Carpenter and Nellie Carpenter, said mortgagors for themselves, their heirs, representatives and assigns, covenant and agree that they will pay to the said The Northwestern Mutual Life Insurance Company, its successors or assigns all expenses incurred in procuring continuations of abstracts of title for the purpose of the foreclosure suit, to be included in the judgment or decree.

And this plaintiff now says it has incurred expense to the amount of Six (6) Dollars in procuring a continuation of abstracts of title for the purpose of this foreclosure suit; and that there is due to this defendant from the said Winfield S. Carpenter and Nellie Carpenter the said sum of \$6.00, which it claims.

And this plaintiff, the Northwestern Mutual Life Insurance Company, prays that an account may be taken of the amount due to it on the said bond and mortgage upon said three causes of action above set out, and that the said lands may be sold to satisfy the same, unless the said Winfield S. Carpenter or Nellie Carpenter pay the said sums, with interest and costs, by a day to be named by the court; and for all other and further relief to which it may be entitled in law or in equity.

Saylor Ed Saylor  
Attorneys for the Northwestern  
Mutual Life Insurance Company.

Receipt  
7 2 18

State of Ohio,  
Hamilton County, ss: }

Nelson Saylor, being duly sworn, says that he is one of the attorneys of the said The Northwestern Mutual Life Insurance Company, a corporation, the plaintiff in the foregoing action, duly authorized in the premises; that said The Northwestern Mutual Life Insurance Company is a corporation under the laws of the State of Wisconsin, and is not a resident of this County, or of the County of Union, or of the State of Ohio, that he believes the facts stated in the foregoing petition to be true.

Nelson Saylor.

Sworn to before me and subscribed in my presence, this 26<sup>th</sup> day of September, 1896.

F. F. Baldwin

Notary Public in and for  
Hamilton County, Ohio.

40 do. paid by Nelson Saylor.

The Northwestern Mutual Life Insurance Company, a Corporation organized under the laws of the State of Wisconsin, Plaintiff.

Receipt  
7 218

to  
Winfield S. Carpenter and  
Nelly Carpenter, Defendants.

Union County, Ohio,  
Common Pleas Court.

To the Clerk:

Issue summons in the above entitled case for said defendants, to the Sheriff of Union County, Ohio, returnable according to law.

Endorse Summons in return for an account, foreclosure of mortgage, sale of real estate and general relief.

Nelson Saylor  
Attorney for the Northwestern Mutual Life Insurance Company.

Exhibit "A"

Know all men by these presents, that I, Winfield S. Carpenter, of the County of Union and State of Ohio, am held and firmly bound unto the Northwestern Mutual Life Insurance Company in the sum of Four Thousand (4000) Dollars, lawful money of the United States of America, to be paid to the said The Northwestern Mutual Life Insurance Company, or to its certain attorneys successors or assigns, to which payment well and truly to be made, I, bind myself my heirs, executors and administrators, and each and every of them firmly by these presents.

Sealed with my seal and dated the 6<sup>th</sup> day of March, in the year of our Lord One thousand eight hundred and ninety-three.

The conditions of this obligation is such, that if the above bounden Winfield S. Carpenter, his heirs, executors, administrators, or any of them, shall well and truly pay or cause to be paid unto the above mentioned The Northwestern Mutual Life Insurance Company, or to its certain attorneys, successors or assigns, the just and full sum of Two Thousand (2000) Dollars as follows, viz:

Two Hundred and Fifty (250) Dollars thereof at the expiration of two (2) years;

Two Hundred and Fifty (250) Dollars thereof at the expiration of three (3) years and the remaining Fifteen Hundred (1500) Dollars thereof at the expiration of five (5) years from the date of these presents, with interest thereon until paid, at the rate of six and one half per centum per annum, payable semi-annually, on the first day of May and of November in cash and every year; both principal and interest payable at the office of said Company, in the City of Milwaukee, in the State of Wisconsin; and shall moreover well and truly keep and perform the covenants and agreements pertaining to insurance, taxes and assessments, contained in a certain mortgage of even date herewith, executed by the said Winfield S. Carpenter and Nettie Carpenter, his wife, to the said The Northwestern Mutual Life Insurance Company.

But in case of the non-payment of any sum of money, either of the said principal sum, or interest thereon, or any insurance money, taxes or assessments, at the time or times when the same shall become due or payable agreeably to the terms and conditions of these presents or of the said mortgage, then in such case, the whole amount of said principal sum shall, at the option of the said The Northwestern Mutual Life Insurance Company, its successors or assigns, be deemed to have become due and payable, without any notice whatever (notice of such option being hereby waived); and the same, together with all sums of money which may be paid by said The Northwestern Mutual Life Insurance Company, its successors or assigns, for or on account of insurance, taxes, assessments or premiums, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of the said mortgage, in the same manner as if the whole of the said principal sum had been made payable at the time when any such failure in any payment shall occur as aforesaid:

Provided, however, that if the said Winfield S. Carpenter, his heirs, executors or administrators shall pay the whole principal sum above mentioned and interest thereon as aforesaid, and all sums if any,

Summons.

Sheriff's  
Return

which the said The Northwestern Mutual Life Insurance Company, its successors or assigns, shall have paid for insurance, taxes, assessments or prior liens, with interest thereon as aforesaid, according to the terms and conditions of these presents and of the said mortgage, without any fraud or other delay; that this obligation to be void and of no effect, otherwise to remain in full force and virtue.

No payment of the principal of this bond shall be deemed valid except upon the joint receipt of the President and Secretary of the said Company.

Winfield S. Carpenter (seal)

Payment of Interest.

| Date        | Received Interest | to              | Amount. |
|-------------|-------------------|-----------------|---------|
| Apr 18 1894 | Received Interest | to May 1 - 1893 | 6 50    |
| Apr 18 1894 | " "               | " Nov. 1 - 1893 | 65      |
| Apr 18 1894 | " "               | thereon         | 2 25    |
| Apr 18 1894 | " "               | to May 1 - 1894 | 65      |
| Nov. 8 1894 | " "               | " Nov. 1 - 1894 | 65      |
| Nov. 8 1894 | " "               | thereon         | 09      |
| May 2 1895  | " "               | to May 1 - 1895 | 63 46   |

\$250. Dec. 26<sup>th</sup> 1895, Received Two Hundred and Fifty Dollars of the principal of this bond.

On the 28<sup>th</sup> day of September A. D. 1896, the following Summons was issued by the Clerk of this Court, to-wit

The State of Ohio, Union County,

To the Sheriff of said County:

Summons.

You are hereby commanded to notify Winfield S. Carpenter and Netty Carpenter, that they have been sued by the Northwestern Mutual Life Insurance Company, in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> 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 12<sup>th</sup> day of October, A. D. 1896.

Witness my hand and the seal of said Court, this 28<sup>th</sup> day of September A. D. 1896,

(seal)

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

Afterward on the 6<sup>th</sup> day of October A. D. 1896, the Sheriff of said County returned said Summons, to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

|                  |       |                    |
|------------------|-------|--------------------|
| Sheriff's Fee    | \$ 25 | The State of Ohio, |
| Service & Return | 65    | Union County,      |
| Mileage          | 1 28  |                    |
| Copy             | 30    |                    |
| Total            | 2 23  |                    |

Received this writ September 29<sup>th</sup> A. D. 1896, at 10 o'clock A. M. and served same by leaving a true copy of this writ with the

endorsements thereon at the usual place of residence of Winfield S. Carpenter and Nettie Carpenter on the 8<sup>th</sup> day of October, 1896.

Wm. S. Swadgrass Sheriff.

Endorsed "In action for account, foreclosure of mortgage, sale of real estate and general relief."

Saylor & Saylor  
Attorneys for Plaintiff.

On the 8<sup>th</sup> day of May A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

The Northwestern Mutual Life Insurance Company a corporation organized under the laws of the State of Wisconsin.

Union County, Ohio,  
Court of Common Pleas

Deere and order for sale.

Entry  
7218

vs  
Winfield S. Carpenter and  
Nettie Carpenter.

This cause now coming on to be heard on the petition of the plaintiff, The Northwestern Mutual Life Insurance Company, a corporation organized under the laws of the State of Wisconsin, and the evidence, and was argued by counsel and submitted to the Court, and the Court being fully advised in the premises do find that all of the said defendants have been duly served with summons, and that all of the said defendants are before the Court, and the Court do further find that all of the said defendants have failed to answer or demur to the allegations contained in the petition of said plaintiff, and are in default therefore;

And the Court further find that all of the allegations and matters set out in the petition of the Northwestern Mutual Life Insurance Company are true; that said Winfield S. Carpenter and Nettie Carpenter executed and delivered to the said Northwestern Mutual Life Insurance Company the mortgage and in the said petition described, and on the premises therein described, and that said mortgage and was duly delivered to the Recorder of Union County, Ohio, at his office on the 18<sup>th</sup> day of April A. D. 1893 at 9:50 O'clock A. M. for record, and the same was thereupon duly recorded in the records of mortgages in said County, in Volume 32 on page 106 &c. and that there is due to the said plaintiff, The Northwestern Mutual Life Insurance Company from the said Winfield S. Carpenter upon the mortgage and bond in the petition described, in the first cause of action thereof, and for said money paid for taxes and penalties on said premises in the second cause of action in the petition set up, and for said money paid for continuation of abstracts of title in the third



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cause of action in said petition set up with interest to the first day of this term to-wit; April 19<sup>th</sup> 1897, the sum of Two thousand and Twenty-three Dollars and six cents (\$2023.06) together with interest thereon at the rate of six and one half per centum per annum payable semi-annually from April 19<sup>th</sup> 1897, the first day of the term, and which said mortgage and said sum of \$2023.06, together with interest as aforesaid, are and each of them is a valid and prior lien upon the said lands and tenements in the said petition described, from the 18<sup>th</sup> day of April A.D. 1893 at 9:60 O'clock A.M. and the first and best lien thereon.

And the Court further find that the conditions of the defeasance in said mortgage have been broken and that said plaintiff is thereby entitled to have the equity of redemption of the said defendants foreclosed.

It is therefore ordered, adjudged and decreed, that unless the said Winfield S. Carpenter or Kelly Carpenter, 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 Northwestern Mutual Life Insurance Company the said sum of \$2023.06 with interest thereon at the rate of six and one half per centum per annum, payable semi-annually from the first day of this term, to-wit; the 19<sup>th</sup> day of April, 1897, the equity of redemption of the said defendants in said mortgaged premises shall be forever barred and foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

And on motion and for good cause shown the advertising of said sale in a German and a Bohemian newspaper is hereby dispensed with.

All other matters herein are passed for further hearing.

The premises in the said petition described and herein above ordered to be sold are the following described premises to-wit:

The following Real Estate, lying and being in the County of Union, and State of Ohio, and known and described as follows, viz:

Part of Virginia Military Survey No. 4812 bounded and described as follows, viz:

Beginning at a stone, two sugar trees and a hickory witness, in the westerly line of said survey and Northwestly corner of lands owned by Henry Poling; thence with the westerly line of said Poling's land north fifty five degrees forty five minutes (55° 45') east ninety and

eight one hundredth ( $90^{\frac{1}{100}}$ ) pole to a stone; thence  
 north thirty six degrees ( $36^{\circ}$ ) west one hundred and twenty  
 four and forty eight one hundredth ( $124^{\frac{48}{100}}$ ) pole to a  
 stone corner of land formerly owned by Christopher Elli-  
 phant; thence with the southerly line of said land  
 south fifty five degrees forty five minutes ( $55^{\circ} 45'$ ) west  
 ninety and eight one hundredth ( $90^{\frac{8}{100}}$ ) pole to a stone  
 corner of said land in the westerly line of said  
 survey and thence with the survey line south thirty six  
 degrees ( $36^{\circ}$ ) east one hundred and twenty four and forty  
 eight one hundredth ( $124^{\frac{48}{100}}$ ) pole to the place of begin-  
 ning, containing twenty (20) acres, more or less.

Also part of Virginia Military Survey No. 2981  
 bounded and described as follows, viz:

Beginning at a stone and creek in the  
 westerly line of lands formerly owned by Edwin Wilber  
 and southeasterly line of lands formerly owned by Sarah  
 J. Spain; thence with the easterly line of the last men-  
 tioned land and continuing with the line of land  
 formerly owned by G. W. Poling, north thirty five degrees  
 ten minutes ( $35^{\circ} 10'$ ) west eighty one and twelve one hun-  
 dredth ( $81^{\frac{12}{100}}$ ) pole to a stone and creek, southeasterly  
 corner of land formerly owned by G. W. Shreve; thence  
 with the southerly line of said land North fifty three  
 degrees thirty minutes ( $53^{\circ} 30'$ ) east forty nine and forty  
 one hundredth ( $49^{\frac{41}{100}}$ ) pole to a stone; thence south  
 thirty five degrees ten minutes ( $35^{\circ} 10'$ ) east eighty one  
 and twelve one hundredth ( $81^{\frac{12}{100}}$ ) pole to a stone in  
 the westerly line of said Wilber's land and thence with  
 said line south fifty five degrees thirty minutes ( $55^{\circ} 30'$ )  
 west forty nine and forty one hundredth ( $49^{\frac{41}{100}}$ ) pole  
 to the beginning, containing twenty five (25) acres more  
 or less.

Also a right of way fourteen (14) feet wide from  
 the southerly corner of the premises last above described  
 running north fifty five degrees thirty minutes ( $55^{\circ} 30'$ )  
 east ninety eight and eighty one hundredth ( $98^{\frac{81}{100}}$ )  
 pole along the southerly line of lands formerly owned  
 by Mary A. Adamesse to the Pottsburg and Allen Center  
 Gravel Road.

Together with the privileges and appurtenances  
 to the same belonging, and all of the rents, issues  
 and profits which may arise or be had therefrom.

Approved  
 D. Dow, Judge.

On the 16<sup>th</sup> day of July A. D. 1897, the following Supplemental  
 petition was filed with the Clerk of this Court, to-wit:

Supplemental  
 Petition.  
 7218

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Supplemental  
Petition.  
7218

The Northwestern Mutual  
Life Insurance Company,  
a corporation organized  
under the laws of  
the State of Wisconsin.  
Winfield S. Carpenter et al.,

Winn County, Ohio,  
Common Pleas Court

Supplemental Petition.

And now comes the Northwestern Mutual Life Insurance Company plaintiff herein, and for its supplemental petition herein says:

That this plaintiff now reiterates and reaffirms the statements and allegations contained in its petition heretofore filed herein, and refers to and makes them and each of them a part hereof;

And plaintiff now further states that the said Winfield S. Carpenter and Kelly Carpenter, defendants, herein, failed and refused to pay the taxes on the real estate set out and described in the said petition filed herein, and that the same became and was delinquent for the payment of taxes thereon;

And that on or about the 26<sup>th</sup> day of June, 1897, and subsequent to the filing of the petition herein, this plaintiff paid the taxes on the same, with the penalties accrued thereon, to the Treasurer of Winn County, Ohio, amounting in all to the sum of thirty seven & 63/100 Dollars (\$37.63), and being the taxes payable in December, 1896, and the penalty thereon, and the taxes payable in June, 1897;

That the amount so paid has not been paid by the defendants, or either of them, to this plaintiff, and the said sum remains due and owing to it;

By the terms of said mortgage said amount is to be added to and be deemed part and parcel of the money secured by said mortgage, to bear interest from time of payment at the same rate as the principal debt secured by said mortgage.

Wherefore plaintiff, the Northwestern Mutual Life Insurance Company, prays that the said sum of \$37.63, so paid for taxes and penalty as aforesaid, with interest thereon at six and one half per centum per annum, payable semi-annually from June 26<sup>th</sup> 1897, be ordered to be paid to this plaintiff, as part of the money secured by said mortgage, on distribution herein, in addition to the said sum heretofore herein found owing to this plaintiff.

Saylor & Saylor  
Attorneys for the Northwestern  
Mutual Life Insurance Company.

State of Ohio, Hamilton County, ss:

Nelson Saylor, being duly sworn, says that he is one of the attorneys of the said Northwestern

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Judge.

Supplemental

Mutual Life Insurance Company, a corporation, the plaintiff in the foregoing action, duly authorized in the premises; that the said The Northwestern Mutual Life Insurance Company is a corporation under the laws of the State of Wisconsin, and is not a resident of this County, or of the County of Union, or of the State of Ohio; and that he believes the facts stated in the foregoing supplemental petition to be true.

Nelson Saylor

Sworn to before me and subscribed in my presence this 13<sup>th</sup> day of July, 1897.

(seal)

Milton Saylor  
Notary Public in and for  
Hamilton County, Ohio.

40 cts. paid Notary by Nelson Saylor, Atty.

On the 16<sup>th</sup> day of July A. D. 1897, the following Receipt was filed with the clerk of this Court, to-wit:

Receipt for  
Order of Sale  
7218

The Northwestern Mutual  
Life Insurance Company,  
a corporation ec.

Union County, Ohio,  
Common Pleas Court.

vs  
Winfield S. Carpenter et al.

To the Clerk:

Issue Order of sale in the above entitled case to the Sheriff of Union County, Ohio, returnable according to law.

Saylor & Saylor  
Attorneys for Plaintiff.

On the 16<sup>th</sup> day of July A. D. 1897, the following Order of Sale was issued by the clerk of this Court, to-wit:

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 8<sup>th</sup> day of May, 1897, the Northwestern Mutual Life Insurance Company obtained a judgment and Decree against Winfield S. Carpenter et al. for the sum of Two thousand and Twenty three and <sup>00</sup>/<sub>100</sub> Dollars and Nineteen <sup>00</sup>/<sub>100</sub> Dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Winfield S. Carpenter et al. within five days from the 8<sup>th</sup> day of May A. D. 1897, pay unto the said The Northwestern Mutual Life Insurance Company the said sum of Two thousand and Twenty three and <sup>00</sup>/<sub>100</sub> Dollars, with interest from the 19<sup>th</sup> day of April, 1897, and costs aforesaid; and on default not 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 Two thousand and Twenty Three and  $\frac{09}{100}$  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. 4812, and bounded and described as follows, viz:

Beginning at a stone, two Sugar trees and a Hickory witness, in the westerly line of said survey, and Northwesterly corner of land owned by Henry Poling; thence with the westerly line of said Poling's land north fifty five degrees forty five minutes ( $55^{\circ} 45'$ ) east ninety and eight one hundredths ( $90^{\circ} \frac{8}{100}$ ) poles to a stone; thence North thirty six degrees ( $36^{\circ}$ ) west one hundred and twenty four and forty eight one hundredths ( $124^{\circ} \frac{48}{100}$ ) poles to a stone corner of land formerly owned by Christopher Alliphant; thence with the southern by line of said land south fifty five degrees forty five minutes ( $55^{\circ} 45'$ ) west ninety and eight one hundredths ( $90^{\circ} \frac{8}{100}$ ) poles to a stone corner of said land in the westerly line of said survey; and thence with the survey line South thirty six degrees ( $36^{\circ}$ ) east one hundred and twenty four and forty eight one hundredths ( $124^{\circ} \frac{48}{100}$ ) poles to the place of beginning, containing seventy (70) acres, more or less.

Also part of Virginia Military Survey No. 2981, bounded and described as follows, viz:

Beginning at a stone and creek in the westerly line of lands formerly owned by Edwin Kilber, and easterly line of lands formerly owned by Sarah Jane Spain; thence with the easterly line of the last mentioned land, and continuing with the line of land formerly owned by G. W. Poling north thirty five degrees ten minutes ( $35^{\circ} 10'$ ) west eighty one and twelve one hundredths ( $81^{\circ} \frac{12}{100}$ ) poles to a stone and creek southwesterly corner of land formerly owned by J. H. Shreve; thence with the westerly line of said land north fifty three degrees thirty minutes ( $53^{\circ} 30'$ ) east forty nine and forty one hundredths ( $49^{\circ} \frac{41}{100}$ ) poles to a stone; thence south thirty five degrees ten minutes ( $35^{\circ} 10'$ ) east eighty one and twelve one hundredths ( $81^{\circ} \frac{12}{100}$ ) poles to a stone in the westerly line of said Kilber's land, and thence with said line south fifty five degrees thirty minutes ( $55^{\circ} 30'$ )

west forty nine and forty one hundredths (49 <sup>41</sup>/<sub>100</sub>) poles to the beginning, containing twenty five (25) acres, more or less.

Also a right of way fourteen (14) feet wide from the southeasterly corner of the premises last above described, running north fifty five degrees thirty minutes (55° 30') east ninety eight and eighty one hundredths (98 <sup>81</sup>/<sub>100</sub>) poles along the southerly line of land formerly owned by Mary A. Adams on the Potteryburg and Allen Center Gravel Road.

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 said Court of Common Pleas, and the seal of said Court, at Marysville, this 16<sup>th</sup> day of July, A.D. 1897,  
J. N. Gosnell Clerk.

Afterward on the 16<sup>th</sup> day of August A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sherriff's Return

|                   |    |     |                    |
|-------------------|----|-----|--------------------|
| Sherriff's Fee    | \$ | cts | the State of Ohio, |
| Service           |    | 25  | Union County, ss.  |
| Fine              |    | 25  |                    |
| Sum. Appraisers   | 1  | 20  |                    |
| Swearing "        |    | 25  |                    |
| Writing Appraisal |    | 25  |                    |
| Copy of "         |    | 25  |                    |
| Notice to Painter |    | 25  |                    |
| Writing Notice    |    | 25  |                    |
| Mileage           | 2  | 24  |                    |
| Return            |    | 25  |                    |
| Total             | 5  | 44  |                    |
| Appraisers Fee    | 3  | 00  |                    |
| Carriers Fee      | 32 | 00  |                    |

Sherriff's Return.

In obedience to the command of the Order of Sale hereto annexed, I did, on the 19<sup>th</sup> day of July, 1897, summon C. B. Eaton, L. W. Eline and J. B. Halloway, 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 19<sup>th</sup> day of July, 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 Twenty Six 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 28<sup>th</sup> day of July, 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

Sherriff Sale 7-2-18

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 sale, at the

door of the Court House of said County, on the 25th 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: & consecutim weeks; and in pursuance to  
 an order, the within order is hereby returned, no sale made;  
 by order of Saylor and Saylor, Attorneys for plaintiff,  
 J. Ed Robinson, Sheriff.

Sherriff  
 Sale  
 7218

On the 11th day of September A.D. 1897, the following Proof of  
 Publication was filed with the Clerk of this Court, to-wit:  
 The Northwestern Mutual  
 Life Insurance Company }  
 vs }  
 Kimfield J. Carpenter }  
 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 August  
 21, 1897, at or about the hour of one o'clock P. M. on said  
 day the following described real estate, to-wit:  
 Situate in the Township of Allen, County of  
 Union and State of Ohio, and bounded and described  
 as follows:

Part of Virginia Military Survey No. 4812, bounded  
 and described as follows, viz:  
 Beginning at a stone two sugar trees and a  
 hickory witnesses, in the westerly line of said survey  
 and northwesterly corner of lands owned by Henry Poling;  
 thence with the westerly line of said Poling's land north  
 fifty five degrees and forty five minutes (55° 45') east  
 ninety and eight one hundredths (90.8/100) poles to a stone;  
 thence north thirty six degrees (36°) west one hundred and  
 twenty four and forty eight one hundredths (124.48/100)  
 poles to a stone corner of lands formerly owned by  
 Christopher Clephant; thence with the southerly line of said  
 land south fifty five degrees and forty five minutes  
 (55° 45') west ninety and eight one hundredths (90.8/100)  
 poles to a stone corner of said land in the westerly  
 line of said survey; and thence with the survey line  
 south thirty six degrees (36°) east one hundred and twenty  
 four and forty eight one hundredths (124.48/100) poles to the  
 place of beginning, containing seventy (70) acres, more or less.

Also part of Virginia Military Survey No. 2981,  
 bounded and described as follows, viz:  
 Beginning at a stone and creek in the north-  
 erly line of lands formerly owned by Edwin Hilber, and  
 southeasterly line of lands formerly owned by Sarah J. Spain;  
 thence with the easterly line of the last mentioned land and  
 continuing with the line of land formerly owned by E. W.

Poling north thirty five degrees ten minutes ( $35^{\circ} 10'$ ) west eighty one and twelve one hundredths ( $81 \frac{12}{100}$ ) to a stone and creek southwesterly corner of land formerly owned by J. D. Shreve; thence with the southerly line of said land north fifty three degrees thirty minutes ( $53^{\circ} 30'$ ) east forty nine and forty one hundredths ( $49 \frac{41}{100}$ ) poles to a stone; thence south thirty five degrees ten minutes ( $35^{\circ} 10'$ ) east eighty one and twelve one hundredths ( $81 \frac{12}{100}$ ) to a stone on the southerly line of said Wilbers land; and thence with said line south fifty five degrees thirty minutes ( $55^{\circ} 30'$ ) west forty nine and forty one hundredths ( $49 \frac{41}{100}$ ) poles to the beginning, containing twenty five (25) acres more or less.

Also a right of way fourteen (14) feet wide from the southeasterly of the premises last above described, running north fifty five degrees thirty minutes ( $55^{\circ} 30'$ ) east ninety eight and eighty one hundredths ( $98 \frac{81}{100}$ ) poles along the southerly line of land owned by Mary A. Adamson to the Pattersonburg and Allen Center Grave Road.

First tract 70 acres, appraised at \$30 per acre.  
 Second tract 25 acres, appraised at \$22 per acre.  
 Both tracts together at \$28 per acre.  
 Terms of Sale Cash.

July, 28, 1897.

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 July, 28, 1897.

D. C. Shearer.

Sworn to and subscribed before me, this 11<sup>th</sup> day of September, 1897.

(seal)

J. N. Grinnell Clerk

Printers Fees, \$32.00.

On the 2<sup>nd</sup> day of September, A.D. 1897, the following Motion was filed with the Clerk of this Court, to-wit:

The Northwestern Mutual Life Insurance Company, a corporation,

Comt of Common Pleas  
 Union County, Ohio.

Motion.  
 7218

Winfield S. Carpenter et al.

And now comes the Northwestern Mutual Life Insurance Company, said plaintiff, and moves the Court to set aside the appraisement and to order a new appraisement of the real estate heretofore made herein, for the reason that in making the said appraisement the said appraisers inadvertently omitted to appraise a portion

Entry  
 7218



of said property and right of way described in the said petition; said right of way being connected with the twenty five acre tract of land and giving it an outlet to the main road and connecting the said twenty five acre tract of land described in the said petition;

That said right of way is of great value to the said twenty five acre tract,

Saylor & Saylor  
Attorneys for the Northwestern  
Mutual Life Ins. Co.

On the 7th day of September A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
72/8  
The Northwestern Mutual Life Insurance Company, a Corporation  
vs  
Winfield S. Carpenter et al  
Court of Common Pleas  
Union County, Ohio

This cause coming this day on to be heard upon the motion of the said plaintiff, The Northwestern Mutual Life Insurance Company, said plaintiff, to set aside the former appraisement of the real estate heretofore made herein and for a new appraisement and was argued by Counsel and submitted to Court and the Court being fully advised therein do find that the said motion is well taken and it is hereby ordered that the said appraisement of the said real estate heretofore made herein be and the same is hereby set aside and held for naught and a new appraisement was hereby ordered.

And it is further ordered that in making the new appraisement of said premises in the petition described, the said Sheriff of Union County shall cause the said seventy acre tract as described in said petition to be appraised as one tract;

And the said twenty five acre tract as described in said petition together with the right of way four ten feet wide from the southeasterly corner of the said twenty five acre tract and running north fifty five degrees thirty minutes (55° 30') East ninety eight and eighty one hundredths (98 81/100) poles along the southerly line of land formerly owned by Mary A. Adamson to the Pottsville and Allen Center Gravel Road as a second tract, and then to appraise both said seventy acre tract and said twenty five acre tract together with said right of way in said petition and heretofore described as one entire tract;

And that in advertising and offering same for sale, the Sheriff shall advertise and offer for sale

the said premises and right of way as follows, viz:  
 The said seventy acre tract by metes and bounds as described in the said petition as one tract; and the said twenty five acre tract together with said right of way by metes and bounds as in said petition described, as the second tract; and then to offer both said tracts together with the said right of way as an entirety and sell the same in which ever way will realize the most money.

All other matters herein are passed for further hearing.

Approved  
 D. Dow  
 Judge.

Order of Re-Appraisal and Sale.

On the 9<sup>th</sup> day of September A.D. 1897, the following Order was issued by the Clerk of this Court, to-wit:  
 The State of Ohio, Minn. County, ss.

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 April Term thereof, A. D. 1897, in a certain action in foreclosure wherein the Northwestern Mutual Life Insurance Company was plaintiff, and William S. Carpenter et al were 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, the said Court has therefore ordered a re-appraisal and sale of the same;

We command you 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 Minn. and State of Ohio, and known and described as follows: viz:

Part of Virginia Military Survey No. 4812, bounded and described as follows, viz:

Beginning at a stone in sugar trees and a hickory witness, in the westerly line of said survey, and northwesterly corner of lands owned by Henry Poling; thence with the westerly line of said Poling's land north fifty five degrees forty five minutes (55° 45') East ninety and eight one hundredths (90 8/100) poles to a stone; thence north thirty six degrees (36) west one hundred and twenty four and forty eight one hundredths (124 48/100) poles to a stone corner of land formerly owned by Christopher Allephant; thence with the southerly line of said land south fifty five degrees forty five minutes (55° 45') west ninety and eight one hundredths (90 8/100) poles to a stone corner of said land in the westerly line of said survey, and thence with the survey line south thirty six degrees

Sheriff's Return

low, viz;  
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 Judge.  
 County Order  
 Greeting:  
 our Court  
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 Insurance  
 apud et al  
 Court for  
 under said  
 appraisal  
 Court delay,  
 to sell  
 Estate,  
 & Ohio,  
 4812, bounded  
 true and  
 said survey,  
 Henry Poling;  
 land north  
 East ninety  
 stone; thence  
 and twenty  
 poles to  
 Christopher  
 said land  
 45° west  
 to a stone,  
 said survey,  
 of six degrees

(36°) east one hundred and twenty four and forty eight one hundredths (124<sup>48</sup>/<sub>100</sub>) poles to the place of beginning, containing seventy (70) acres more or less.

Also part of Virginia Military Survey No. 2986, bounded and described as follows, viz:

Beginning at a stone and creek in the westerly line of lands formerly owned by Edwin Kilber and southeasterly line of lands formerly owned by Sarah J. Spain; thence with the easterly line of the last mentioned land and continuing with the line of land formerly owned by G. H. Poling, north thirty five degrees ten minutes (35° 10') west eighty one and twelve one hundredths (81<sup>12</sup>/<sub>100</sub>) poles to a stone and creek southwesterly corner of land formerly owned by J. H. Shreve; thence with the southerly line of said land north fifty three degrees thirty minutes (53° 30') east forty nine and forty one hundredths (49<sup>41</sup>/<sub>100</sub>) poles to a stone; thence south thirty five degrees ten minutes (35° 10') east eighty one and twelve one hundredths (81<sup>12</sup>/<sub>100</sub>) poles to a stone in the westerly line of said Kilber's land, and thence with said line south fifty five degrees thirty minutes (55° 30') west forty nine and forty one hundredths (49<sup>41</sup>/<sub>100</sub>) poles to the beginning containing twenty five (25) acres more or less.

Together with a right of way fourteen (14) feet wide from the southeasterly corner of the premises last above described running north fifty five degrees thirty minutes (55° 30') east ninety eight and eighty one hundredths (98<sup>81</sup>/<sub>100</sub>) poles along the southerly line of land formerly owned by Mary A. Adamson to the Pottersburg and Allen Center gravel road.

To satisfy a judgment rendered in favor of said plaintiff against said defendants, for the sum of Two thousand Twenty three and 00/100 (\$2023<sup>00</sup>/<sub>100</sub>) Dollars, damages, and Fifty one and 00/100 (\$51<sup>00</sup>/<sub>100</sub>) Dollars, costs of suit, with interest at the rate of six and one half per cent, from the 19<sup>th</sup> day of April, 1897, semi-annually, until paid, and that you make report of your proceedings herein to our Court of Common Pleas, within thirty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our Court of said Court, this 9<sup>th</sup> day of Sept. A.D. 1897.  
 J. N. Gravel Clerk

On the 23<sup>rd</sup> day of October A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

The State of Ohio,  
 Lucas County, ss

|               |       |
|---------------|-------|
| Sheriff's Fee | \$ 25 |
| Service       | 25    |

In obedience to the command of the order of said Court annexed, I did on the 13<sup>th</sup> day of

Sheriff's Return

|                   |    |    |  |
|-------------------|----|----|--|
| Levy              | \$ | 00 | September, 1897, pursuant to C. B. Eaton, L. W.          |
| Sum. Appraisers   | 1  | 20 | Slime and A. W. Lay, three disinterested free-           |
| Spreading "       |    | 25 | holders, residents of said County, who were by           |
| Writing Appraisal |    | 25 | one duly sworn to view and appraise the                  |
| Copy of "         |    | 25 | lands and tenements therein described, and               |
| Notice to Owner   |    | 25 | afterward, on the 13 <sup>th</sup> day of September A.D. |
| Writing Notice    |    | 25 | 1897, said appraisers returned to me under               |
| mileage           | 1  | 12 | their signatures, that they did, upon actual             |
| Return            |    | 25 | view of the premises, estimate and appraise              |
| Total             | 4  | 32 | the real value in money of the same at                   |
| Appraisers' Fee   | 3  | 00 | Twenty Six Hundred and Thirty 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 22<sup>nd</sup> day of September, 1897, I caused to be advertised in the *Waynesville Tribune* (a newspaper of general circulation printed and published in said County), said lands and tenements to be sold at public sale, at the <sup>north</sup> door of the Court House of said County, on the 23<sup>rd</sup> day of October 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 23<sup>rd</sup> day of October, 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 there and there came <sup>The North Western Mutual Life Ins. Co.</sup> the plaintiff, who bid for the same the sum of Seventeen Hundred and Sixty Dollars, and said sum being more than two-thirds of the appraised value thereof, and said The Northwestern Mutual Life Insurance Company 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 Seventeen Hundred and Sixty Dollars.

J. Ed Robinson Sheriff.

On the 5<sup>th</sup> day of November A. D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Proof of Publication.  
7218

The Northwestern Mutual Life Insurance Company  
vs  
Winfield S. Carpenter et al

Court of Common Pleas  
Waynes County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Wayne County, Ohio, I will offer for sale at the north door of the Court House in Waynesville, Ohio, on Saturday October 16, 1897, at or about the hour of one o'clock P. M. on said day, the following described real estate to-wit:  
Situating in the Township of Allen, County of

Eaton, L. O.  
 interested free-  
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 nited, and  
 mber A.D.  
 me under  
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 and appraise  
 the same at  
 Dollars.  
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 said County),  
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 Proof of Pub-  
 lish.  
 mit to me  
 Union  
 north door  
 Tuesday October  
 P. O. on  
 to-wit:  
 County of

Union and State of Ohio, and known and described  
 as follows, viz:  
 Part of Virginia Military Survey No. 4812, bound-  
 ed and described as follows, viz:  
 Beginning at a stone, two sugar trees and a  
 hickory witness, in the westerly line of said survey  
 and northwesterly corner of lands owned by Henry Poling;  
 thence with the northerly line of said Poling's land north  
 fifty five degrees forty five minutes ( $55^{\circ} 45'$ ) east ninety  
 and eight one-hundredths ( $90 \frac{8}{100}$ ) poles to a stone; thence  
 north thirty six degrees ( $36^{\circ}$ ) west one hundred and  
 twenty-four and forty eight one-hundredths ( $124 \frac{48}{100}$ ) poles  
 to a stone corner of land formerly owned by Christopher  
 Alliphant; thence with the southerly line of said land  
 south fifty five degrees forty five minutes ( $55^{\circ} 45'$ ) west  
 ninety and eight one-hundredths ( $90 \frac{8}{100}$ ) poles to a  
 stone corner of said land in the westerly line of  
 said survey, and thence with the survey line  
 south thirty six degrees ( $36^{\circ}$ ) east one hundred and  
 twenty-four and forty eight one-hundredths ( $124 \frac{48}{100}$ )  
 poles to the place of beginning, containing Seventy  
 (70) acres, more or less.  
 Also part of Virginia Military Survey No. 2981,  
 bounded and described as follows, viz:  
 Beginning at a stone and creek in the  
 northerly line of lands formerly owned by Edwin Wilber,  
 and southeasterly line of lands formerly owned by  
 Sarah J. Spain; thence with the easterly line of the last  
 mentioned land and continuing with the line of land  
 formerly owned by H. O. Poling, north thirty five degrees  
 ten minutes ( $35^{\circ} 10'$ ) west eighty one and twelve one-  
 hundredths ( $81 \frac{12}{100}$ ) poles to a stone and creek southwesterly  
 corner of land formerly owned by J. H. Shreve; thence  
 with the southerly line of said land north fifty three  
 degrees thirty minutes ( $53^{\circ} 30'$ ) east forty nine and  
 forty one-hundredths ( $49 \frac{41}{100}$ ) poles to a stone; thence  
 south thirty five degrees ten minutes ( $35^{\circ} 10'$ ) east eighty  
 one and twelve one-hundredths ( $81 \frac{12}{100}$ ) poles to a stone  
 in the northerly line of said Wilber's land; and thence  
 with said line south fifty five degrees thirty minutes ( $55^{\circ} 30'$ )  
 west forty nine and forty one-hundredths ( $49 \frac{41}{100}$ ) poles to  
 the beginning, containing twenty five (25) acres, more or less.  
 Also a right of way fourteen (14) feet wide from  
 the southeasterly corner of the premises last above described, run-  
 ning north fifty five degrees thirty minutes ( $55^{\circ} 30'$ ) east nine-  
 ty eight and eighty one-hundredths ( $98 \frac{81}{100}$ ) poles along the  
 southerly line of land formerly owned by Mary A. Adamson  
 to the Patterson and Allen Center Gravel Road.  
 First tract 70 acres, appraised at \$2030.  
 Second tract, 25 acres, together with right of way,

appraised at \$600.  
Both tracts, together with right of way, appraised at \$600.  
Terms of sale cash.

J. Ed Robinson, Sheriff  
Union County, Ohio.

September 15, 1897.

The State of Ohio,  
Union Countyss.

Affidavit of Printer.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for five consecutive weeks in "The Mansville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with September 15, 1897.

W. O. Shearer

Sworn to and subscribed before me, this 5<sup>th</sup> day of November, 1897.

(seal)

Geo A. Gosnell  
Deputy Clerk.

Printers Fee, 32<sup>00</sup>.

On the 26<sup>th</sup> day of November A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

The Northwestern Mutual Life Insurance Company, a Corporation organized under the Laws of the State of Wisconsin.

Court of Common Pleas  
Union County, Ohio

Decree of Confirmation & Order for distribution.

Entry  
7/2/18

vs  
Winfield S. Carpenter  
and Kelly Carpenter

On motion of the said plaintiff, by Sayler and Sayler, its attorneys, and on producing the return of the Sheriff of the sale made herein 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 with the law and the orders of this Court, it is ordered that said proceedings and sale be, and they are hereby approved and confirmed.

It is further ordered, that the said Sheriff convey to the said purchaser the Northwestern Mutual Life Insurance Company by deed according to law, the property so sold to it, 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 its title, and a writ of possession is hereby awarded to put the said purchaser in possession of the said premises.

It is further ordered that the Clerk of this

Court cause a release of the mortgage herein and on as to said real estate or sold herein, together with a memorandum of the title and number of the case, the character of the proceedings and the volume and page of record where recorded, to be entered upon the record of said mortgage in the office where the same is recorded, but nothing herein shall affect the lien of the said mortgage upon the proceeds of the sale of said premises. And the Court coming to consider the matters set up in the supplemental petition of the Northwestern Mutual Life Insurance Company filed herein, do find that the matters therein set out are true, and that there is due to the said the Northwestern Mutual Life Insurance Company from the said defendants for said money paid for taxes upon the said premises in the petition described, together with interest thereon to November 26<sup>th</sup>, 1897, the sum of thirty-eight Dollars and sixty-five cents (\$38.65), and being the taxes for the year 1896, and prior delinquency, and that by the terms of said mortgage the same is to be added to and be deemed part and parcel of the moneys secured by said mortgage, and to bear interest from the time of payment to the same rate as the principal debt secured by said mortgage, and is a first and best lien on said premises.

And the Court now coming to distribute the proceeds of the sale of said premises, which the Court find to be the sum of Seventeen Hundred and Sixty (\$1760) Dollars, it is ordered that the said Sheriff out of the proceeds of sale pay:

1<sup>st</sup>. To the Treasurer of Union County Ohio, the taxes upon the said premises, for the year 1897, in the sum of \$23.55.

2<sup>nd</sup>. To the Clerk of this Court the costs of this proceeding, taxed at \$108.34.

3<sup>rd</sup>. To the Northwestern Mutual Life Insurance Company, or to Saylor & Saylor its attorneys, for taxes paid upon the said premises for the year 1896, and prior delinquency as heretofore found, the sum of \$38.65;

4<sup>th</sup>. To the Northwestern Mutual Life Insurance Company, or to Saylor and Saylor its attorneys, all the residue and remainder of the said purchase money left after the payment of the amounts of money hereinabove ordered to be paid to-wit; the sum of \$1589.46, and which sum of \$1589.46 is to be a credit on account of the amount found due to the said Northwestern Mutual Life Insurance Company in the decree heretofore entered herein.

And there still remaining due to the said the Northwestern Mutual Life Insurance Company from the said Winfield S. Carpenter, on the 26<sup>th</sup> day of November, 1897, on said decree, the sum of \$513.26, with interest thereon from November 26<sup>th</sup> 1897, at the rate of six and one-half per centum per annum, payable semi-annually, execution is awarded against the said Winfield S. Carpenter, therefore.

Approved,  
 J. Dow, Judge.  
 Attest. J. N. Gosnell Clerk. By J. A. Gosnell, Deputy.

may, appra-  
 Sheriff  
 of, Ohio.  
 from, says  
 District for  
 June, a  
 City of Union,  
 5, 1897,  
 Shear  
 me, this  
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 Clerk.  
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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the South 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, 1897, on the 6th 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 21st day of August A.D. 1897, the Citizens Home and Savings Company filed in the Clerk's office of the said Court of Common Pleas, the following Petition against U. S. Alden and Mattie Alden, to-wit:

Petition  
7425

The Citizens Home  
Savings Company  
vs  
U. S. Alden and  
Mattie Alden

In the Court of Common Pleas  
Union County, Ohio.

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 in Marysville, Ohio.

First Cause of action.

For a first cause of action the said plaintiff, The Citizens Home and Savings Company says:

That on the 23rd day of July, 1896, the said defendant U. S. Alden made and delivered to said Company his contract in writing, of which the following is a copy.

\$5000<sup>00</sup>  
Marysville, Ohio, July 23rd 1897,  
Received of the Citizens Home and Savings Company, of Marysville, O. Five Thousand Dollars, as a loan on 50 shares of stock, No. 1343 owned by U. S. Alden in said Company.

I agree to pay to said Company weekly, not less than Twelve and 5/100 Dollars, which shall be applied as follows:

First. To the payment of any fines or other assessments 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 Two Dollars per week.

Third. To the payment of the interest due on said loan, amounting to Six Dollars per week.

Fourth. The balance of said payments shall be credited as and on said stock.

Said payments shall be continued until the due or 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.

U. S. Alden

No. 681

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 U. S. Alden has paid to said Company the sum of Eight Hundred and Seventy Five Dollars which has been applied according to the terms of said contract as follows:

For fines \$107.00; for premium \$192 and for interest \$576.

The dividends declared on said stock are Four and 9/100 Dollars.

The said defendant U. S. Alden has failed to make the weekly payments as agreed to be paid in said contract for 12 weeks, the last payment having been made on said stock on the 24th day of May, 1897.

Second Cause of Action:

For a second cause of action the said plaintiff, The Citizens Home and Savings Company says:

That on the 23rd 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 U. S. Alden and Mattie Alden 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:

Situated in the Village of Milford Center, County of Union, and State of Ohio; part of Survey No. 6727 and known as the Mill property:

Beginning at the south side of the saw mill tail race; thence S. 40° W. 18 poles; thence N. 73° E. 8 poles; thence N. 22° E. 1 pole; thence N. 78° W. 2 poles one link; thence N. 22° E. 2 poles; thence N. 71° W. to the east line of In-Lot No. 23 of said Village; thence E. with the line of said lot to the south side of the mill race; thence up said race with the meanders thereof 62 1/2 poles; thence N. 87° W. 126 poles; thence N. 53° E. 6 poles to the bank of the Creek; thence down the Creek with the meanders thereof to the head of the mill race; thence down the north side

of said Race to the S. E. corner of the Tan yard lot, with the full privilege of making and keeping in repair said race; thence N. 22° E. 24 poles to a Thornbush on the south bank of the creek; thence down the creek with the meanders thereof to the place of beginning, supposed to contain sixteen (16) acres more or less, except so much thereof as has been heretofore deeded to Reuben Mann, Elizabeth Coolidge, Chas. Est, Margaret Elliott and the privilege given to the Springfield and Delaware R. R. Company, being same premises conveyed by F. T. Arthur assignee of S. D. Elliott to U. S. Alden July 23<sup>rd</sup> 1895.

The condition contained in said mortgage was as follows:

Provided, nevertheless, and these presents are upon this condition;

That whereas, the said U. S. Alden has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$5000<sup>00</sup>

Maysville, Ohio, July 23<sup>rd</sup> 1895.

Received of the Citizens Home and Savings Company, of Maysville, Ohio, Five thousand Dollars, as a loan on 50 shares of stock, No. 1343, owned by U. S. Alden in said Company.

I agree to pay to said Company weekly, not less than Twelve and 67<sup>100</sup> 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 Ten Dollars per week.

Third. To the payment of the interest due on said loan, amounting to Six 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 due on said stock.

Said payments shall be continued until the due or credited on said stock, together with the dividends declared thereon shall be equal to 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) U. S. Alden.

Now, if the said U. S. Alden shall pay to said Company, its successors or assigns, the said sum of money when due as set forth by said contract, then these presents shall be void.

On the 23<sup>rd</sup> day of July, A.D. 1895, at 4<sup>30</sup> O'clock P. M.

Receipts.

Summons

said Mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 33 page 292 of the Records of mortgages of said county.

Said Mortgage duly became absolute.

There is due and remaining unpaid upon said contract set forth in the first cause of action herein the sum of Five thousand and Eighty Six and 5/100 Dollars, on the 24th day of May 1897; and the further sum provided in said contract, viz:

For fines, Tax and 5/100 Dollars; for premium Ten Dollars and for interest Six Dollars, in all Ten and 5/100 Dollars for each and every week from and after said 24th day of May, 1897.

The said plaintiff, The Citizens Home and Savings Company, therefore asks judgment against said U. S. Alden for said sum of Five thousand and Eighty Six and 5/100 Dollars, and Ten and 5/100 Dollars for each and every week from and after May 21st 1897; that said mortgage may be foreclosed, said premium amount to be sold and the proceeds thereof be applied to the payment of said indebtedness of Five thousand and Eighty Six and 5/100 Dollars, and Ten and 5/100 Dollars additional from and after the 24th day of May 1897, 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, Union County, 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 21st day of August, 1897.

J. N. Conell Clerk of  
Court in and for Union County, Ohio.

To the Clerk:

Receipt.

Issue summons for the defendants, U. S. Alden and Mattie Alden to the Sheriff of Union County, Ohio, returnable according to law. Indorse: "Judgment and foreclosure of mortgage. Amount claimed \$5086.50 and \$10.50 weekly from and after May 24th 1897."

John M. Brodrick  
Attorney for Plaintiff.

On the 21st day of August A.D. 1897, the following summons was issued, to-wit:  
Sheriff of Union County, Ohio, by the clerk of this said court to-wit:

Summons

The State of Ohio, Union County, Ohio.  
To the Sheriff of Union County:  
You are hereby commanded to notify U. S. Alden and

lot, with  
said case;  
south bank  
meanders  
contain lit-  
thence as  
with Coolidge,  
in to the  
line premises  
U. S. Alden  
mortgage  
are upon  
has entered  
my in the  
23rd 1895.  
mings Company,  
a loan  
S. Alden in  
weekly, not  
be appli-  
after assess-  
the By-Laws  
for prece-  
law for week.  
due on said  
money of-  
regard prop-  
any.  
shall be  
the two  
lands declared  
pay said  
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Alden.  
to said Comp  
money  
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O'clock P. M.

Mattie Alden and her husband have been sued by the Citizens Home and Savings Company, in the Court of Common Pleas of Union County, and must answer by the 18th day of September 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 30th day of August A.D. 1897.

(seal) Returns my hand and the seal of said Court, this 21st day of August A.D. 1897. J. N. Grinnell Clerk.

Afterward on the 24th day of August A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

Sheriff's Return.

|                |       |                    |                   |
|----------------|-------|--------------------|-------------------|
| Sheriff's Fees | to    | the State of Ohio, | Sheriff's Return. |
| Service Return | 65    | Union County,      |                   |
| mileage        | 80    |                    |                   |
| Copies         | 30    |                    |                   |
| Total          | \$175 |                    |                   |

Received this writ August 21st A.D. 1897, at 2 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 U. S. Alden and Mattie Alden, personally, on the 24th day of August, 1897.

J. Ed. Robinson Sheriff.

Indorsed "In action for judgment and foreclosure of mortgage: amount claimed \$5186.50, and \$10.00 weekly payments from and after May 24th 1897."

John W. Brodbeck, Attorney for Plaintiff.

On the 27th day of September A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7425-

|                                     |    |   |
|-------------------------------------|----|---|
| The Citizens Home & Savings Company | vs | Court of Common Pleas<br>Union County, Ohio |
| U. S. Alden et al                   |    |   |

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home and Savings Company, and the evidence;

In consideration whereof the Court find that the defendants U. S. Alden and Mattie Alden have been duly served with summons in this case, and that they are in default for answer and demurrer; and that the allegations of the said petition are thereby confessed by them to be true; and that there is due the said plaintiff, The Citizens Home and Savings Company, from the said defendants U. S. Alden on the contract in writing set forth in the said petition the sum of Five Thousand Two Hundred and Forty Four and 3/4 Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendants U. S. Alden and Mattie Alden his wife, executed and delivered to

Receipt 7425

said plaintiff, The Citizens Home and Savings Company, their certain mortgage as in the petition described, and on the premises therein described;

That said mortgage was duly recorded in Volume 33, page 393, of the Records & 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 and adjudged by the Court that the said plaintiff, The Citizens Home and Savings Company, recover from the said defendant U. S. Alden the said sum of Five Thousand Two Hundred and Forty Four and 3/100 Dollars, with weekly payments of Ten Dollars for each and every week from and after September 6, 1897, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant U. S. Alden, shall within one day from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum or found due as appraised, with weekly payments of \$10.00 for each and every week from and after September 6<sup>th</sup> 1897, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefore to the Sheriff of Union County, Ohio, directing him to cause said premises to be cut-divided into lots and to appraise, advertise and sell said premises after such cut-division, both in lots and the entire tract in one as upon execution, and report his proceedings to this Court for further order.

Brodrick for Plaintiff.

On the 11<sup>th</sup> day of October A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

|                 |  |  |
|-----------------|--|--|
| Receipt<br>7425 | The Citizens Home and Savings Company<br>vs<br>U. S. Alden et al | Court of Common Pleas<br>Union County, Ohio. |
|-----------------|--|--|

To the Clerk of said Court:

Issue Order of Sale in the above case, also to cut-divide as per order of Court, returnable according to law.

John M. Brodrick  
Attorney for Plaintiff.

On the 11<sup>th</sup> day of October A.D. 1897, the following Order of Sale was issued by the Clerk of this Court, to-wit:

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

Whereas at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 27<sup>th</sup> day

of September, 1897. The Citizens Home and Savings Company obtained a Judgment and Decree against U. S. Alden et al for the sum of Five thousand Two hundred Forty Four &  $\frac{3}{100}$  Dollars with weekly payments of \$10<sup>00</sup> for each and every week from and after September 6<sup>th</sup> 1897, and costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said U. S. Alden et al within one day from the 27<sup>th</sup> day of September A.D. 1897, pay unto the said The Citizens Home and Savings Company the said sum of Five thousand Two hundred Forty Four and  $\frac{3}{100}$  Dollars, with said weekly payments as aforesaid 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 \$5244<sup>31</sup> 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 Millford Center, County and State aforesaid, part of Survey No. 5127, and known as the Mill property;

Beginning at the north side of the Saw-Mill Tail race; thence S. 40° N. 18 poles; thence N. 75° W. 8 poles; thence N. 22° E. 1 pole; thence N. 73° W. 2 poles 1 link; thence N. 73° N. 4 poles and 2 links. thence N. 71° W. to the east line of In. Lot No. 23 of said village; thence E. with the line of said lot to the south side of the Mill race; thence up said race with the meanders thereof 62 $\frac{1}{2}$  poles; thence N. 87° W. 126 poles; thence N. 53° E. 6 poles to the bank of the creek; thence down the creek with the meanders thereof to the head of the Mill-Race; thence down the north side of said race to the S. E. corner of the tan yard lot, with the full privilege of making and keeping in repair said race; thence N. 22° E. 24 poles to a thorn-bush on the south bank of the creek; thence down the creek with the meanders thereof to the place of beginning, supposed to contain sixteen (16) acres, more or less, except so much thereof as has been heretofore decided to Reuben Mann, Elizabeth Corbridge, Chas. Erb, Margaret Elliott and the privilege given to the Springfield and Delaware R. R. Company; being same premises conveyed by F. J. Arthur Assignee of U. S. Elliott to U. S. Alden, July, 28<sup>th</sup> 1895.

New Description.

Tract No. 1, of the Sub-Division of the Mill Property at Wilford Center; Bounded and described as follows:

Beginning at a stake in the west margin of Mill Street and at the north east corner of lot No. 101; thence with the north line of said lot N. 67° 30' W. 24 2/3 feet to the north west corner of said lot; thence with the north line of lot No. 100 N. 55° W. 65 1/2 feet to the north west corner of the brick building; thence N. 22° 30' E. 21 feet to a stake the westerly corner of tract No. 2 of said sub-division; thence with the westerly line of said tract No. 2 S. 58° E. to the westerly margin of said Mill Street; thence with said street S. 37° W. 22 1/2 feet to the beginning, containing 97/100 of an acre, more or less.

Appraised at One Hundred and Fifty (\$150.00) Dollars.

Tract No. 2.

Beginning at a stake the westerly corner to the land of L. E. Erb and in the westerly margin of Mill Street; thence with said street S. 37° W. 61 feet to a stake the north east corner to tract No. 1 of said sub-division; thence with the westerly line of said tract N. 58° W. to the westerly corner of said tract; thence N. 22° 30' E. 45 feet to a stake on the bank of the Mill-Race; thence N. 85° E. 91 1/2 feet to a stake near the northeast corner of L. F. Erb's brick Black-Smith shop; thence with said shop S. 21° E. 75 feet to the beginning, containing 257/100 of an acre more or less.

Appraised at Six Thousand (\$6000.) Dollars.

Tract No. 3.

Beginning at a stake on the south bank of Big Darby Creek and in the center of the Wayville and Wilford Center gravel road; thence with said road S. 37° W. 12 5/100 poles to a stake; thence N. 53° W. 1 pole to the corner of L. F. Erb's land; thence with five consecutive lines of said land S. 55° W. 6 6/100 poles to a stake N. 21° W. 2 5/100 poles to a stake S. 69° W. 2 3/100 poles to a stake at the original corner of an old Wagon Shop; thence S. 21° E. 3 9/100 poles to a stake at the north east corner of the Erb brick black smith shop; thence with the end of said shop S. 69° W. 1 5/100 poles to a stake at the north west corner of said shop and at the westerly corner of tract No. 2 of sub-division of the Mill Property; thence with a line of said tract S. 85° W. 5 5/100 poles to a stake the northeast corner of J. A. and E. M. Morris' lot; thence with the line of said lot and E. W. M. Adams' lot N. 67° 30' W. 4 6/100 poles to a stake S. 22° 30' W. 29/100 of a pole to a stake and N. 67° 30' W. 5 1/100 poles to a stake in the westerly line of the C. E. C. & N. L. Rail Road Company's lands; thence with said line N. 41° E. 27 2/100 poles to a stake on the bank of said creek; thence down the creek with the meanders

Company  
Held to at  
Forty Four &  
each and  
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of said Court  
Held to at  
A.D. 1897,  
Company  
Forty Four  
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same, that  
County, Com-  
tute regula-  
the real  
re fully  
costs afore-  
as appears  
proceed,  
according to  
at law,  
Union County,  
County  
and known  
Saw-Mill  
& poles;  
link; thence  
to the east  
E. with  
the Mill race;  
62 1/2 poles;  
as to the  
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down the  
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Also, except  
eded to  
regard Elliott  
& Delaware  
by F. J. Arthur  
1895.

thereof to the beginning, containing 2<sup>4</sup>/<sub>100</sub> of an acre, more or less.

Appraised at One Hundred and Fifty (\$150<sup>00</sup>) Dollars.

Tract No. 4.

Beginning at a stake on the south side of the Mill Race and in the east line of an alley; thence N. 27° E. 24<sup>9</sup>/<sub>100</sub> poles to a stone bush on the bank of the old bed of the creek; thence down the creek with the meander thereof to the north line of the C. C. & N. L. Rail Road Company's land; thence with said line S. 41° W. 24<sup>12</sup>/<sub>100</sub> poles to a stake on the south bank of the Mill Race; thence with the bank of said race N. 67° 15' W. 11<sup>29</sup>/<sub>100</sub> poles to the beginning, containing 2<sup>29</sup>/<sub>100</sub> acres more or less.

Appraised at One Hundred and Twenty Five (\$125<sup>00</sup>) Dollars.

Tract No. 5.

Consists of the Mill Race - Beginning at the west line of an alley between lots No. 20 and 21 continued to the Mill Race; thence with said Race in a westerly direction with the meanderings thereof to the Mill Dam.

Together with all lands lying between said Race and the lots Nos. 15, 16, 17, 18, 19, 41 and the east one half of No. 40 and the land north of West Street and north of an alley between Lots No. 15 and 41, also all lands included in a certain Mortgage given by U. S. Alden to The Citizens Home and Savings Company which lies west of the Mill Dam.

Appraised at Forty Five (\$45<sup>00</sup>) Dollars.

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 the order with you.

(seal)

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield, this 11<sup>th</sup> day of October A. D. 1897.  
J. N. Gosnell Clerk.

Proof of Publication  
7425

Afterward on the 16<sup>th</sup> day of November A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

The State of Ohio,  
Wesley County ss.

Sheriff's Return.

Sheriff's Return.

|                 |       |
|-----------------|-------|
| Sheriff's Fee   | \$ 20 |
| Service         | 25    |
| Levy            | 25    |
| Sum. Appraisers | 1 20  |

In obedience to the command of the order of Sale hereto annexed, I did on the 11<sup>th</sup> day of October, 1897, summons C. D. Perfect, W. D. Thompson and J. C. Kintner, three disinterested freeholders,



of an acre,  
Dollars.  
Side of the  
Lane N. 27<sup>th</sup>  
of the old  
the meadows  
Rail Road  
W. 24 1/2 100  
Mill Race;  
W. 11 2/4 100  
more or less.  
Dollars.

at the west  
ended to the  
direction

said Race  
one half  
all north  
lands in-  
Alden to  
his

ended to  
action agree-  
to sale  
title requ-  
ly the  
judgment  
therein;  
herein, to  
from the

our said Court  
of said Court,  
A.D. 1897.  
and Clerk,  
A.D. 1897, the  
office in

of the order  
11<sup>th</sup> day of  
O. D. Thompson  
freeholders,

|                   |       |
|-------------------|-------|
| Swearing Apprs    | 25    |
| Conveying "       | 1 50  |
| Waiting Appraisal | 25    |
| Copy of "         | 25    |
| Notice to Printer | 25    |
| Waiting Notice    | 25    |
| Billage           | 1 60  |
| Poundage          | 57 00 |
| Return            | 25    |
| Total             | 63 80 |
| Appraisers Fees   | 3 00  |

residents of said County, who were by me  
duly sworn to impartially appraise the lands  
and tenements therein described, upon act-  
ual view, and afterward, on the 11<sup>th</sup> day  
of October, 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 Six Thousand Four Hundred  
and Seventy 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 14<sup>th</sup> day of October, 1897, I caused  
to be advertised in the Shivan, (a newspaper printed and  
published, and of general circulation in Union County), said  
lands and tenements to be sold at public sale, on the pre-  
mises in said County, on the 16<sup>th</sup> day of November A. D. 1897,  
at Two O'clock P. M. of said day.

And having advertised the said lands and ten-  
ements 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 16<sup>th</sup> day of November A. D. 1897,  
at the time and place above mentioned, proceed to offer  
said lands and tenements at public sale, and there and  
there came J. H. Allinger, L. K. Brugler and Frank Brugler  
who bid for the same the sum of Five Thousand Two  
Hundred Dollars, and said sum being more than two-  
thirds of the appraised value thereof, and said J. H. Allin-  
ger, L. K. Brugler and Frank Brugler being the highest and  
best bidders thereof, I there and there publicly sold and  
struck off said lands and tenements to them for said  
sum of Five Thousand Two Hundred Dollars.

J. Ed Robinson Sheriff.

On the 15<sup>th</sup> day of November A. D. 1897, the following Proof of Publi-  
cation was filed with the Clerk of this Court, to-wit;

Proof of  
Publication  
7425

The Citizens Home &  
Savings Company  
U. S. Alden et al

Court of Common Pleas  
Union County, Ohio.

By virtue of the above stated writ to me di-  
rected from the Court of Common Pleas of Union County, Ohio,  
I will offer for sale on the premises in Milford Center, Ohio,  
on Tuesday November the 16<sup>th</sup> 1897, at or about the hour of  
2 O'clock P. M. on said day the following described real estate  
to-wit:

Situate in the township of Union, County of Union,  
and State of Ohio, and bounded and described as follows:  
Situate in the Village of Milford Center County and

State aforesaid; Part of Survey No. 5727 and known as the Mill Property:

Beginning at the North side of the Saw mill tail race; Thence south 40 degrees, west 18 poles; Thence north 73 degrees, west 8 poles; Thence north 22 degrees east 1 pole; Thence north 73 degrees west 2 poles one link; Thence north 22 degrees east 2 poles; Thence north 73 degrees west 4 poles and 2 links; Thence north 71 degrees west to the east line of in-lot No. 23 of said Village; Thence east with the line of said lot to the south side of the mill race; Thence up said race with the meanders thereof 62½ poles; Thence north 87 degrees west 126 poles; Thence north 53 degrees east 6 poles to the bank of the creek; Thence down the creek with the meanders thereof to the head of the mill race; Thence down the north side of said race to the south east corner of the lan yard lot, with the full privilege of making and keeping in repair said race; Thence north 22 degrees and 24 poles to a stone bush on the south bank of the creek; Thence down the creek with the meanders thereof to the place of beginning, supposed to contain sixteen (16) acres, more or less, except so much thereof as has been heretofore deeded to Reuben Oram, Elizabeth Coolbridge, Chas. Erb, Margaret Elliott & the privilege given to the Springfield and Delaware R.R. Company; being same premises conveyed by F. J. Arthur, Assignee of S. D. Elliott to W. S. Alden, July 23<sup>rd</sup>, 1875.

#### New Description.

Tract No. 1 of the Sub-division of the mill property at Oxford Center; Bounded and described as follows:

Beginning at a stake in the west margin of Mill Street and at the northeast corner of lot No. 101; Thence with the north line of said lot north 67 degrees 30' west 24½ feet to the northwest corner of said lot; Thence with the north line of lot No. 100 north 55 degrees west 65½ feet to the northwest corner of the brick building; Thence north 22 degrees 30' east 21 feet to a stake, the westerly corner of tract No. 2 of said Sub-division; Thence with the southerly line of said tract No. 2 south 58 degrees east to the westerly margin of said Mill Street; Thence with said Street south 37 degrees west 22½ feet to the beginning, containing 57100 of an acre, more or less.

Tract No. 2-

Beginning at a stake, the southerly corner to the land of L. F. Erb and in the westerly margin of Mill Street; Thence with said Street south 37 degrees west 61 feet to a stake the northeast corner to tract No. 1 of said Sub-division; Thence with the northerly line of said tract north 58 degrees west to the northerly corner of said tract; Thence north 22 degrees 30' east 45 feet to

... as the  
Saw mill  
Thence  
degrees east  
link; Thence  
degrees west  
east to the  
the mill  
thence 62 1/2  
Thence north  
Thence  
the head of  
said race  
with the  
said  
to a stone  
the  
beginning,  
except  
to Reuben  
& Elliott &  
Delaware R.R.  
F. J. Arthur,  
1875.

... property  
follows;  
east margin  
of lot No.  
north 67  
corner of said  
north  
corner of the  
east 21 feet  
2 of said  
of said  
margin  
at 37 degrees  
5/100 of  
corner to  
margin of  
degrees west  
No. 1 of  
line of said  
corner of  
45 feet to

a stake on the bank of the mill race: Thence north  
85 degrees east 9 1/2 feet to a stake near the northwest  
corner of L. F. Erb's brick black smith shop; Thence with  
said shop south 21 degrees east 75 feet to the begin-  
ning, containing 27/100 of an acre, more or less.  
Tract No. 3-

Beginning at a stake on the south bank of  
Big Darby Creek and in the center of the Wyanonville  
and Wilford Center gravel road; Thence with said road  
south 37 degrees west 12 8/100 poles to a stake; Thence  
north 53 degrees west 1 pole to the corner of L. F. Erb's  
land; Thence with five consecutive lines of said land  
south 65 degrees west 6 04/100 poles to a stake; north 21  
degrees west 2 27/100 poles to a stake; south 69 degrees  
west 2 87/100 poles to a stake at the original corner of  
an old wagon shop; Thence south 21 degrees east 3 9/100  
poles to a stake at the north east corner of the Erb  
brick black Smith shop; Thence with the end of said  
shop south 69 degrees west 1 57/100 poles to a stake at  
the northwest corner of said shop and at the northwest  
corner of tract No. 2 of sub-division of the Mill property;  
Thence with a line of said tract south 85 degrees west  
5 57/100 poles to a stake the northeast corner of J. A. & E. M.  
Morris lot; Thence with the line of said lot and O. H.  
M<sup>r</sup>. Adams lot north 67 degrees 30' west 4 64/100 poles to  
a stake south 22 degrees 30' west 2 0/100 of a pole to  
a stake and north 67 degrees 30' west 5 16/100 poles to  
a stake in the southernly line of the C. C. & St. L. Rail-  
road Company's lands; Thence with said line north 41  
degrees east 27 27/100 poles to a stake on the bank of said  
creek; Thence down the creek with the meanders thereof  
to the beginning, containing 2 40/100 of an acre more or less.  
Tract No. 4-

Beginning at a stake on the south side of  
the mill race and in the east line of an alley; Thence  
north 27 degrees east 21 8/100 poles to a stone bush on  
the bank of the old bed of the creek; Thence down the  
creek with the meanders thereof to the north line of the  
C. C. & St. L. Railroad Company's land; Thence with  
said line south 41 degrees west 24 17/100 poles to a stake  
on the south bank of the mill race; Thence with the  
bank of said race north 67 degrees 18' west 11 26/100  
to the beginning, containing 3 23/100 acres more or less.  
Tract No. 5-

Consists of the Mill Race; Beginning at the west  
line of an Alley between lots Nos. 20 and 21 continued  
to the mill race; Thence with said race in a westerly  
direction with the meanders thereof to the mill dam  
together with all lands lying between said race and  
the lots Nos. 15, 16, 17, 18, 19, 41 and the east one half

of No. 40 and the land north of West Street and north of an alley between lots Nos. 15 and 41, also all lands included in a certain mortgage given by U. S. Alden to the Citizens Home and Savings Company, which lies west of the mill dam.

The above described property will be offered for sale by tracts and then as a whole, the plaintiff reserving the right to sell either way.

|             |              |             |
|-------------|--------------|-------------|
| Tract No. 1 | Appraised at | \$ 150.00.  |
| " " 2       | " " "        | \$ 6000.00. |
| " " 3       | " " "        | \$ 150.00.  |
| " " 4       | " " "        | \$ 125.00.  |
| " " 5       | " " "        | \$ 45.00.   |
| Whole       | " " "        | \$ 6470.00. |

Terms of Sale - Cash.

J. Ed Robinson Sheriff,  
Union County, Ohio.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, say that a copy of the annexed Notice was published for 5 consecutive weeks in the "Weekly Chiron," a newspaper of general circulation in the County of Union, said publication beginning with October 14<sup>th</sup> 1897.

C. F. Monroe.

Sworn to and subscribed before me this 13<sup>th</sup> day of November, 1897.

Pinus fee, \$ 51.00.

(seal)

A. L. Hall

Notary Public.

On the 12<sup>th</sup> day of October the following Cost Bill of J. C. Kinney, Deputy County Surveyor of Union County, Ohio, was filed with the Clerk of the Court of Common Pleas of Union County, Ohio, which Cost Bill is returned on the Sheriff's Land appraisal, and is as follows; to-wit:

Said cost bill includes the costs of assistance as per itemized below.

Surveyor's Bill.

|                          |                             |          |
|--------------------------|-----------------------------|----------|
| October 12 <sup>th</sup> | Ratio and papers            | \$ 3.00  |
| " 2 <sup>nd</sup>        | To Surveying 1 da.          | \$ 3.00  |
| " 4 <sup>th</sup>        | " " 1 da.                   | \$ 3.00  |
| " 6 <sup>th</sup>        | " " 1 da.                   | \$ 3.00  |
| " 8 <sup>th</sup>        | " Description & c.          | \$ 2.00  |
| " "                      | " Report                    | \$ 1.00  |
| " "                      | " plat and calculation      | \$ 3.00  |
| " "                      | " Chain carriers and rodman | \$ 7.25  |
|                          | Total                       | \$ 25.25 |

J. C. Kinney  
Surveyor.

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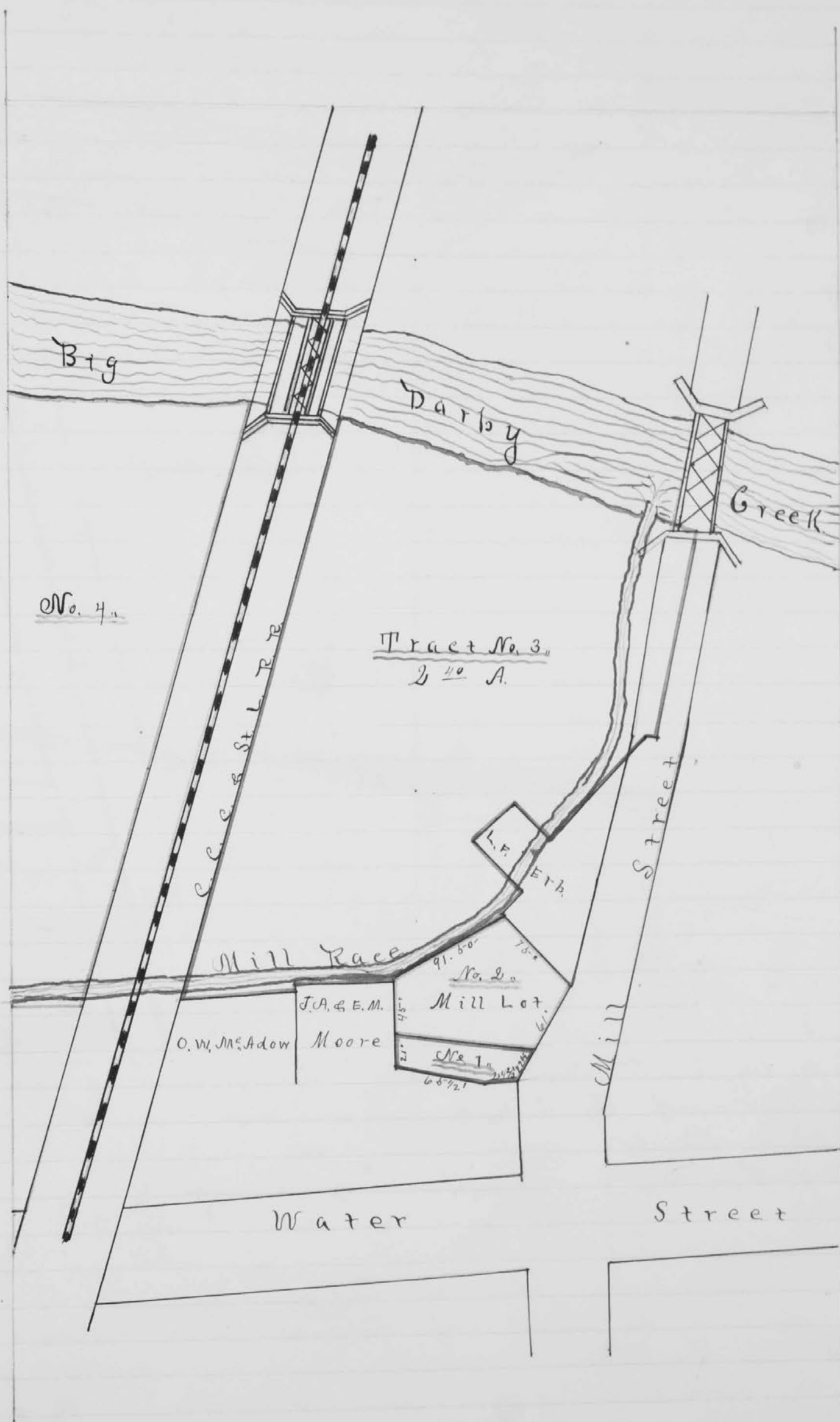
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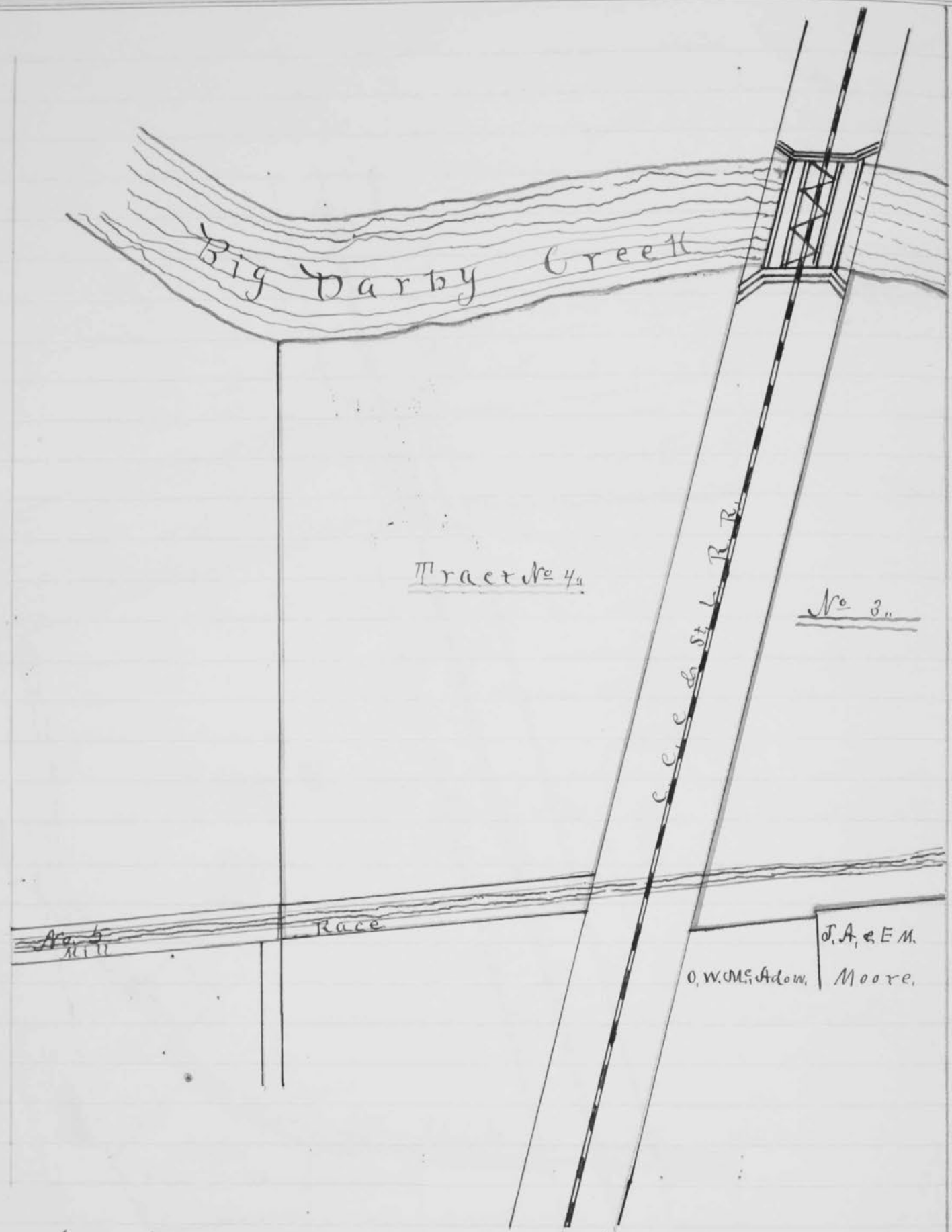
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On the 27<sup>th</sup> day of November A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7425  
The Citizens Home & Savings Company  
vs  
W.S. Alden et al

Court of Common Pleas  
Union County, Ohio

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 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 hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchasers, J.W. Allinger, L.H. Brugler and Frank Brugler, by deed according to law, the property so sold, and the said purchasers hereby are 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 their title.

It is further ordered that the Clerk cause satisfaction of the mortgage herein said 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 Five Thousand Two Hundred (\$5200.00) 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 amounting to \$

Second = The costs of this action, taxed at \$165.72.

Third = To the plaintiff the balance of said proceeds amounting to \$5034.28. to be credited on its judgment heretofore rendered herein

John M. Brodrick  
Attorney for Plaintiff

Attest

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

J. A. & E. M.

Adon. Moore.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the State of Ohio, before the Honorable Duncan Don, Judge of said Court, at the Term of September, to-wit: on the 6th 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 September A.D. 1896, The Citizens Home and Savings Company, filed in the Clerk's Office of the said Court of Common Pleas, the following Petition, to-wit:

Petition  
7207

The Citizens Home and Savings Company  
vs  
Allie C. Rogers  
Eli C. Rogers

Court of Common Pleas  
Union County Ohio

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.

First Cause of Action:

For a first cause of action the said plaintiff, The Citizens Home and Savings Company says:

That on the 18th day of May, 1893, the said defendant Allie C. Rogers made and delivered to said Company her contract, in writing, of which the following is a copy.

\$3000.00

Marysville, Ohio, May 18th 1893.

Received of The Citizens Home and Savings Company, of Marysville, O., One Thousand Dollars, as a loan on 30 shares of stock, No. 890 owned by Allie C. Rogers in said Company.

I agree to pay to said Company weekly, not less than Five 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 three and 29/100 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 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.

Allie C. Rogers.

No. 336.

The By Laws of said Company providing for the assessments 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 written application of said defendant Allie C. Rogers, and the agreement under which said loan was obtained the premium for procuring in obtaining said loan was \$7.00 Dollars per week and the interest thereon was \$2.40 per week.

Second Cause of Action:

For a second cause of action the said plaintiff, The Citizens Home and Savings Company says; That on the 18<sup>th</sup> day of May, 1893, and to secure the said loan, and weekly payments set forth in said contract in said first cause of action herein, the said defendant, Allie C. Rogers and Eli P. Rogers, her husband executed and delivered to said plaintiff, the Citizens Home and Savings Company their certain 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, part of Survey No. 3357. Beginning at a stone and piece of brick in the center of the Martins gravel road and fronting and sixty eight one hundredths poles south eighty-five degrees and 15 minutes E. from a stone at the intersection of East Fifth and Cherry Streets: thence with the center of the said Martins gravel road South eighty five degrees fifteen minutes East seventy six and twelve one hundredths poles to the center of the C.C.C. & St. L. Railroad: thence with the center of said Railroad South seventy three degrees ten minutes West sixty six and fifty two one hundredths poles to the center of the California gravel road: thence with the center of the said California gravel road North fifty degrees west twenty and twenty two one hundredths to a stone and piece of brick: thence North four five degrees 20 minutes E. twelve and seventy six one hundredths poles to the beginning, containing six and forty five hundredths acres; excepting 17 feet in width off of the north side of the said C.C.C. & St. L. Railroad, leaving 6<sup>05</sup>/<sub>100</sub> acres.

The condition contained in said mortgage was as follows:

Provided, nevertheless, and those presents are upon these conditions:

That whereas the said Allie Rogers has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$3000<sup>00</sup>

Mayssille, Ohio, May 18<sup>th</sup> 1893.  
Received of The Home and Savings Company, of Mayssille, Ohio, Two Thousand Dollars, as a loan on 20 shares of stock No. 890 owned by Allie E. Rogers in said Company.

I agree to pay to said Company weekly, not less than Five 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.

Third. To the payment of the interest and premiums due on said loan, amounting to Three and 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, Allie E. Rogers.

Now, if the said Allie E. Rogers shall pay to said Company, its successors or assigns, the said sum of money when due as set forth by said contract, then these presents shall be void.

On the 18<sup>th</sup> day of May A.D. 1893, at 4-25 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 9 of the Records of Mortgages of said County.

Third cause of action:

For a third cause of action the said plaintiff The Citizens Home and Savings Company says:

That on the 23<sup>rd</sup> day of April, 1895, the said defendant Allie E. Rogers made and delivered to said Company her contract, in writing, of which the following is a copy.

\$3000<sup>00</sup>

Mayssille, Ohio, April 23<sup>rd</sup> 1895.  
Received of The Citizens Home and Savings Company,

of Maryville, O., Two Hundred Dollars, as a loan on Two shares of Stock, No. 890 owned by Allie G. Rogers, in said Company.

I agree to pay to said Company weekly, not less than 50/100 Dollars, which shall be applied as follows:

First: To the payment of 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 09/100 Dollars per week.

Third: To the payment of the interest due on said loan, amounting to 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 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.

The By-Laws of said Company (Allie G. Rogers) any 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 Allie G. Rogers has paid to said Company on the first and third cause of action herein the sum of Seven Hundred and Thirty Nine and 23/100 Dollars, which has been applied according to the terms of said contract as follows:

For fines \$42.00; for insurance \$15.00; for premium \$123.57; for interest \$370.50, and the remainder, \$187.25, has been credited as dues on said stock.

The dividends declared on said stock are Twenty Two and 04/100 Dollars.

The said defendant Allie G. Rogers has failed to make the weekly payments as agreed to be paid in said contract for 22 weeks, the last payment having been made on said stock on the 6th day of April 1896.

Fourth cause of action:

For a fourth cause of action the said plaintiff the Citizens Home and Savings Company says: That on the 23rd day of April, 1896, and to secure the said loan, and weekly payments, set forth in said contract in said first cause of action herein, the said

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defendant, Allie C. Rogers and Eli P. Rogers, her husband, executed and delivered to said plaintiff the Citizens Home and Savings Company their certain mortgage and 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 premises described in the second cause of action herein, and by the same description as therein set forth.

The condition contained in said mortgage was as follows:

Provided, nevertheless, and these presents are upon these conditions:

That, whereas, the said Allie C. Rogers has entered into a contract in writing with said Company in the words and figures following, to-wit:

\$200<sup>00</sup> Mansville, Ohio, April 23<sup>rd</sup> 1895.  
Received of The Citizens Home and Savings Company, of Mansville, Ohio, Two Hundred Dollars as a loan on Two Shares of Stock, No. 890, owned by Allie C. Rogers in said Company.

I agree to pay to said Company weekly, not less than \$7.00 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 premiums for precedence due on said loan, amounting to \$7.00 Dollars per week.

Third - To the payment of the interest due on said loan, amounting to 24<sup>00</sup> 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 due on said stock.

Said payments shall be continued until the due or 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) Allie C. Rogers.

Now if the said Allie C. Rogers shall pay to said Company, its successors or assigns, the said sum of money when and as set forth by said contract, then these presents shall be void.

On the 29<sup>th</sup> day of April A.D. 1895, at 9<sup>25</sup> 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 290 of the Records of mortgages of said County.

Receipt

Said mortgage deed has become absolute. There is due and remaining unpaid upon said contracts set forth in the first and third cause of action herein the sum of One thousand Nine Hundred and Ninety and 7/100 Dollars, on the 6th day of April 1896; and the further sum provided in said Contract viz: for fines One and 7/100 Dollars; for premiums 15.00 Dollars and for interest Two and 67/100 Dollars, in all Four and 67/100 Dollars for each and every week from and after said 6th day of April, 1896.

The said Plaintiff, The Citizens Home and Savings Company, therefore asks judgment against said Allie C. Rogers for said sum of One thousand Nine Hundred and Ninety and 7/100 Dollars, and Four and 67/100 Dollars for each and every week from and after April 6th 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 One thousand and Ninety and Ninety and 7/100 Dollars, and Four and 67/100 Dollars additional from and after the 6th day of April 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, Union County, 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.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 12th day of September, 1896.  
(seal)

J. T. Gosnell, Clerk  
of Court in and for Union County, Ohio.

To the Clerk:

Receipt

Issue Summons for the defendants Allie C. Rogers, to the Sheriff of Union County, Ohio, returnable according to law. Indorse: "Judgment and foreclosure of mortgage. Amount claimed \$1990.74 and \$4.67 weekly from and after April 6th 1896."

John M. Brodrick  
Attorney for Plaintiff.

On the 12th day of September a. d. 1896, the following Summons was issued by the Clerk of this Court to the Sheriff of Union County, Ohio, to-wit:

Summons.

The State of Ohio, Union County, ss.  
 To the Sheriff of Union County:  
 You are hereby commanded to notify Allie C. Rogers and Eli P. Rogers 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 11<sup>th</sup> 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 21<sup>st</sup> day of September, 1896.

Witness my hand and the seal of said Court, this 12<sup>th</sup> day of September A.D. 1896.  
 (seal)

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

Afterward on the 13<sup>th</sup> day of September A.D. 1896, the Sheriff of said County, returned said writ to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

|                  |                      |                   |
|------------------|----------------------|-------------------|
| Sheriff's Fee    | to the State of Ohio | Sheriff's Return. |
| Service & Return | 65 Union County,     |                   |
| Mileage          | 16                   |                   |
| Copy             | 30                   |                   |
| Total \$ 111     |                      |                   |

Received this writ September 15<sup>th</sup> A.D. 1896, at 8 O'clock A. M. and served same by handing a true copy of this writ with the endorsement thereon to Allie C. Rogers personally, and to Eli P. Rogers by leaving a true copy at his usual place of residence on the 17<sup>th</sup> day of September 1896.

Wm. C. Lindgrass, Sheriff.

Indorsed "In action for judgment and foreclosure of mortgage, amount claimed One Thousand Nine Hundred and Ninety Eight Dollars and Four Cents 74/100 weekly from and after April 6<sup>th</sup> 1896."

John W. Braddock, Atty.

On the 16<sup>th</sup> day of November A.D. 1896, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7207

|                                     |    |                       |
|-------------------------------------|----|-----------------------|
| The Citizens Home & Savings Company | vs | Court of Common Pleas |
| Allie C. Rogers & Eli P. Rogers.    |    | Union County, Ohio.   |

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 demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant Allie C. Rogers on the contracts set forth in the petition, with weekly payments to the date of this decree the sum of Two Thousand and One Hundred and Thirty Eight and 84/100 Dollars.

Receipt 7207

The Court further find that in order to secure the payment of said contracts, the defendant Allie G. Rogers and Eli P. Rogers, her husband, executed and delivered to said The Citizens Home and Savings Company, the plaintiff, their mortgages as in the petition described, and on the premises therein described; that one of said mortgages was duly recorded in Volume 88 page 9, and the other was duly recorded in Volume 88 page 249, of the Records of Mortgages of said Union County, and are good and valid liens on the premises described in the petition, and that the conditions in said mortgages have been broken.

It is therefore evidenced by the Court that the plaintiff recover from the defendant Allie G. Rogers the said sum of Two Thousand One Hundred and thirty eight and 5/100 Dollars, with weekly payments of Four and 6/100 Dollars for 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 Allie G. Rogers, 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 weekly payments of Four and 6/100 Dollars from the 16th day of November, 1896, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefore to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

John M. Brodnick  
Attorney for Plaintiff

On the 11th day of August A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt  
7207

The Citizens Home & Savings Company  
to  
Allie G. Rogers & Eli P. Rogers

Court of Common Pleas  
Union County, Ohio.

To the Clerk of said Court;

the above case returnable according to law.

John M. Brodnick  
Attorney for Plaintiff.

On the 11th day of August A.D. 1897, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Allie G.  
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Order  
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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 16<sup>th</sup> day of November, 1896, the Citizens Home and Savings Company obtained a judgment and decree against Allie B. Rogers et al for the sum of Two thousand One hundred and thirty eight and 00/100 Dollars, with weekly payments of Four and 16/100 dollars for each week from and after the 16<sup>th</sup> day of November, 1896, and fourteen and 00/100 Dollars, costs of suit.

And whereas it was then and there, by said Court ordered, adjudged and decreed, that the said Allie B. Rogers et al within three days from the 16<sup>th</sup> day of November A.D. 1896, pay unto the said the Citizens Home and Savings Company, the said sum of Two thousand One hundred and thirty eight and 00/100 Dollars, with weekly payments as above stated 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 Two thousand One hundred and thirty eight and 00/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me 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 Township of Paris, County of Union, and State of Ohio, Part of Survey No. 3357-

Beginning at a stone and piece of brick in the center of the Watkins gravel road, and fronting and sixty eight one hundredths poles South eighty five degrees and fifteen minutes E. from a stone at the intersection of East Fifth and Cherry streets: thence with the center of the said Watkins gravel road South eighty five degrees fifteen minutes East seventy six and twelve one hundredths poles to the center of the C.C.C. and St. L. Railroad; thence with the center of said Railroad South seventy five degrees five minutes west sixty six and fifty two one hundredths poles to the center of the California gravel road; thence with the center of the said California gravel road North fifty degrees west twenty and twenty two one hundredths poles to a stone and piece of brick; thence north fourteen degrees twenty minutes East twelve and

Sheriff's  
Return.

7207



Seventy six one hundredths poles to the beginning, containing Six and forty five one hundredths acres; excepting Seventeen feet in width off of the north side of the said c.e.c. and St. L. Railroad, leaving Six and five one hundredths acres.

He therefore commands 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 11<sup>th</sup> day of August A.D. 1897.

J. N. Gosnell Clerk

Afterward on the 23<sup>rd</sup> day of September A.D. 1897, the Sheriff of said County, returned said writ to the Clerk's office in said County, which return is as follows:

| Sheriff's Fees    |   | \$ cts | The State of Ohio, Sheriff's Return.   |
|-------------------|---|--------|--|
| Sheriff           |   | 25     | Union County, ss. In obedience to the command of the Order of Sale hereto annexed, I did, on the 12 <sup>th</sup> day of August A.D. 1897, summon O. L. James, Leonidas Turner and Sol Butz, 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 12 <sup>th</sup> day of August 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 three thousand Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. |
| Sum. Appraisers   | 1 | 20     |  |
| Swearing "        |   | 25     |  |
| Writing Appraisal |   | 25     |  |
| Copy of "         |   | 25     |  |
| Writing Notice    |   | 25     |  |
| Mileage           |   | 16     |  |
| Return            |   | 25     |  |
| Total             |   | 3 11   |  |
| Appraisers Fees   |   | 3 00   |  |

Sheriff's Return.

This writ returned by order of plaintiff's attorney.

J. Ed Robinson, Sheriff.

On the 18<sup>th</sup> day of November the following statement of settlement was filed with the Clerk of this Court to-wit:

The Citizens Trust & Savings Co. vs Court of Common Pleas Union County, Ohio.

Allie G. Rogers et al vs This judgment and order of sale is

7207

satisfied by a power note and mortgage, this day filed for record in the Recorder's office of Union County, Ohio, the Citizens Home and Savings Company, by John M. Broadbent, Atty.

Attest  
 J. N. Gosnell Clerk  
 By Jas A. Gosnell Deputy.

Clerk continued and held at the Court House in Mansville, 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 September, 1897, on the 6th day of September in the year of our Lord One thousand Eight Hundred and Ninety Seven.

Be it remembered that heretofore 1897, on the 15th day of July A. D. 1897, Stephen T. Hayt filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Julia M. Baldwin, et al 1897:

Petition  
 7396

Stephen T. Hayt Ed  
 James C. Hayt.

Court of Common Pleas  
 Union County, Ohio.

vs  
 Julia M. Baldwin, Geo. W. Prate, William A. Hayt, Albert Caldwell, Esten Caldwell, Cordelia Caldwell, Edward P. Gravo, Mary C. Gravo, Frederick W. Gravo, Helen M. Parker, Ruth Sauceman, Floyd Sauceman, Sarah Lewis, Maria Puff, Mary C. Redfield, Ernestine Funch, Henry S. Redfield, Friedrich W. Hayt, John C. Hayt, Ada Keys, Lucy C. Hayt, Frank A. Hayt, Winfred Lanning & Martha Robinson.

Petition in Partition.

Plaintiffs says that one Jane A. Putney has been deceased for more than a year last past; that she died leaving her last will and testament, which has been duly admitted to probate by the Surrogate of Putnam County, in the State of New York, where she resided at the time of her decease; that said last will and testament of said decedent contains the following devise, to-wit:

"I give, bequeath and devise all my estate

both real and personal to the children of my three deceased brothers share and share alike, and if any of said children shall be deceased before this bequest is executed then that share shall go to the heirs of said deceased, except George W. Spratt, his wife's share to go to himself; that said Jane A. Pudney at the time of her decease was seized in fee simple and without incumbrance of the following described real estate, to-wit:

Situate in the Township of Clairborne, in County of Union, and in the State of Ohio, and being part of Virginia Military Survey No. 6293;

Beginning at the northwest corner of a tract of one hundred acres conveyed by Lemuel Myers to Maria Hamilton by deed dated July 26<sup>th</sup> A. D. 1876, and recorded in Union County records of deeds in Volume 41 at page 344; thence South two and one-fourth degrees East one hundred and twenty eight poles to an ash, south west corner of said one hundred acre tract; thence North eighty-seven and three-fourth degrees East thirty-seven and one-half poles to a stake; thence North two and one-fourth degrees west one hundred and twenty eight poles to the center of the Ottawa Gravel Road; thence with the center of said road South eighty-seven and one-half degrees west thirty-seven and one-half poles to the place of beginning, containing thirty acres of land.

Plaintiff's further says that they together with the defendants Julia M. Baldwin, William A. Hayt, Cordelia Caldwell, Sarah Lewis, and Maria Buff, are the only children now living of said three brothers of said decedent, Jane A. Pudney, and as such by virtue of the above devise in her last will and testament; they and said defendants are each legally entitled in fee simple to an undivided one-sixteenth part of said above described premises;

That the defendant George W. Pratt, because of the exception in said devise in his favor, also has a legal right to and is seized in fee simple of an undivided one-sixteenth part of said premises;

That the defendants Abner Caldwell and Catharine Caldwell are the only heirs at law of Maria Caldwell deceased, and are each entitled in fee simple to an undivided one-thirty-second part of said premises;

That the defendants Edward W. Graves, Mary E. Graves, Frederick W. Graves and Helen M. Parker are the only heirs at law of Susan E. Graves, deceased, and are each entitled in fee simple to an undivided one-sixty-fourth part of said premises;

That the defendants Bert Sauceman and Floyd Sauceman are the only heirs at law of Anna A.

Sauceman, deceased, and are each entitled in fee simple to an undivided one-thirtysecond part of said premises;

That the defendants Henry S. Redfield, Mary E. Redfield and Ernestine France are the only heirs at law of Mary E. Redfield, deceased, and are each entitled in fee simple to an undivided one-fortyeighth part of said premises;

That the defendants Frederick W. Hayt, John C. Hayt and Ada Keys are the only heirs at law of James A. Hayt, deceased, and are each entitled in fee simple to an undivided one-fortyeighth part of said premises;

That the defendants Lucy E. Hayt and Frank A. Hayt are the only heirs at law of William W. Hayt, deceased, and are each entitled in fee simple to an undivided one-thirty-second part of said premises;

That the defendants Winifred Lanning and Martha Robertson are the only heirs respectively of Augusta Lanning and Martha Thompson, deceased, and are each entitled in fee simple to an undivided one-sixteenth part of said premises.

Plaintiff further says that the said decedents Martha Caldwell, Susan C. Graves, Emma A. Sauceman, Mary E. Redfield, James A. Hayt, William W. Hayt, Augusta Lanning and Martha Thompson are the only deceased children of the said three deceased brothers of said Jane A. Pudney, deceased, excepting the deceased wife of said George W. Pratt.

Plaintiff prays that said premises may be sold upon writ of partition as is authorized by law, and that the proceeds thereof be ordered to be distributed among the parties hereto as they are severally entitled thereto, and for all proper equitable relief.

J. F. Millar  
Attorney for Plaintiffs.

State of Ohio, Union County ss:

J. F. Millar, being first duly sworn, says that the plaintiffs herein are non-residents of this said state, that he is their attorney duly authorized in the premises, and that the facts stated and allegations made in the foregoing pleading are, as he truly believes, true.

Subscribed in my presence and sworn to before me this 15<sup>th</sup> day of July, A.D. 1897.

(seal)

J. F. Millar.  
J. A. Gosnell  
Deputy Clerk of Court.

On the 15<sup>th</sup> day of July A.D. 1897, the following Affidavit was filed with the Clerk of this Court, to-wit:

Affidavit  
7396

Receipt  
7396

Summons

Affidavit  
7396

Stephen T. Hayt &  
James C. Hayt }  
vs  
Julia M. Baldwin et al  
State of Ohio, County of Union, ss:

Court of Common Pleas  
Union County, Ohio.

J. F. Millar, being first duly sworn, says that the above entitled action is one seeking the partition of real property, and that service of summons can not be made within this state upon any of the defendants in said action, except Frank A. Hayt, for the reason that they each and all reside beyond its limits.

Subscribed in my presence and sworn to before me this 15<sup>th</sup> day of July, A.D. 1897.

(seal)

J. F. Millar  
J. A. Gosnell  
Deputy Clerk of Court.

Receipt  
7396

On the 24<sup>th</sup> day of July A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Stephen T. Hayt &  
James C. Hayt }  
vs  
Julia M. Baldwin et al

Court of Common Pleas  
Union County, Ohio.

To the Clerk of said Court:

In re Summons in the above case, directed to the Sheriff of Cuyahoga County for Frank A. Hayt, returnable according to law.

J. F. Millar  
Attorney for Plaintiffs.

Summons

On the 24<sup>th</sup> day of July A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of Cuyahoga County:

You are hereby commanded to notify Frank A. Hayt that he has been sued by Stephen T. Hayt and James C. Hayt, in the Court of Common Pleas of Union County, and must answer by the 21<sup>st</sup> 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 2<sup>nd</sup> day of August A.D. 1897.

Witness my hand and the seal of said Court, this 24<sup>th</sup> day of July A. D. 1897.

(seal)

J. A. Gosnell Clerk  
By J. A. Gosnell Deputy

Afterward on the 2<sup>nd</sup> day of August A. D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said Union County, which return is as follows:

|                  |               |     |    |
|------------------|---------------|-----|----|
| Sheriff's Return | Sheriff's Fee | cts |    |
|                  | Return        | 30  |    |
|                  | Mileage       | 40  |    |
|                  | Copy          | 24  |    |
|                  | Record        | 26  |    |
| Total            |               | \$1 | 20 |

The State of Ohio, } Sheriff's Return  
 Cuyahoga County, }  
 Received this writ July 26<sup>th</sup> A.D.  
 1897, at 10 o'clock A.M.  
 Frank A. Hayt not found in my County.  
 Thos. F. McConnell Sheriff  
 By John Jamney Deputy.

Indorsed "In action for Partition."

Summons. On the 24<sup>th</sup> day of August A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, }  
 Cuyahoga County, }  
 To the Sheriff of Cuyahoga County:  
 You are hereby commanded to notify Frank A. Hayt that he has been sued by Stephen J. Hayt et al in the Court of Common Pleas of Cuyahoga County, and must answer by the 18<sup>th</sup> day of September 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 30<sup>th</sup> day of August A.D. 1897.

Witness my hand and the seal of said Court, this 24<sup>th</sup> day of August, A.D. 1897.  
 J. N. Gosnell Clerk.

Afterward on the 30<sup>th</sup> day of August A.D. 1897, the Sheriff of said County returned said Summons to the Clerk's office in this County of Ohio, which return is as follows:

|                  |                  |     |    |
|------------------|------------------|-----|----|
| Sheriff's Return | Sheriff's Fee    | cts |    |
|                  | Service & Return | 30  |    |
|                  | Mileage          | 80  |    |
|                  | Copy             | 24  |    |
|                  | Rec. Fee & Post. | 26  |    |
| Total            |                  | \$1 | 60 |

The State of Ohio, } Sheriff's Return  
 Cuyahoga County, }  
 Received this writ August 26<sup>th</sup> A.D. 1897, at 9 o'clock A.M., and served same on the 30<sup>th</sup> day of August by leaving a true and certified copy thereof at the usual place of residence of Frank A. Hayt.

Thos. F. McConnell Sheriff  
 By Jas Klein Deputy.

Indorsed "In action for Partition."

Proof of Publication. On the 16<sup>th</sup> day of September A.D. 1897, the following Proof of Publication was filed with the Clerk of this Court, to-wit:

Legal Notice.

Julia W. Baldwin residing in the Village of Patterson and state of New York; George W. Pratt, Edward P. Gravo and Mary E. Gravo residing in the City of Conning and State of New York; William A. Hayt, Albert Caldwell and Eaton Caldwell residing in the City of Riverside and State of California, Cordell Caldwell, residing in the Village of Gray Beach and in the State of California, Frederick W. Gravo, residing in Kellobro, Pennsylvania; Helen M. Parker and Martha Robinson, residing in Buffalo,

New York; Bert Sauceman and Floria Sauceman, residing in Arncliffe, New York; Sarah Lewis and Dinah Lanning residing in Ithaca, New York; Maria Puft, residing in St. Paul, Minnesota; Mary E. Redfield, Ernestine France and Henry S. Redfield, residing in Elmira New York; Friedrich W. Hoyt and John C. Hoyt, residing in Park City, Utah; Ada Keys, residing in Salt Lake City, Utah, and Lucy C. Hoyt, residing in Rosemont, Pennsylvania; will each and all take notice that on the 15<sup>th</sup> day of July, A. D. 1897, James C. Hoyt and Stephen J. Hoyt filed their petition in the Common Pleas Court of Union County, Ohio, in case No. 7896, against the above named parties and one Frank A. Hoyt, alleging said parties and plaintiffs to be the devisees of one Jane A. Pudney, deceased, and as such to be tenants in common, stating the undivided fractional part owned by each with legal title in fee simple to the following described real estate, to-wit:

Situate in the Township of Blairtown, in the County of Union, and State of Ohio, and in Virginia Military Survey No. 6293;

Beginning at the northwest corner of a tract of one hundred acres conveyed by deed Myers to Maria Hamilton by deed dated July 26<sup>th</sup> A. D. 1875, and recorded in Union County records of deeds, in Volume 41 at page 344; thence South two and one-fourth degrees east one hundred and twenty eight poles to an ash, S. E. corner to said one hundred acre tract; thence north Eighty seven and three-fourth degrees east thirty seven and one-half poles to a stake; thence north two and one-fourth degrees west one hundred and twenty eight poles to the center of the Ottawa gravel road; thence with the center of said road south eighty seven and one-fourth degrees west thirty seven and one-half poles to the place of beginning, containing thirty acres of land.

The prayer of said petition is for the partition of said premises or for the sale thereof and a division of the proceeds as authorized by law; and said parties above named are required to answer thereto on or before the 18<sup>th</sup> day of September A. D. 1897, or the facts therein stated and the allegations therein contained will be taken as true and decree of said Court will be rendered in accordance with the said prayer thereof.

James C. Hoyt  
Stephen J. Hoyt  
by their attorney  
J. F. Miller.

July 22<sup>nd</sup> 1897.

26<sup>th</sup> A. D.  
my County,  
Sheriff  
my Deputy.  
Summons

Frank A.  
Hoyt et al  
vs  
A. D. 1897,  
taken as

Summons  
of said Court,  
D. 1897,  
Clerk.

D. 1897. The  
the Clerk's office

on 26<sup>th</sup> A. D.  
me on  
a true and  
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all Sheriff  
Deputy.

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Edward P.  
y of Com-  
Caldwell  
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onia, Fred-  
ria; Helen  
Buffalo,

The State of Ohio, Union County, ss  
I, George W. Warden, publisher of  
the Richmond Gazette, being duly sworn, say that the  
notice hereto attached was published in the Gazette on  
the 22<sup>nd</sup> 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.

Given at \_\_\_\_\_  
from \_\_\_\_\_ and subscribed before me, this 13<sup>th</sup>  
day of September, 1897.

J. F. Miller  
Notary Public

Printer's Fee \$26<sup>25</sup>

Probate 25¢

Entry 7896  
On the 16<sup>th</sup> day of September A. D. 1897, the following entry  
was filed with the clerk of this court to-wit:  
Stephen F. Hayt et al } Court of Common Pleas  
vs } Union County, Ohio  
Julia M. Baldwin et al }

Now comes the plaintiff this 16<sup>th</sup> day  
of September, 1897, by his attorney, and his petition  
thereupon coming on to be heard, the Court find that  
all of the defendants have had due legal notice of the  
pendency and demand of said petition, and that they  
are in default for answer and demurrer; and that  
the said petition is thereby conjured by them to be  
true.

Thereupon the Court find that the plaintiff, Stephen  
F. Hayt is seized of and has a legal right to the  
undivided one-sixteenth part of the real estate described  
in the petition; and that the plaintiff James C. Hayt  
is seized of and has a legal right to the undivided  
one-sixteenth part thereof, and that each is entitled to  
have partition made of said premises.

That the defendants are tenants in common  
with the said plaintiffs in said premises in the follow-  
ing proportions, to-wit:

The said Julia M. Baldwin, William A. Hayt,  
Cordelia Caldwell, Sarah Lewis, Maria Puff, George W.  
Pratt, Augusta Lanning and Martha Thompson are  
each seized of and entitled to the undivided one-six-  
teenth part of said premises;

The defendants Albert Caldwell, Estlin Cald-  
well, Bert Sauceman, Anna Sauceman, Lucy E. Hayt  
and Frank A. Hayt are each seized of and entitled  
to an undivided one-thirtysecond part of said premises.

The defendants Henry S. Redfield, Mary E.  
Redfield, Ernestine French, Friedrich W. Hayt, John G.  
Hayt and Ada Keys are each seized of and entitled

Receipt  
7896

Writ of  
Partition



to the undivided one-forty eighth part of said premises; The defendants Edward Graves, Mary E. Graves, Frederick W. Graves and Helen M. Parker are each seized of and entitled to the undivided one-sixty fourth part of said premises.

And no reason appearing why partition should not be made;

It is therefore ordered, adjudged and decreed that partition of said premises be made; and that an order issue to the Sheriff of said County of Union, Commanding him that by the oaths of George Smith, B. L. Talmage and E. Y. King, three judicious and disinterested freeholders of the vicinity, who are hereby appointed Commissioners for that purpose, he cause to be set off and divided to each of said parties hereto the part and portion of said premises to which they are hereinbefore severally found entitled.

It is further ordered that if, in the opinion of said commissioners, said premises cannot be divided by metes and bounds as above required, they shall appraise the same at a just valuation.

And of his proceedings herein, the said Sheriff is hereby ordered to make due return without unnecessary delay.

On the 20th day of September A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt 7396

Stephen T. Hayt et al vs Julia M. Baldwin et al Court of Common Pleas Union County, Ohio.

To the Clerk of said Court: Pleas issue Order of Partition in the above case to the Sheriff of Union County, Ohio, returnable according to law.

J. F. Miller Attorney for Plaintiff.

On the 20th day of September A. D. 1897, the following Note of Partition was issued by the Clerk of this Court, to-wit:

Note of Partition

The State of Ohio, 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 September Term, A. D. 1897, in a civil action therein pending (for partition), wherein Stephen T. Hayt and James C. Hayt the plaintiffs and Julia M. Baldwin et al the defendants, you are hereby commanded, that by the oaths of George Smith, B. L. Talmage and E. Y. King, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the

Historical of that the gazette on in sit newspaper County. Due this 13th Miller Public following entry 16th day petition and that notice of the that they and that in to be Sheriff, Stephen he to the described and C. Hayt undivided entitled to common the follow A. Hayt, George W. on are one-six- ation Bald- E. Hayt e entitled ic premises. Mary E. and G. d entitled

Count as Commissioners for such purpose, you cause partition to be made of the following described real estate, Situate in the Township of Claiborne, in the County of Union and in the State of Ohio, and being part of Virginia Military Survey No. 6293;

Beginning at the northwest corner of a tract of One Hundred acres conveyed by Lemuel Myers to Marin Hamilton by deed dated July 26<sup>th</sup> A. D. 1875, and recorded in Union County records of deeds, in Volume 41, at page 344; Thence South two and one-fourth degrees East one hundred and twenty eight poles to an ash, southeast corner of said one hundred acre tract; Thence north Eighty seven and three-fourth degrees East thirty seven and one-half poles to a stake; Thence north two and one-fourth degrees west one hundred and twenty eight poles to the center of the Ottawa Grand Road; Thence with the center of said road south eighty seven and one-fourth degrees west thirty seven and one-half poles to the place of beginning, containing thirty acres of land among the persons named herein, and in the following proportions, to-wit:

- To Stephen T. Hayt the undivided one-sixteenth part,
- To James B. Hayt the undivided one sixteenth part.
- To Julia M. Baldwin the undivided one sixteenth part.
- To William S. Hayt the undivided one sixteenth part.
- To Cordelia Caldwell the undivided one sixteenth part.
- To Sarah Lewis the undivided one sixteenth part.
- To Maria Ruff the undivided one sixteenth part.
- To George W. Pratt the undivided one sixteenth part.
- To Augusta Lanning the undivided one sixteenth part,
- To Martha Thompson the undivided one sixteenth part.
- To Albert Caldwell the undivided one thirtysecond part.
- To Eaton Caldwell the undivided one thirtysecond part.
- To Bert Sauceman the undivided one thirtysecond part.
- To Anna Sauceman the undivided one thirtysecond part.
- To Lucy C. Hayt the undivided one thirtysecond part.
- To Frank S. Hayt the undivided one thirtysecond part.
- To Henry S. Redfield the undivided ~~one thirtysecond~~ <sup>one thirty eighth</sup> part.
- To Mary E. Redfield the undivided one fortyeighth part.
- To Christine Fosnel the undivided one fortyeighth part.
- To Frederick W. Hayt the undivided one fortyeighth part.
- To John C. Hayt the undivided one fortyeighth part.
- To Ada Keys the undivided one fortyeighth part.
- To Edward Graves the undivided one sixtyfourth part.
- To Mary E. Graves the undivided one sixtyfourth part.
- To Frederick W. Graves the undivided one sixtyfourth part.
- To Helen M. Parker the undivided one sixtyfourth 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

Sherriff's Return

7396

Entry 7396



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 the sum of twelve hundred dollars, the Court find the said return and proceedings in all respects correct and in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon motion of said parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public auction, and that an order issue therefor to the Sheriff of Union County.

And on motion of the plaintiff, and for good cause shown, it is ordered that said estate be sold for cash.

And the said Sheriff is hereby ordered to return his proceedings to this Court without unnecessary delay.

On the 27<sup>th</sup> day of September A. D. 1897, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Receipt  
7296

Stephen T. Hays et al  
vs  
Julia M. Baldwin et al

Court of Common Pleas  
Union County, Ohio.

Sheriff's  
Return.

In the Clerk of said Court:

Issue Order of Sale in the above case directed to the Sheriff of Union County, Ohio, returnable according to law.

J. F. Miller  
Attorney for Plaintiff.

Order of  
Sale in  
Partition.

On the 27<sup>th</sup> day of September A. D. 1897, the following Order of Sale in Partition was issued by the Clerk of this Court, to-wit:

The State of Ohio,  
vs  
Union County ss. | To the Sheriff of said County: Greeting:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the September Term A. D. 1897, in a certain Petition for Partition, now pending in said Court, wherein Stephen T. Hays et al petitioners, and Julia M. Baldwin et al Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, to-wit:

Sheriff's Sale  
7396

Situate in the Township of Clairbourn, in the County of Union and in the State of Ohio, and being part of the Virginia Military Survey No. 6293;

Beginning at the northwest corner of a tract of One Hundred acres conveyed by Lemuel Olyson to Maria Hamilton by deed dated July 26<sup>th</sup> A. D. 1875, and recorded in Union County records of deeds in Volume 41 at page 344; thence south two and one-fifth degrees, east one hundred and twenty eight poles to an ash, southwest corner of said One hundred acre tract; thence north eighty seven and

three-fourths degree east thirty seven and one-half poles to a stake; thence north two and one-fourth degrees west one hundred and twenty eight poles to the center of the Ottawa Grand Road; thence with the center of said road south eighty seven and one-fourth degrees west thirty seven and one-half poles to the place of beginning, containing thirty acres of land.

Appraised at \$40.00 per acre, Total \$1200.00, 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 Mansfield, this 27<sup>th</sup> day of September A.D. 1897. J. T. Gosnell Clerk.

On the 29<sup>th</sup> day of October A.D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows:

Sheriff's Return.

|                 |    |    |
|-----------------|----|----|
| Sheriff's Fee   | \$ | 50 |
| Service         |    | 25 |
| Copy to Printer |    | 25 |
| Postage         | 15 | 75 |
| Return          |    | 25 |
| Total           | 16 | 50 |

So 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 Richmond Gazette, a newspaper printed and of general circulation in Union County, Ohio, and on the 30<sup>th</sup> 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 there and there came Cynthia Hastings, who bid for the same the sum of Eleven Hundred Dollars, said sum being more than two-thirds of the appraised value; and she being the highest and best bidder, was declared the purchaser.

J. Ed Robinson, Sheriff  
Union County, Ohio.

On the 26<sup>th</sup> day of November, A.D. 1897, the following Proof of Publication was filed with the clerk of this Court, to wit:

Sheriff's Sale 7396

Stephan J. Hays et al  
vs  
Julia M. Baldwin 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 Mansfield, Ohio, on Saturday, October 30, 1897, 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 Chabourn, County of Union, and State of Ohio, and bounded and described as follows: Being part of Virginia Military Survey No. 6293, beginning at the northwest of a tract of One hundred acres and

veyed by Samuel Ory to Marion Hamilton by deed dated July 26<sup>th</sup> A.D. 1895, and recorded in Union County records of deeds, in volume 41 at page 844; Thence south two and one-fourth degrees east one hundred and twenty eight poles to an ash, southwest corner of said one hundred acre tract; Thence north eighty-seven and one-fourth degrees, east thirty seven and one-half poles to a stake; Thence north two and one-fourth degrees west one hundred and twenty-eight poles to the center of the Ottawa gravel road; Thence with the center of said road south eighty-seven and one-fourth degrees, west thirty-seven and one-half poles to the place of beginning, containing thirty acres of land.

Appraised at \$1200.00  
Terms of sale cash.

J. Ed Robinson Sheriff  
Union County Ohio.

J. F. Millar, Attorney.

The State of Ohio, Union County, ss.

I, Geo. W. Norden, publisher of the Richmond Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 30<sup>th</sup> day of September, 1897, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Norden

Sworn to and subscribed before me, this 8<sup>th</sup> day of November, 1897,

J. F. Millar  
Notary Public

Printer's fee, \$15.00,

(seal)

Pay above to J. F. Millar,  
Geo. W. Norden

On the 26<sup>th</sup> day of November A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry  
7396

Stephen J. Hayt et al  
vs  
Julia M. Baldwin et al  
Court of Common Pleas  
Union County, Ohio.

On motion of the plaintiffs, by their attorney, 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 affirmed.

And the said Sheriff is ordered by said duty of- sented to convey said premises to Cynthia Hastings, the purchaser at said sale.

It is further ordered that the Sheriff out of the proceeds of sale pay-

First- To the Treasurer of Union County the sum

Petition  
7374

of \$49.59, being the taxes and assessments due upon said premises.

Secondly= To the Clerk of this Court the costs of this action, including a counsel fee of \$50.00 to J. F. Miller for his services herein, taxed at \$137.69.

Thirdly= To the plaintiff, Stephen W. Hayt and James C. Hayt, and to the defendants Julia W. Baldwin, William A. Hayt, Cordelia Caldwell, Sarah Lewis, Maria Puff, George W. Pratt, Winifred Lanning and Martha Thompson, each the one-sixteenth part of the balance of said proceeds; that is to each of them the sum of \$57.05.

Fourthly= To the defendants Albert Caldwell, Eaton Caldwell, Bert Sauceman, Floyd Sauceman, Lucy C. Hayt and Frank A. Hayt, each the one-thirty-second part of said proceeds after paying taxes and costs of this action, that is to each of them the sum of \$28.52.

Fifthly= To the defendants Henry S. Redfield, Mary E. Redfield, Ernestine French, Frederick W. Hayt, John C. Hayt and Ada Keys, each the one-forty-eighth part of the balance of said proceeds after paying costs and taxes as above directed, that is to each the sum of \$19.01.

Sixthly= To the defendant Edward Graves, Mary E. Graves, Fred W. Graves and Helen W. Parker, each the one-sixty-fourth part of the balance of said proceeds after paying the taxes and costs herein, that is to each of them the sum of \$14.24.

Attest

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

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, 1897; on the 6th 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 May A. D. 1897, George Worder, as Guardian of William Worder and Charles Worder, filed in the Clerk's office of the said Court of Common Pleas, the following Petition against John S. Kliber et al, to-wit: George Worder, as guardian of William Worder and Charles Worder, Minors.

Petition  
7374

John S. Kliber, Barbara Blumenschim, Fredrick Schindler, George Kliber, John Kliber, Emma Delp, Rose Strong, John W. Worder, Ed Edward L. Worder.

Court of Common Pleas  
Union County, Ohio.

The plaintiff says that on the

27<sup>th</sup> day of May, 1897, he was by the Probate Court of Union County, Ohio, duly appointed and qualified as the guardian of William Order and Charles Order, minors, and that the plaintiff is now their duly qualified guardian.

That on the — day of February, 1897, one Frederick Kliber died intestate, unmarried and without issue and that he did seized in fee simple of the following described real estate.

Situate in the County of Union and State of Ohio, and part of Virginia Military Survey No. 5137 and 728 and bounded and described as follows;

Beginning at a stone in the Kendall road and in the original west line of Survey No. 4069; Thence with said line South nine degrees East One hundred and Eighty four and Eight tenths poles to a stake in the eastern line of Sixty Kendall's land; Thence with his line north  $36^{\circ} 20'$  West one hundred and Sixty nine poles to a stake in the Kendall road and a corner of Kendall's land; Thence with said road north fifty-four degrees East Eighty-two & nine-tenths poles to the place of beginning, containing 43 acres and 116 poles.

Said land being conveyed to Frederick Kliber by a deed from Margaret Kliber found recorded in Vol. 67 on page 102 of the records of deeds for Union County, Ohio.

Also another tract of land bounded and described as follows.

Situate in the County of Union, State of Ohio, and in the Township of Darby, and part of Virginia Military Survey No. 4067 and bounded and described as follows;

Beginning at a stone and tile in the center of the Sager Mill Road and a corner to the lands of John Blumenschein; Thence with the line of said land North Eighty-one degrees and forty-five min. East Seventy-one and Eight one-hundredths poles to a stake and South Six degrees East Twenty-five and forty one-hundredths poles to a stone in the westerly line of 6 acres of land this day conveyed by Frederick Kliber to George Schwarzkopf; Thence with a line of said land and a line of said Frederick Kliber land South eighty-one degrees forty min. West fifty-five and Eighty one-hundredths poles to a stone in the center of said road; Thence with said road north thirty-seven degrees and thirty min. West twenty-nine and Sixteen one-hundredths poles to the place of beginning, containing 10 acres of land.

Said land being conveyed to Frederick Kliber by a deed from George Schwarzkopf found recorded in Vol. 70 on page 127 of the records of deeds for said Union County.

Also another tract of land situate in the County of Union, State of Ohio, and Township of Darby and part of Virginia Military Survey, No. 4067, and bounded and described as follows;



Beginning at a stone in the center of the Unionville and Marysville Grand Road and a corner to Conrad Delinger's land; thence with his line north Seventy-nine and one-fourth degrees west Seventy-eight poles to a stone; thence north ten and three-fourths degrees west twenty-five poles to a stone in the line of land formerly owned by Philip Dasher; thence south Seventy-nine and one-fourth degrees west Seventy-eight poles to a stone and bricks in the center of said road; thence north forty degrees twenty-nine poles to the place of beginning, containing Eleven acres more or less.

Said Frederick Kliber being seized in fee simple of all of said last described tract of land except a tract of six acres sold off the same during the life of said Frederick Kliber and conveyed to one George Schwarzkopf by a Warranty deed, found recorded in Vol. 75 on page 126 of the records of deeds for said Union County, Ohio.

The said Frederick Kliber, deceased, left as his only heirs and legal representatives the following persons, viz: John S. Kliber, Barbara Blumenschein and Frederica Schuidner, a brother and sisters of the deceased, who are each entitled to the one-sixth interest in said estate; and George Kliber, John Kliber and Emma Kelfo, nephews and niece of the deceased and the only heirs at law of Philip Kliber, deceased, a brother of said Frederick Kliber and who are each entitled to the one-eighth interest in said lands; and Rosa Strong the only heir and representative at law of Elizabeth Sheppard, deceased, a sister of said Frederick Kliber and who is entitled to the one-sixth interest in said lands; and John W. Worder, Edward L. Worder, William Worder and Charles Worder, the only heirs and legal representatives of Eva Worder, deceased, who was a sister of said Frederick Kliber and each of whom are entitled to the one-twentyfourth interest in said lands.

The personal estate of said Frederick Kliber is more than sufficient to pay the debts of said deceased's estate.

The said William Worder and Charles Worder for whom this plaintiff is the duly appointed guardian are the heirs of Eva Worder deceased, and are each entitled to the one-twentyfourth interest in said lands.

Therefore the plaintiff prays for a 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 parties 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 and further relief as equity may require.

Barnum & Cameron  
Attorneys for Plaintiff

The State of Ohio, Union County, ss. George Wroder being first duly sworn says that the facts stated and allegations made in this his foregoing petition are true as he verily believes.

George Wroder.

Sworn to before me and signed in my presence this 28<sup>th</sup> day of May, 1897.

Jno. A. Gosnell Deputy Clerk of Court.

(seal)

Receipt

To the Clerk:

Issue Summons in the above entitled cause for the defendants and returnable according to law.

Cameron & Cameron Attorneys for Plaintiff.

On the 28<sup>th</sup> day of May A. D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,

Summons

To the Sheriff of said County:

You are hereby commanded to notify John S. Kliber, Barbara Blumerschinn, Friedrich Schneider, George Kliber, John Kliber, Emma Koelp, Rosa Strung, John W. Wroder and Edward Wroder, that they have been sued by George Wroder Guardian et. in the Court of Common Pleas of Union County, and must answer by the 26<sup>th</sup> 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 7<sup>th</sup> day of June, A. D. 1897.

(seal)

Witness my hand and the seal of said Court, this 28<sup>th</sup> day of May A. D. 1897.

J. A. Gosnell Clerk

We hereby acknowledge service of the within Summons, and waive all other service and enter our appearance, and waive time and consent to the partition as prayed for.

John S. Kliber  
George Kliber,  
John W. Wroder  
Emma M. Koelp  
J. S. Kliber  
Friedrich Schneider  
Rosa B. Strung  
Barbara Blumerschinn  
Edward L. Wroder

On the 7<sup>th</sup> day of September A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7374

Receipt 7374

Entry 7374

George Woder as Guard, et al  
vs  
John S. Kliber et al

Court of Common Pleas  
Union County, Ohio.

This cause coming on to be heard upon the petition and evidence, the Court finds that all the defendants have had due and legal notice of the pendency and demand of the petition, and that they are in default for answer thereto.

Therefore the Court further finds that the said George Woder plaintiff is the duly appointed guardian of William Woder and Charles Woder, minors.

That the said William Woder and Charles Woder and the defendants hereafter named are tenants in common in the estate described in the petition.

That the said William Woder and Charles Woder are each entitled to the one-twentyfourth interest in said lands.

The defendants, John S. Kliber, Barbara Blumenreich and Frederica Schneider are each entitled to the one-sixth interest in said lands and the defendants George Kliber, John Kliber and Emma Neopf are each entitled to the one-eighth interest in said lands;

The defendant Rosa Strong is entitled to the one-sixth interest in said lands and the defendants John W. Woder and Edward L. Woder are each entitled to the one-twentyfourth interest in said lands; and that the plaintiff is entitled to have partition of said estate made as prayed in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all the parties in interest; and J. Charles Kennedy, Martin Bunsold and Andrew Sturhoff, three judicious and disinterested freeholders of the vicinity, are hereby appointed to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above parties, the part and portion of said estate to which they are severally above found entitled, and of his proceedings herein said Sheriff is ordered to make due return.

On the 10th day of September A.D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt 7374

George Woder, Guard.  
vs  
John S. Kliber et al

Court of Common Pleas  
Union County, Ohio.

To the Clerk of said Court:

Writ of Partition in the above case directed to the Sheriff of Union County,

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allegations  
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Woder.  
in my pres-  
Clerk of Court.  
cause for  
Cameron  
Plaintiff.  
Summons  
John S. Kliber,  
Kliber, John  
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George Woder  
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Kliber  
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Blumenreich  
L. Woder  
following Entry

Ohio, returnable according to law.

Cameron E. Cameron  
Attorney for Plaintiff.

Writ of  
Partition

On the 10th day of September A.D. 1897, the following Writ of Partition was issued by the Clerk of this Court, to-wit:  
The State of Ohio, 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 September Term, A.D. 1897, in a civil action therein pending (for partition), wherein George Wroder, Guard, the plaintiff, and John S. Kliber et al the defendants, you are hereby commanded, that by the oaths of J. Charles Kennedy, Martin Bunsold and Andrew Sherkoff, 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, to-wit:

(1) Situate in Darby Township Union County, Ohio, and part of Survey No. 4069; bounded and described as follows:  
Beginning at a stone and tile in the center of the Sager Mill Gravel Road a corner to John Blumenschine's land; thence with the line of said land N. 81° 45' E. 71<sup>05</sup> poles to a stone and S. 6° E. 25<sup>40</sup> poles to a stone in the westerly line of 6 acres of land conveyed by Friedrich Kliber to George Schwarzkopf; thence with said line S. 81° 40' N. 16<sup>05</sup> poles to a stone a corner to said 6 acre tract; thence S. 7° E. 25<sup>32</sup> poles to a stone and brick; thence S. 81° 15' N. 24<sup>04</sup> poles to a stone in the center of said road; thence with said road N. 37° 30' N. 58<sup>44</sup> poles to the beginning, containing 15<sup>13</sup> acres more or less.

(2) Also the following part of Survey No. 5137-7218 & 7694, bounded and described as follows:  
Beginning at a stone in the center of the Kendall Road and in the west line of Survey No. 4069; thence with said line S. 9° E. 184<sup>02</sup> poles to a stake in the easterly line of J. V. Cirick's land; thence with the line of said land N. 36° 20' N. 169 poles to a stake in the Kendall Road and a corner to said Cirick's land; thence with said Road N. 54° E. 82<sup>90</sup> poles to the place of beginning, containing 43 acres and 116 poles.

Among the persons named herein, and in the following proportions, to-wit:

- To William Wroder is entitled to the 1/24 part.
- " Charles Wroder " " " 1/24 part.
- " John S. Kliber " " " 1/6 part.
- " Barbara Blumenschine " " " 1/6 part.
- " Frieduca Schuidner " " " 1/6 part.
- " George Kliber " " " 1/18 part.

Sheriff  
Return

Commissioner  
Report.

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To John Kliber is entitled to the 418 1/2 part.  
 " Emma Kulp " " " 418 part.  
 " Rosa Stung " " " 46 part.  
 " John H. Worder " " " 424 part.  
 " Edward Worder " " " 424 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 fourthwith.

Witness my name and the seal of said Court of Common Pleas at the Court House in Marysville, this 10<sup>th</sup> day of September, A. D. 1897.

J. N. Grondl Clerk.

Afterward on the 16<sup>th</sup> day of September A. D. 1897, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

|                       |             |
|-----------------------|-------------|
| Sheriff's Fees        | \$ do       |
| Service               | 25          |
| mileage               | 48          |
| Executing writ        | 25          |
| Surveying Com. Report | 1 00        |
| Return                | 25          |
| <b>Total</b>          | <b>2 28</b> |

As commanded by the foregoing writ of Partition, I have executed the same by the oath of Martin Bunsold, Andrew Sturhoff and J. Charles Kennedy causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 11<sup>th</sup> day of September, A. D. 1897.  
 J. Ed Robinson Sheriff.

Commissioners' Report.

|                     |             |
|---------------------|-------------|
| Commissioners' Fees | \$ do       |
| Martin Bunsold      | 1 00        |
| Andrew Sturhoff     | 1 00        |
| J. Charles Kennedy  | 1 00        |
| <b>Total</b>        | <b>3 00</b> |

To J. L. Kennedy Dr.  
 Sept. 10 - To Surveying \$1.50  
 " 11 - " calculations \$2.00  
 " 11 - " Plat. Descriptions \$2.00  
 Total \$5.50

Court of Common Pleas  
 Union County, Ohio

Commissioners' Report.

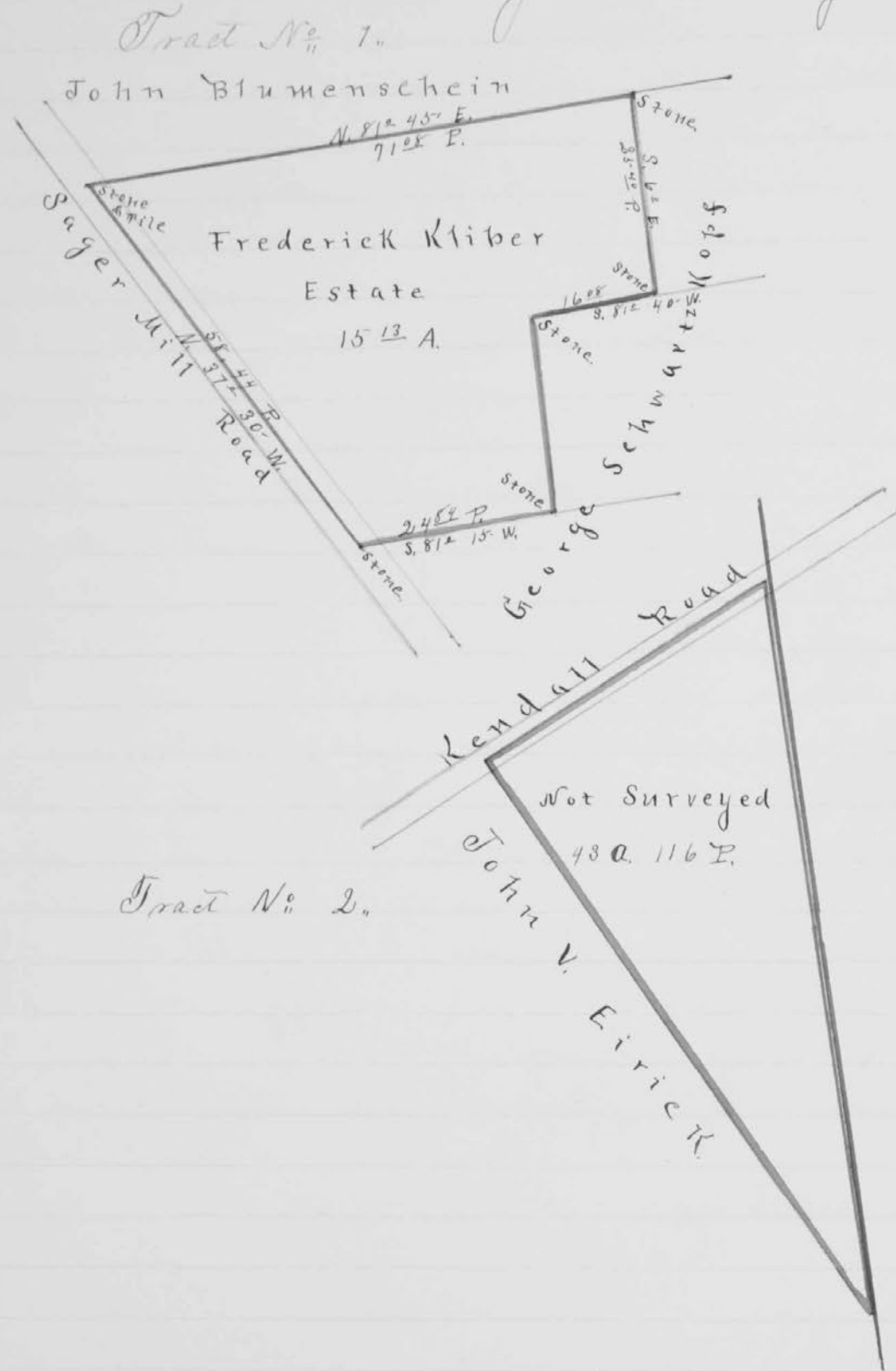
George Worder, Guardian  
 vs  
 John S. Kliber et al

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

Tract No. 1 of 15<sup>1/2</sup> Acres at \$52.00 per acre. Total \$ 786.76,  
 Tract No. 2 of 43 Acres 116 poles at \$45.00 per acre - \$1967.40  
 Grand Total 2754.16

Given under our hands this 11<sup>th</sup> day of September A.D. 1897,  
 Martin Bunsold  
 Andrew Steinhoff } Commissioners,  
 J. Charles Kennedy }



Tract No. 2.

Receipt  
7374

On the 13<sup>th</sup> day of September A.D. 1897, the following entry was filed with the Clerk of this Court to-wit:

Entry  
7374

George Order  
 vs  
 John S. Kliber et al  
 Court of Common Pleas  
 Union County, Ohio.

Order  
of  
Sale

This cause came on for hearing upon the return of the Sheriff and the report of the commissioners heretofore appointed herein, and on the motion to confirm the same.

And it appearing that said estate can not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises in the sum of \$786.76 for Tract No. One (1) as described in said writ of partition, said Tract No. One (1) being the land described in the petition in two separate descriptions the first of which is the second description in said petition and is said to contain 10 acres of land and the second being the last being the last description in said petition and said to contain 11 acres of land more or less with a tract of 6 acres sold off the same.

ator A.D. 1897,  
issuance,

Said new description in said writ being of the same land and inserted for the purpose of simplifying the appraisment and sale of the same, said lands lying all in one tract.

Also their appraisment of said premises in the sum of \$1967.40 for tract No. Two in said writ being the first price described in said petition.

The total appraisment of said lands being the sum of \$2734.16.

The Court finds the said return and proceedings in all respects correct and in conformity to law, and does therefore approve and confirm the same.

And thereupon some of said parties desiring to take the said premises at their appraised value, on motion of the plaintiff, it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of Union County.

And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

On the 18<sup>th</sup> day of September A. D. 1897, the following Receipt was filed with the Clerk of this Court, to-wit:

Receipt  
7374

George W. Order, Guard.  
to  
John S. Kliber et al.

Court of Common Pleas  
Union County, Ohio.

To the Clerk of said Court:

Issue Order of Sale in Partition in the above case, returnable according to law.

Samuel E. Samson  
Attorneys for Plaintiff.

following entry

On the 18<sup>th</sup> day of September A. D. 1897, the following order of Sale was issued by the Clerk of this Court, to-wit:

Order  
of  
Sale

The State of Ohio, Union County, ss.

To the Sheriff of said County: Greeting:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the September Term, A. D. 1897, in a certain Petition for Partition, now pending in said Court, wherein George W. Order, Guardian, Petitioner, and John S. Kliber et al. Respondents, we command you that without delay you proceed to sell at public auction the lands and tenements in said petition described, to-wit:

(1) Situate in Darby Township Union County Ohio, and part of survey No. 4067, bounded and described as follows:  
Beginning at a stone and tile in the center of the Sager Mill Gravel Road a corner to John Blumenschein's land; thence with the line of said land north Eighty-one degrees and forty-five min. East Seventy-one and eight hundredths poles to a stone and South Six degrees and twenty-five and forty one hundredths poles to a stone in the Northerly line of

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partition,  
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11 acres  
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Six acres of land conveyed by Frederick Kliber to George Schwartzkopf; thence with said line south eighty-one degrees forty min. west sixteen and eight one-hundredths poles to a stone a corner to said 6 acre tract; thence south seven degrees east twenty-five and thirty-two one hundredths poles to a stone and brick; thence south eighty-one degrees fifteen min. west twenty-four and eighty-four poles to a stone in the center of said road; thence with said road north thirty-seven degrees thirty min. west fifty-eight and forty-four hundredths poles to the beginning, containing 15<sup>13</sup> acres more or less.

(2) Also the following part of survey No. 5187-7694 and 7218, bounded and described as follows;

Beginning at a stone in the center of the Kendall Road and in the west line of survey No. 4069; thence with said line south nine degrees east one hundred and eighty-four and eighty one-hundredths poles to a stake in the easterly line of J. W. Cirick's land; thence with the line of said land north thirty-six degrees twenty min. west one hundred and sixty-nine poles to a stake in the Kendall Road and a corner to said Cirick's land; thence with said Road north fifty-four degrees east eighty-two and nine-tenths poles to the place of beginning, containing 43 acres and 116 poles.

Appraised at;

Tract No. 1 of 15.13 Acres at \$52.00 per acre \$786.76

Tract No. 2 of 45 A. 116 P. at \$45.00 per acre \$1967.40

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;

(seal) Witness my hand and the seal of said Court, at Mansfield, this 18<sup>th</sup> day of September A. D. 1897, J. R. Hornell Clerk

On the 23<sup>rd</sup> day of October A. D. 1897, the Sheriff of said County returned said writ to the Clerk's office in said County, which return is as follows;

Sheriff's Return.

|                 |    |    |
|-----------------|----|----|
| Sheriff's Fee   | \$ | do |
| Service         |    | 25 |
| Mileage         |    | 16 |
| Copy to Printer |    | 25 |
| Postage         | 14 | 88 |
| Return          |    | 25 |
| Total           | 15 | 79 |

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 Mansfield Tribune, a newspaper printed and of general circulation in Union County, Ohio, and on the 23<sup>rd</sup> 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; then and there came Conrad Dellinger, who bid for the first described tract the sum of Six Hundred and Five and 27/100 Dollars; also on same day, time and place came John V. Cirick who bid for the second described tract the sum of Thirteen Hundred and Eighty

Proof of Publication.

7374



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Proof of  
Publication.  
7374

5187-7694

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23<sup>rd</sup> day  
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and 2<sup>7</sup>/<sub>100</sub> Dollars, said sum being more than two-thirds  
of the appraised value; and they being the highest and  
best bidders, were declared the purchasers.

J. Ed Robinson, Sheriff,  
Union County, Ohio.

On the 5<sup>th</sup> day of November A. D. 1897, the following Proof of  
Publication was filed with the Clerk of this Court, to-wit:  
George Moder, Guard.

John L. Kliber et al

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 23, 1897, at or about the hour of one  
o'clock P. M. on said day the following described real estate to-wit:

Situate in Darby Township, Union County, Ohio, and  
part of Survey No. 4067, bounded and described as follows:

Beginning at a stone and tile in the center of  
the Sayer Mill gravel road, a corner to John Blumerschinn's  
land; thence with the line of said land N. 81° 45' E. 71<sup>09</sup>/<sub>100</sub>  
polos to a stone and S. 6° E. 25<sup>47</sup>/<sub>100</sub> polos to a stone in the  
northerly line of 6 acres of land conveyed by Frederick Kliber  
to George Schwartzkopf; thence with said line S. 81° 40' N. 16<sup>09</sup>/<sub>100</sub>  
polos to a stone a corner to said 6 acre tract; thence S. 7°  
E. 25<sup>37</sup>/<sub>100</sub> polos to a stone and brick; thence S. 81° 15' N. 24<sup>09</sup>/<sub>100</sub>  
polos to a stone in the center of said road; thence with  
said road N. 37° 30' N. 58<sup>44</sup>/<sub>100</sub> polos to the beginning, contain-  
ing 15<sup>13</sup>/<sub>100</sub> acres more or less.

Also the following part of Surveys Nos. 5187-7694  
and 7218, bounded and described as follows:

Beginning at a stone in the center of the Ken-  
dall road and in the west line of Survey No. 4069; thence  
with said line S. 9° E. 184<sup>09</sup>/<sub>100</sub> polos to a stake in the eas-  
terly line of J. V. Eirich's land; thence with the line of  
said land N. 36° 20' N. 169 polos to a stake in the Kendall  
road and a corner to said Eirich's land; thence with  
said road N. 54° E. 82<sup>9</sup>/<sub>100</sub> polos to the place of beginning,  
containing 43 acres and 116 polos.

Tract No. 1, of 15<sup>13</sup>/<sub>100</sub> acres, appraised at \$52.00 per acre, \$786.76.

Tract No. 2, of 43 acres and 116 polos appraised at \$45.00 per acre \$1967.40

Terms of Sale - One-third cash in hand on day of sale, one-  
third in one year and one-third in two years, deferred payments  
to be secured by mortgage on premises sold.

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

works in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Sept. 22, 1897.

W. C. Shearer.

Sworn to and subscribed before me, this 5<sup>th</sup> day of November, 1897.

(seal)

Jno A. Grinnell Deputy Clerk

Printers Fees, \$20.25.

On the 26<sup>th</sup> day of November A. D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7374

George Woder, Guard. ad.

Court of Common Pleas  
Union County, Ohio.

Answer and Cross-petition  
7327

John S. Kliber et al

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed.

And the Sheriff is ordered by due duty executed to convey said premises described as Tract No. One in the order of sale herein, to the purchaser Conrad Dellinger in fee simple, and said Tract No. 2, as described in said order of sale to the purchaser John V. Leinich in fee simple.

It is further ordered that out of the proceeds of said sale the Sheriff pay:

First: To the Treasurer of Union County \$16.74 being the taxes due on said premises.

Secondly: To the Clerk of this Court the costs of this action, including a counsel fee of \$69.55 to Cameron & Cameron for their services herein, taxed at \$141.77.

Thirdly: And of the residue of the proceeds of said sale, to the plaintiff, George Woder as Guardian of William Woder and Charles Woder, minors for each of said minors the one-twenty-fourth of the cash proceeds, to-wit \$30.97, and the one-twenty-fourth of the notes for the deferred payments.

To the said defendants John S. Kliber, Barbara Blumenschim, Frederica Schidorer and Elizabeth Sheppert each one-sixth of the cash proceeds of said sale, to-wit, \$83.88, and the one-sixth of the notes for the deferred payments.

To the defendants George Kliber, John Kliber, and Emma Kulp, each the one-eighth of the cash proceeds of said sale, to-wit, \$27.96, and the one-eighth of the notes for the deferred payments.

And to the defendants John W. Woder and Edward L. Woder, each the one-twenty-fourth of the cash proceeds of said sale to-wit, \$20.97 and the

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one-twenty-fourth of the note for the deferred payments.

Attest

J. N. Gosnell

Clerk

By Jno A. Gosnell Deputy

Answer and Cross-petition

George M. Harshman

7327

Benjamin F. Fankhauser

Court of Common Pleas

Union County, Ohio

On the 6th day of September A. D. 1897, the following Answer and Cross-petition was filed with the Clerk of this Court, to-wit:
This answering defendant says that the said Christian C. Fank died seized in fee simple of an undivided one-eighth interest in the premises described in the petition of plaintiff; that the said interest is still vested in the only children and sole heirs at law of said decedent, to-wit: this answering defendant and Martha J. Fank, subject to the dower interest of said Fank the widow of said decedent.

This answering defendant says that if any surplus is left of the proceeds of the sale of said premises after the payment of the taxes, costs, principal of mortgage and interest one-eighth part of such surplus should be set off and distributed to her as Administratrix of the estate of Christian C. Fank, deceased.

First Cause of Action:

By way of Cross-petition and for her first cause of action herein said Blanche C. Fank respectfully represents to the Court that Christian C. Fank, late of Springfield, Clark County, Ohio, died intestate on March 24th, 1896, and that on the 20th day of April, 1896, letters of Administration on the estate of the said Christian C. Fank, deceased, were by the Probate Court of Clark County, Ohio, duly issued to this answering defendant, who thereupon duly qualified and entered on her duties as such Administratrix and is still acting as such Administratrix.

Said Blanche C. Fank represents to the Court that at the time of the death of her said father and for more than two years prior thereto, the premises in the petition of plaintiff described, and commonly known as the Fank Farm, were owned in common by the following persons: Christian C. Fank, Henry J. Fank, John A. Fank, Isaac H. Fank, Benjamin F. Fank, Catherine Deavor, Anna M. Brownfield, and Barbara Stemberger; that the shares held by Catherine Deavor and Anna M. Brownfield were held in trust by Henry J. Fank and Christian C. Fank as trustees, the shares of the said Catherine Deavor and Anna M. Brownfield having been committed to the charge of said trustees by the Probate Court of Clark County, Ohio, in obedience to the provisions of the will of John A. Fank, deceased, the father of the said Catherine Deavor and Anna M. Brownfield.

That prior to June 15th, 1894, all of the said tenants in common of the said Fank farm, together with Henry J. Fank and Christian C. Fank as trustees, had employed Henry J. Fank and Christian C. Fank as their agent to conduct and manage the said farm, with full power to bind the said tenants in common; that the said agency continued to and was in full force on June 15th, 1894.

The said Blanche C. Fank represents to the Court that on June 15th, 1894, the said Henry J. Fank and Christian C. Fank, as such agents, in order to procure money necessary to run or conduct the said farm,

executed and delivered to the said Christian C. Funk, their certain promissory note, dated on that day, a copy of which with all credits and endorsements thereon is hereto attached, marked Exhibit "A" and made a part of this Cross-petition, and thereby all of said tenants in common promised to pay to the order of the said Christian C. Funk, the sum of Three Hundred and Thirty Three dollars (\$333.00) with interest at the rate of seven per cent. per annum, payable annually. This answering defendant says that one-eighth part of said \$333.00, to-wit: \$41.63, is a proper charge against the estate of said Christian C. Funk, dead, he being one of right tenants in common of said premises as aforesaid.

The said Blanche C. Funk says that there is owing to her as Administratrix of the estate of the said Christian C. Funk, upon said note, from the defendants Henry J. Funk, John A. Funk, Isaac H. Funk, Benjamin F. Funk, Catherine Dearson, Anna M. Brownfield and Barbara Steinberger, the sum of Two hundred and ninety-one and 07/100 dollars (\$291.37) with interest thereon at the rate of seven per cent. per annum from the 15th day of June 1894, payable annually.

#### Second Cause of Action

For her second cause of action herein said Blanche C. Funk respectfully represents to the Court that Christian C. Funk, late of Springfield, Clark County, Ohio, died intestate on March 24th 1894, and that on the 20th day of April, 1894, Letters of Administration on the estate of the said Christian C. Funk, deceased, were by the Probate Court of Clark County, Ohio, duly issued to this answering defendant, who thereupon duly qualified and entered on her duties as such Administratrix and is pleading as such Administratrix.

Said Blanche C. Funk further represents to the Court that on January 12th 1892, the said Christian C. Funk, at the solicitation of the said John A. Funk, signed a certain promissory note, dated January 12th 1892, for the principal sum of five thousand dollars, due in one year after date, bearing eight per cent. interest payable to the order of Charles E. Thomas at the First National Bank of Springfield, Ohio.

Afterwards, to-wit, on January 9th, 1893, and at the solicitation of the said John A. Funk signed a note for twenty-five hundred dollars, dated January 9th 1893, due April 9th 1893, payable to the order of the Springfield National Bank.

On Jan. 21st, 1893, in order to secure the said Christian C. Funk, and other parties on said notes against loss, the said John A. Funk, together with Jennie M. Funk his wife, signed and delivered to the said Christian C. Funk, and to Henry J. Funk and Benjamin F. Funk, Co-parties on said notes, their certain mortgage deed of that date and thereby they conveyed to the said mortgagees all of the premises described in the petition of plaintiff. Said mortgage was delivered to the Recorder of Union County for record on January 25th 1893, at 10-20 A. M. The same was recorded by him on February 7th 1893, in Mortgage Book No. 31, Page 601, of the Mortgage Records of said Union County, Ohio. Said Mortgage deed contained the following conditions:-

"Provided, nevertheless, that if said John A. Funk shall pay or cause to be paid his certain promissory note, dated January 12th 1892, for \$5000.00 for one year at 8% interest, given to Charles E. Thomas and upon which note C. C. Funk and Henry J. Funk and Benjamin F. Funk are makers: Also his certain promissory note of the date January 9th, 1893, for twenty-five hundred dollars (\$2500.00) due April 9th 1893, given to the Springfield National Bank and upon which note C. C. Funk and Henry J. Funk are makers, then these provisions shall be void.

The within named mortgagees hereby agreeing should this mortgage become absolute not to institute proceedings in foreclosure before one year from the date thereof, always reserving the right to answer to any proceedings to which they may be made parties affecting the within described real estate.

Said mortgagees also agreeing to protect the within named notes for one year from the date of maturity thereof, provided the interest on same is paid as it becomes due."

Further pleading said Blanche C. Funk avers that prior to the death of the said Christian C. Funk, he paid to the said Charles E. Thomas five thousand dollars on the said note and money the other parties paid any part thereof; that the said John A. Funk paid no part thereof, unless it was fourteen hundred dollars on November 1st, 1893; but as to the said credit of fourteen hundred dollars, this answering defendant pleads only upon information and belief.

As to the other note secured by the said mortgage, this answering defendant has no definite knowledge.

This answering defendant says that when the said \$5000.00 note became due, the said John A. Funk failed to pay the same or any part thereof, for one year thereafter; whereby up to the lapse of one year from the maturity of said note that is to say on January 15<sup>th</sup>, 1894, and on April 12<sup>th</sup> 1894, said mortgage became absolute and no proceedings to foreclose said mortgage was begun within said year, that said note was protected by said Christian C. Funk for one year from the date of the maturity thereof.

This answering defendant represents to the Court that by reason of the payment of said note by said Christian C. Funk, as aforesaid, there is due to her as Administratrix as aforesaid, from the said John A. Funk, the sum of \$5000.00, with interest from October 24<sup>th</sup>, 1895, less the credit of \$1400.00 made, as this answering defendant has been informed, on November 12<sup>th</sup>, 1896;

This answering defendant says that the said mortgage lien on the said premises is the first and best lien on the same, after the claim of plaintiff is satisfied.

Third Cause of Action.

For her third cause of action herein, the said Blanche C. Funk refers to her first cause of action and makes all of it down to and including the words "that the said agency continued and was in full force on June 15<sup>th</sup>, 1894," a part of this her third cause of action, as fully as if the same were written herein.

Further pleading said Blanche C. Funk says that on the 7<sup>th</sup> day of October, 1895, by the consideration of Abner H. Knox, Esquire, a Justice of the Peace in and for Liberty Township, Union County, Ohio, a judgment for \$29<sup>th</sup> was rendered in favor of Robinson & Curry and against Henry J. Funk as agent for all of the owners of the said farm; that on the 31 day of July, 1896, a transcript thereof was filed with the Clerk of the Common Pleas Court of Union County, Ohio; that the said judgment thereby became a lien on the said premises, second to the lien of the plaintiff's mortgage and to the mortgage set up by this answering defendant in her second cause of action.

For a full and valuable consideration duly paid, this answering defendant, as Administratrix of the estate of Christian C. Funk, deceased, is now the lawful owner and holder of said judgment; This answering defendant says that there is owing to her as Administratrix as aforesaid on said judgment from said Henry J. John A., J. K. and Benjamin F. Funk, Catherine Deaver, Annie M. Brownfield and Barbara Steinberger the sum of 40.81 being amount of judgment less one-eighth the share of estate of C. C. Funk deceased; It therefore this answering defendant asks the Court to ascertain the amount of the undivided one-eighth interest of said Christian C. Funk in any surplus left from the sale of said premises and set the same of to her as Administratrix as aforesaid; that the Court may issue its decree herein finding that there is due to her as Administratrix of the estate of Christian C. Funk, deceased, from the said John A. Funk, the sum of \$4118.00 as set up in this answering defendant's second cause of action, and that any sum found to be due said John A. Funk upon distribution, may be applied by the Court to the payment of this answering defendant's said claim; that the Court may render its decree herein finding that there is due to this answering defendant, as Administratrix as aforesaid, the sum of \$328.15 from Henry J. Funk, John A. Funk, Isaac H. Funk, Benjamin F. Funk, Catherine Deaver, Anna M. Brownfield and Barbara Steinberger, and that any surplus found to be due the said parties out of the proceeds of the sale of said premises may be applied by the Court to the payment of said claim, and for all further and proper relief to which this answering defendant may be entitled.

Chas. J. Puleyman  
Attorney for Defendant  
Blanche C. Funk.

The State of Ohio, Clark County, ss:

Blanche C. Funk, being by me duly sworn deposes and says, that she is the answering defendant named in the foregoing answer and cross-petition, and that the allegations of fact therein set forth are true as she verily believes.  
Blanche C. Funk.

Sworn to before me by the said Blanche C. Funk and by her subscribed in my presence this 1<sup>st</sup> day of September, A.D. 1897.

(seal)

John S. Zimmerman  
Notary Public, in and for Clark Co. O.

Exhibit "A"

Six months after date, for value received, we promise to pay to G. C. Funk or order, Three Hundred and Thirty Three Dollars, with interest from date till paid, at seven per cent. per annum, payable annually, at ----- And hereby authorize any attorney at law of any Court of record, at any time after this note becomes due, to appear for us without process, in any Court of record and confess judgment for the said amount, interest and costs, in favor of the legal holder, indorser, or assignee hereof, and release all errors which may occur in the legal proceedings herein authorized; and also release all right of appeal, the stay of execution, and the power and privilege of holding any personal property exempt from execution for the enforcement of said judgment; and said attorney is hereby authorized to enter such release in said judgment.

H. J. and G. C. Funk, Agts. for Funk. (seal)

Witness ----- hand and seal

this 15<sup>th</sup> day of June, A.D. 1894,

\$333.00

To the Clerk:

Receipt

Issue summons on the within named defendants, Henry J. Funk, Mary E. Funk, John A. Funk, Jennie M. Funk, Barbara Steinberger, Catharine Dearser, Anna M. Brownfield, directed to the Sheriff of Clark County, Ohio, returnable according to law, endorsed, finding in favor of plaintiff against said John A. Funk for \$4118.00, on distribution and against John A. Funk, Henry J. Funk, Barbara Steinberger, Catharine Dearser, Anna M. Brownfield, Isaac H. Funk and Benjamin F. Funk for \$328.18 upon distribution.

Chas. J. Putzerman  
Attorney for Plaintiff

Answer

I hereby enter my appearance and consent to the filing of Cross-petition and answer in this case, and waive the issuing and service of process,

George W. Hardman  
by Robinson Woodburn, his Atty.

Summons  
in  
Cross-petition

On the 8<sup>th</sup> day of September A.D. 1897, the following Summons in Cross-petition was issued by the Clerk of this Court, to-wit:

The State of Ohio Union County, ss.  
To the Sheriff of Clark County:

You are commanded to notify Henry J. Funk, Mary E. Funk, John A. Funk, Jennie M. Funk, Barbara Steinberger, Catharine Dearser and Anna M. Brownfield, that Blanche C. Funk, Administratrix, et. has filed an answer and Cross-petition in the case of George W. Hardman against Benjamin F. Funk and others, in the Court of Common Pleas of Union County, and that they must answer by the 9<sup>th</sup> day of Oct. A.D. 1897, or the said Cross-petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 20<sup>th</sup> day of September A.D. 1897.

Witness my hand and seal of the said Court, this 8<sup>th</sup> day of Sept. A.D. 1897.

(seal)

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

Afterward on the 11<sup>th</sup> day of September A.D. 1897, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows, to-wit:

Sherriff's  
Return

Answer  
7327

Sherriff's  
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Shuriff's Return

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| Shuriff's Fee | 5 00 |
| Service       | 1 15 |
| Mileage       | 1 60 |
| Copy          | 1 75 |
| One shce      | 25   |
| Return        | 25   |
| Total         | 5 00 |

The State of Ohio, Clark County, ss.

Received this writ Sept. 8<sup>th</sup> A.D. 1897, at 10-30 o'clock A.M.

and served same on the 9<sup>th</sup> day of Sept. A.D. 1897, by leaving a true and certified copy of this writ with all the endorsements thereon for each of the within named dependants, Mary E. Funk, Amy J. Funk, John A. Funk, Jennie M. Funk, Anna M. Brownfield and Barbara Steinberger at their usual place of residence and on the same day of Sept A.D. 1897, I served the within named defendant, Catherine Deavor by delivering to her personally a true and certified copy of this writ with all the endorsements thereon.

Thomas Sheekman Sheriff  
By J. C. Suits Deputy

Answer  
7327

On the 1<sup>st</sup> day of September A. D. 1897, the following answer was filed by the Clerk of this Court, to-wit:

George W. Harshman  
vs  
Benjamin F. Funk et al

Court of Common Pleas  
Union County, Ohio.

And now come Ida C. Funk, Blanche C. Funk and Martha J. Funk and represent to the Court that Christian C. Funk, late of Springfield, Clark County, Ohio, died intestate on March 24<sup>th</sup>, 1896, seized in fee simple of the undivided one-eighth interest in the premises described in plaintiff's petition; that as co-tenants with him in the ownership of said premises were the following: - Henry J. Funk, John A. Funk, Barbara Steinberger, Catherine Deavor, Anna M. Brownfield, all of Clark County, Ohio, Isaac H. Funk of Brooklyn, New York, and Benjamin F. Funk of Staten Island, New York; that this answering defendant, Ida C. Funk, is the widow of said Christian C. Funk; that these answering defendants, Blanche C. Funk and Martha J. Funk, are the only children and the sole heirs at law of the said Christian C. Funk; and that both of them have attained to the age of majority; and that upon the death of the said Christian C. Funk, his undivided one-eighth interest in the said premises descended to his two said children according to law, subject to the dower interest of his said widow.

These answering defendants represent to the Court that on the 20<sup>th</sup> day of April, 1896, Letters of Administration on the estate of said Christian C. Funk, deceased, were duly issued by the Probate Court of Clark County, Ohio, to said Blanche C. Funk, who thereupon duly qualified and entered upon her duties as such Administratrix and is still acting as such Administratrix.

These answering defendants say that any surplus left from the proceeds of the sale of said premises and due to them after the payment of the taxes, costs, principal of mortgage and interest, they desire to be paid to the said Blanche C. Funk as Administratrix of the estate of the said Christian C. Funk, deceased.

Wherefore these answering defendants pray the Court to make a finding of the amount due to them out of the surplus of the proceeds of the sale of said premises and to pay the same to the said Blanche C. Funk as Administratrix of the estate of Christian C. Funk, deceased.

Chas J. Pritzerman Atty. for  
Ida C. Funk, Blanche C. Funk  
and Martha J. Funk.

The State of Ohio, Clark County, ss.

Blanche C. Funk, being first duly sworn deposes and says that she is one of the defendants named in the foregoing answer and that the facts and allegations therein contained are true as she verily believes

Blanche C. Funk

Sworn to before me by the said Blanche C. Funk, and subscribed

her subscribed  
order, three hundred  
payable annually,  
any time after this  
judgment  
assignee hereof,  
and also  
holding any pro  
and said Attorney  
Agts for Funk (real)  
Henry J. Funk,  
Deavor, Anna M.  
to law, endorsed,  
petition and against  
Brownfield,  
man  
plaintiff  
petition and  
Harshman  
rdburn, his Atty,  
in Cross-petition  
Funk, Jennie M.  
Blanche C. Funk,  
George W. Harshman  
of Union County, and  
all taken as true,  
the day of Sept.  
7 Sept. A.D. 1897.  
Clerk  
Deputy  
the Sheriff  
said County,

in my possession by the said Blanche E. Funk this 31<sup>st</sup> day of Aug. A.D. 1897,

(seal)

John L. Zimmerman  
Notary Public, and for Clark County, Ohio.

On the 28<sup>th</sup> day of September A.D. 1897, the following warrant was filed with the Clerk of this Court, to-wit:

Warrant 7327  
George W. Harshman vs Benjamin F. Funk et al  
Court of Common Pleas  
Union County, Ohio.

Be the undersigned defendants in the above entitled cause of action do hereby voluntarily waive the issuing and service of process and enter our appearance therein a second time; said Blanche E. Funk having filed an answer and cross-petition therein demanding affirmative relief against us.

John L. Zimmerman  
Assignees John A. Funk,  
Charles W. Reid Trustee of  
Annie M. Brownfield and  
Catherine Deaver  
Martha L. Funk  
Ida C. Funk.  
J. K. Funk  
B. F. Funk

On the 22 day of June A.D. 1898, the following Answer was filed with the Clerk of this Court, to-wit:

Answer 7327  
George W. Harshman vs B. F. Funk et al  
Court of Common Pleas  
Union County, Ohio.

And now comes Jennie M. Funk and by way of answer to the cross-petition of Blanche E. Funk, as Administratrix of Christian E. Funk deceased, says that she admits that the said Christian E. Funk became surety for John A. Funk upon the notes described and set out in the said cross-petition; but this answering defendant avers that on January 21, 1898 she, together with John A. Funk, her husband, executed and delivered an indemnity to C. E. Funk, Henry J. Funk and Benjamin F. Funk, the three last named persons being co-sureties on the said notes; this answering defendant admits that the said Christian E. Funk paid the said notes at the times, under the circumstances, and in the amounts alleged in the said cross-petition, and this answering defendant avers the facts to be that the said Christian E. Funk paid said notes and that the said Henry J. Funk and Benjamin F. Funk paid no part of the same.

Further pleading this answering defendant says that subsequently, to-wit, on Oct. 3, 1898, for a full and valuable consideration duly paid, the said Christian E. Funk transferred, assigned, endorsed and set over all his right title and interest in the said indemnity mortgage to this answering defendant, Jennie M. Funk, who thereupon became subrogated to all the rights of the said Christian E. Funk as surety upon the said notes.

This defendant says that the said indemnity mortgage was presented for record on January 25, 1893, at 10-20 o'clock A.M. to the Recorder of Union County, Ohio, and that the same was by said Recorder duly recorded on February 7, 1893 in Mortgage Book No. 31, page 601; and that the said mortgage thereby became the second best lien on the said premises.

The said mortgage contained the condition that if the said John A. Funk should pay or cause to be paid his certain promissory notes, being the same notes described in the said cross-petition, then these presents shall be void.

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Said mortgage contained the further condition that no proceeding of fore-  
closure should be instituted within one year from January 21, 1893,  
This answering defendant says that no proceeding to foreclose  
said indemnity mortgage were instituted prior to the January 21, 1894, and  
that when the said note became due, the said John A. Funk failed to pay  
the same or any part thereof, and the said Christian C. Funk as surety was  
compelled to pay and did pay the said note in full.  
This answering defendant, Jennie M. Funk, says that as the assignee  
of said Christian C. Funk, she is now the owner and holder of the said  
indemnity mortgage and the amount secured thereby.  
This answering defendant admits that the said Christian C.  
Funk, deceased, did ~~execute~~ and that this property passed to his heirs as  
averred in said cross-petition.  
This answering defendant says that the share of the said  
John Funk in the said premises is the one-eighth part thereof; that  
the said share of John A. Funk is owing to this answering defendant by  
virtue of the assignment of the said indemnity mortgage, as aforesaid.  
Wherefore this answering defendant, Jennie M. Funk, asks the Court to  
make its finding herein that the share of the said John Funk in the said premises  
is one-eighth part thereof and the one-eighth part of any surplus left of the proceeds of  
the same; and that the said one-eighth, or accruing to the said John Funk, shall be set off  
and adjudged to this answering defendant under and by virtue of the said indem-  
nity mortgage,  
Charles J. Putzerman  
Atty. for Jennie M. Funk.

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The State of Ohio, Clark County, ss.  
Before me the undersigned, a Notary Public in and  
for said County, personally appeared Jennie M. Funk, who being by me first duly  
sworn, deposes and says that she is the answering defendant in the foregoing answer  
and that the allegations of fact therein set forth are true as she verily believes.  
Jennie M. Funk.  
Sworn to before me by the said Jennie M. Funk, and by her  
subscribed, in my presence this 20th day of January, 1898.  
D. J. Gardner  
Notary Public, Clark County, O.  
(seal)

On the 5th day of July A.D. 1898, the following Entry was filed with  
the Clerk of this Court, to-wit:  
Entry 7327  
George W. Harshman || Court of Common Pleas  
vs || Clark County, Ohio.  
Benjamin J. Funk et al

This day the above matter came on to be heard upon the  
answer of Ida C. Funk, Blanche C. Funk and Martha J. Funk, the answer and  
cross-petition of Blanche C. Funk, as Administratrix of the estate of Christian C.  
Funk, deceased, and upon the answer of Jennie M. Funk to the last named answer  
and cross-petition, and upon the evidence; and the Court finds that all of the defen-  
dants named in the answer and cross-petition of said Blanche C. Funk, as Admin-  
istratrix, have been duly served with summons upon the said answer and cross-  
petition or have entered their appearance thereto; and that the said defendants,

Henry J. Funk, John A. Funk, John L. Zimmerman as Assignee of John A. Funk, Mary E. Funk, Catherine C. Deaver, Barbara Stemberger and Charles C. Funk Trustee of Catherine Deaver and Barbara Stemberger, Benjamin F. Funk and Isaac K. Funk are all of them in default for answer, demurrer or other pleading to the answer and Cross-petition of Blanche C. Funk, Administratrix as aforesaid; to the answer of Ida O. Funk and Martha J. Funk, and to the answer of Jennie M. Funk; and the Court finds that the allegations of the last named answer and Cross-petition of Blanche C. Funk as Administratrix (except 2<sup>nd</sup> cause of action) and the answer of Ida O. Funk, Blanche C. Funk and Martha J. Funk, and the answer of Jennie M. Funk, are thereby confessed to be true by all of the said defendants herein default as aforesaid.

The Court finds from the evidence that Henry J. Funk, John A. Funk, Barbara Stemberger, Catherine C. Deaver, Anna M. Brownfield, Isaac K. Funk of Brooklyn, New York, Benjamin F. Funk of Staten Island, New York, and the heirs and widow of Christian C. Funk, deceased, were the owners of the premises hereinbefore ordered to be sold; that the said parties owned the same as tenants in common and that each were and are entitled to an undivided one-eighth interest in the said premises and in the surplus left of the proceeds of the sale of the same after all prior liens have been paid.

The Court finds that Christian C. Funk, late of Springfield, Clark County Ohio, died intestate on March 24, 1896, leaving as his widow, Ida O. Funk, and as his only children and sole heirs at law, Blanche C. Funk and Martha J. Funk.

The Court finds that the allegations of the answer of Jennie M. Funk are true and that as Assignee of the mortgage therein described she is entitled to one-eighth of the surplus of \$399.41 now in the hands of the Sheriff of this County awaiting distribution, that is to say the sum of \$49.92.

The Court finds that the allegations of the third cause of action of the answer and Cross-petition of Blanche C. Funk, as Administratrix, are true and that upon the judgment therein set up and described, there is due to her as Administratrix, the sum of \$40.00.

The Court finds from the evidence that the allegations of the first cause of action of the answer and Cross-petition of Blanche C. Funk, as Administratrix are true and that there is due to her, as such Administratrix, on the note therein set up and described the sum of \$291.37, with interest from June 15, 1894, at the rate of seven per cent. per annum payable annually.

It is therefore ordered by the Court that out of the sum of \$399.41 in the hands of the Sheriff of this County, being the surplus of the proceeds of the sale of the premises described in the petition, the Sheriff of this County pay:

1. To the Clerk of this Court the costs incurred in this case since the last order of distribution made herein, amounting to \$13.22;
2. To the said Jennie M. Funk the sum of \$49.92 being the sum found to be due to her under the indemnity mortgage described in her answer;
3. To the said Blanche C. Funk, as Administratrix of the estate of Christian C. Funk, deceased, the sum of \$40.00 being the amount due her upon the judgment set up in her third cause of action;
4. To the said Blanche C. Funk as Administratrix of the estate of Christian C. Funk the balance viz: \$294.76 to apply as part payment upon the sum of \$291.37, and interest found to be due to her upon the note set up in the first cause of action of her answer and Cross-petition.

Approved,  
D. Torr. Judge

Attest  
J. N. Hosmel Clerk  
By J. A. Hosmel Deputy.

Case No.  
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Case No. 7268

This day on motion of the plaintiff; and it being made to appear to the Court that the said judgment herein has become void and is dormant, and that there is still due thereon the sum of Four Hundred and Ninety-two and 4/100 Dollars with interest thereon from May, 11th, 1897. It is therefore ordered that said defendant, Barbara Kleiber Be, and she is hereby ordered to show cause why the said judgment for said sum should not be revived, on or before the 1st. day of August, 1905; and in default of such showing, that said judgment do stand revived for said sum of money.

7268.

On July, 8th, 1905, the following Conditional Order of Revivor was filed. Conditional Order of Revivor Issued to the Judgment Defendant.

The State of Ohio, Union County, ss:

To the Sheriff of Union County, Greeting-

Whereas, in the case of The Citizens Home & Savings Co, against Barbara Kleiber, in the Court of Common Pleas of Union County, an order in the following words and figures has been duly made and entered, to-wit:- In this cause, on the motion of said plaintiff The Citizens Home & Savings Co, and it being made to appear to the Court that the said judgment herein has become void and is dormant, and that there is still due thereon the sum of Four Hundred and Ninety-two and 4/100 Dollars, and costs, with interest from the 11th. day of May A. D. 1897. It is therefore ordered that said Barbara Kleiber Be, and she is hereby ordered to show cause why the said judgment for said sum of money should not be revived on or before the 1st. day of August, A. D. 1905, and in default of such showing, that said judgment do stand revived for said sum of money.

You are hereby commanded to serve this writ upon the said Barbara Kleiber, who is required to answer unto the same by August, 1st, 1905, and make return of the same on the 10th. day of July, A. D. 1905. It witness my hand and the seal of said Court this 1st. day of July A. D. 1905.

(Seal). Chas. P. Peckowood, Clerk.

Sheriff's Return

The State of Ohio, Union County, ss:

Received this writ July 8th, A. D. 1905, at 9 o'clock A. M., and, pursuant to its command, on July 8th, 1905, I personally handed the within named Barbara Kleiber a true and certified copy of this writ with all the endorsements thereon. Fees: \$1.50 D. C. Bolebaugh, Sheriff.

7268.

On September, 18th, 1905, the following Order of Revivor was filed. The Citizens Home & Savings Co. Vs. Barbara Kleiber, et. al. Court of Common Pleas Union County, Ohio. Order of Revivor.

This day this cause came on to be heard by the Court, and the Court, finding that said defendants have (each and every one of them) been duly served with a copy of the Conditional Order of Revivor heretofore issued herein, and have failed and still fail to show sufficient cause why said judgment herein should not stand revived as prayed for by said Plaintiff, it is ordered by the

Court that the said judgment herein, for the sum of Six Hundred  
 Fifty. Three &  $\frac{77}{100}$  Dollars and Dollars costs, with interest  
 at the rate of 6 per cent. per annum be, and the same doth stand revised  
 against the said Barbara Kleiber; and that the Plaintiff recover against  
 her its costs in and about this proceeding of revision, in current and  
 expended, taxed at Dollars.

Attest; Chas. P. Paulowood, Clerk.  
 By Olive E. Paulowood, Deputy.

A hundred  
with interest  
stand reserved  
covered against  
red value

uty.





